Grant Thornton

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JUDICIAL CENTRE
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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:	**RECEIVER'S SEVENTH REPORT APRIL 9th, 2018**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING DOCUMENT

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Introduction

1. On March 20, 2017, on application by the Alberta Energy Regulator ("**AER**"), the Court of Queen's Bench of Alberta (the "**Court**") granted an order (the "**Receivership Order**") appointing Grant Thornton Limited (the "**Receiver**") as receiver and manager of Lexin Resources Ltd. ("**Lexin**" or the "**Company**").

2. On June 13, 2017, on a consent basis the Court approved a receivership order ("**Expanded Receivership Order**") adding the following Lexin related entities to the within Receivership proceedings:

    a) 1051393 BC Ltd. ("**105**");

    b) 0989 Resource Partnership ("**0989**");

    c) LR Processing Ltd. ("**LR Ltd**"); and

    d) LR Processing Partnership ("**LR Partnership**");

    (collectively the "**Additional Lexin Entities**" and collectively, along with Lexin, the "**Lexin Group**").

3. The Receiver has issued six previous reports between March 30, 2017 and November 27, 2017 (collectively the "**Prior Reports**"). The Prior Reports should be read in conjunction with the Seventh Report.

4. On December 4, 2017, the Court granted various Orders approving, among other things:

    a) An increase in the Receiver's Borrowings Charge from $2,100,000 to $2,600,000;

    b) The Receiver's activities as set out in the Fifth Report and Sixth Report including Confidential Supplements thereto; and

    c) The fees and disbursements of the Receiver and its legal counsel as set out in the Sixth Report;

d) The sealing of the Confidential Supplements to the Sixth Report; and

e) The sale of Lexin's Carbon Credits (as defined in the Sixth Report).

All of these Orders are available on the Receiver's website as later referenced in this report.

5. On December 11th, 2017, as prescribed in the Procedural Order outlined in the Sixth Report, the Court heard arguments on the Receiver's application for advice and direction regarding the validity of the Finance Loan (as defined in the Fifth Report). The Court reserved its decision on this matter. As of the date of this Seventh Report, this decision has not yet been issued.

6. The purpose of this report (the "**Seventh Report**") is to:

   a) provide this Court and other interested parties with a brief summary of the activities of the Receiver since the Sixth Report;

   b) provide certain non-confidential information on the status of the Court-approved Sales Process the Receiver is presently conducting for the Lexin Group's oil and gas properties via its sales advisor, Sayer Energy Advisors Ltd. ("**Sayer**");

   c) seek the Court's approval for the sale of Lexin's non-operated 5.736% interest in the Ghost Pine Unit (as described herein) and provide information in respect thereof;

   d) seek the Court's approval of the sealing of the **Confidential Appendix 5** until further Order of this Court;

   e) seek the Court's approval for the Receiver's authority to execute the transfer of two well licenses and one pipeline license segment on AER's Digital Data Submission ("**DDS**") system to a majority working interest partner, as described herein;

   f) seek the Court's approval for the partial discharge of the Receiver over certain licenses that have received no offers during the Sales Process, including the discharge over the responsibility for the ongoing marketing of these licenses and the payment of associated expenses over the associated assets, all as outlined herein;

g) seek the Court's approval for an increase in the asset sale threshold limit from $150,000 to $300,000 for reasons outlined herein;

h) seek the Court's approval for amendment of the Receivership Order, *nunc pro tunc*, to explicitly provide the Receiver with the entitlement to disclaim, abandon or renounce the Lexin Group's interest in any contracts, agreements, or other Property;

i) provide information on the financial position of the receivership;

j) seek the Court's approval for the Receiver's activities and conduct, since last approved; and

k) seek the Court's approval for the professional fees and disbursements incurred by the Receiver and its legal counsel, since last approved.

7. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars. Capitalized terms not otherwise defined herein shall adopt the meaning as defined in the Receivership Order, the AER's originating application materials, the affidavit of Laura Chant sworn on March 11, 2017 (the "**Chant Affidavit**") and the Receiver's Prior Reports.

Limitations of Report

8. The information contained in the Seventh Report has been obtained from the available records of the Lexin Group, publicly available information, information obtained from various Lexin Group stakeholders, and discussions with former Lexin Group employees. The information was not audited nor otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this report may not disclose all significant matters about the Lexin Group. Accordingly, we do not express an opinion or any other form of assurance on the information presented herein. The Receiver may refine or alter its observations as further information is obtained or is brought to its attention after the date of this report.

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

10. A copy of the Seventh Report and other relevant documents in the receivership proceedings are available on the Receiver's website at: www.grantthornton.ca/Lexin.

Confidential Appendices

11. In order to avoid publicly disclosing certain information that would be prejudicial to third parties or the Receiver's efforts to maximize realizations from the sale of the Lexin Group's Property, prior to completing the sale of that Property, the Receiver has marked an appendix to this report as confidential and omitted it from the report that will form part of the public record. This confidential appendix has been submitted to the Court for review and the Receiver will be applying for an order sealing this confidential appendix until further order of the Court.

Background

12. Lexin is a privately held corporation formed pursuant to the laws of British Columbia. The Company was engaged in the business of oil and gas exploration and production in Alberta.

13. The events leading up to the receivership of Lexin were outlined in the Chant Affidavit and in the First Report. In summary, Lexin had numerous regulatory orders issued against it by the AER which resulted in the suspension of all of Lexin's AER regulated assets. In an unprecedented step taken by the AER, the AER sought the appointment of a receiver to realize upon the assets of Lexin, attend to stakeholder and creditor issues in an orderly fashion and help address many of the outstanding environmental and safety issues at the Sites and the Abandoned Sites in a court supervised process.

14. The organizational structure of the Lexin Group is discussed in our Prior Reports. For ease of reference, we have included the organizational structure and a table of defined terms for each entity in documents attached as **Appendix 1** and **Appendix 2**, respectively.

15. Further background on the Lexin Group, its assets and events leading up to the receivership proceedings are available by reviewing the Chant Affidavit and materials filed in these proceedings.

Activities of the Receiver

16. Since filing the Sixth Report, the Receiver has taken a number of steps, which may be categorized as follows:
    a) Environmental and Safety Issues;
    b) Asset Preservation and Protection Issues;
    c) Records and DPO Issues;
    d) Creditor/Stakeholder Issues; and
    e) Sales Process Issues.

    Each of these major areas are discussed further below with the exception of Sales Process issues, which is discussed in a separate section following this Activities of Receiver section.

    Environmental and Safety Issues

17. The Receiver has continued to work with stakeholders, including the AER, OWA and Working Interest Partners ("**WIPS**"), to address environmental and safety matters. This includes providing Lexin Emergency Records ("**LER**") to the OWA, as appropriate, and assisting the AER with various matters at the Mazeppa Plant. The Receiver continues to work with the OWA and WIPS with respect to their abandonments of non-saleable, high-sour-gas-content wells, a process that we are informed is ongoing. The Receiver is also engaged in dialogue with certain interested landowners regarding these abandonments.

Asset Preservation and Protection Issues

18. The Receiver continues to conduct investigations and inquiries with respect to potential realizable assets. All current realizations are reflected in the financial position of the receivership discussed later in this Seventh Report.

19. After working with Pine Cliff Energy Ltd. ("**Pine Cliff**"), the operator for Lexin/0989's interest in the Ghost Pine Unit, with respect to monies owed to Lexin, the Receiver has collected approximately $380,000 of net production revenues for the December 2016 to December 2017 production months (the "**Pine Cliff Receivable**").

20. From the Pine Cliff Receivable, the Receiver has paid approximately $42,000 of Gross Over-Riding Royalties ("**GORR**") owing against this revenue. In addition, the Receiver anticipates paying approximately $150,000 to the Crown in respect of royalties owing against the Pine Cliff Receivable. The Receiver is currently investigating the amounts owing to Alberta Energy, and in particular amounts related to a gas cost allowance that may be set off from the total amount owing to the Crown. The Receiver will complete this investigation prior to making the payment to Alberta Energy on behalf of the Crown.

21. The Receiver is working with various other operators of Lexin's non-operated working interests to ascertain amounts owing by these parties and is optimistic that it will be receiving net revenues from at least one of these parties based on representations made by them.

22. Insurance coverage with respect to Property continues to be in place. The Receiver will be making further amendments to assets insured as a result of the Sales Process results outlined below and the resulting application for partial discharge over various assets. This will significantly reduce property insurance premiums to the estate.

23. Asset protection and preservation issues as related to LR Processing may be summarized as follows:
    a) The Receiver has commissioned an appraisal of the separately-fee-simple titled NE quarter-section of farm land located south of the Mazeppa Gas Plant site, which unencumbered farm land can be realized upon for the benefit of the LR Processing

estate. Upon completion of the appraisal, the Receiver will be engaging a real estate agent to facilitate this sale.

b) At the AER's request, the Receiver is investigating realization options for salvaging the gas processing and associated equipment at the Mazeppa Gas Plant as the Receiver is unable to move forward on any offers as discussed below in the Sales Process section. As a first step towards this end, third party expertise will be sought to assist the Receiver in the formulation of a Request for Proposal ("**RFP**") to be distributed to qualified companies. The RFP will be designed to encapsulate both (i) the dismantling of the multiple buildings containing the gas processing and associated equipment and (ii) the salvage of this equipment thereafter. These efforts are at the preliminary stages, with the Receiver having initial discussions with selected parties who may be able to assist the Receiver in the formulation of the RFP.

c) The Receiver will also be working with the AER, who have care and custody of the Mazeppa Gas Plant site, to ensure the RFP and any bids submitted through the RFP process, comply with the AER's environmental and safety requirements related to the dismantling of buildings and removal of equipment.

d) There are multiple claimants to some of the equipment contained within the Mazeppa Gas Plant buildings and boneyard, including the AER, 597, the MD of Foothills and various builder's lien claimants, including Young Energyserve Inc. The Receiver intends to run the RFP process to determine what, if any, value may be realized from the process before addressing the relative priority of claims against the equipment.

e) In the Sixth Report, the Receiver reported on the lease-interest caveat registered by MFC Power General Partner Ltd. ("**MFC Power**") against the Mazeppa Gas Plant site. On December 11, 2017, MFC Power, through its legal counsel at Sangra Moller, provided the Receiver with a copy of a lease agreement between LR Processing and MFC Power. The Lease Agreement was provided on a confidential basis. The Receiver made enquiries of MFC Power related to the lease and related transactions, however, to date MFC Power has provided no response to the Receiver's enquiries.

f) The urgency of obtaining information related to the MFC Power lease-interest that was outlined in the Sixth Report no longer exists as a result of the current sales status of the Mazeppa Gas Plant, as further outlined below in the Sales Process section.

Records and DPO Issues

24. The Receiver continues to access, as required, some of the over 4,700 banker's boxes now being stored at Calgary Archives as well as the documents located on Lexin electronic server (except for the mail server for reasons outlined in the Prior Reports).

25. Other than the above, the Records and DPO issues described in the Sixth Report remain largely the same as a result of the Receiver focusing its efforts on the Sales Process and realization on the assets.

Creditor/Stakeholder Issues

26. The Receiver has continued to maintain discussions with PPR and land title registrants, WIPs, creditors and stakeholders as outlined in the Prior Reports.

27. Pension Issues – as outlined in the Sixth Report, the Receiver was contacted by Alberta Treasury Board and Finance ("**AB Treasury**"), who, along with a Mazeppa Plant union representative, informed the Receiver that there was a pension plan in place respecting employees of LR Processing. The AB Treasury representative confirmed that the Superintendent of Pensions was appointed the administrator of the Pension Plan for Mazeppa / Gladys Facilities Employees of Mazeppa Processing Partnership. The Receiver has since met with AB Treasury in order to gain a greater understanding of the issues involved with this matter, including but not limited to the amount held by AB Treasury in respect of the pension, the amount of any shortfall to the pension and the nature of the beneficiaries entitled to distributions thereunder. Based on the discussions, the Receiver anticipates receiving an unsecured claim by AB Treasury for a pension shortfall against the estate of LR Processing.

