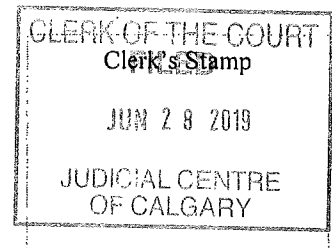


COURT FILE NUMBER **1701-03460**
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE Calgary
APPLICANT **ALBERTA ENERGY REGULATOR**
RESPONDENT **LEXIN RESOURCES LTD., 1051393 B.C.
LTD., 0989 RESOURCE PARTNERSHIP, LR
PROCESSING LTD. and LR PROCESSING
PARTNERSHIP**
DOCUMENT **APPLICATION BY RECEIVER**



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 File No. 547730/000021

NOTICE TO RESPONDENTS: See Service List, Schedule "A" to this Application

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date July 11, 2019
Time 10:00 a.m.
Where Calgary Courts Centre, 601-5th Street SW, Calgary AB
Before Whom The Honourable B.E.C. Romaine

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. Capitalized terms not defined herein have the meaning ascribed to them in the Fourteenth Report of the Receiver dated June 28, 2019 (the **"Fourteenth Report"**).
2. Grant Thornton Limited, in its capacity as the court-appointed receiver (**"Receiver"**) of Lexin Resources Ltd. (**"Lexin"**), 1051393 B.C. Ltd. (**"105"**), 0989 Resource Partnership (**"0989"**), LR Processing Ltd. (**"LR Ltd."**) and LR Processing Partnership (**"LR Processing"**) and collectively with Lexin, 105, 0989 and LR Ltd. the **"Lexin Group"**), seeks orders for the following relief:
 - (a) Declaring service of this Application good and sufficient, and abridging the time for notice of this Application to the time actually given, if necessary;
 - (b) Approving and authorizing the sale of Lexin's interest in the 1059 Lands to Caledonian Royalty Corporation (**"CRC"**) and vesting the 1059 Lands to CRC, pursuant to the order substantially in the form attached as **Schedule "B"**;
 - (c) Approving and authorizing the sale of Lexin's interests in certain oil and gas assets located in the Vulcan area to Long Term Asset Management Inc. (**"LTAM"**) and vesting such property to LTAM pursuant to the order substantially in the form attached as **Schedule "C"**;
 - (d) Approving and authorizing the sale of Lexin's interests in certain oil and gas assets located in the Crossfield area to HESC Energy Corporation (**"HESC"**) and vesting such property to HESC pursuant to the order substantially in the form attached as **Schedule "D"**;
 - (e) Pursuant to the order substantially in the form attached as **Schedule "E"**:
 - (i) Authorizing the Receiver to make a distribution to the Alberta Energy Regulator (the **"AER"**) of all of the remaining funds in the Lexin Group estate, less the Holdback Funds required by the Receiver to conclude the administration of the receivership estate;
 - (ii) Authorizing the Receiver to transfer the \$2,000 held for ELP's account to the general receivership account, available for distribution to the AER, if no adequate response is received from ELP by July 31, 2019;
 - (iii) Approving the Receiver's activities and conduct as outlined in the Fourteenth Report;
 - (iv) Approving the professional fees and disbursements incurred by the Receiver and its legal counsel and projected to be incurred, as outlined in the Fourteenth Report;
 - (v) Authorizing the Receiver to destroy the Lexin records on or after December 16, 2019 as more particularly outlined in the Fourteenth Report; and
 - (vi) Conditionally discharging the Receiver from any and all further obligations as Receiver, such discharge to take final effect upon the Receiver filing an Affidavit

confirming its remaining duties are completed, as more particularly outlined in the Fourteenth Report; and

- (f) Such further and other relief as this Honourable Court may deem just in the circumstances.

Grounds for making this application:

3. The grounds for making this application are as set out in the Fourteenth Report. These grounds include, but are not limited to the following:

Background of Receivership Proceedings

- (a) On March 20, 2017, this Court granted the Alberta Energy Regulator's ("AER") application to petition Lexin into receivership (the "**Lexin Receivership Order**"). Subsequently, on June 13, 2017, this Court granted the Receiver's application to petition 105, 0989, LR Ltd. and LR Processing into receivership pursuant to a consent receivership order (the "**Expanded Receivership Order**" and together with the Lexin Receivership Order the "**Receivership Orders**"). All capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Receivership Orders.
- (b) The Receivership Orders appointed the Receiver over all of the Debtors' Property, but provided that, while the Receiver may take possession and exercise control over the Property, the Receiver is not required to take possession or exercise physical control over any of the Debtors' oil or gas wells, pipelines, facilities or sites regulated by the AER (the "**Sites**").
- (c) The Sites for which the Debtors were the sole operator and owner are now under the care and custody of the Orphan Well Association; however, Sites operated by the Debtors (or any one of them) in which there are working interest participants ("**WIPs**") have been placed under the care and custody of those WIPs.
- (d) While the Receiver cannot take physical possession of the Sites, the Receiver is authorized to conduct a sales and marketing process with respect to all of the Debtors' Property.

Sale Approvals

- (e) On July 14, 2017, the Receiver obtained this Court's approval to engage in an extensive sales and solicitation process ("**Sales Process**") to market for sale all of the Lexin Group's assets. The Sales Process has been underway with the assistance of the Receiver's court-approved sales advisor, Sayer Energy Advisors. The Sales Process was extended in January 2019 to include certain additional assets, including but not limited to lands and mineral rights transferred back into the Lexin Group estate pursuant to a settlement agreement entered into with, *inter alia*, MFC Energy Finance Ltd. approved by the Court on November 27, 2018.
- (f) The Receiver has negotiated a purchase and sale agreement (the "**CRC PSA**") for the sale of Lexin's interest in certain mineral rights. As a result, the Receiver is seeking the Court's permission to finalize the sale and transfer the mineral rights to the proposed purchaser, as more particularly outlined in the Fourteenth Report.

- (g) In addition, the Receiver has negotiated two separate purchase and sale agreements for oil and gas assets located in the Vulcan and Crossfield areas, respectively. The Vulcan area assets are subject to a PSA entered into with LTAM and the Crossfield area assets are subject to a PSA entered into with HESC. As a result, the Receiver is seeking the Court's permission to finalize the sale and transfer these interests to LTAM and HESC as proposed purchasers, as more particularly outlined in the Fourteenth Report.
- (h) The Receiver considers each of the CRC, LTAM and HESC PSAs to be fair, reasonable and in the best interests of the Lexin Group's stakeholders.

Distribution to Alberta Energy Regulator

- (i) In addition to its status as secured creditor in relation to its special lien for unpaid administration fees and orphan well fund levies totalling approximately \$2.5 million, the AER is entitled to the receivership funds to satisfy the Lexin Group's end of life obligations which total over \$120 million, pursuant to the Supreme Court of Canada ruling in *Redwater*.
- (j) The Receiver is proposing to make a distribution of all remaining funds in the receivership estate, less the Holdback Funds required in the amount of \$594,000, to the AER, on behalf of the Orphan Well Association, to partially satisfy the Lexin Group's end of life obligations.
- (k) There does not appear to be any other party entitled to a distribution in priority to the AER, and the Holdback Funds are estimated to be sufficient to address the administrative matters required to complete the proposed sales, if granted, and wind down the receivership estate.
- (l) The Receiver has attempted to contact ELP on numerous occasions to obtain executed bills of sale and to transfer \$2,000, all of which was supposed to have occurred pursuant to the Settlement Agreement duly executed by ELP. The Receiver has had no contact from ELP since it executed the Settlement Agreement and is proposing one more communication to ELP, failing which it would transfer the \$2,000 to its general account and include it as part of the distribution to the AER.

Discharge and Records Destruction

- (m) After the proposed sales presented in the within application, there are no additional accretive sales available to the stakeholders and as such, the Receiver is seeking its discharge, conditional upon completing the remaining tasks outlined in the Fourteenth Report.
- (n) The Receiver continues to store the Lexin Group's records, both in hard copy at the Calgary Archives storage location, and electronically on servers rebuilt by technology consultants engaged by the Receiver. The Receiver incurs approximately \$10,000 per month in fees associated with the storage of, and access to these records (storage fees and software licensing fees) and is proposing to destroy the records in a manner it deems appropriate, once the Tolling Period established as part of the Settlement Agreement expires. The Tolling Period expires on November 27, 2019 and the Receiver is proposing to destroy the records on or after December 16, 2019, to provide a short grace period after the Tolling Period to parties who advise the Receiver that they wish to retain certain of the records, and demonstrate to the Receiver that they are entitled to do so.

4. Such further and other basis as Counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

5. The Fourteenth Report of the Receiver, dated June 28, 2019.
6. The pleadings and Receiver's Prior Reports previously filed in these proceedings.
7. Such further and other evidence as counsel may advise and this Honourable Court permit.

Applicable rules:

8. *Alberta Rules of Court*, AR 124/2010, and in particular, Rules 1.3, 3.75, 6.3, 6.4, 11.27, 11.29 and 13.5
9. *Bankruptcy and Insolvency General Rules*, and in particular Rules 3, 6 and 11.
10. Such further and other rules as counsel may advise and this Honourable Court permit.