28. WIPs

a) The Receiver has been working with WIPs on financial matters with respect to their contractual relationship with Lexin. In cases where the Receiver does not foresee any economic benefit to the estate from this relationship, it has and will continue to issue disclaimers regarding these contracts. The ability of the Receiver to assess the merits of these contractual relationships has been negatively affected by the state of the Lexin Records and the lack of access to the vast majority of the former Lexin management, senior personnel, employees and consultants.

b) Tamarack Acquisition Corp. ("**Tamarack**") – Tamarack are the 60% non-operated WIP on two wells and one pipeline license segment located in the Callum area in southwestern Alberta. Tamarack holds the mineral leases and Lexin has a farm-in arrangement with Tamarack in respect of these minerals that originated under predecessor entities. Prior to the receivership and any stay of proceedings, Tamarack took the necessary steps under the Joint Operating Agreement ("**JOA**") to obtain operatorship of these assets. The Receiver's counsel has reviewed this matter and confirmed that operatorship was properly obtained by Tamarack prior to the receivership. As a requirement of the JOA, Lexin must transfer the associated agreements and AER licenses to Tamarack, as operator. All of the above was reflected in a letter agreement dated September 13, 2017 as between the Receiver and Tamarack (the "**Tamarack Letter Agreement**"), a copy of which is appended as **Appendix 3** to this report. Pursuant to the terms of the Receivership Order, the Receiver does not have care and custody of the Sites, including wells and pipeline segments subject to Tamarack's mineral leases. Thus, there is uncertainty as to whether the Receiver has the authority to initiate license transfer requests on the AER's DDS system. As contemplated in paragraph 6 of the Tamarack Letter Agreement, the Receiver is seeking the Court's approval for the specific limited authority to request the transfer of the associated licenses (being well licenses W0407159 and W0364935 and pipeline license P00004739 Segment 9) on the AER's

DDS system. The authority to accept the transfer request remains with the AER. This information was communicated in the Sales Process materials.

c) Exxon-Mobil – the Receiver has worked with Exxon-Mobil on various land matters of common interest to Lexin and Exxon-Mobil, both of whom have undertaken sales processes for their High River assets, much of which are joint ventured between the parties. The Receiver has been reviewing the contracts underlying the Exxon-Mobil-Lexin relationship for any notice obligations, given the likely importance of this asset to the Sales Process.

29. Utility suppliers

a) The Receiver has been paying the utility bills associated with the Sites in conjunction with the OWA's care and custody of same. These utilities include Epcor power bills, Zedi sour gas monitoring system bills, Telus bills for emergency call-in phone lines and other associated environmental and line locating vendor bills. The Receiver will be seeking to eliminate, reduce or transfer some of these services in conjunction with its request for the partial discharge over certain licenses as elaborated more fully below in the Sales Process section of this report.

b) The Receiver has received numerous monthly invoices from Epcor in the approximate amount of $27,000 per month for demand and transmission charges at the Mazeppa Gas Plant, with charges commencing in May 2017. This invoicing, which is being rendered to Lexin, despite the fact that the plant is an LR Processing plant, commenced in September 2017 with a carry-forward bill of approximately $100,000 contained in that billing. The Receiver has learned that May to August invoices had been sent by Epcor to the incorrect address, which was corrected in September by Epcor. The Receiver neither requested nor requires these demand services, as the plant has no power and has no prospects for sale that would justify this service. In October 2017, upon the Receiver's receipt of these invoices and internal investigations, it immediately informed Epcor that it did not adopt this agreement and would not be paying these invoices, which contain no charges for the actual use of electricity/power at the Mazeppa plant. This was re-iterated by the Receiver's counsel in a March 2018 letter. The invoices now aggregate over $250,000. Epcor has taken the position that these amounts must be paid by the receivership estate, notwithstanding the fact that the services are not being provided and notwithstanding the fact that invoices were not received for the May to August period until September, 2017. Epcor has also taken the position that because of the unique language of the Receivership Order, the Receiver does not have the ability to disclaim or repudiate the Epcor contract and is required to make payment throughout the course of these proceedings. The Receiver disagrees with the position taken by Epcor and will continue to work with Epcor to resolve this matter or schedule a hearing before the Court. Notwithstanding the Receiver's belief that it has powers to disclaim or renounce agreements stemming from the common law, the Receiver is seeking to amend the Receivership Order to explicitly describe the Receiver's power to disclaim, renounce or repudiate contracts entered into or property owned by the Lexin Group, *nunc pro tunc*. The Receiver believes this clarity is necessary to deal with third parties in an efficient manner going forward.

30. Energy Leasing Partners ("**ELP**") – ELP is not registered principally, or extra-provincially in either Alberta or British Columbia, but instead is registered in the Republic of the Marshall Islands. As outlined in the Fifth Report, ELP has claimed ownership to various Lexin equipment located at, amongst other locations, the Brant, Callum and Cowley areas in Alberta. All of this equipment is located on Sites that were included in the Sales Process. Counsel for ELP represented to the Court in the October 25, 2017 application that it would be willing to discuss including the equipment claimed to be owned by their client in the Sales Process on terms similar to that contained in the Order re: Sale of Disputed Equipment Order dated October 25, 2017. While counsel for ELP advised the Receiver in correspondence dated October 3, 2017 that ELP is amenable to the equipment being sold as part of the overall Sales Process, since the October 25, 2017 Court appearance, counsel for ELP has been unable to obtain instructions regarding a Court order, nor has it been in a position to respond to basic questions regarding ELP, its ownership structure and the transactions it entered into, despite repeated follow-ups by the Receiver. Additionally, we

are informed by the AER that ELP have not replied to correspondence from the AER regarding an Environmental Protection Order ("**EPO**") issued against one of the Sites containing the equipment claimed to be owned by ELP. A copy of the AER's March 28, 2018 correspondence to ELP regarding the EPO, which was copied to the Receiver, is appended to this report as **Appendix 4**.

Sales Process

31. As outlined in the Prior Reports, the Sales Process for Lexin's AER-licensed assets, which represent the vast majority of Lexin's oil and gas assets, has effectively been on hold pending a decision on the Finance Loan, given conflicts presented by that loan.

32. Additionally, as outlined in the Fifth Report and Sixth Report, due to issues associated with ownership of the equipment located on most of Lexin's licensed sites, the Receiver sought the advice and direction of the Court to resolve matters. The Equipment Order was ultimately obtained with the consent of 597. The Equipment Order provides that the Receiver is entitled to include the "597 Equipment" (as defined in that Order) in the Sales Process, but that 597's rights were otherwise reserved in respect of the 597 Equipment. As outlined earlier in this report, a similar Order with respect to equipment claimed to be owned by ELP has not been obtained although they have indicated they are amenable to including this equipment in the Sales Process.

33. The Receiver is able to proceed with bids on certain licensed and operated assets that are not impacted by the Finance Loan, and is proceeding to negotiate with bidders on this limited basis. These negotiations are at an early stage, arising from the complex nature of these bids. In particular, certain bids assumed use of only the sweet portion of the Mazeppa Gas Plant instead of the assumption of entirety of the Mazeppa Gas Plant sweet and sour license (inclusive of its over $26 million LLR liability). The AER has advised that splitting the license as between sweet and sour gas is not possible. As a result, bids for these assets not impacted by the Finance Loan had to be amended to exclude the partial assumption of the Mazeppa Gas Plant license or the assumed use of the Mazeppa Gas Plant altogether.

Ghost Pine Unit Sale

34. The Receiver has also been able to proceed with bids on Lexin's 5.736% non-operated working interest in the Ghost Pine Unit (the "**Working Interest**"). However, some bids received on the Working Interest included just the Working Interest, while others were received in combination with licensed assets at Ghost Pine. The licensed assets intersect with issues related to the Finance Loan, and therefore, the Receiver was unable to proceed with any of these combination bids.

35. As a result, the Receiver undertook a rebidding process through Sayer in November 2017, in respect of the Working Interest. The Receiver communicated to these "combination" bidders that the purchase of the latter licensed assets was not possible given the uncertainty related to the Finance Loan, but that bidders could submit a standalone bid on the Working Interest.

36. Following this rebidding process, which included parties that had bid on the Working Interest alone and in combination with other assets, the Receiver selected the highest bidder to move forward with to conclude a Purchase and Sale Agreement ("**PSA**").

37. Following a due diligence and PSA negotiation process, on March 28, 2018, the Receiver executed a PSA for the sale of the Ghost Pine Unit to Davilin Energy Corp. ("**Davilin**"). The key terms of the Davilin PSA are as follows:
    a) Asset – 5.736% non-operated working interest in the Ghost Pine unit containing over 300 wells and producing approximately 130 BOE/day of gas, net to Lexin
    b) Consideration – Cash
    c) Conditions – none aside from Court approval
    d) Effective Date – January 1, 2018
    e) Closing – the day following Court approval or as mutually agreed
    f) Permitted Encumbrances – Crown Royalties and various registered GORRs
    g) Deposit – non-refundable except for lack of Court approval or other vendor-related reasons for not completing the transaction

h) ROFR – on one tract within the unit representing less than 1% of Lexin's 5.736% working interest (i.e. approximately 0.05% working interest in the Ghost Pine Unit)

i) Trust agreement – because most of the mineral leases the AER-licensed Ghost Pine area wells are contained on are Lexin leases that are held by production from Lexin's deeper unitized zones that have been contributed to the Ghost Pine Unit Agreement, a trust agreement will need to be executed in conjunction with the closing of the unit sale for these "split" leases, as contemplated in the PSA (clause 11.1). The trust agreement will provide that Davilin will hold the shallower non-unit zones of these mineral leases in trust for Lexin or its assignee, who would have to bear 50% of the cost of the mineral lease payments as part of this agreement and further that if the Receiver has not sold the non-unit AER-licensed Ghost Pine assets by the time of the Receiver's discharge, these trust interests would then revert to Davilin.

j) AER license exclusion – all of the wells, facilities and pipelines licensed to Lexin that are located on the above referenced "split" mineral leases are specifically excluded from the transaction.

38. A redacted version of the Davilin PSA is attached hereto as **Appendix 5** with relevant excerpts of the unredacted Davilin PSA attached hereto as **Confidential Appendix 6.**

39. The Receiver considers the sales process for the Ghost Pine Unit and the Davilin PSA to be fair and reasonable given that:

a) it was negotiated at arm's length and in good faith;

b) the Receiver engaged the services of Sayer, a company focused on providing oil and gas sales advisory services, to canvas bidders and Sayer received a wide response to this exercise, with the Davilin bid being the highest bid received during the re-bidding process; and

c) the purchase price obtained, in the Receiver's view, represents the highest price achievable in the circumstances.

40. In addition, the Receiver notes that there is very little cash flow or asset realizations in these receivership proceedings, outside of the Receiver's Borrowings, due to the fact that Lexin's licensed oil and gas assets have been ordered suspended by the AER. Thus, the net sales

proceeds from the Ghost Pine Unit sale will provide a much needed injection of cash into the proceedings.

41. For the above noted reasons, the Receiver views the sale of Lexin's 5.736% non-operated working interest in the Ghost Pine Unit to Davilin to be in the best interest of the Lexin Group's stakeholders. The Receiver supports and recommends the sale to Davilin as being commercially reasonable in the circumstances.

Bid Evaluation

42. Notwithstanding the fact that the remainder of the Sales Process for Lexin's licensed assets is largely on hold, the Receiver has created a model for evaluating the offers received after consideration of estimated property tax, surface lease, mineral lease and Crown and freehold royalty arrears. These estimated arrears figures aggregate in the $25 million range on a Lexin Group-wide basis, as most of the subject priority items are two or so years in arrears. Therefore the economics of offers submitted are significantly affected by these priority amounts.

43. The model has not factored in any equipment priority claims that may be applicable, nor the estimated closing and transaction costs associated with each offer, as the latter will depend on the level of due diligence performed by the various offerors and the refinement of the PSA process relative to the broad nature of the expressions of interest/letters of intent.

44. The Receiver has used this model to determine which of the bidders to move forward with respect to the bids on the one area's assets that do not present a conflict with the Finance Loan and will continue to use this model as and when appropriate to efficiently evaluate bids.

Partial Discharge request over certain AER Licenses

45. As a result of the Sales Process, the Receiver has identified numerous Lexin-licensed wells that either did not receive offers or whose offers were withdrawn by the offeror. The Receiver has compiled a list of these wells and associated licenses (the "**Proposed**

Discharged Licenses") and is requesting that it be discharged with respect to its obligations over these licenses. This list, which includes licenses for abandoned, but un-reclaimed wells that were not part of the Sales Process, comprises approximately 60% of the Lexin well licenses. The list is attached as **Appendix 7** to this report. After this partial discharge, we understand the AER will be able to use its enforcement measures to transfer permanent responsibility (not just temporary care and custody pursuant to the AER's February, 2017 order) for these wells to either the OWA or the WIPs, as the situation warrants.

46. It is the Receiver's view that a partial discharge of its obligations respecting these Proposed Discharged Licenses will provide much needed clarity to parties contacting the Receiver regarding the status of the licenses in this process. Further, the Receiver has been paying utility and other costs associated with certain of these licensed properties. The partial discharge over these licenses will have the added benefit of reducing overall costs to the receivership estate.

<u>Mineral and Surface Lease Disclaimers</u>

47. In conjunction with the above Proposed Discharged Licenses, the Receiver is in the process of disclaiming interests in the associated mineral and surface leases as outlined below.

48. Crown mineral leases – the Receiver has compiled a list of the Crown mineral leases associated with the above referenced wells (but only where there are no partners on the lease, either registered or as part of a trust arrangement). The Receiver has provided this list to counsel for Alberta Energy ("**AE**") notifying AE that the Receiver is lifting the Stay to allow AE's cancellation of these leases. As a result, AE is now free to cancel these mineral leases and return them to the Province's land bank. This list will be expanded as future events warrant and notice is provided to AE.

49. Freehold mineral leases – given the difficulty of determining the identity and contact details of freehold lessors, the Receiver will be addressing these matters on an "as-inquired" basis. The Receiver has had an inquiry from a land agent that secured many of these freehold

mineral leases for Compton in the 2000's and the Receiver will consider using their information to assist in this endeavor, given the state of Lexin's Records.

50. Freehold surface leases – the Receiver has already provided the Surface Rights Board ("**SRB**") with letters lifting the Stay on a limited basis to allow certain surface lessors to seek compensation from the SRB. The Receiver has authorized the stay to be lifted on a limited basis where the applications to the SRB involve abandoned properties not included in the Sales Process (the "**Abandoned Properties**"). Following the above Proposed Discharged License process, the Receiver will work with the SRB to determine whether any additional Abandoned Properties, or other licenses against which the Receiver has sought to be discharged are the subject of SRB applications. Where such properties are subject to SRB applications, the Receiver will agree to lift the stay on a limited basis (where it hasn't done so already), to allow the applicant to seek compensation from the SRB. The Receiver will also work with surface lessors who contact the Receiver but have not yet made application to the SRB to lift the stay on a limited basis, similarly to allow these surface lessors to seek compensation from the SRB.

51. Crown surface leases – there is no urgency surrounding cancellation of Crown surface leases not required for the Sales Process, and the lifting of the Stay for such cancellation will be addressed on an as needed basis with the Crown.

Equipment Salvage

52. The AER has asked the Receiver to investigate the possibility of salvaging surface equipment located at sites that have been abandoned or are not otherwise subject to offers, to determine if this salvage effort would be accretive to the estate.

53. To this end, the Receiver has contacted members of the equipment brokerage community using as a test case, one larger licensed well area (located on approximately 30 Sites) with no bids. The Receiver has asked these brokers to propose a sales plan for the equipment contained on the Sites within certain parameters established by the Receiver, in conjunction with the AER. In order for the Receiver, broker and purchaser to gain access to the 30 Sites,

the AER's presence is likely required given the delinquent status of many of the associated surface leases.

54. The Receiver is aware that there are multiple potential claimants to this surplus equipment, including 597, AE, the OWA, the AER, surface lessors and municipalities, as well as potential builder's lien claimants. This process is at the preliminary stages and a more formal sales plan would be disclosed to stakeholders and the Court prior to its implementation if this effort is determined to be accretive to the estate.

55. This salvage process will be different than the RFP process previously described for salvaging equipment at the Mazeppa Gas Plant as the Mazeppa Gas Plant is more complex, with multiple buildings located on a sour processing plant site. While the RFP process will be different and will likely involve a different salvage company with more particular expertise, the Receiver likewise anticipates reporting on the outcome of the RFP process once complete and if determined to be valuable to the estate.

Asset Sale Threshold

56. The threshold for sales of Lexin Group's assets without Court approval, as contained in the Receivership Order is $50,000 for an individual sale, to a maximum of $150,000 in the aggregate. Through the sale of various trucks and other assets as outlined in Prior Reports, the Receiver has almost reached this $150,000 limit. As a result, and in contemplation of various smaller dollar surplus equipment sales that may arise from the above salvage process, the Receiver is seeking to increase the $150,000 limit to $300,000 in order to obviate the need to seek Court approval for these smaller dollar (i.e. $50,000 and under) sales that may arise during this process.

Request to Continue Sales Process

57. On February 12, 2018, the AER sent correspondence to the Receiver requesting that it move forward with the court-approved sales process at its earliest convenience. The Receiver has also been approached by numerous other stakeholders enquiring into the status of the Sales Process, some of whom have expressed frustration with the Receiver for failing to move

ahead with the process. In its correspondence, the AER referenced the bid submitted by MFC Energy Finance Inc. ("**Finance**") and advised that Finance did not have license eligibility under the AER's *Directive 067: Eligibility Requirements for Acquiring and Holding Energy Licenses and Approvals*.

58. On the same day, the Receiver replied to the AER indicating that there may be other mechanisms through which Finance or a nominee could obtain AER licenses and requested clarification as to whether the AER would transfer licenses in a court approved sales process to nominees or upon conditions. It was necessary for the Receiver to understand this in order to determine whether it should continue holding the Sales Process in abeyance or whether it could move forward with bids otherwise impacted by the Finance Loan. .

59. On February 15, 2018, the Receiver wrote to Finance advising that in order to continue holding the Sales Process in abeyance, the Receiver must consider whether Finance is eligible to hold licenses regulated by the AER. The Receiver referenced certain representations made by Finance to the Receiver in its bid, that it could meet all requirements, including those related to the Liability Management Rating, to the satisfaction of both the AER and all other stakeholders. The Receiver set out the views of the AER regarding Finance's license eligibility and asked Finance to explain its prior representations to the Receiver and how it intends to satisfy licensee eligibility, in order for the Receiver to continue holding the Sales Process in abeyance.

60. Finance replied to the Receiver on February 16, 2018 indicating that the AER had not advised Finance of any determination regarding its licence eligibility. Finance stated that it failed to understand how Finance would be ineligible given that:
    a) The AER has not yet engaged any bidders, including Finance, regarding license eligibility;
    b) Michael Smith does not directly or indirectly control Finance in that he is neither a director nor a shareholder;

c) The AER has not engaged in any discussions with existing bidders regarding the terms upon which it would issue licenses, including the provision of security deposits and this is likely a pre-requisite to determining license eligibility; and

d) A determination by the AER regarding the license eligibility of one bidder in the absence of formal discussion and a review of all bidders runs adverse to any notion of fairness and represents nothing more than an attempt by one stakeholder to indirectly and improperly influence the outcome of the sales process by arbitrarily targeting bidders, including those that may be offering the highest consideration.

61. On February 28, 2018, Finance again wrote to the Receiver clarifying that Finance and 597 are opposed to the Sales Process proceeding in the absence of a negotiated settlement or the final disposition, including on appeal, of the legal proceedings relating to their ownership and other interests. Finance and 597 viewed such continuation as severely prejudicial to their interests as stakeholders and clarified that they do not and have not consented thereto.

62. On March 2, 2018, the Receiver replied to Finance acknowledging Finance's position but clarifying the Receiver's duty to act in the best interests of the receivership estate and to take whatever commercially reasonable steps are necessary to provide recoveries to all stakeholders. The Receiver also noted that the issue of whether Finance is eligible to hold AER regulated licenses is an important factor in determining whether the Receiver should continue to hold the process in abeyance. The Receiver copied the AER to this March 2 correspondence and encouraged the AER and Finance to discuss this issue and advise the Receiver as to the outcome of those discussions.

63. On March 9, 2018, the Receiver was copied on correspondence from Finance to the AER in which Finance expressed concerns about discussing Finance's license eligibility outside of a formal application process and without concurrently having a similar discussion with other bidders in the Sales Process.

64. On March 13, 2018, the Receiver wrote to Finance and the AER summarizing the positions of the parties, and asking that Finance or a nominee begin the formal application process

with the AER pursuant to the AER legislation to confirm that it, or its nominee, may hold licenses. The Receiver advised that if and when it was appropriate to approach other bidders, the Receiver will have the same questions regarding those bidders' license eligibility.

65. On March 16, 2018, Finance replied to the Receiver indicating that unless the necessary licensing requirements could be satisfied through other means, Finance or its nominee would apply to the AER for license eligibility in the near future. In addition, Finance stated that no final determination could be made by the Receiver in respect of the Sales Process until the issue of license eligibility is determined by the appropriate AER decision makers following an application by Finance or its nominee. Therefore, they stated that the Receiver must wait for the final outcome of an application process and must disregard any information it presently has from the AER with respect to this issue. Lastly, Finance expressed concern that the issue of its license eligibility and its credit bid are being pre-judged and not being considered fairly by the Receiver. Finance asked the Receiver to confirm whether it has reviewed the license eligibility of other bidders for the assets which Finance has bid upon and whether the Receiver has communicated with the AER about the eligibility of those other bidders.

66. The Receiver replied to the March 16 correspondence from Finance that:
    a) As per Finance's advice in the March 2018 letter, the Receiver looked forward to receiving confirmation that Finance has applied for license eligibility;
    b) No determination in respect of the Finance bid will be made until a decision is made by the Court regarding the validity of the Finance Loan or alternatively a decision is made by the AER regarding Finance's license eligibility;
    c) The Receiver understands that the AER application must run its course in order for license eligibility to be determined which is why the Receiver has asked Finance to file the application; and
    d) The Receiver is not at this time reviewing the license eligibility of bidders whose bids conflict with that of Finance. As previously advised, the Receiver is holding the

Sales Process in abeyance for those bids and is reviewing the license eligibility of bidders whose bids are not impacted by Finance.

67. As of the current date, the Receiver is advised that no application has been received by the AER from Finance regarding its license eligibility, notwithstanding the Receiver's requests and attempts to move the Sales Process forward.

Estate Financial Position

68. The Receiver has issued $2,010,000 in Receiver's Certificates to the lender, AER, which is $590,000 under the maximum borrowing level permitted by the Receivership Order, as amended by the December 4, 2017 Order.

69. The actual receipts and disbursements ("**R&D**") for the Lexin Group's unrestricted trust accounts as at April 5, 2018, is contained in **Appendix 8.** As at April 5, 2018, there are $514,178 of unrestricted funds held in trust for the Lexin Group.

70. The restricted funds trust account continues to contain the approximately $60,000 receipt from Cargill for post-receivership gas sales and the approximate $13,000 receipt for Lexin's non-operated interest in a seismic sale conducted through Pulse Seismic by the operator of this seismic. As there are various potential claimants to these funds, they have been retained in the restricted trust account. These funds has been supplemented with the sales deposit received from Davilin, as described earlier, which deposit is refundable if Court approval is not obtained.

71. Included in the R&D is a total of $1,268,866 for the costs of the Receiver and $718,907 for the costs of its counsel to date since the inception of these proceedings in March, 2017. Of these costs, $1,299,831 were previously approved pursuant to the December 4, 2017 Order (which represented substantially all of the costs to the end the end of October 2017). A summary of the accounts rendered by the Receiver and its legal counsel, including the accounts previously approved by the Court and the additional accounts rendered, is included as **Appendix 9** to this report. The factors that have contributed to the professional costs

incurred to date were discussed in the Sixth Report and continue to apply to the present situation.

72. The Receiver is of the opinion that the professional fees incurred to date are reasonable in the circumstances and respectfully recommends that the Court approve the additional fees and disbursements incurred from November 2017 to March 31, 2018, inclusive of GST, totaling $408,917 in respect of the Receiver's fees and disbursements and $279,026 in respect of the fees and disbursements of the Receiver's legal counsel.

73. The Receiver does not foresee the need to seek an increase in Borrowing Powers at this time, given the level of funds contained in the unrestricted trust accounts, which will soon be supplemented by the proceeds to be received on the Ghost Pine Unit sale, assuming that Court approval is obtained and the sale closes thereafter. Any appropriate repayment of Receiver's Certificates would best be addressed after the closing of this sale, obtaining further information on the potential for equipment salvage opportunities (both in the field and at the Mazeppa Gas Plant) and after a Court decision is issued on the validity of the Finance Loan and the Sales Process implications are better determined.