Applicable Acts and regulations:

11. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, and in particular Part XI thereof.
12. *Judicature Act*, RSA 2000, c J-2.

Any irregularity complained of or objection relied on:

13. None.

How the application is proposed to be heard or considered:

14. In person before the Honourable Justice B.E.C. Romaine, with some or all of the parties present.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

Schedule "A" Service List

COURT FILE NUMBER	1701-03460
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	Calgary
APPLICANT	ALBERTA ENERGY REGULATOR
RESPONDENT	LEXIN RESOURCES LTD.
DOCUMENT	SERVICE LIST

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Prospex Resources Ltd. (A120) c/o Paramount Resources Ltd. (04W4) 4700-888 3 Street SW Calgary AB T2P 5C5		Westhill Petroleum Ltd. (0EX2) 3300, 421 7 th Ave SW Calgary, AB T2P 4K9
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Long Term Asset Management Inc. (A6JF) 925 Veterans Boulevard NW Airdrie AB T4A 2G6		maugust@ltam.ca
Alberta Treasury Branches 600-444 7 Avenue SW Calgary, AB T2P 0X8 Alex Corbett		acorbett@atb.com
Caledonian Royalty Corporation (A684) 2200-300 5 Avenue SW Calgary AB T2P 3C4 David Horn Charles Selby		David.horn@caledonianroyalty.com Charles@selbypro.com
Coastal Resources Limited (OPR1) 1400-520 5 Avenue SW Calgary AB T2P 3R7		rlakhoo@coastal.ab.ca
Bonavista Energy Corporation (A5RX) 1500-525 8 Avenue SW Calgary AB T2P 1G1		Colin.hennel@bonavistaenergy.com
ConocoPhillips Canada Resources Corp. (A5G3) 1600-401 9 Avenue SW Calgary AB T2P 2H7		regulatoryaffairsmailbox@conocophillips.com
Crescent Point Energy Corp. (A2J6) 2000-585 8 Avenue SW Calgary AB T2P 1G1		regulatory@crescentpointenergy.com
Canadian Natural Resources Limited (OHE9) 2100-855 2 Street SW Calgary AB T2P 4J8		Orest.kotelko@cnrl.com Jeff.davidson@cnrl.com Jelena.Molnar@cnrl.com
Dentons Canada LLP 20 th Floor, 250 Howe Street	(604) 622-5165	Michael.thackray@dentons.com

Vancouver, BC Michael Thackray		Counsel for HESC Energy Corporation
Groia & Company 365 Bay Street, 11 th Floor Toronto ON M5H 2V1 Joseph Groia Bonnie Roberts Jones	416-203-4476	jgroia@groiaco.com brjones@groiaco.com Counsel for Lexin Resources Inc.

Schedule "B" Form of Order: CRC Sale Approval and Vesting Order

COURT FILE NUMBER **1701-03460**
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE Calgary
APPLICANT **ALBERTA ENERGY REGULATOR**
RESPONDENT **LEXIN RESOURCES LTD., 1051393 B.C.
LTD., 0989 RESOURCE PARTNERSHIP, LR
PROCESSING LTD. and LR PROCESSING
PARTNERSHIP**

DOCUMENT **SALE APPROVAL AND VESTING ORDER**

 (Sale by Receiver to Caledonian Royalty
 Corporation)

Clerk's Stamp

ADDRESS FOR SERVICE AND Robyn Gurofsky
CONTACT INFORMATION OF Borden Ladner Gervais LLP
 1900, 520 3rd Ave. S.W.
PARTY FILING THIS Calgary, AB T2P 0R3
 Telephone: (403) 232-9774
DOCUMENT Facsimile: (403) 266-1395
 Email: rgurofsky@blg.com
 File No. 547730/000021

DATE ON WHICH ORDER WAS PRONOUNCED: July 11, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice B.E.C. Romaine

UPON THE APPLICATION by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership (collectively, the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Caledonian Royalty Corporation (the "**Purchaser**") dated May 7, 2019 and appended to the Fourteenth Report of the Receiver dated June 28, 2019 (the "**Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"); **AND UPON HAVING READ** the Receivership Order dated March 20, 2017 (the "**Receivership Order**"), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and any other party appearing at the application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order;
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
 - (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
 - (d) those Claims listed in **Schedule "B"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "C"** (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel existing Certificates of Title listed pursuant to the Land Schedule, attached as **Schedule "D"** to this Order;
 - (ii) issue new Certificates of Title for the Lands pursuant to which the interest of 1059032 B.C. Ltd. is transferred to, and in the name of the Purchaser, namely Caledonian Royalty Corporation;
 - (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "C"**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule "C"**; and
 - (iv) discharge and expunge the Encumbrances listed in **Schedule "B"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register

transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
7. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
8. Except as expressly provided for in the Sale Agreement, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
9. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or

other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
11. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
12. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

13. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

14. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

15. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the 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.
16. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at: www.grantthornton.ca/lexin and service on any other person is hereby dispensed with.
17. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER	1701-03460	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	Calgary	
APPLICANT	ALBERTA ENERGY REGULATOR	
RESPONDENT	LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. and LR PROCESSING PARTNERSHIP	

DOCUMENT	RECEIVER'S CERTIFICATE
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ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Robyn Gurofsky
Borden Ladner Gervais LLP
1900, 520 3rd Ave. S.W.
Calgary, AB T2P 0R3
Telephone: (403) 232-9774
Facsimile: (403) 266-1395
Email: rgurofsky@blg.com
File No. 547730/000021

RECITALS

- A. Pursuant to an Order of the Honourable Justice Jeffrey of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated March 20, 2017, Grant Thornton Limited was appointed as the receiver (the "Receiver") of the undertakings, property and assets of the Lexin Group (the "Debtor").
- B. Pursuant to an Order of the Court dated July 11, 2019 the Court approved the agreement of purchase and sale made as of May 7, 2019 (the "**Sale Agreement**") between the Receiver and Caledonian Resources Corporation (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased

Assets; (ii) that the conditions to Closing as set out in Article 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

Grant Thornton Limited, in its capacity as Receiver of the undertakings, property and assets of Lexin Resources Ltd., 1051393 B Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership and not in its personal capacity.

Per; _____

Name:

Title:

SCHEDULE "B"**ENCUMBRANCES – NOT PERMITTED**

SECURITY / ENCUMBRANCE	LANDS	REGISTRATION NUMBER	REGISTRATION DATE
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SCHEDULE "C"
PERMITTED ENCUMBRANCES

SCHEDULE "D"
CERTIFICATES OF TITLE

1	FIRST *ALL MINES AND MINERALS OTHER THAN NATURAL GAS AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 30 QUARTER NORTH WEST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS SECOND *ALL MINES AND MINERALS OTHER THAN NATURAL GAS AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 30 QUARTER NORTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 048 836 +18
2	FIRST *ALL MINES AND MINERALS OTHER THAN NATURAL GAS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 17 QUARTER NORTH WEST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS SECOND *ALL MINES AND MINERALS OTHER THAN NATURAL GAS	161 048 836 +21

	WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 17 QUARTER NORTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS THIRD *ALL MINES AND MINERALS OTHER THAN NATURAL GAS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 17 QUARTER SOUTH WEST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS FOURTH *ALL MINES AND MINERALS OTHER THAN NATURAL GAS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 17 QUARTER SOUTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	
3	*ALL MINES AND MINERALS WITHIN, UPON OR UNDER: MERIDIAN 5 RANGE 1 TOWNSHIP 19 SECTION 25 QUARTER SOUTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 049 023 +1
4	FIRST *ALL MINES AND MINERALS OTHER THAN COAL AND PETROLEUM WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 25 TOWNSHIP 15 SECTION 23 QUARTER NORTH WEST	161 048 836 +24

	AREA: 65.2 HECTARES (161 ACRES) MORE OR LESS SECOND *ALL MINES AND MINERALS OTHER THAN COAL AND PETROLEUM WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 25 TOWNSHIP 15 SECTION 23 QUARTER SOUTH WEST AREA: 65.2 HECTARES (161 ACRES) MORE OR LESS	
5	FIRST *ALL PETROLEUM AND NATURAL GAS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 29 TOWNSHIP 20 SECTION 1 LEGAL SUBDIVISIONS 2, 7 AND 8 IN THE SOUTH EAST QUARTER CONTAINING 48.6 HECTARES (120 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME SECOND *ALL PETROLEUM AND NATURAL GAS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 29 TOWNSHIP 20 SECTION 1 LEGAL SUBDIVISIONS 3, 5 AND 6 IN THE SOUTH WEST QUARTER CONTAINING 48.6 HECTARES (120 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME	161 049 249
6	ALL PETROLEUM AND NATURAL GAS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 29 TOWNSHIP 20 SECTION 1	161 049 192