Recommendations

74. The Receiver respectfully recommends that the Court:

    a) Approve the sale of Lexin's 5.736% non-operated working interest in the Ghost Pine Unit to Davilin;

    b) Approve the sealing of the Confidential Appendix 7 until further Order of this Court;

    c) Authorize the Receiver to execute the AER transfer request for two well licenses and one pipeline license segment on the AER's DDS system to Tamarack;

    d) Approve the partial discharge of the Receiver over the licenses outlined in Appendix 7;

e) Approve an increase in the aggregate asset sale threshold limit contained in the Receivership Order from $150,000 to $300,000;

f) Amend the Receivership Order, *nunc pro tunc*, to explicitly provide the Receiver with the entitlement to disclaim, abandon or renounce the Lexin Group's interest in any contracts, agreements, or other Property;

g) Approve the Receiver's activities and conduct to date as outlined in this Seventh Report; and

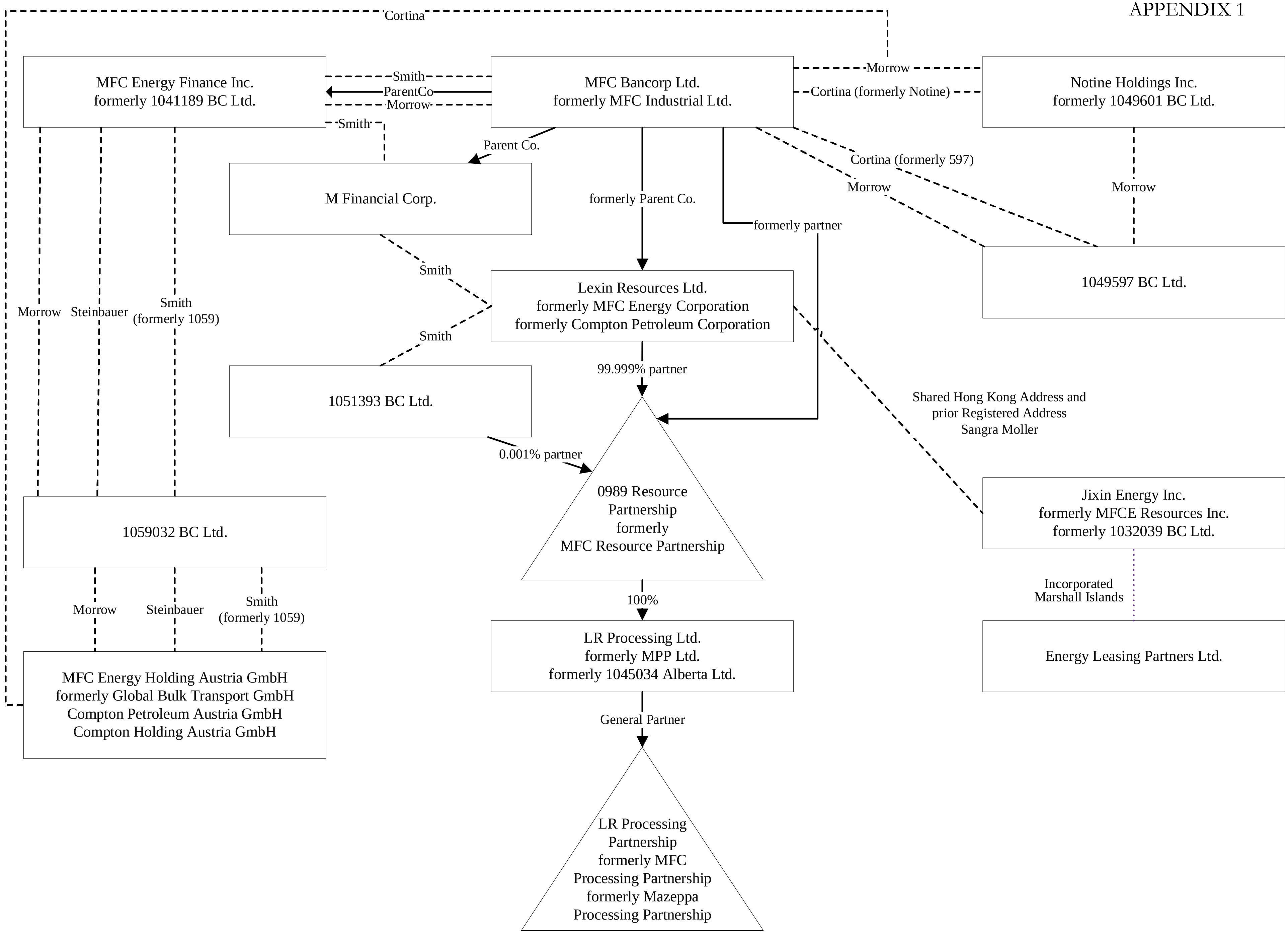
h) Approve the professional fees and disbursements incurred by the Receiver and its legal counsel as outlined in Appendix 9.

DATED at Calgary Alberta, the 9th day of April 2018.

Grant Thornton Limited,
in its capacity as receiver of
Lexin Resources Ltd., 1051393 BC Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership
and not in its personal capacity

Andrew Basi, CPA, CA, CIRP, LIT	Michael Costello, CPA, CA, CBV
Senior Vice President	Senior Consultant

APPENDIX 1



Cortina
MFC Energy Finance Inc. formerly 1041189 BC Ltd.
Smith
ParentCo
Morrow
Smith
MFC Bancorp Ltd. formerly MFC Industrial Ltd.
Morrow
Cortina (formerly Notine)
Notine Holdings Inc. formerly 1049601 BC Ltd.
Parent Co.
M Financial Corp.
formerly Parent Co.
formerly partner
Cortina (formerly 597)
Morrow
Morrow
1049597 BC Ltd.
Smith
Morrow
Steinbauer
Smith (formerly 1059)
Lexin Resources Ltd. formerly MFC Energy Corporation formerly Compton Petroleum Corporation
Smith
1051393 BC Ltd.
99.999% partner
Shared Hong Kong Address and prior Registered Address Sangra Moller
0.001% partner
0989 Resource Partnership formerly MFC Resource Partnership
Jixin Energy Inc. formerly MFCE Resources Inc. formerly 1032039 BC Ltd.
1059032 BC Ltd.
Incorporated Marshall Islands
100%
Morrow
Steinbauer
Smith (formerly 1059)
LR Processing Ltd. formerly MPP Ltd. formerly 1045034 Alberta Ltd.
Energy Leasing Partners Ltd.
MFC Energy Holding Austria GmbH formerly Global Bulk Transport GmbH Compton Petroleum Austria GmbH Compton Holding Austria GmbH
General Partner
LR Processing Partnership formerly MFC Processing Partnership formerly Mazeppa Processing Partnership

APPENDIX 2

	Current Name of Entity	Predecessor Name of Entity (prior to name change)	Defined Term hereafter
a	Lexin Resources Ltd.	MFC Energy Corporation Compton Petroleum Corporation	**"Lexin"**
b	0989 Resource Partnership	MFC Resource Partnership Compton Resource Partnership	**"0989"**
c	1051393 BC Ltd.	n/a	**"105"**
d	LR Processing Ltd.	MPP Ltd. 1045034 Alberta Ltd.	**"LR Ltd."**
e	LR Processing Partnership	MFC Processing Partnership Mazeppa Processing Partnership	**"LR Processing"**
f	1049597 BC Ltd.	n/a	**"597"**
g	MFC Energy Finance Inc.	1041189 BC Ltd.	**"Finance"**
h	1059032 BC Ltd.	n/a	**"1059"**
i	Notine Holdings Inc.	1049601 BC Ltd.	**"Notine"**
j	MFC Energy Holding Austria GmbH	Global Bulk Transport GmbH Compton Petroleum Austria GmbH Compton Holding Austria GmbH	**"MFC Austria"**
k	Jixin Energy Inc.	MFCE Resources Ltd. 1032039 B.C. Ltd.	**"Jixin"**
l	MFC Bancorp Ltd.	MFC Industrial Ltd.	**"Bancorp"**
m	M Financial Corp.	Unknown	**"M Financial"**
n	Energy Leasing Partners Ltd.	Unknown	**"ELP"**

tamarack acquisition corp.

September 13, 2017

By Courier

Grant Thornton Limited
Suite 900, 833 - 4th Avenue S.W.
Calgary, AB T2P 3T5

Attention: Mr. Andrew Basi

Dear Sirs/Mesdames:

Re: QB Action No. 1701-03460 – Alberta Energy Regulator v. Lexin Resources Ltd. Receivership Order granted by the Honourable Justice Jeffrey on March 20, 2017 (the "Receivership")

Pursuant to a Farmout Agreement dated March 22, 2016 (the "**Farmout Agreement**") and the 1990 CAPL Operating Procedure (the "**Operating Procedure**") attached thereto (the Farmout Agreement and the Operating Procedure collectively referred to as the "**JOA**") between Tamarack Acquisition Corp. ("**Tamarack**") and Lexin Resources Ltd. ("**Lexin**") (in its capacity as Managing Partner of 0989 Resource Partnership ("**0989**")), Tamarack and Lexin are working interest owners of various assets governed by the JOA (the "**JOA Assets**"), including the two (2) wells being 100/03-03-009-03W5 and 100/11-34-009-03W5 (the "**Wells**"). Lexin was initially the operator of the JOA Assets and the Wells in accordance with the JOA. Pursuant to a court order dated March 20, 2017, as amended, Grant Thornton Limited (the "**Receiver**") has been appointed as the Receiver of all of the assets of Lexin and 0989. This Letter Agreement evidences the agreement reached between Tamarack and the Receiver with respect to certain matters governed by the JOA.

1. As outlined in the Receiver's correspondence to Tamarack dated April 11, 2017, the Receiver acknowledges and agrees that, prior to Lexin's Receivership, Tamarack validly assumed operatorship of the JOA Assets under the terms of the JOA effective February 1, 2017 and that as of the date hereof, Tamarack remains the operator under the JOA.

2. The Receiver is currently in the process of conducting a sale and solicitation process ("**SSP**") pursuant to which the Receiver will be seeking to sell all the assets of Lexin, including Lexin's working interest in the JOA Assets and Lexin's 40% working interest in the Wells.

3. Lexin, as former operator under the JOA, held certain agreements, licenses and permits related to the JOA Assets and Wells on behalf of the working interest owners under the JOA in Lexin's name. As a result of the change of operatorship from Lexin to Tamarack, the Receiver acknowledges that legal title to such agreements, licenses and permits are legally required to be conveyed to Tamarack in its capacity as operator of the JOA Assets. These agreements, licences and permits are as follows:

    - **MSL 063525** located at 3-3-10-3-W5M;
    - **LOC 062611** running form Lsd 1 of section 3-10-3W5 to Lsd 3 of section 3--10-3-W5;
    - **Well Licenses for the Wells** (licence no. 0407159 for the 100/11-34-009-03W5 well and licence no. 0364935 for the 100/03-03-009-03W5 well); and

- **Pipeline Licence Segment** (segment 7 of licence no. 000047239)

- **Surface Lease and Grant dated July 1, 2006** between William John Byrne and Mary Louise Byrne, together as Joint Tenants and Lessor and Win Energy Corporation, as Lessee.
  009-03-W5M: NE35 Certificate of Title No. 001 225 182
  Access Road to 03-03-010-03-W5M and 11-34-009-03-W5M

  Lexin File: S06492-02

- **Pipeline Agreement – PLA 072609 dated October 20, 2008** between Alberta Sustainable Development (Public Lands & Forests) and Win Energy Corporation
  10-3-W5M: SW3
  9-3-W5M: NE 34, NW34, NW35
  9-2-W5: SW21, SE21
  Lexin File: E06466-01

- **Consent of Occupant dated September 28, 2007** between John Sekella, Tena Sekella, Barbara Marie Brink, Bonnie Christine Stewart, June Denise Sekella and Win Energy Corporation
  9-3-W5M: NW35 Alberta Document: GRL32699
  Lexin File: E06466-02
- **Alberta Right of Way Agreement dated September 28, 2007** between John Sekella, Tena Sekella, Bonnie Christine Stewart and Win Energy Corporation
  9-3-W5M: SW35 Certificate of Title: 991 311 711
  Lexin File: E06466-03
- **Alberta Right of Way Agreement dated September 28, 2007** between John Sekella, Tena Sekella, Barbara Marie Brink and Win Energy Corporation
  9-3-W5M: NW26 Certificate of Title: 991 311 713
  Lexin File: E06466-04
- **Alberta Right of Way Agreement dated September 28, 2007** between John Sekella, Tena Sekella, June Denise Sekella and Win Energy Corporation
  9-3-W5M: NE26 Certificate of Title: 991 311 718
  Lexin File: E06466-05
- **Alberta Right of Way Agreement dated September 28, 2007** between John Sekella, Tena Sekella, June Denise Sekella, Barbara Marie Brink, Bonnie Christine Stewart and Win Energy Corporation
  9-3-W5M: NW25 Certificate of Title: 991 311 723
  Lexin File: E06466-06
- **Alberta Right of Way Agreement dated September 28, 2007** between John Sekella, Tena Sekella, June Denise Sekella, Barbara Marie Brink, Bonnie Christine Stewart and Win Energy Corporation
  9-3-W5M: NW25 Certificate of Title: 991 311 723
  Lexin File: E06466-07
- **Alberta Right of Way Agreement dated September 28, 2007** between Ruth Isabel Watrin, Gordon Wayne Huagen and Win Energy Corporation
  9-2-W5M: NW30 Certificate of Title: 021 353 788
  Lexin File: E06466-08
- **Alberta Right of Way Agreement dated September 28, 2007** between 847155 Alberta Ltd. and Win Energy Corporation
  9-3-W5M: NE30 Certificate of Title: 021 054 908
  9-2-W5M: NW29
  9-2-W5M: SW29
  Lexin File: E06466-09

- **Alberta Right of Way Agreement dated September 28, 2007** between Ralph Lloyd Cervo, Rae Eveline Cervo and Win Energy Corporation
  9-2-W5M: NW20 Certificate of Title: 941 021 348
  Lexin File: E06466-10
- **Alberta Right of Way Agreement dated September 28, 2007** between Ronald Anthony Sekella and Win Energy Corporation
  9-2-W5M: NE20 Certificate of Title: 061 271 595
  Lexin File: E06466-11
- **Alberta Right of Way Agreement dated September 28, 2007** between Andrew Philip Sekella and Win Energy Corporation
  9-2-W5M: SE20 Certificate of Title: 061 271 963
  Lexin File: E06466-12
- **Consent of Occupant dated October 30, 2007** between Steve Sekella, Andrew P. Sekella, Ronald Anthony Sekella, David Steven Sekella and Win Energy Corporation
  9-2-W5M: SW21 Alberta Document: PLA72609/GRL39624
  Lexin File: E06466-13
- **Consent of Occupant dated October 9, 2007** between Antelope Butte Ranch Ltd. and Win Energy Corporation
  9-2-W5M: SE21 Alberta Document: GRL33567
  Lexin File: E06466-14
- **Alberta Right of Way Agreement dated October 9, 2007** between Antelope Butte Ranch Ltd. and Win Energy Corporation
  9-2-W5M: NE16 Certificate of Title: 811 220 940
  Lexin File: E06466-15
- **All applicable road use agreements to gain access to the JOA Assets;**

The foregoing collectively referred to as the (**"Agreements, Licences and Permits"**).

4. The Receiver acknowledges and agrees that the Agreements, Licenses and Permits associated with the Wells and the JOA Assets will not be transferred by the Receiver to any purchaser of the assets of Lexin and will not form part of the SSP.

5. Subject to paragraph 4 above, Tamarack acknowledges and agrees that the Receiver is entitled to dispose of Lexin's 40% working interest in the Wells and the JOA Assets governed by the JOA.

6. The Receiver agrees that at the time it is seeking court approval of any sale of Lexin's 40% working interest in the Wells and the JOA Assets, it will seek the court's advice and direction to transfer the Agreements, Licenses and Permits to Tamarack. In the event that the Receiver does not have a binding purchase and sale agreement respecting Lexin's interest in the Wells or the JOA Assets by the time that the Receiver initially brings an application before the court for a court order approving of the sale of any other assets of Lexin or any other debtor party within the receivership proceeding, concurrent with such sale approval application the Receiver will also seek the court's advice and direction to transfer the Agreements, Licenses and Permits to Tamarack.

7. In the event of a conflict between this letter agreement and any non-disclosure agreement between Tamarack and the Receiver, the provisions of this letter agreement shall prevail.

8. This letter agreement may be signed in counterpart and by electronic copy and when so executed, shall form one agreement.

This Letter Agreement shall be binding upon the parties hereto and their successors and assigns.

Yours truly,

TAMARACK ACQUISITION CORP.

Per: ______________________________
K.B. (Ken) Cruikshank
Vice President, Land

Acknowledged and agreed to this 18 day of Sept, 2017.

GRANT THORNTON LIMITED,
In its capacity as Receiver of the Assets of
LEXIN RESOURCES LTD. and 0989 RESOURCES PARTNERSHIP

By: ______________________________
Name: Andrew Barr
Title: Senior Vice-President

Alberta Energy Regulator

Calgary Head Office
Suite 1000, 250 – 5 Street SW
Calgary, Alberta T2P 0R4
Canada

www.aer.ca

March 28, 2018

By E-mail and Courier

Energy Leasing Partners Ltd.
Unit 1-2, 9 Floor, Technology Plaza, 651 King's Road
North Point, Hong Kong SAR
China

Energy Leasing Partners Ltd.
Room 1002, 10/F, Tai Yau Building, 181 Johnston Road
Wanchai, Hong Kong SAR
China

E-mail: info@energypartnersltd.com

RE: Alberta Energy Regulator v. Lexin Resources Ltd *et al.*(the "Lexin Receivership")
Failure to Comply with Environmental Protection Order

Dear Sirs/Madams:

On January 22, 2018, the Alberta Energy Regulator ("**AER**" or "**Regulator**") issued an Environmental Protection Order (the "**EPO**" or "**Order**") to Lexin Resources Ltd. ("**Lexin**") and Energy Leasing Partners Ltd. ("**ELP**" or the "**Company**") in response to a release (the "**Release**") discovered at a well site (Well Licence No. W 0244115, Surface Location 14-16-022-27W4) (the "**Well Site**") that is licensed to Lexin. The Regulator determined that ELP is a "person responsible" for the Release pursuant to section 1(tt) of the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 ("***EPEA***") because ELP has, through its legal counsel Ms. Mary Buttery, asserted that it is the owner of the equipment located on the Well Site.

Given that Grant Thornton Limited (the "**Receiver**"), the court-appointed receiver of Lexin's estate, is currently not in possession of the Well Site, and that Lexin is not in a position to comply with the EPO, the AER would, in the ordinary course and pursuant to sections 240(1) of the *EPEA*, look to ELP to ensure that the terms of the EPO were complied with.

This has proved to be challenging as ELP is registered in the Marshall Islands and the AER has been unable to find (1) a corporate address or registration for the Company in Canada; and (2) the names of ELP's officers and directors. Accordingly, the AER served a copy of the EPO to Ms. Buttery, who has acted as counsel for ELP in the Lexin Receivership, via email on January 22, 2018 (the "**First Service Email**"). After Ms. Buttery did not acknowledge receipt of or respond to the First Service Email, the AER served a copy of the EPO to ELP on January 31, 2018 using contact information posted on the Company's website and utilized by the Receiver on its service list (the "**Second Service Email**").

To date, ELP has not acknowledged receipt of or complied with the EPO. Further, in subsequent correspondence with AER legal counsel, Ms. Buttery has stated (1) that she never received the First Service Email; (2) that she is not authorized to act on behalf of ELP in respect of the Order; and (3) that she is not authorized to provide contact information for ELP (the "**Buttery Correspondence**").

Therefore, and in light of the foregoing, **the AER requests that ELP contact the Regulator by April 6, 2018 and provide specifics as to how the Company plans to rectify its noncompliance with the EPO**. If ELP fails to do so, the AER may use all remedies available to the Regulator under applicable legislation to collect and enforce upon any debt incurred should the AER be required to send someone to remedy the situation.

Attached for your consideration, please find (1) a copy of the EPO; (2) copies of the First and Second Service Emails; and (3) a copy of the Buttery Correspondence. We look forward to your prompt response.

Sincerely,

Francco De Luca
Legal Counsel, Law Branch

Enclosures: (4)

cc: Keely Cameron, Law Branch, AER
Trevor Gosselin and Bola Talabi, Closure & Liability, AER
Robyn Gurofsky, Borden Ladner Gervais LLP
Andrew Basi and Michael Costello, Grant Thornton Limited
Mary Buttery, Cassels Brock LLP
Rod Talaifar and Harj Sangra, Sangra Moller LLP

Alberta Energy Regulator

Order

Made at Calgary, in the Province of Alberta, on January 22, 2018	ALBERTA ENERGY REGULATOR

Under sections 113 and 241 of the *Environmental Protection and Enhancement Act* (*EPEA*)

Lexin Resources Ltd.
c/o Grant Thornton Limited
Suite 1100, 332 6th Avenue SW
Calgary, AB T2P 0B2

and

Energy Leasing Partners Ltd.
c/o Cassels Brock & Blackwell LLP
Suite 2200, HSBC Building
885 West Georgia Street
Vancouver, BC V6C 3E8

(collectively, the Parties)

WHEREAS Lexin Resources Ltd. (Lexin) is the holder of Well Licence No. W 0244115 issued by the Alberta Energy Regulator (AER) for an oil and gas well (the Well) located at 14-16-022-27W4 (the Well Site);

WHEREAS the Well was reported as abandoned by Compton Petroleum Corporation (the prior name of Lexin) as of August 8, 2013;

WHEREAS on March 3, 2017, the Alberta Court of Queen's Bench (the Court) granted an order (the Equipment Order) prohibiting the removal of equipment from Lexin sites without the prior written approval of the AER or a further Court order;

WHEREAS on March 20, 2017, the Court granted an order appointing Grant Thornton Limited (the Receiver) as receiver and manager of Lexin;

WHEREAS the Receiver is not in possession of the Well Site;

WHEREAS Energy Leasing Partners Ltd. (ELP) is a corporation registered in the Marshall Islands;

WHEREAS the AER is not aware of any registration for ELP in Alberta;

WHEREAS per correspondence and an Agreement of Purchase and Sale provided to the AER on October 3, 2017, ELP has asserted that it is the owner of equipment located on the Well Site (the Equipment);

WHEREAS the Equipment has not been removed from the Well Site in accordance with section 8 of *Directive 020: Well Abandonment*;

WHEREAS the Equipment contains inhibitor, methanol, corrosive liquids and other products that could adversely affect human health and the environment if released and not immediately identified, controlled and contained;

WHEREAS these substances have not been consumed and stored in accordance with section 3.3 of *Directive 055: Storage Requirements for the Upstream Petroleum Industry*;

WHEREAS a landowner has raised concerns regarding the condition of the Well Site and the Equipment;

WHEREAS an AER inspector has visited the Well Site, observed staining around the Equipment and confirmed that a substance release has occurred;

WHEREAS the Parties are "persons responsible" for the substance or substances that were released and may be released on the Well Site, as defined in section 1(ttt) of the *EPEA*;

WHEREAS Trevor Gosselin, Director of Asset and Liability Transition Management, has been appointed a Director for the purposes of issuing environmental protection orders under the *EPEA;*

WHEREAS the Director is of the opinion that a release of a substance or substances that has occurred, is occurring, or may occur has caused, is causing, or may cause an adverse effect on the environment;

WHEREAS the Director is also of the opinion that continued presence of the Equipment may cause further substance releases and poses a threat to public safety and the environment;

WHEREAS pursuant to the Equipment Order, the AER hereby authorizes the Parties to remove the Equipment for the purposes of complying with this Order;

THEREFORE, I, Trevor Gosselin, pursuant to sections 113 and 241 of the *EPEA*, DO HEREBY ORDER the Parties named in this Order to do the following:

1. Immediately retain a qualified person to remove all of the Equipment and provide the AER Midnapore Field Centre with at least 72 hours' advance notice of the date and time of the scheduled removal of the Equipment.

2. Following completion of the Equipment removal, immediately contract a certified third-party environmental contractor to oversee and do the work required by this Order in respect of any substances released on the Well Site.

3. Immediately contain and remove any substances that have been released within the Well Site.

4. Immediately remove and properly dispose of any contaminated soil and waste within the Well Site in compliance with applicable AER requirements.

5. Provide copies of all truck tickets, waste tracking or manifesting documentation related to the clean up to the AER.

6. Complete all work required by this Order and provide confirmation of same via email to Midnapore.Fieldcentre@aer.ca prior to end of day February 22, 2018.

Dated at the City of Calgary in the Province of Alberta, the 22nd day of January 2018.

Trevor Gosselin, Director, Asset and Liability Transition Management
Alberta Energy Regulator

In complying with this Order, the Parties must obtain all approvals necessary, notwithstanding the above requirements.

This Order in no way precludes any enforcement actions being taken under the *EPEA, Oil and Gas Conservation Act, Pipeline Act*, or any other provincial or federal legislation or by any other regulator with jurisdiction for the matter.

Under the *Responsible Energy Development Act* (*REDA*), an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *REDA* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to the AER's requirements. You can find filing requirements and forms on the AER web site, www.aer.ca, under Applications & Notices > Appeals.

From:	Trevor Gosselin
To:	Andrew Basi; Robyn Gurofsky; j.cameron@blg.com; mbuttery@casselsbrock.com
Subject:	Service of Environmental Protection Order Issued by Alberta Energy Regulator
Date:	Monday, January 22, 2018 1:21:44 PM
Attachments:	attachment 1.pdf ATT00001.htm

Please see the attached environmental protection order issued today by the Alberta Energy Regulator.

Trevor Gosselin
Director, Asset and Liability Transition Management

Alberta Energy Regulator
e trevor.gosselin@aer.ca tel 403-297-3543 cell 587-582-7853
Suite 1000, 250 – 5 Street SW, Calgary, Alberta T2P 0R4
inquiries 1-855-297-8311 24-hour emergency 1-800-222-6514
www.aer.ca

From:	Trevor Gosselin
To:	info@energypartnersltd.com
Cc:	Keely Cameron; Francco De Luca
Subject:	Service of Environmental Protection Order Issued by Alberta Energy Regulator
Date:	Wednesday, January 31, 2018 5:31:00 PM
Attachments:	attachment 1.pdf ATT00001.htm

Please see the attached environmental protection order issued by the Alberta Energy Regulator. This order was previously provided to your legal counsel, Cassels Brock and Blackwell LLP.

Thank you,

Trevor Gosselin
Director, Asset and Liability Transition Management

Alberta Energy Regulator
e trevor.gosselin@aer.ca tel 403-297-3543 cell 587-582-7853
Suite 1000, 250 – 5 Street SW, Calgary, Alberta T2P 0R4
inquiries 1-855-297-8311 24-hour emergency 1-800-222-6514 www.aer.ca

Francco De Luca

From:	Buttery, Mary I.A. <mbuttery@casselsbrock.com>
Sent:	Thursday, March 22, 2018 7:18 AM
To:	Francco De Luca
Cc:	Holowachuk, Jason M.; Keely Cameron; Trevor Gosselin; Bola Talabi
Subject:	Re: Lexin Energy [IWOV-LEGAL.FID2593984]

Hi Frannco. To confirm, we do not represent ELP in respect of the AER matters. I am not authorized to provide contact information.