	QUARTER NORTH WEST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	
7	*ALL PETROLEUM AND NATURAL GAS WITHIN, UPON OR UNDER.... MERIDIAN 5 RANGE 1 TOWNSHIP 19 SECTION 25 LEGAL SUBDIVISIONS 3 AND 4 AREA: 32.4 HECTARES (80 ACRES) MORE OR LESS	161 048 836 +23
8	FIRST *ALL MINES AND MINERALS WITHIN, UPON OR UNDER.... MERIDIAN 5 RANGE 2 TOWNSHIP 18 SECTION 26 QUARTER SOUTH WEST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS SECOND *ALL MINES AND MINERALS WITHIN, UPON OR UNDER.... MERIDIAN 5 RANGE 2 TOWNSHIP 18 SECTION 26 QUARTER SOUTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS THIRD *ALL MINES AND MINERALS WITHIN, UPON OR UNDER.... MERIDIAN 5 RANGE 2 TOWNSHIP 18 SECTION 26 QUARTER NORTH WEST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 048 990

9	FIRST *ALL MINES AND MINERALS OTHER THAN NATURAL GAS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 27 TOWNSHIP 23 SECTION 9 QUARTER NORTH WEST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS SECOND *ALL MINES AND MINERALS OTHER THAN NATURAL GAS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 27 TOWNSHIP 23 SECTION 9 QUARTER NORTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS THIRD *ALL MINES AND MINERALS OTHER THAN NATURAL GAS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 27 TOWNSHIP 23 SECTION 9 QUARTER SOUTH WEST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS FOURTH *ALL MINES AND MINERALS OTHER THAN NATURAL GAS WITHIN, UPON OR UNDER:	161 048 836 +19
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	MERIDIAN 4 RANGE 27 TOWNSHIP 23 SECTION 9 QUARTER SOUTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	
10	*ALL MINES AND MINERALS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 25 TOWNSHIP 49 SECTION 26 ALL THAT PORTION OF THE NORTH WEST QUARTER DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF BLOCK 21 AS SHOWN ON PLAN T-5; THENCE SOUTH 89 DEGREES 58 MINUTES WEST ALONG THE SOUTHERLY BOUNDARY OF LOTS 1, 2 AND 3 OF SAID BLOCK 21 A DISTANCE OF 150 FEET MORE OR LESS TO THE SOUTH WEST CORNER OF SAID LOT 3; THENCE SOUTH 107.90 FEET MORE OR LESS TO THE NORTHERLY LIMIT OF MILL STREET PRODUCED; THENCE NORTH 89 DEGREES 40 MINUTES EAST A DISTANCE OF 150 FEET; THENCE NORTH A DISTANCE OF 107.10 FEET MORE OR LESS TO THE POINT OF COMMENCEMENT, CONTAINING 0.162 HECTARES, MORE OR LESS OUTLINED IN RED ON PLAN ATTACHED TO INSTRUMENT NO. 7872CG	162 055 655
11	FIRST *ALL MINES AND MINERALS OTHER THAN COAL WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 20 SECTION 7 THAT PORTION OF THE NORTH WEST QUARTER CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING: THE RAILWAY ON PLAN RY8 CONTAINING 2.60 HECTARES (6.42 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME SECOND	161 049 009 +1

	*ALL MINES AND MINERALS OTHER THAN COAL WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 20 SECTION 7 THAT PORTION OF THE NORTH EAST QUARTER WHICH LIES TO THE WEST OF THE HIGH RIVER CONTAINING 14 HECTARES (34.60 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME																	
12	*ALL MINES AND MINERALS OTHER THAN COAL WITHIN, UPON OR UNDER MERIDIAN 5 RANGE 1 TOWNSHIP 20 SECTION 13 THAT PORTION OF THE NORTH WEST QUARTER WHICH LIES WITHIN PLAN GL45 CONTAINING 0.405 OF A HECTARE (1 OF AN ACRE) MORE OR LESS	161 048 836 +13																
13	*ALL MINES AND MINERALS OTHER THAN COAL AND PETROLEUM WITHIN, UPON OR UNDER: MERIDIAN 5 RANGE 2 TOWNSHIP 20 SECTION 17 QUARTER SOUTH EAST CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING: FIRST: <table><tr><td>PLAN</td><td>NUMBER</td><td>HECTARES</td><td>ACRES</td></tr><tr><td>(MORE OR LESS)</td><td></td><td></td><td></td></tr><tr><td>BLACK DIAMOND</td><td>5503EH</td><td>13.1</td><td>32.52</td></tr><tr><td>PARCEL A</td><td>7881FQ</td><td>4.91</td><td>12.12</td></tr></table> SECONDLY: THAT PORTION OF SAID QUARTER SECTION WHICH LIES TO THE NORTH WEST OF ROADWAY ON PLAN 4909EZ AND TO THE NORTH OF THE GRAVEL PIT SITE ON PLAN 4707BM AND TO THE EAST OF THE ROADWAY ON PLAN 6315Q	PLAN	NUMBER	HECTARES	ACRES	(MORE OR LESS)				BLACK DIAMOND	5503EH	13.1	32.52	PARCEL A	7881FQ	4.91	12.12	161 048 836 +15
PLAN	NUMBER	HECTARES	ACRES															
(MORE OR LESS)																		
BLACK DIAMOND	5503EH	13.1	32.52															
PARCEL A	7881FQ	4.91	12.12															

	CONTAINING 13.8 HECTARES (34 ACRES) MORE OR LESS	
14	FIRST *ALL COAL, AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 5 RANGE 2 TOWNSHIP 20 SECTION 17 QUARTER NORTH WEST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS SECOND *ALL COAL, AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 5 RANGE 2 TOWNSHIP 20 SECTION 17 QUARTER SOUTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 048 836 +14
15	*ALL PETROLEUM AND NATURAL GAS WITHIN, UPON OR UNDER.... MERIDIAN 5 RANGE 2 TOWNSHIP 20 SECTION 9 QUARTER NORTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 048 981 +3
16	FIRST *ALL PETROLEUM AND NATURAL GAS, WITHIN, UPON OR UNDER.... MERIDIAN 5 RANGE 2 TOWNSHIP 20 SECTION 17 QUARTER NORTH WEST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS SECOND *ALL PETROLEUM AND NATURAL GAS, WITHIN, UPON OR UNDER.... MERIDIAN 5 RANGE 2 TOWNSHIP 20 SECTION 17 QUARTER NORTH EAST	161 048 981 +2

	AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	
17	FIRST *ALL PETROLEUM AND NATURAL GAS, WITHIN UPON OR UNDER MERIDIAN 5 RANGE 2 TOWNSHIP 20 SECTION 19 QUARTER NORTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS SECOND *ALL PETROLEUM AND NATURAL GAS, WITHIN UPON OR UNDER MERIDIAN 5 RANGE 2 TOWNSHIP 20 SECTION 19 QUARTER SOUTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 048 981 +1
18	FIRST *ALL MINES AND MINERALS OTHER THAN COAL, PETROLEUM AND VALUABLE STONE WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 23 TOWNSHIP 14 SECTION 23 QUARTER NORTH WEST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS SECOND *ALL MINES AND MINERALS OTHER THAN COAL, PETROLEUM AND VALUABLE STONE WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 23 TOWNSHIP 14 SECTION 23 QUARTER SOUTH WEST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 049 232
19	FIRST *ALL MINES AND MINERALS OTHER THAN COAL WITHIN, UPON OR UNDER:	161 048 836 +16

	MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 7 THAT PORTION OF THE SOUTH WEST QUARTER DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID QUARTER SECTION; THENCE WEST ALONG THE SOUTHERN BOUNDARY THEREOF 208.7 FEET; THENCE NORTH PARALLEL WITH THE EASTERN BOUNDARY THEREOF 208.7 FEET; THENCE EAST PARALLEL WITH SAID SOUTHERN BOUNDARY 208.7 FEET MORE OR LESS TO SAID EASTERN BOUNDARY; THENCE SOUTH ALONG SAID EASTERN BOUNDARY TO THE POINT OF COMMENCEMENT CONTAINING 0.405 HECTARES (1 ACRE) MORE OR LESS SECOND *ALL MINES AND MINERALS OTHER THAN COAL WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 7 LEGAL SUBDIVISIONS 1 AND 2 IN THE SOUTH EAST QUARTER CONTAINING 32.4 HECTARES (80 ACRES) MORE OR LESS	
20	FIRST *ALL PETROLEUM AND NATURAL GAS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 20 SECTION 10 QUARTER SOUTH WEST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS SECOND *ALL PETROLEUM AND NATURAL GAS, AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER:	161 048 981