Mary Buttery
Partner
Cassels Brock & Blackwell LLP

On Mar 21, 2018, at 1:54 PM, Francco De Luca <Francco.DeLuca@aer.ca> wrote:

Mary,

Further to the below correspondence, the AER again requests that you confirm whether you are acting on behalf of ELP with respect to the EPO the Regulator issued to same on January 22nd, 2018. If you are not acting on behalf of ELP, the AER asks that you please provide us with contact information that would enable the Regulator to discuss this matter with ELP directly.

Regards,

Francco

From: Francco De Luca
Sent: Tuesday, March 06, 2018 6:26 PM
To: 'Buttery, Mary I.A.'
Cc: Holowachuk, Jason M.; Keely Cameron; Trevor Gosselin
Subject: RE: Lexin Energy [IWOV-LEGAL.FID2593984]

Hi Mary,

In response to your concerns, I note the following on behalf of the AER:

1) My colleague Trevor Gosselin sent a copy of the EPO to your email address on January 22, 2018 (see first attachment);
2) After you did not respond to or acknowledge receipt of the EPO, the AER served the Order to ELP directly via email on January 31, 2018 (see second attachment) using an email address listed on ELP's website under the heading "Talk to Us" (located at the following address: http://energypartnersltd.com/index.php/const-contact); and
3) The EPO does not form part of any current AER hearing process, and was issued to Lexin and ELP jointly in respect of a release on a well site that is licensed to Lexin and therefore subject to the Lexin receivership proceedings.

Given your prior email, the AER asks that you please confirm that you are acting on behalf of ELP with respect to the issuance of the EPO, and indicate whether ELP has any plans to rectify its noncompliance with same.

Regards,

Francco

From: Buttery, Mary I.A. [mailto:mbuttery@casselsbrock.com]
Sent: Tuesday, March 06, 2018 12:52 PM
To: Buttery, Mary I.A.; Francco De Luca
Cc: Holowachuk, Jason M.; Keely Cameron; Trevor Gosselin
Subject: RE: Lexin Energy [IWOV-LEGAL.FID2593984]
Importance: High

Franco, we have just reviewed this and have several concerns.
First, did you serve ELP with notice of this hearing or the order?
And, Cassels Brock did not receive a copy of the notice of hearing or the order. Further, and more importantly, Cassels Brock was not an authorized agent for the purposes of any AER hearings; we entered an appearance in respect of the CCAA proceedings of Lexin Energy only.

We look forward to hearing from you regarding this.

Mary

CASSELS BROCK LAWYERS
Mary I.A. Buttery
Direct: +1 604 691 6118 • mbuttery@casselsbrock.com
2200 HSBC Building, 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8
www.casselsbrock.com

From: Buttery, Mary I.A.
Sent: Tuesday, March 06, 2018 11:40 AM
To: Francco De Luca
Cc: Holowachuk, Jason M.; Keely Cameron; Trevor Gosselin
Subject: RE: Lexin Energy [IWOV-LEGAL.FID2593984]

Thank you Franco. And did you send a copy of it to ELP?
I know we did not receive a copy.

CASSELS BROCK LAWYERS
Mary I.A. Buttery
Direct: +1 604 691 6118 • mbuttery@casselsbrock.com
2200 HSBC Building, 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8
www.casselsbrock.com

From: Francco De Luca [mailto:Francco.DeLuca@aer.ca]
Sent: Tuesday, March 06, 2018 11:17 AM
To: Buttery, Mary I.A.
Cc: Holowachuk, Jason M.; Keely Cameron; Trevor Gosselin
Subject: RE: Lexin Energy

Hi Mary,

The non-compliance order in question is an environmental protection order (EPO) that was issued to both Lexin and ELP on January 22, 2018. The EPO can be viewed on the AER's compliance dashboard at the following address:

http://www1.aer.ca/compliancedashboard/enforcement/201801-11_Lexin%20&%20Energy%20Leasing%20EPO.pdf

Regards,

Francco

From: Buttery, Mary I.A. [mailto:mbuttery@casselsbrock.com]
Sent: Tuesday, March 06, 2018 11:58 AM
To: Francco De Luca
Cc: Holowachuk, Jason M.
Subject: Lexin Energy

Frank, we received an out of office from Keely.
Can you assist with the below:

My apologies Keely, my client was apparently referring to a non-compliance order served on Lexin, and we apparently received a copy.
Can you forward that to us?

Kind regards,
Mary

CASSELS BROCK LAWYERS
Mary I.A. Buttery
Direct: +1 604 691 6118 • mbuttery@casselsbrock.com
2200 HSBC Building, 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8
www.casselsbrock.com

From: Buttery, Mary I.A.
Sent: Monday, March 05, 2018 12:56 PM
To: keely.cameron@aer.ca
Cc: Holowachuk, Jason M.
Subject: Non Compliance Order

Hi Keely, our client apparently heard from someone at AER that a non-compliance order was recently served on us on behalf of Energy Leasing Partners.
We have not received anything from AER other than an assertion of a lien, and that was received some time ago. Can you advise if you are aware of a non-compliance order in respect of ELP?
Regards,
Mary

CASSELS BROCK LAWYERS
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ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of **March 28, 2018**.

BETWEEN:

GRANT THORNTON LIMITED, solely in its capacity as the court appointed receiver and manager of the assets, undertaking and property of each of **LEXIN RESOURCES LTD., 1051393 B.C. Ltd., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD.** and **LR PROCESSING PARTNERSHIP**, and not in its personal capacity (hereinafter referred to as "**Vendor**")

- and -

DAVILIN ENERGY CORP., a corporation incorporated under the laws of the Province of Alberta (hereinafter referred to as "**Purchaser**")

WHEREAS pursuant to an order of the Honourable Justice P.R. Jeffrey of the Alberta Court of Queen's Bench (the "**Court**") dated March 20, 2017 under Court Action Number 1701-03460 as expanded on June 13, 2017 (the "**Appointment Order**"), Grant Thornton Limited ("**Receiver**") was appointed receiver of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership (collectively "**Lexin**");

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

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

(a) "**Abandonment and Reclamation Obligations**" means all past, present and future obligations and liabilities to:

(i) abandon, shut-down, close, decommission, dismantle and remove any and all Wells and Tangibles, including all structures, foundations, buildings, pipelines, equipment and other Facilities located on the Lands or used or previously used in respect of Petroleum Substances produced or previously produced from the Lands or lands pooled or unitized therewith; and

(ii) restore, remediate and reclaim the surface and subsurface locations of the Wells, the Tangibles, the Lands, lands pooled or unitized therewith, and any lands used to gain access thereto, including such obligations relating to Wells, Pipelines and Facilities which were abandoned or decommissioned prior to the Closing Date that were located on the Lands or that were located on other lands and used in respect of Petroleum Substances produced or previously produced from the Lands, and including the remediation, restoration and reclamation of any other surface and sub-surface lands affected by any environmental damage, contamination or other environmental issues emanating from or relating to the sites for the Wells or the Tangibles;

all in accordance with generally accepted oil and gas industry practices and in compliance with all Applicable Laws and the Title Documents;

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

(c) "**Agreement**" means this Asset Purchase Agreement between Vendor and Purchaser, including all recitals and schedules attached hereto, and "**this Agreement**", "**herein**", "**hereto**", "**hereof**" and similar expressions mean and refer to this Agreement;

(d) "**Applicable Law**" means, in relation to any Person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, licence or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;

(e) "**Appointment Order**" has the meaning set out in the recitals;

(f) "**Assets**" means the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests, but excludes the Excluded Assets;

(g) "**Business Day**" means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;

(h) "**Claim**" means any claim, demand, lawsuit, proceeding or arbitration, or any investigation by a Governmental Authority, pertaining to the Assets, in each case whether asserted, threatened, pending or existing;

(i) "**Closing**" means the transfer of possession, legal and beneficial ownership and risks of the Assets from Vendor to Purchaser and payment of the Purchase Price by Purchaser to Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto, including delivery of the Specific Conveyances if applicable;

(j) "**Closing Date**" means the later of:

(i) three Business Days following the later of: (A) the grant of the Court Order; and (B) the expiration, waiver or exercise of all Preferential Purchase Rights; or

(ii) or another date agreed upon in writing by the Parties,

but in any event, shall be no later than the Outside Date;

(k) "**Closing Place**" means the office of the Vendor or its solicitors, or such other place as may be agreed upon in writing by the Parties;

(l) "**Confidential Report**" has the meaning set out in Section 11.13;

(m) "**Court**" has the meaning set out in the recitals;

(n) "**Court Order**" means an order to be granted by the Court substantially in the form of Schedule "F" which authorizes, approves and confirms this Agreement and the sale of the

Assets by Vendor to Purchaser in accordance with the terms and conditions contained herein, and vests legal and beneficial title to the Assets in Purchaser free and clear of all encumbrances, liens, security interests or Claims, other than Permitted Encumbrances;

(o) "**Data Room Information**" means all information provided or made available to Purchaser in hard copy or electronic form in relation to Lexin and/or the Assets;

(p) "**Date of Appointment**" means March 20, 2017;

(q) "**Deposit**" has the meaning as defined in Section 2.8;

(r) "**Effective Date**" means January 1, 2018;

(s) "**Effective Time**" means 12:01 a.m. on the Effective Date;

(t) "**Environment**" means the components of the earth and includes ambient air, land, surface and subsurface strata, groundwater, surface water, all layers of the atmosphere, all organic and inorganic matter and living organisms, and the interacting natural systems that include such components, and any derivative thereof shall have a corresponding meaning;

(u) "**Environmental Liabilities**" means all past, present and future liabilities, obligations, and expenses in respect of the Environment which relate to the Assets (or lands pooled or unitized with Lands which may form part of the Assets), or which arise in connection with the ownership thereof or operations pertaining thereto, including liabilities, obligations and expenses related to or arising from:

(i) transportation, storage, use or disposal of toxic or hazardous substances;

(ii) release, spill, escape, emission, leak, discharge, migration or dispersal of toxic or hazardous substances; or

(iii) pollution or contamination of or damage to the Environment;

including liabilities and obligations to compensate Third Parties for damages and Losses resulting from the items described in items (i), (ii) and (iii) above (including damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise protect the Environment;

(v) "**Excluded Assets**" means:

(i) any item or thing owned by Third Parties and licenced to Vendor or Lexin with restrictions on deliverability or disclosure by Vendor or Lexin that prevent the conveyance of such item or thing to Purchaser;

(ii) advances and deposits for operations payable to Governmental Authorities or other Persons prior to the Effective Time to secure obligations or as prepayment of costs or expenses;

(iii) legal and title opinions;

(iv) documents, other than Title Documents, prepared by or on behalf of Vendor or Lexin in contemplation of litigation and any other documents within the possession of Vendor or Lexin which are subject to solicitor-client privilege under the laws of the Province of Alberta or any other jurisdiction;

(v) records, policies, manuals and other proprietary, confidential business or technical information not used exclusively in the operation of the Assets;

(vi) cash and securities of Lexin or any other corporation or entity;

(vii) accounts receivable of Lexin;

(viii) Lexin's choses in action;

(ix) except as otherwise specifically provided for herein, any computer software, computer networks and other technology systems of Lexin;

(x) agreements, documents or data to the extent that:

(A) they pertain to Lexin's proprietary technology;

(B) they pertain to seismic data;

(C) they pertain to any intellectual property owned by a Third Party;

(C) they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by Lexin to an assignee;

(D) they comprise Vendor's and Lexin's tax and financial records, and economic evaluations;

(xi) Excluded Licences; and

(xii) any other assets specifically described in Schedule “J”

but "Excluded Assets" shall not include any property, rights or interests specifically described as Miscellaneous Interests;

(w) "**Excluded Licences**" means the licences listed in Schedule "I";

(x) "**Facilities**" means Lexin’s entire interest in and to all other field facilities (including all unit facilities under any unit agreement applicable to the Leased Substances) solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage, handling or other operations respecting the Leased Substances, including any applicable Pipelines, battery, separator, compressor station, gathering system, production storage facility or warehouse and including those field facilities specifically identified in Schedule "B";

(y) "**Final Statement of Adjustments**" has the meaning set forth in Section 7.2(b);

(z) "**General Conveyance**" means the general conveyance in the form attached as Schedule "D";

(aa) "**Governmental Authority**" means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, commission or department, as well as any government-owned entity, any regulatory authority (including the Regulator) and any public authority or any public utility, having jurisdiction over a Party, the Assets or the Transaction;

(bb) "**GST**" means the goods and services tax payable pursuant to the GST Legislation;

(cc) "**GST Legislation**" means Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder, all as amended from time to time;