	MERIDIAN 4 RANGE 28 TOWNSHIP 20 SECTION 10 QUARTER SOUTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS													
21	*ALL MINES AND MINERALS OTHER THAN COAL WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 20 SECTION 27 QUARTER NORTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 049 269												
22	*ALL MINES AND MINERALS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 29 TOWNSHIP 18 SECTION 36 THAT PORTION OF THE SOUTH WEST QUARTER LYING WITHIN THE GAS LINE RIGHT OF WAY ON PLAN GL22 CONTAINING 0.413 OF A HECTARE (1.02 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME	161 048 953												
23	FIRST *ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 29 TOWNSHIP 18 SECTION 36 QUARTER NORTH WEST AS SHOWN ON A TOWNSHIP PLAN DATED 14 JANUARY 1895 CONTAINING 161.38 ACRES MORE OR LESS EXCEPTING: FIRSTLY: 1 ACRE MORE OR LESS BEING THE SOUTH 208 FEET AND 9 INCHES OF THE WEST 208 FEET AND 9 INCHES DESCRIBED IN TRANSFER 4188I SECONDLY: <table> <tr> <td>PLAN</td><td>NUMBER</td><td>ACRES</td></tr> <tr> <td>MORE OR LESS</td><td></td><td></td></tr> <tr> <td>RAILWAY RIGHT OF WAY</td><td>RY8</td><td>1.68</td></tr> <tr> <td>RAILWAY RIGHT OF WAY</td><td>6381AW</td><td>6.04</td></tr> </table>	PLAN	NUMBER	ACRES	MORE OR LESS			RAILWAY RIGHT OF WAY	RY8	1.68	RAILWAY RIGHT OF WAY	6381AW	6.04	161 048 836 +17
PLAN	NUMBER	ACRES												
MORE OR LESS														
RAILWAY RIGHT OF WAY	RY8	1.68												
RAILWAY RIGHT OF WAY	6381AW	6.04												

	SECOND *ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 29 TOWNSHIP 18 SECTION 36 QUARTER NORTH EAST AS SHOWN ON A TOWNSHIP PLAN DATED 14 JANUARY 1895 CONTAINING 161.38 ACRES MORE OR LESS EXCEPTING: FIRSTLY: 6 ACRES MORE OR LESS AS DESCRIBED IN TRANSFER 3627P SECONDLY: 14.60 ACRES MORE OR LESS AS SHOWN ON A SKETCH ATTACHED TO TRANSFER 6533AB THIRDLY: THE SOUTH 1064 FEET 2 INCHES OF THE EAST 1064 FEET 2 INCHES OF THE SAID NORTH EAST QUARTER, EXCEPTING THEREOUT THE SOUTH 522 FEET AND 8 INCHES ON THE EAST 500 FEET CONTAINING 20 ACRES MORE OR LESS FOURTHLY: <table> <tr> <th>PLAN</th><th>NUMBER</th><th>ACRES</th></tr> <tr> <td>MORE OR LESS</td><td></td><td></td></tr> <tr> <td>CANAL RIGHT OF WAY</td><td>IRR925</td><td>2.53</td></tr> <tr> <td>EXTRA LAND</td><td>IRR925</td><td>2.10</td></tr> <tr> <td>CUT-OFF</td><td>IRR925</td><td>2.48</td></tr> </table>	PLAN	NUMBER	ACRES	MORE OR LESS			CANAL RIGHT OF WAY	IRR925	2.53	EXTRA LAND	IRR925	2.10	CUT-OFF	IRR925	2.48	
PLAN	NUMBER	ACRES															
MORE OR LESS																	
CANAL RIGHT OF WAY	IRR925	2.53															
EXTRA LAND	IRR925	2.10															
CUT-OFF	IRR925	2.48															
24	FIRST *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 23 THAT PORTION OF THE NORTH WEST QUARTER WHICH LIES TO THE EAST OF THE HIGH RIVER AS SHOWN ON TOWNSHIP PLAN APPROVED 24 APRIL, 1885 CONTAINING 64.3 HECTARES (159 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME SECOND	161 049 311															

	*ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 23 QUARTER NORTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS THIRD *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 23 QUARTER SOUTH WEST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS FOURTH *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 23 QUARTER SOUTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	
25	FIRST *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 23 THAT PORTION OF THE NORTH WEST QUARTER WHICH LIES TO THE EAST OF THE HIGH RIVER AS SHOWN ON TOWNSHIP PLAN APPROVED 24 APRIL, 1885 CONTAINING 64.3 HECTARES (159 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME SECOND *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 23 QUARTER NORTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS THIRD	161 049 311 +3

	*ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 23 QUARTER SOUTH WEST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS FOURTH *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 23 QUARTER SOUTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	
26	FIRST *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 25 THAT PORTION OF THE NORTH WEST QUARTER WHICH LIES TO THE SOUTH OF THE BOW RIVER AS SHOWN ON TOWNSHIP PLAN APPROVED 24 APRIL, 1885 CONTAINING 57.92 HECTARES (143.06 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME SECOND *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 25 THAT PORTION OF THE NORTH EAST QUARTER WHICH LIES TO THE SOUTH OF THE BOW RIVER AS SHOWN ON TOWNSHIP PLAN APPROVED 24 APRIL 1885 CONTAINING 13.88 HECTARES (34.20 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME THIRD *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 25 QUARTER SOUTH WEST	161 049 311 +2

	AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS FOURTH *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 25 THAT PORTION OF THE SOUTH EAST QUARTER WHICH LIES TO THE SOUTH OF THE BOW RIVER AS SHOWN ON TOWNSHIP PLAN APPROVED 24 APRIL 1885 CONTAINING 62.7 HECTARES (155 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME	
27	FIRST *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 25 THAT PORTION OF THE NORTH WEST QUARTER WHICH LIES TO THE SOUTH OF THE BOW RIVER AS SHOWN ON TOWNSHIP PLAN APPROVED 24 APRIL, 1885 CONTAINING 57.92 HECTARES (143.06 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME SECOND *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 25 THAT PORTION OF THE NORTH EAST QUARTER WHICH LIES TO THE SOUTH OF THE BOW RIVER AS SHOWN ON TOWNSHIP PLAN APPROVED 24 APRIL 1885 CONTAINING 13.88 HECTARES (34.20 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME THIRD *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 25	161 049 311 +1

	QUARTER SOUTH WEST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS FOURTH *ALL MINES AND MINERALS WITHIN, UPON OR UNDER MERIDIAN 4 RANGE 28 TOWNSHIP 21 SECTION 25 THAT PORTION OF THE SOUTH EAST QUARTER WHICH LIES TO THE SOUTH OF THE BOW RIVER AS SHOWN ON TOWNSHIP PLAN APPROVED 24 APRIL 1885 CONTAINING 62.7 HECTARES (155 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME	
28	*ALL MINES AND MINERALS WITHIN, UPON OR UNDER: MERIDIAN 5 RANGE 1 TOWNSHIP 19 SECTION 25 QUARTER SOUTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 049 023
29	FIRST *ALL MINES AND MINERALS OTHER THAN COAL, WITHIN, UPON OR UNDER: MERIDIAN 5 RANGE 2 TOWNSHIP 14 SECTION 21 QUARTER NORTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS SECOND *ALL MINES AND MINERALS OTHER THAN COAL, WITHIN, UPON OR UNDER: MERIDIAN 5 RANGE 2 TOWNSHIP 14 SECTION 21 QUARTER SOUTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 048.836 +10

30	*ALL MINES AND MINERALS OTHER THAN COAL WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 23 TOWNSHIP 20 SECTION 22 QUARTER SOUTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 048 836 +9
31	*ALL MINES AND MINERALS EXCEPT COAL, WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 23 TOWNSHIP 20 SECTION 15 QUARTER NORTH WEST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 048 836 +6
32	*ALL MINES AND MINERALS EXCEPT COAL, WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 23 TOWNSHIP 20 SECTION 16 QUARTER NORTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 048 836 +7
33	*ALL MINES AND MINERALS OTHER THAN COAL WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 23 TOWNSHIP 20 SECTION 21 QUARTER SOUTH WEST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 048 836 +8
34	FIRST *ALL MINES AND MINERALS EXCEPT COAL, WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 7 THAT PORTION OF THE NORTH WEST QUARTER WHICH LIES TO THE SOUTH OF THE BOW RIVER	161 048 836 +11

ON THE TOWNSHIP PLAN APPROVED AT OTTAWA 24
APRIL 1885 CONTAINING 15.259 HECTARES (37.64
ACRES) MORE OR LESS

SECOND

*ALL MINES AND MINERALS EXCEPT COAL WITHIN,
UPON OR UNDER:

MERIDIAN 4 RANGE 28 TOWNSHIP 22

SECTION 7

THAT PORTION OF THE NORTH EAST QUARTER

WHICH LIES TO THE SOUTH OF THE BOW RIVER

ON THE TOWNSHIP PLAN APPROVED AT OTTAWA 24
APRIL 1885 CONTAINING 6.684 HECTARES (16.53
ACRES) MORE OR LESS

THIRD

*ALL MINES AND MINERALS EXCEPT COAL, WITHIN,
UPON OR UNDER:

MERIDIAN 4 RANGE 28 TOWNSHIP 22

SECTION 7

QUARTER SOUTH WEST

WHICH LIE TO THE SOUTH OF THE BOW RIVER AS
SHOWN

ON THE TOWNSHIP PLAN DATED 24 APRIL 1885
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR
LESS EXCEPTING: THE EASTERLY 208.7 FEET OF
THE SOUTHERLY 208.7 FEET OF SAID QUARTER
SECTION CONTAINING 0.405 HECTARES (1 ACRE)
MORE OR LESS

FOURTH

*ALL MINES AND MINERALS EXCEPT COAL, WITHIN,
UPON OR UNDER:

MERIDIAN 4 RANGE 28 TOWNSHIP 22

SECTION 7

LEGAL SUBDIVISIONS 7 AND 8

IN THE SOUTH EAST QUARTER

WHICH LIES TO THE SOUTH OF THE BOW RIVER

ON THE TOWNSHIP PLAN APPROVED AT OTTAWA 24
APRIL 1885

CONTAINING IN:

LEGAL SUBDIVISION	HECTARES	ACRES
MORE OR LESS		

	7	16.2	40	
	8	15.8	39	
35	*ALL MINES AND MINERALS OTHER THAN COAL WITHIN, UPON OR UNDER MERIDIAN 5 RANGE 1 TOWNSHIP 20 SECTION 13 THAT PORTION OF THE NORTH EAST QUARTER WHICH LIES WITHIN PLAN GL45 CONTAINING 0.405 OF A HECTARE (1 OF AN ACRE) MORE OR LESS			161 048 836 +12
36	FIRST *ALL PETROLEUM AND NATURAL GAS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 20 SECTION 10 QUARTER SOUTH WEST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS SECOND *ALL PETROLEUM AND NATURAL GAS, AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 20 SECTION 10 QUARTER SOUTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS			161 048 981 +4
37	*ALL MINES AND MINERALS OTHER THAN COAL WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 20 SECTION 27 QUARTER NORTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS			161 049 264
38	FIRST *ALL MINES AND MINERALS OTHER THAN NATURAL GAS			161 048 836 +20

	AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 18 QUARTER SOUTH WEST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS SECOND *ALL MINES AND MINERALS OTHER THAN NATURAL GAS AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 18 QUARTER SOUTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS													
39	FIRST *ALL MINES AND MINERALS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 20 SECTION 18 QUARTER SOUTH WEST CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT: <table> <tr> <th>PLAN</th><th>NUMBER</th><th>HECTARES</th></tr> <tr> <td colspan="3">ACRES (MORE OR LESS)</td></tr> <tr> <td>THE RAILWAY</td><td>RY8</td><td>0.032</td></tr> <tr> <td>0.08</td><td></td><td></td></tr> </table> AND THE RIGHT TO WORK THE SAME SECOND *ALL MINES AND MINERALS OTHER THAN PETROLEUM AND NATURAL GAS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 20 SECTION 18 QUARTER SOUTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	PLAN	NUMBER	HECTARES	ACRES (MORE OR LESS)			THE RAILWAY	RY8	0.032	0.08			161 049 009
PLAN	NUMBER	HECTARES												
ACRES (MORE OR LESS)														
THE RAILWAY	RY8	0.032												
0.08														

40	*ALL PETROLEUM AND NATURAL GAS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 29 TOWNSHIP 20 SECTION 27 LEGAL SUBDIVISION 6 AREA: 16.2 HECTARES (40 ACRES) MORE OR LESS	161 048 957
41	*ALL PETROLEUM AND NATURAL GAS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 20 SECTION 28 QUARTER NORTH WEST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	161 048 836 +2
42	FIRST *ALL MINES AND MINERALS, AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 7 THAT PORTION OF THE NORTH WEST QUARTER WHICH LIES TO THE NORTH OF THE BOW RIVER AS SHOWN ON A TOWNSHIP PLAN DATED 24 APRIL 1885, CONTAINING 35.297 HECTARES (87.24 ACRES) MORE OR LESS SECOND *ALL MINES AND MINERALS, AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: THAT PORTION OF THE NORTH EAST QUARTER OF SECTION 7 IN TOWNSHIP 22 RANGE 28 WEST OF THE 4 MERIDIAN WHICH LIE TO THE NORTH OF THE BOW RIVER AS SHOWN ON THE TOWNSHIP PLAN	161 048 836

	APPROVED AT OTTAWA 24 APRIL 1885 CONTAINING 45.995 HECTARES (113.73 ACRES) MORE OR LESS	
43	FIRST *ALL MINES AND MINERALS, AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 29 TOWNSHIP 22 SECTION 36 QUARTER NORTH WEST AREA: 64.5 HECTARES (159.41 ACRES) MORE OR LESS SECOND *ALL MINES AND MINERALS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 29 TOWNSHIP 22 SECTION 36 QUARTER NORTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.5 HECTARES (159.41 ACRES) MORE OR LESS THIRD *ALL MINES AND MINERALS, AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 29 TOWNSHIP 22 SECTION 36 QUARTER SOUTH WEST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS FOURTH *ALL MINES AND MINERALS, AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER:	161 048 836 +3

	MERIDIAN 4 RANGE 29 TOWNSHIP 22 SECTION 36 QUARTER SOUTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	
44	FIRST *ALL MINES AND MINERALS, AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 29 TOWNSHIP 22 SECTION 25 QUARTER NORTH WEST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS SECOND *ALL MINES AND MINERALS, AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 29 TOWNSHIP 22 SECTION 25 QUARTER NORTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS THIRD *ALL MINES AND MINERALS, AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 29 TOWNSHIP 22 SECTION 25 QUARTER SOUTH WEST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS FOURTH *ALL MINES AND MINERALS, WITHIN, UPON OR UNDER:	161 048 836 +4

	MERIDIAN 4 RANGE 29 TOWNSHIP 22 SECTION 25 QUARTER SOUTH EAST AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	
45	FIRST *ALL MINES AND MINERALS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 29 TOWNSHIP 22 SECTION 11 THAT PORTION OF THE NORTH WEST QUARTER WHICH LIES TO THE NORTH OF THE BOW RIVER AS SHOWN ON THE TOWNSHIP PLAN APPROVED AT OTTAWA 16 JUNE 1891, CONTAINING 63.9 HECTARES (157.90 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME SECOND *ALL MINES AND MINERALS WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 29 TOWNSHIP 22 SECTION 11 THAT PORTION OF THE NORTH EAST QUARTER WHICH LIES TO THE NORTH OF THE BOW RIVER AS SHOWN ON THE TOWNSHIP PLAN APPROVED AT OTTAWA 16 JUNE 1891, CONTAINING 46.9 HECTARES (116 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME THIRD *ALL MINES AND MINERALS WITHIN, UPON OR UNDER:	161 048 836 +1

	MERIDIAN 4 RANGE 29 TOWNSHIP 22 SECTION 11 THAT PORTION OF THE SOUTH WEST QUARTER WHICH LIES TO THE NORTH OF THE BOW RIVER AS SHOWN ON TOWNSHIP PLAN DATED 16 JUNE 1891 CONTAINING 11.54 HECTARES (28.60 ACRES) MORE OR LESS AND THE RIGHT TO WORK THE SAME	
46	FIRST *ALL MINES AND MINERALS OTHER THAN NATURAL GAS AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 31 QUARTER NORTH WEST AREA: 64.3 HECTARES (159 ACRES) MORE OR LESS SECOND *ALL MINES AND MINERALS OTHER THAN NATURAL GAS AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 31 QUARTER NORTH EAST AREA: 63.9 HECTARES (158 ACRES) MORE OR LESS THIRD *ALL MINES AND MINERALS OTHER THAN NATURAL GAS AND THE RIGHT TO WORK THE SAME	161 048 836 +22

WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 31 QUARTER SOUTH WEST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS FOURTH *ALL MINES AND MINERALS OTHER THAN NATURAL GAS AND THE RIGHT TO WORK THE SAME WITHIN, UPON OR UNDER: MERIDIAN 4 RANGE 28 TOWNSHIP 22 SECTION 31 QUARTER SOUTH EAST AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS	
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Schedule "C" Form of Order: LTAM Sale Approval and Vesting Order

COURT FILE NUMBER

1701-03460

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ALBERTA ENERGY REGULATOR

DEFENDANT

LEXIN RESOURCES LTD., 1051393 B.C.
LTD., 0989 RESOURCE PARTNERSHIP,
LR PROCESSING LTD., and LR
PROCESSING PARTNERSHIP

DOCUMENT

SALE APPROVAL AND VESTING
ORDER

(Sale by Receiver to Long Term Asset
Management Inc.)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Robyn Gurofsky
Borden Ladner Gervais LLP
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Calgary, AB T2P 0R3
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Facsimile: (403) 266-1395
Email: rgurofsky@blg.com
File No. 547730-000021

DATE ON WHICH ORDER WAS PRONOUNCED: July 11, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice B.E.C. Romaine

UPON THE APPLICATION by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership (collectively, the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and LONG TERM ASSET MANAGEMENT INC. (the "**Purchaser**") dated June 12, 2019 and appended to the Fourteenth Report of

the Receiver dated June 28, 2019 (the "**Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated March 20, 2017 (the "**Receivership Order**"), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and any other counsel or party appearing at the hearing of this Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTIONS

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee), including but not limited to the authorization and empowerment to initiate the transfer of licenses subject to the Transaction on the Alberta Energy Regulator's ("**Energy Regulator**") Digital Data Submission system to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Subject only to approval by the Energy Regulator of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the Oil and Gas Conservation Act (Alberta) and section 18 of the Pipeline Act (Alberta), upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts

or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**")),

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey

to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- a. the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
 - i. cancel existing Certificates of Title listed pursuant to the Land Schedule, attached as **Schedule "D"** to this Order;
 - ii. issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee);
 - iii. transfer to the New Certificate of Title the existing instruments listed in **Schedule "E"**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule "E"**; and
 - iv. discharge and expunge the Encumbrances listed in **Schedule "C"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- b. Alberta Energy ("**Energy Ministry**") shall and is hereby authorized, requested and directed to forthwith:
 - i. cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the Bank Act (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and
 - ii. transfer all Crown leases listed in **Schedule "F"** to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims

including Encumbrances but excluding Permitted Encumbrances;

- c. the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement, other than any required approval by the Energy Regulator referenced in paragraph 3 above.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control

of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

9. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta Employment Standards Code, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the Personal Information Protection and Electronic Documents Act (Canada) and section 20(e) of the Alberta Personal Information Protection Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and

current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

15. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtor; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an

officer of the 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.

18. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at: www.grantthornton.ca/lexin

and service on any other person is hereby dispensed with.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

J.C.C.Q.B.A.

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER	1701-03460	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	ALBERTA ENERGY REGULATOR	
DEFENDANT	LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD., and LR PROCESSING PARTNERSHIP	

DOCUMENT	RECEIVER'S CERTIFICATE
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ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Robyn Gurofsky Borden Ladner Gervais LLP 1900, 520 3 Avenue SW Calgary, AB T2P 0R3 Telephone: (403) 232-9774 Facsimile: (403) 266-1395 Email: rgurofsky@blg.com File No. 547730-000021
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RECITALS

- A. Pursuant to an Order of the Honourable Justice P. Jeffrey of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated March 20, 2017, Grant Thornton Limited was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd., and LR Processing Partnership (the "**Debtor**").
- B. Pursuant to an Order of the Court dated July 11, 2019 the Court approved the agreement of purchase and sale made as of June 12, 2019 (the "**Sale Agreement**") between the Receiver and LONG TERM ASSET MANAGMENT INC. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is

to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

Grant Thornton Limited, in its capacity as Receiver of the undertaking, property and assets of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd., and LR Processing Partnership, and not in its personal capacity.

Per; _____

—

Name:

Title:

Schedule "B"

Purchased Assets

1. Lands, Petroleum and Natural Gas Rights, Title Documents, Royalties and Permitted Encumbrances

Vendor File #	Title Document	Legal Description	Zones	Vendor Interest	Encumbrances
M08853	Crown P&NG 0400050044 dated May 4, 2000	Twp 15 Rge 25 W4M: Section 28	All P&NG to Base Mannville	50%	CSS NCGOR to ExxonMobil Canada Energy (Sliding Scale 5% on oil and 10% on natural gas paid on 100% of production and paid by 6058931 Canada Ltd. 50% and Lexin Resources Ltd. 50%) NCGOR 5% Caledonian Royalty Corporation paid on Lexin's working interest share of production and paid by Lexin 100%
M06861	Freehold Natural Gas Lease - Mary Ann Grinde, Donald J. Hoye, Thomas M. Hoye (as to an undivided 1/5 interest)	Twp 15 Rge 25 W4M: Section 33	NG to Base Mannville	72.0001%	15% LESSOR paid on 100% of production to MaryAnne Grinde 33.34%, Heidi H. Toale 33.33% and Thomas M. Hoye 33.33% and paid by 6058931 Canada Ltd. 30% and Lexin Resources Ltd. 70% NCGOR 5% Caledonian Royalty Corporation paid on Lexin's working interest share of production and paid by Lexin 100%
M06862	Freehold Natural Gas Lease - Lawrence Kramer (as to an undivided 3/10 interest)	Twp 15 Rge 25 W4M: Section 33	NG to Base Mannville	72.0001%	15% LESSOR paid on 100% of production to Lawrence Kramer 100% and paid by 6058931 Canada Ltd. 30% and Lexin Resources Ltd. 70% NCGOR 5% Caledonian Royalty Corporation paid on Lexin's working interest share of production and paid by Lexin 100%
M06863	Freehold Natural Gas Lease - Margaret Wendt (as to an undivided 1/15 interest)	Twp 15 Rge 25 W4M: Section 33	NG to Base Mannville	72.0001%	15% LESSOR paid on 100% of production to AJJ Investments 100% and paid by 6058931 Canada Ltd. 30% and Lexin Resources Ltd. 70% NCGOR 5% Caledonian Royalty Corporation paid on Lexin's working interest share of production and paid by Lexin 100%

M06864	Freehold Natural Gas Lease - Donna Greenig (as to an undivided 1/15 Interest)	Twp 15 Rge 25 W4M: Section 33	NG to Base Mannville	72.0001%	15% LESSOR paid on 100% of production to Donna Greenig 50% and Dody Arrendale 50% and paid by 6058931 Canada Ltd. 30% and Lexin Resources Ltd. 70% NCGOR 5% Caledonian Royalty Corporation paid on Lexin's working interest share of production and paid by Lexin 100%
M06866	Freehold Natural Gas Lease - P & M Kidder (as to an undivided 1/15 Interest)	Twp 15 Rge 25 W4M: Section 33	NG to Base Mannville	72.0001%	15% LESSOR paid on 100% of production to P&M Kidder 100% and paid by 6058931 Canada Ltd. 30% and Lexin Resources Ltd. 70% NCGOR 5% Caledonian Royalty Corporation paid on Lexin's working interest share of production and paid by Lexin 100%
M06848	Freehold Natural Gas Lease - V.A. Petersen (as to an undivided 1/15 Interest)	Twp 15 Rge 25 W4M: Section 33	NG to Base Mannville	72.0001%	15% LESSOR paid on 100% of production to Petersen et al 100% and paid by 6058931 Canada Ltd. 30% and Lexin Resources Ltd. 70% NCGOR 5% Caledonian Royalty Corporation paid on Lexin's working interest share of production and paid by Lexin 100%
M06855	Freehold Natural Gas Lease - J & M Kidder (as to an undivided 1/15 Interest)	Twp 15 Rge 25 W4M: Section 33	NG to Base Mannville	72.0001%	15% LESSOR paid on 100% of production to J&M Kidder 100% and paid by 6058931 Canada Ltd. 30% and Lexin Resources Ltd. 70% NCGOR 5% Caledonian Royalty Corporation paid on Lexin's working interest share of production and paid by Lexin 100%
M06865	Freehold Natural Gas Lease - Christobel Rhoads (as to an undivided 1/10 interest)	Twp 15 Rge 25 W4M: Section 33	NG to Base Mannville	72.0001%	15% LESSOR paid on 100% of production to Christobel Rhoads 100% and paid by 6058931 Canada Ltd. 30% and Lexin Resources Ltd. 70% NCGOR 5% Caledonian Royalty Corporation paid on Lexin's working interest share of production and paid by Lexin 100%

M06369	Freehold Natural Gas Lease - Guy Macomber (as to an undivided 1/15 interest)	Twp 15 Rge 25 W4M: Section 33	NG to Base Mannville	72.0001%	17% LESSOR paid on 100% of production to Guy D. Macomber 100% and paid by 6058931 Canada Ltd. 30% and Lexin Resources Ltd. 70% NCGOR 5% Caledonian Royalty Corporation paid on Lexin's working interest share of production and paid by Lexin 100%
M06369	Freehold Natural Gas Lease - Guy Macomber (as to an undivided 1/15 interest)	Twp 15 Rge 25 W4M: Section 33	NG Below Base Mannville	100%	17% LESSOR paid on 100% of production to Guy D. Macomber 100% and paid by 6058931 Canada Ltd. 30% and Lexin Resources Ltd. 70% NCGOR 5% Caledonian Royalty Corporation paid on Lexin's working interest share of production and paid by Lexin 100%
M08855	Crown P&NG 0400050048 dated May 4, 2000	Twp 15 Rge 25 W4M: Section 34	All P&NG to Base Mannville	50%	CSS NCGOR to ExxonMobil Canada Energy (Sliding Scale 5% on oil and 10% on natural gas paid on 100% of production and paid by 6058931 Canada Ltd. 50% and Lexin Resources Ltd. 50%) NCGOR 5% Caledonian Royalty Corporation paid on Lexin's working interest share of production and paid by Lexin 100%
M08864	Crown P&NG 0405120388 dated December 15, 2005	Twp 16 Rge 25 W4M: Section 6	All P&NG to Base Mannville	50%	CSS NCGOR 5% Caledonian Royalty Corporation paid on Lexin's working interest share of production and paid by Lexin 100%

2. Wells, Pipelines and Facilities

WELLS	LICENCE	SURFACE LOCATION	STATUS	LEXIN WI
100 / 14-28-015-25 W4 / 0	0335770	14-28-015-25W4M	GAS FLOW	50%
102 / 14-28-015-25 W4 / 0	0348415	14-28-015-25W4M	DRL&C	50%
100 / 10-33-015-25 W4 / 0	0358667	10-33-015-25W4M	GAS FLOW	72.0001% Pooled

100 / 06-34-015-25 W4 / 0	0337243	06-34-015-25W4M	GAS FLOW	50%
100/05-06-016-25W4/0	351489	05-06-16-25W4M	GAS FLOW	50%

Pipelines & Riser Sites

LICENSE #46043	FROM	TO
Line 1	9-29-015-25W4	11-01-016-26W4
Line 3	14-28-015-25W4	09-29-015-25W4
Line 4	05-06-16-25W4	04-06-016-25W4
Line 5	10-33-015-25W4	14-28-015-25W4
Line 8	06-34-015-25W4	14-28-015-25W4
Riser Site	04-06-016-25W4M	

Facilities

NONE

Schedule "C"

Encumbrances – Not Permitted

Nil

Schedule "D"

CERTIFICATES OF TITLE

LAND TITLE CERTIFICATE NUMBER	LAND TITLES DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE	PARTICULARS
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Nil.