(dd) "**Lands**" means the lands set forth and described in Schedule "A", and any lands pooled or unitized therewith, and includes unless the context otherwise requires, the Petroleum Substances within, upon or under such lands or any lands pooled or unitized therewith (subject to the restrictions and exclusions identified in Schedule "A" and in the Title Documents as to Petroleum Substances and geological formations);

(ee) "**Leased Substances**" means all Petroleum Substances, rights to or in respect of which are granted, reserved or otherwise conferred by or under the Title Documents (but only to the extent that the Title Documents pertain to the Lands);

(ff) "**Lexin**" means Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership;

(gg) "**Licence Transfers**" means, in relation to the Assets, the transfer of any permits, approvals, licences and authorizations (collectively, "**Licences**") granted by any applicable Governmental Authority but subject to the provisions of Sections 8.5 and 8.7 hereof;

(hh) "**Losses**" means all actions, causes of action, losses, costs, Claims, damages, penalties, assessments, charges, expenses, and other liabilities and obligations which a Person suffers, sustains, pays or incurs, including reasonable legal fees and other professional fees and disbursements on a full-indemnity basis, but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities;

(ii) "**Miscellaneous Interests**" means, subject to any and all limitations and exclusions provided for in this definition, Lexin's entire interest in and to all property, interests and rights pertaining to the Petroleum and Natural Gas Rights and the Tangibles (other than the Petroleum and Natural Gas Rights and the Tangibles), or either of them, but only to the extent that such property, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any and all of the following:

(i) all contracts and agreements relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents);

(ii) all subsisting rights to carry out operations relating to the Lands or the Tangibles, and without limitation, all easements and other Licenses pertaining to the Tangibles;

(iii) rights to enter upon, use, occupy and enjoy the surface of any lands which are used or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights and the Tangibles, or either of them, and all contracts and agreements related thereto;

(iv) all records, books, documents, Licences (subject to Section 8.7 hereof), reports and data (but excluding seismic data) which relate to the Petroleum and Natural Gas Rights and the Tangibles; and

(v) the Wells, including the wellbores thereof and all casing, tubing and packers therein;

but specifically excluding the Excluded Assets;

(jj) "**Outside Date**" means May 31, 2018;

(kk) "**Party**" means a party to this Agreement;

(ll) "**Permitted Encumbrances**" means:

(i) all encumbrances, liens, adverse claims, penalties, conversions, overriding royalties and other royalties, net profits interests and other burdens identified in Schedule "A";

(ii) any Preferential Purchase Rights or any similar restriction applicable to any of the Assets;

(iii) the terms and conditions of the Title Documents, including the requirement to pay any rentals or royalties (including reassessments) to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;

(iv) the right reserved to or vested in any grantor or Governmental Authority by the terms of any Title Document, lease, license, franchise, grant or permit or by Applicable Law to terminate any Title Document, lease, license, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;

(v) easements, rights of way, servitudes, permits, licenses or other similar rights in land, including rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;

(vi) taxes on Petroleum Substances or the income or revenue from the Petroleum Substances and requirements imposed by Applicable Law or Governmental Authorities concerning rates of production from the Wells or from operations on any of the Lands, or otherwise affecting recoverability of Petroleum Substances from the Lands, which taxes or requirements are generally applicable to the oil and gas industry in the jurisdiction in which the Assets are located;

(vii) agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than 30 days' notice (without an early termination penalty or other like cost);

(viii) any obligation of Lexin or Vendor to hold any right or interest in and to any of the Assets in trust for Third Parties;

(ix) the right reserved to or vested in any Governmental Authority to control or regulate any of the Assets in any manner, including any directives or notices received from any Governmental Authority pertaining to the Assets;

(x) liens incurred or created in the ordinary course of business as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Vendor's or Lexin's share of the costs and expenses thereof;

(xi) the express or implied reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;

(xii) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;

(xiii) agreements respecting the operation of Wells by contract field operators;

(xiv) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and

(xv) liens created in the ordinary course of business in favour of any Governmental Authority with respect to operations pertaining to any of the Assets;

(mm) "**Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;

(nn) "**Petroleum and Natural Gas Rights**" means Lexin's entire right, title and interest in and to all rights to and in respect of the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands), including the interests set out and described in Schedule "A", subject in all events to the Permitted Encumbrances;

(oo) "**Petroleum Substances**" means any of crude oil, crude bitumen and products derived therefrom, synthetic crude oil, petroleum, natural gas, natural gas liquids, and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur;

(pp) "**Pipelines**" means the pipelines described in Schedule "B";

(qq) "**Preferential Purchase Right**" means any preferential, pre-emptive or first purchase right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Transaction, as are set out in Schedule "C";

(rr) "**Prime Rate**" means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary of the National Bank as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate the "Prime Rate" shall correspondingly change effective on the date the change in such reference rate is effective;

(ss) "**Proposal**" has the meeting set out in Section 8.3;

(tt) "**Purchase Price**" has the meaning set out in Section 2.2;

(uu) "**Receiver**" has the meaning set out in the recitals;

(vv) "**Regulator**" means the Alberta Energy Regulator;

(ww) "**Representative**" means, with, respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;

(xx) "**Sales Taxes**" means all transfer, sales, excise, stamp, licence, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other charges of a Governmental Authority (including additions by way of penalties, interest and other amounts relating to late filings or payments) with respect to the transfer and conveyance to Purchaser of the Assets or the transfer or registration of the Specific Conveyances, but excludes GST, and any income taxes and penalties and interest related thereto;

(yy) "**Specific Conveyances**" means all conveyances, assignments, transfers, novations, bills of sale, trust agreements and declarations, subleases and such other documents or instruments as are reasonably required or desirable to convey, assign and transfer the Assets to Purchaser and to novate Purchaser in the place and stead of Lexin with respect to the Assets;

(zz) "**Tangibles**" means Lexin's entire right, title, estate and interest in and to:

(i) any and all tangible depreciable property, equipment and other assets located within or upon the Lands that are used or are intended to be used to produce, process, gather, treat, measure, make marketable or inject the Leased Substances or any of them;

(ii) the Pipelines; and

(iii) the Facilities;

(aaa) "**Third Party**" means any Person other than Receiver, Lexin, Vendor and Purchaser, including any partnership, corporation, trust, unincorporated organization, union, government and any department and agency thereof and any heir, executor, administrator or other legal representative of an individual;

(bbb) "**Title Documents**" means, collectively, any and all certificates of title, leases, reservations, Licences (subject to Section 8.7 hereof), assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling and unit agreements and any other documents and agreements granting, reserving or otherwise conferring rights to: (i) explore for, drill for, produce, take, use or market Petroleum Substances; (ii) share in the production of Petroleum Substances; (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances which are produced; and (iv) rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances within, upon or under the Lands and this definition shall include, where applicable, those documents set out in Schedule "A";

(ccc) "**Transaction**" means the transaction for the purchase and sale of the Assets contemplated by this Agreement; and

(ddd) "**Wells**" means Lexin's entire interest in and to all wells (including producing, shut-in, suspended, abandoned (including wells that have met all reclamation requirements and a reclamation certificate, certificate of recognition, surface release or other document has been issued by the applicable Governmental Authority), capped, injection and disposal wells), located on or within the Lands, or any lands pooled or unitized therewith, whether or not completed, including the wells listed in Schedule "B".

1.2 Headings

The words "Article", "Section", "subsection" and "Schedule" followed by a number or letter or combination thereof mean and refer to the specified Article, Section, subsection and Schedule of or to this Agreement.

1.3 Interpretation Not Affected by Headings

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

1.4 Plurals and Gender

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

1.5 Schedules

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

Schedule "A"	Lands, Petroleum and Natural Gas Rights, Title Documents, Royalties and Permitted Encumbrances
Schedule "B"	Wells, Pipelines and Facilities
Schedule "C"	Preferential Purchase Rights
Schedule "D"	General Conveyance
Schedule "E"	Form of Officer's Certificate
Schedule "F"	Form of Court Order
Schedule "G"	Outstanding AFE's
Schedule "H"	Excluded Licences
Schedule "I"	Excluded Assets

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

1.6 Damages

All Losses, costs, Claims, damages, expenses and liabilities in respect of which a Party has a claim pursuant to this Agreement shall include reasonable legal fees and disbursements on a full indemnity basis.

1.7 Derivatives

Where a term is defined in the body of this Agreement, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires. The word "include" and derivatives thereof shall be read as if followed by the phrase "without limitation".

1.8 Interpretation if Closing Does Not Occur

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

1.9 Conflicts

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

1.10 Currency

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

ARTICLE 2
PURCHASE AND SALE AND CLOSING

2.1 Purchase and Sale

Vendor, exercising the powers of sale granted pursuant to the Appointment Order and in its sole capacity as receiver of Lexin and not in its personal or corporate capacity, hereby agrees to sell, assign, transfer, convey and set over to Purchaser, and Purchaser hereby agrees to purchase from Vendor acting in such capacity, all right, title, estate and interest of Lexin (whether absolute or contingent, legal or beneficial) in and to the Assets, subject to and in accordance with the terms and conditions of this Agreement and the Court Order.

2.2 Purchase Price

The aggregate consideration to be paid by Purchaser to Vendor for the Assets shall be $REDACTED (the "**Purchase Price**") plus applicable GST and Sales Taxes, plus or minus (as applicable) the net amount of the adjustments made pursuant to ARTICLE 7, satisfied by Purchaser (or Vendor, to the extent applicable) as follows:

(a) payment of the Deposit paid by Purchaser to the Vendor, to be paid out pursuant to Section 2.8;

(b) payment in the amount of $REDACTED, adjusted pursuant to Section 7.2(a), payable by Purchaser to Vendor at Closing; and

(c) any payments between the Parties arising from adjustments set forth in the Final Statement of Adjustments, paid in accordance with Section 7.2(b).

The Parties hereby acknowledge and agree that the Purchase Price set forth in this Section 2.2 accurately reflects and takes into proper account both the positive value of all of the Assets as well as the offsetting reductions in value for the Environmental Liabilities and Abandonment and Reclamation Obligations associated therewith and the absolute release of Lexin and Vendor of all and any responsibility or liability therefor.

2.3 Allocation of Purchase Price

The Parties shall allocate the Purchase Price as follows:

Petroleum and Natural Gas Rights (subject to adjustment)	$REDACTED
Tangibles	$REDACTED
Miscellaneous Interests	$REDACTED
Total	$REDACTED

2.4 Closing

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

(a) On the Closing Date, Vendor shall deliver to Purchaser:

(i) the General Conveyance in the form attached as Schedule "D", duly executed by Vendor;

(ii) the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Vendor;

(iii) a receipt for the Purchase Price as adjusted herein plus applicable GST and/or Sales Taxes;

(iv) a copy of the Court Order;

(v) the Specific Conveyances, duly executed by Vendor, to the extent prepared on or before the Closing Date; and

(vi) such other documents as may be specifically required hereunder or as may be reasonably requested by Purchaser upon reasonable notice to Vendor.

(b) On the Closing Date, Purchaser shall deliver to Vendor:

(i) the balance owing on the Purchase Price, as adjusted herein plus applicable GST and Sales Taxes;

(ii) the General Conveyance in the form attached as Schedule "D", duly executed by Purchaser;

(iii) the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Purchaser;

(iv) where required, the Specific Conveyances, duly executed by Purchaser, to the extent such Specific Conveyances were provided to Purchaser no later than one Business Day prior to the Closing Date; and

(v) such other documents as may be specifically required hereunder or as may be reasonably requested by Vendor upon reasonable notice to Purchaser.

2.5 Specific Conveyances

The Parties shall cooperate in the preparation of the Specific Conveyances. At a reasonable time prior to Closing, Vendor shall use reasonable efforts to prepare and provide to Purchaser for Purchaser's review all Specific Conveyances at Vendor's sole cost and expense as soon as reasonably practicable. The Parties shall execute such Specific Conveyances before or at Closing. None of the Specific Conveyances shall confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, Purchaser shall register and/or distribute (as applicable) all such Specific Conveyances, and Purchaser shall bear all costs incurred therewith and in preparing and registering any further assurances required to convey the Assets to Purchaser.

2.6 Title Documents and Miscellaneous Interests

As soon as practicable following Closing, Vendor shall deliver to Purchaser paper originals, paper photocopies where originals are not available, or electronic copies where neither paper originals or photocopies are available, of the Title Documents and any other agreements, files and documents to which the Assets are subject, and such contracts, agreements, records, books, documents, licences, reports and data as comprise the Miscellaneous Interests and which are now in the possession of Lexin, Vendor or both. Notwithstanding the foregoing, if and to the extent such Title Documents and other agreements, files, documents, contracts, agreements, records, books, documents, licenses, reports, data and records also pertain to interests other than the Assets, at the Vendor’s expense, photocopies or other copies may be provided to the Purchaser in lieu of originals.

2.7 Form of Payment

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

2.8 Deposit

The Parties acknowledge that a deposit in the amount of $REDACTED, representing REDACTED % of the Purchase Price, before adjustments, has been delivered by Purchaser to the Vendor, to be held and released only in accordance with the provisions of this Section 2.8 (the "**Deposit**").