Schedule "E"

Permitted Encumbrances, Caveats, Easements and Restrictive Covenants

UTILITY-RIGHT-OF-WAYS - EASEMENTS

To be transferred into the name of the Purchaser or its Nominee

COMPANY FILE NO.	LANDS	TITLE NO.	REGISTRATION NO.	REGISTRATION DATE
E06668	Twp 15 Rge 25 W4M: NE 29	101 054 138	061 245 885	20/06/2006
E06669	Twp 15 Rge 25 W4M: NW 29	151 245 246 +2	061 245 886	20/06/2006
E06670	Twp 15 Rge 25 W4M: NE 30	131 133 266	061 245 887	20/06/2006
E06671	Twp 15 Rge 25 W4M: N & S 31	851 148 834 (N31) 851 148 834 A (S31)	061 245 888	20/06/2006
E06672	Twp 16 Rge 25 W4M: SW 6	154H42	061 245 889	20/06/2006
E06673	Twp 16 Rge 26 W4M: NW & S 1	021 130 366 +2	061 245 890	20/06/2006
E06674	Twp 15 Rge 25 W4M: NW 28	081 227 006	061 245 891	20/06/2006
E06675	Twp 15 Rge 25 W4M: NE 29	101 054 138	061 245 892	20/06/2006
E06682	Twp 16 Rge 25 W4M: SW 6	154H42	061 245 889	20/06/2006
E06688	Twp 15 Rge 25 W4M: NE 28	011 354 596	061 482 399	20/11/2006
E06687	Twp 15 Rge 25 W4M: E 33	071 243 994 +5	061 482 398	20/11/2006
E06694	Twp 15 Rge 25 W4M: SW 34	111 151 736	071 360 314	18/07/2007
E06695	Twp 15 Rge 25 W4M: SE 33	071 243 994 +5	071 360 315	18/07/2007

E06696	Twp 15 Rge 25 W4M: NE 28	011 354 596	071 360 316	18/07/2007
E06697	Twp 15 Rge 25 W4M: NW 28	081 227 006	071 360 317	18/07/2007

SURFACE LEASE CAVEATS

To be transferred in to the name of the Purchaser or its Nominee

COMPANY FILE NO.	LANDS	TITLE NO.	REGISTRATION NO.	REGISTRATION DATE
S07153	Twp 15 Rge 25 W4M: NW 28	081 227 006	051 294 869	16/08/2005
S07167	Twp 15 Rge 25 W4M: NE 33	071 243 994 + 5	061 193 013	17/05/2006
S07155	Twp 15 Rge 25 W4M: SW 34	111 151 736	051 327 287	08/09/2005
S07163	Twp 16 Rge 25 W4M: SW 6	154H42	061 119 131	23/03/2006
S07168	Twp 16 Rge 25 W4M: SW 6 (Riser Site)	154H42	061 192 766	17/05/2006

SURFACE RIGHTS BOARD ORDERS – EASEMENTS

NIL

CAVEATS – EASEMENTS

NIL

Schedule "F"

CROWN LEASES

COMPANY FILE NO.	AGREEMENT NUMBER	AGREEMENT TYPE	INTEREST DESCRIPTION	EFFECTIVE DATE
M08853	0400050044	Alberta Crown P&NG Mineral Lease	Twp 15 Rge 25 W4M: Section 28 All P&NG to Base Mannville	May 5, 2000
M08855	0400050048	Alberta Crown P&NG Mineral Lease	Twp 15 Rge 25 W4M: Section 34 All P&NG to Base Mannville	May 5, 2000
M08864	0405120388	Alberta Crown P&NG Mineral Lease	Twp 16 Rge 25 W4M: Section 6 All P&NG to Base Mannville	December 15, 2005

FREEHOLD MINERAL LEASES

COMPANY FILE NO.	LANDS	TITLE NO.	REGISTRATION NO.	REGISTRATION DATE
M06369	Twp 15 Rge 25 W4MM: Section 33	011 061 853	051 476 427 (Scott Land & Lease)	14/12/2005
M06861	Twp 15 Rge 25 W4M: Section 33	031 307 579 +2	041 053 109	05/02/2004
M06865	Twp 15 Rge 25 W4M: Section 33	841 067 423 I	041 012 192	10/01/2004
M06855	Twp 15 Rge 25 W4M: Section 33	941 293 532	041 056 746	09/02/2004

M06863	Twp 15 Rge 25 W4M: Section 33	161 075 870	041 013 996	12/01/2004
M06862	Twp 15 Rge 25 W4M: Section 33	121 065 821 +4	041 004 478	06/01/2004
	Twp 15 Rge 25 W4M: Section 33	121 065 842 +2	041 004 478	06/01/2004
M06848	Twp 15 Rge 25 W4M: Section 33	161 041 235 +3	041 018 892	14/01/2004
M06864	Twp 15 Rge 25 W4M: Section 33	181 048 559 +5	041 013 999	12/01/2004
M06866	Twp 15 Rge 25 W4M: Section 33	941 293 532 + 1	041 038 947	27/01/2004

Schedule "D" Form of Order: HESC Sale Approval and Vesting Order

COURT FILE NUMBER 1701-03460

Clerk's Stamp

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ALBERTA ENERGY REGULATOR

DEFENDANT LEXIN RESOURCES LTD., 1051393 B.C. LTD.,
0989 RESOURCE PARTNERSHIP, LR
PROCESSING LTD., and LR PROCESSING
PARTNERSHIP

DOCUMENT SALE APPROVAL AND VESTING ORDER
(Sale by Receiver to HESC Energy Corporation)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT Robyn Gurofsky
Borden Ladner Gervais LLP
1900, 520 3 Avenue SW
Calgary, AB T2P 0R3
Telephone: (403) 232-9774
Facsimile: (403) 266-1395
Email: rgurofsky@blg.com
File No. 547730-000021

DATE ON WHICH ORDER WAS PRONOUNCED: July 11, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice B.E.C. Romaine

UPON THE APPLICATION by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership (collectively, the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and HESC ENERGY CORPORATION (the "**Purchaser**") dated June 26, 2019 and appended to the Fourteenth Report of the Receiver dated June 28, 2019 (the "**Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated March 20, 2017 (the "**Receivership Order**"), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and any other counsel or party appearing at the hearing of this Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTIONS

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee), including but not limited to the authorization and empowerment to initiate the transfer of licenses subject to the Transaction on the Alberta Energy Regulator's ("**Energy Regulator**") Digital Data Submission system to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Subject only to approval by the Energy Regulator of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the Oil and Gas Conservation Act (Alberta) and section 18 of the Pipeline Act (Alberta), upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether

or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "E"** (collectively, "**Permitted Encumbrances**")

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey

to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

(a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel existing Certificates of Title listed pursuant to the Land Schedule, attached as **Schedule "D"** to this Order;
- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, HESC Energy Corporation;
- (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "E"**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule "E"**; and
- (iv) discharge and expunge the Encumbrances listed in **Schedule "C"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;

(b) Alberta Energy ("**Energy Ministry**") shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the Bank Act (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the

Debtor in and to any of the Purchased Assets located in the Province of Alberta;
and

- (ii) transfer all Crown leases listed in **Schedule "F"** to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;

(c) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement, other than any required approval by the Energy Regulator referenced in paragraph 3 above.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall

not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

9. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta Employment Standards Code, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or

other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the Personal Information Protection and Electronic Documents Act (Canada) and section 20(e) of the Alberta Personal Information Protection Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

15. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall

not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the 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.
18. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at: www.grantthornton.ca/lexin and service on any other person is hereby dispensed with.
19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER	1701-03460	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	ALBERTA ENERGY REGULATOR	
DEFENDANT	LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD., and LR PROCESSING PARTNERSHIP	
DOCUMENT	RECEIVER'S CERTIFICATE	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Robyn Gurofsky Borden Ladner Gervais LLP 1900, 520 3 Avenue SW Calgary, AB T2P 0R3 Telephone: (403) 232-9774 Facsimile: (403) 266-1395 Email: rgurofsky@blg.com File No. 547730-000021	

RECITALS

- A. Pursuant to an Order of the Honourable Justice P. Jeffrey of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated March 20, 2017, Grant Thornton Limited was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd., and LR Processing Partnership (the "Debtor").
- B. Pursuant to an Order of the Court dated July 11, 2019, the Court approved the agreement of purchase and sale made as of June 26, 2019 (the "Sale Agreement") between the Receiver and HESC ENERGY CORPORATION (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the

Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

Grant Thornton Limited, in its capacity as Receiver of the undertaking, property and assets of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd., and LR Processing Partnership, and not in its personal capacity,

Per; _____

—

Name:

Title:

Schedule "B"

Purchased Assets

1. **Lands, Petroleum and Natural Gas Rights, Title Documents, Royalties and Permitted Encumbrances**

INSERT PDF

2. Wells, Pipelines and Facilities

Wells

Location	Licence
00/04-10-023-28W4	0189985
00/04-21-023-28W4	0179609
00/07-21-023-28W4	0256890
00/10-21-023-28W4	0177460
02/10-21-023-28W4	0203704
00/12-21-023-28W4	0181274
00/02-28-023-28W4	0214266
00/07-33-023-28W4	0031415
02/10-28-023-28W4	0327717
00/05-34-023-28W4	0037686

Pipelines

From	To	Licence
6-34-23-28-W4M	7-33-23-28-W4M	28351
7-33-23-28-W4M	4-10-23-28-W4M	24493
7-33-23-28-W4M	10-21-23-28-W4M	28709
14-16-23-28-W4M	10-21-23-28-W4M	28709
11-28-23-28-W4M	10-21-23-28-W4M	46191
3-28-23-28-W4M	10-21-23-28-W4M	34879
10-21-23-28-W4M	6-29-22-28-W4M	34425

Facilities

Location	Type	Licence
7-33-23-28-W4M	Battery	F3379
10-21-23-28-W4M	Battery and Compressor Station	F3377
10-21-23-28-W4M	Battery	F3378

Schedule "C"
Encumbrances – Not Permitted

NIL

Schedule "D"

CERTIFICATES OF TITLE

LAND TITLE CERTIFICATE NUMBER	LAND TITLES DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE	PARTICULARS
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Nil

Schedule "E"

Permitted Encumbrances, Caveats, Easements and Restrictive Covenants

UTILITY-RIGHT-OF-WAYS - EASEMENTS

To be transferred into the name of the Purchaser or its Nominee

COMPANY FILE NO.	LANDS	TITLE NO.	REGISTRATION NO.	REGISTRATION DATE
-----------------------------	--------------	------------------	-----------------------------	------------------------------

TBD BASED ON
ABOVE
SCHEDULES

SURFACE LEASE CAVEATS

To be transferred in to the name of the Purchaser or its Nominee

COMPANY FILE NO.	LANDS	TITLE NO.	REGISTRATION NO.	REGISTRATION DATE
-----------------------------	--------------	------------------	-----------------------------	------------------------------

TBD BASED ON
ABOVE
SCHEDULES

(Excluding the 33-23-28 W4M Surface Leases)

SURFACE RIGHTS BOARD ORDERS – EASEMENTS

NIL

CAVEATS – EASEMENTS

NIL

Schedule "F"

CROWN LEASES

Vendor File #	Title Document	Legal Description
M03042	Cr P&NG Lease 0478080008	23-28-W4M:Ptn. 14
M03042	Cr P&NG Lease 0478080008	23-28-W4M:Ptn. 14
M02936	Cr P&NG Lease 0495060015	23-28-W4M:NE & ptn S 16
M02936	Cr P&NG Lease 0495060015	23-28-W4M:NE & ptn S 16
M02936	Cr P&NG Lease 0495060015	23-28-W4M:NE & ptn S 16
M02940	Cr P&NG Lease 116502	23-28-W4M:28
M02940	Cr P&NG Lease 116502	23-28-W4M:28
M05652	Cr P&NG Lease 127056A	23-28-W4M:N&SE34
M05653	Cr P&NG Lease 127056B	23-28-W4M:SW34

Schedule "E" Form of Order – VARIOUS RELIEF

COURT FILE NUMBER **1701-03460**

COURT COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE Calgary

APPLICANT **ALBERTA ENERGY REGULATOR**

RESPONDENT **LEXIN RESOURCES LTD., 1051393 B.C.
LTD., 0989 RESOURCE PARTNERSHIP,
LR PROCESSING LTD. and LR
PROCESSING PARTNERSHIP**

DOCUMENT **ORDER (Various Relief)**

Clerk's Stamp

ADDRESS FOR SERVICE AND Robyn Gurofsky
CONTACT INFORMATION OF Borden Ladner Gervais LLP
PARTY FILING THIS 1900, 520 3rd Ave. S.W.
DOCUMENT Calgary, AB T2P 0R3
 Telephone: (403) 232-9774/9715
 Facsimile: (403) 266-1395
 Email: rgurofsky@blg.com
 File No. 547730/000021

DATE ON WHICH ORDER WAS PRONOUNCED: July 11, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable B.E.C. Romaine

UPON the Application of Grant Thornton Limited in its capacity as the court-appointed receiver (the "**Receiver**") of Lexin Resources Ltd. ("**Lexin**"), 1051393 B.C. Ltd. ("**105**"), 0989 Resource Partnership ("**0989**"), LR Processing Ltd. ("**LR Ltd.**") and LR Processing Partnership ("**LR Processing**" and collectively with Lexin, 105, 0989 and LR Ltd. the "**Lexin Group**"); **AND UPON** having read the Fourteenth Report of the Receiver, dated June 28, 2019 (the "**Fourteenth Report**") and the Affidavit of Service of Jennifer Gorrie, filed, and the pleadings and Receiver's reports previously filed herein, including the receivership order granted on March 20, 2017 (the "**Lexin Receivership Order**"); **AND UPON** having heard submissions from counsel for the Receiver, and any other counsel in attendance at this Application,

IT IS HEREBY ORDERED AND DECLARED THAT:**Service**

1. The time for service of this Application together with all supporting materials is hereby declared to be good and sufficient and no other person is required to have been served with such documents, and this hearing is properly returnable before this Honourable Court today and further service thereof is dispensed with.
2. Service of this Order shall be deemed good and sufficient by serving the same on:
 - (a) The persons listed on the service list who have provided email contacts information (attached as Schedule "A" to the Application); and
 - (b) By posting a copy of this Order on the Receiver's website at:
<http://www.granthornton.ca/lexin>
3. No other Persons are entitled to be served with a copy of this Order.

Distribution and Holdback

4. The Receiver is hereby authorized and directed to make a distribution to the Alberta Energy Regulator, on behalf of the Orphan Well Association, to satisfy end of life obligations associated with the oil and gas assets of the Lexin Group, in the approximate amount of \$900,000, together with any additional funds realized from assets after June 20, 2019, the date of the Statement of Receipts and Disbursements appended to the Fourteenth Report.
5. The Receiver is hereby authorized to maintain a holdback fund of \$594,000 (the "**Holdback Funds**") to satisfy administrative fees and costs associated with winding up the administration of the receivership estate, including but not limited to, the payment of additional fees of the Receiver and its legal counsel in the amounts of \$200,000 and \$75,000, which fees are hereby approved without the necessity of a formal passing of accounts.
6. The Receiver is hereby directed to distribute any portion of the Holdback Funds not actually incurred for the completion of the administration of the Lexin Group estate, to the Alberta Energy Regulator, on behalf of the Orphan Well Association, to satisfy end of life obligations associated with the oil and gas assets of the Lexin Group.

Approval of Activities & Fees

7. The Receiver's activities as set out in the Fourteenth Report are hereby approved.
8. The Receiver's accounts for fees and disbursements, as summarized in the Fourteenth Report, invoices for which were provided to the Court, are hereby approved without the necessity of a formal passing of its accounts.
9. The accounts of the Receiver's legal counsel, Borden Ladner Gervais LLP, for its legal fees and disbursements, as summarized in the Fourteenth Report, invoices for which were provided to the Court, are hereby approved without the necessity of a formal passing of its accounts.

Destruction of Records

10. The Receiver is authorized to dispose of the Lexin Group records no earlier than December 16, 2019 at its discretion.

Discharge of Receiver

11. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and the Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any fraud, gross negligence or wilful misconduct on the part of the Receiver, or with leave of the Court. Subject to the foregoing, any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished and forever barred and the Receiver is hereby released and discharged from any and all liability that the Receiver now has or may hereafter have, by reason of, or in any way arising out of, the acts or omissions of the Receiver while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the part of the Receiver.
12. No action or other proceeding shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on Notice to the Receiver, and upon such terms as this Court may direct.
13. Upon the Receiver filing with the Clerk of the Court a sworn Affidavit of a licensed Trustee employed by the Receiver confirming that:

- (a) the distribution to the Alberta Energy Regulator as contemplated by paragraph 4 of this Order has been made;
- (b) the sales approved by the Court on July 11, 2019 have closed;
- (c) the Tolling Period as provided for pursuant to the Settlement Agreement has expired;

then the Receiver shall be discharged as Receiver of the Lexin Group, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver.

14. This Court hereby requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of any other nation or state, to act in aid of and be complimentary to this Court in carrying out the terms of this Order.