The Deposit shall be held by Vendor in a non-interest bearing account until one of the following events occurs:

(a) if Closing occurs, the Deposit shall be released to and retained by the Vendor at Closing for Vendor's own account absolutely and be applied as partial payment of the Purchase Price;

(b) if Closing does not occur due to: (i) a failure to fulfill the conditions set forth in Section 3.2; or (ii) a material breach of a material term of this Agreement by Vendor or by failure of Vendor to fulfill the conditions set forth in Section 3.3, the Deposit, together with interest, if any, shall be returned to Purchaser by the Vendor for the account of Purchaser absolutely; and

(c) if Closing does not occur due to any reason other than as addressed by Section 2.8(b) (including the failure by Purchaser to comply with its obligations under Section 11.12), the Deposit shall be forfeited to Vendor for the account of Vendor absolutely r.

In the event that this Agreement is terminated as a result of the events described in Section 2.8(b) or 2.8(c), each Party shall be released from all obligations under or in connection with this Agreement, other than the provisions with respect to confidentiality (Section 11.12) and the use of personal information Section (11.15).

2.9 Damages

The Parties agree that the amount of the Deposit constitutes their genuine estimate of all damages that will be suffered by Vendor as a result of Closing not occurring and if Vendor shall retain the Deposit pursuant to Section 2.8(c) the Deposit shall constitute liquidated damages to Vendor, and not a penalty of Closing not occurring as described in that subsection.

2.10 Taxes

(a) GST

Each of Purchaser and Lexin is a registrant for GST purposes and will continue to be a registrant at the Closing Date in accordance with the provisions of the GST Legislation.

Purchaser shall be responsible for the payment of any amount of GST payable in respect of its purchase of the Assets pursuant hereto and any interest and penalties payable in respect of such additional GST and shall indemnify and save harmless Vendor and Receiver in respect thereof. Purchaser's indemnity obligations set forth in this Section 2.10(a) shall survive the Closing Date indefinitely.

(b) Sales Taxes

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

Conveyances necessitated hereby. Except where Vendor is required under Applicable Law to collect or pay such Sales Taxes, Purchaser shall pay such Sales Taxes directly to the appropriate Governmental Authority within the required time period and shall file when due all necessary documentation with respect to such Sales Taxes. Vendor will do and cause to be done such things as are reasonably requested to enable Purchaser to comply with such obligation in a timely manner. If Vendor is required under Applicable Law to pay any such Sales Taxes, Purchaser shall promptly advance to Vendor, or if Vendor has already paid same, reimburse Vendor the full amount of such Sales Taxes upon delivery to Purchaser of copies of assessments or receipts, as applicable, showing assessment or payment, as applicable, of such Sales Taxes. Purchaser shall be responsible for the payment of any amount of Sales Taxes payable in respect of its purchase of the Assets pursuant hereto and any interest and penalties payable in respect thereto and shall indemnify and save harmless Vendor in respect thereof. Purchaser's indemnity obligations set forth in this Section 2.10(b) shall survive the Closing Date indefinitely.

ARTICLE 3
CONDITIONS OF CLOSING

3.1 Required Consents

(a) Before Closing, each of the Parties shall use all reasonable efforts to obtain any and all approvals required under Applicable Law to permit closing of the Transaction. The Parties acknowledge that, except for the Court Order, the acquisition of such consents shall not be a condition precedent to Closing. It shall be the sole obligation of Purchaser, at Purchaser's sole cost and expense, to provide any and all financial assurances, remedial work or other documentation required by Governmental Authorities to permit the transfer to Purchaser, and registration of Purchaser as owner and/or operator, of any of the Assets including, but not limited to, the Facilities and the Wells.

(b) Notwithstanding anything to the contrary herein, except for the Court Order, it is the sole obligation of Purchaser to obtain any Third Party consents, permissions or approvals that are required in connection with the assignment of Lexin's interest in any Miscellaneous Interests. Upon providing prior written notice and sufficient documentary support, all reasonable and necessary costs, fees, expenses, penalties or levies that are incurred by Vendor in order to effect the assignment of the Assets to Purchaser shall be the sole responsibility of Purchaser, and Purchaser agrees to pay on behalf of Vendor any such reasonable and necessary costs, fees, expenses, penalties or levies on a timely basis.

3.2 Mutual Conditions

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

(a) the Court Order being obtained; and

(b) no stay or appeal or application to vary the Court Order shall have been filed with the Court at any time by Vendor or any other Person on or before the Closing.

Unless otherwise agreed to by the Parties, if the conditions contained in this Section 3.2 have not been performed, satisfied or waived before the Outside Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement shall automatically terminate without any further action on the part of either Vendor or Purchaser and Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in Section 2.8, 11.12, and 11.15.

3.3 Purchaser's Conditions

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

(a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and shall remain true as of the Closing Date; and

(b) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Purchaser, at or before the Closing Date, Purchaser may rescind this Agreement by written notice to Vendor. If Purchaser rescinds this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in Sections 2.8, 11.12 and 11.15.

3.4 Vendor's Conditions

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

(a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and shall remain true as of the Closing Date;

(b) all obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects; and

(c) all amounts to be paid by Purchaser to Vendor at Closing, including the Purchase Price, shall have been paid to Vendor in the form stipulated in this Agreement.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may rescind this Agreement by written notice to Purchaser. If Vendor rescinds this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in Sections 2.8, 11.12 and 11.15.

3.5 Efforts to Fulfill Conditions Precedent

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

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Vendor

Vendor makes only the following representations to Purchaser, which representations shall not survive Closing:

(a) Receiver has been appointed by the Court as receiver of Lexin and such appointment is valid and subsisting as of the Effective Date and has remained valid and subsisting up to and including the Closing Date;

(b) subject to obtaining the Court Order, Vendor has the right to enter into this Agreement and to complete this Transaction; and

(c) this Agreement is, and all documents executed and delivered pursuant to this Agreement will be, legal, valid and binding obligations of Vendor enforceable against it in accordance with their terms.

4.2 Representations and Warranties of Purchaser

Purchaser makes the following representations and warranties to Vendor:

(a) Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Purchaser is authorized to carry on business in the provinces in which the Lands are located;

(b) Purchaser has good right, full power and absolute authority to purchase and acquire the interest of Lexin in and to the Assets according to the true intent and meaning of this Agreement;

(c) the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders', directors' or equivalent actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, bylaw or other governing document to which Purchaser is bound;

(d) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any judgement, decree, order, statute, regulation, rule or licence applicable to Purchaser;

(e) this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;

(f) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirements previously obtained and currently in force or to be obtained prior to or after Closing;

(g) Purchaser has adequate funds available in an aggregate amount sufficient to pay: (i) all amounts required to be paid by Purchaser under this Agreement; and (ii) all expenses which have been or will be incurred by Purchaser in connection with this Agreement and the Transaction;

(h) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability;

(i) Purchaser is acquiring the Assets in its capacity as principal and is not purchasing the Assets for the purpose of resale or distribution to a Third Party, and is dealing at arm's length with Vendor (as such term is interpreted by the Regulator);

(j) Purchaser is in compliance with all the requirements of all Governmental Authorities,;

(k) Purchaser is not a non-resident of Canada within the *Income Tax Act* (Canada); and

(l) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act*.

4.3 Limitation of Representations by Vendor

(a) Except as expressly contained in Section 4.1, Vendor expressly negates any representations or warranties, whether written or verbal, made by Vendor or its Representatives and in particular, without limiting the generality of the foregoing, Vendor disclaims all liability and responsibility for any such representation, warranty, statement or information made or communicated, whether verbal or in writing, to Purchaser or any of its Representatives. Lexin's interest in and to the Assets shall be purchased on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by Vendor, express or implied, arising at law, by statute, in equity or otherwise, with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to:

(i) any engineering, geological or other interpretation or economic evaluations respecting the Assets;

(ii) the quality, quantity or recoverability of Petroleum Substances within or under the Lands or any lands pooled or unitized therewith;

(iii) any estimates of the value of the Assets or the revenues or cash flows from future production from the Lands;

(iv) the rates of production of Petroleum Substances from the Lands;

(v) the quality, condition, fitness or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles and the Wells, including the wellbores thereof and all casing, tubing and packers therein);

(vi) the availability or continued availability of facilities, services or markets for the processing, transportation or sale of any Petroleum Substances;

(vii) the accuracy or completeness of the Data Room Information or any other data or materials, representations, warranties or statements made, direct or indirect, express or implied, other information relating to the Assets (whether supplied by the Vendor, its Representatives or otherwise);

(viii) the suitability of the Assets for any purpose;

(ix) compliance with Applicable Laws; or

(x) the title and interest of Lexin in and to the Assets.

(b) Without restricting the generality of the foregoing, Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of Lexin's interests in the Assets and the state and condition thereof and that it is satisfied with, and has relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets.

(c) Except with respect to the representations and warranties in Section 4.1 or in the event of fraud, Purchaser forever releases and discharges Vendor and its Representatives from any Claims and all liability to Purchaser or Purchaser's Representatives, assigns and successors, as a result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Purchaser by Vendor or its Representatives prior to or pursuant to this Agreement, including any evaluations, projections, reports, assessments and interpretive or non-factual materials prepared by or for Vendor, or otherwise in Vendor's possession.

ARTICLE 5
INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES

5.1 Purchaser's Indemnities for Representations and Warranties

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor and Vendor's Representatives from and against, all Losses suffered, sustained, paid or incurred by Vendor or its Representatives which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in Section 4.2 been accurate and truthful; provided, that nothing in this Section 5.1 shall be construed so as to cause Purchaser to be liable to or indemnify Vendor in connection with any representation or warranty contained in Section 4.2 if and to the extent that Vendor did not rely upon such representation or warranty.

5.2 Survival of Claim for Representations and Warranties

The representations and warranties in Section 4.2 shall be true as of the date hereof and shall remain true on the Closing Date, for the benefit of Vendor. In the absence of fraud, however, no Claim or action shall be commenced with respect to a breach of any such representation and warranty, unless, within the twelve month period following the Closing Date, written notice specifying such breach in reasonable detail is provided to Purchaser.

ARTICLE 6
INDEMNITIES

6.1 Post-Closing Date Indemnity

(a) Provided that Closing has occurred, Purchaser shall be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and shall indemnify, release and save harmless Vendor and its Representatives from any and all Losses, expenses, Claims, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or its Representatives or which any of them may sustain, pay or incur, as a result of any fact, matter or thing resulting from, attributable to or connected with the Assets and arising or accruing after the Closing Time.

(b) Provided that Closing has occurred, Purchaser shall be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and indemnify, release and save harmless Vendor and its Representatives from any and all Losses, expenses, Claims, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or its Representatives or which any of them may sustain, pay or incur, as a result of any fact, matter or thing resulting from, attributable to or connected with the Assets and arising or accruing before or after the Closing Time with respect to any reassessments of royalties.

6.2 Environmental Matters and Abandonment and Reclamation Obligations

Purchaser acknowledges that Purchaser is acquiring the Assets pursuant hereto on an "as is, where is" basis. Purchaser acknowledges that it is familiar and satisfied with the condition of the Assets, including the past and present use of the Lands, the Tangibles and the Wells (including the wellbores thereof and all casing, tubing and packers therein) that Vendor has provided Purchaser with a reasonable opportunity to inspect the Assets at the sole cost, risk and expense of Purchaser (insofar as Vendor could reasonably provide such access) and that Purchaser is not relying upon any representation or warranty of Vendor as to the Environmental condition of the Assets, or as to any Environmental Liabilities or Abandonment and Reclamation Obligations. Provided that Closing has occurred, Purchaser shall:

(a) be solely liable and responsible for any and all Losses which Vendor or its Representatives may suffer, sustain, pay or incur; and

(b) indemnify, release and save harmless Vendor and its Representatives from any and all Losses, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or its Representatives or which any of them may sustain, pay or incur,

as a result of any matter or thing arising out of, resulting from, attributable to or connected with any Environmental Liabilities or any Abandonment and Reclamation Obligations. Once Closing has occurred, Purchaser shall be solely responsible for all Environmental Liabilities and all Abandonment and Reclamation Obligations both to Third Parties and as between Vendor and Purchaser (whether such Environmental Liabilities and Abandonment and Reclamation Obligations occur or accrue prior to, on or after the Closing Time), and hereby releases Vendor from any Claims Purchaser may have against Vendor with respect to all such liabilities and responsibilities. Without restricting the generality of the foregoing, Purchaser shall be responsible for all Environmental Liabilities and Abandonment and Reclamation Obligations (whether such Environmental Liabilities and all Abandonment and Reclamation Obligations occur or accrue prior to, on or after the Closing Time) in respect of the Lands, Wells and Facilities. This assumption of liability and indemnity by Purchaser shall apply without limit and without regard to cause or causes, including the negligence (whether sole, concurrent, gross, active, passive, primary or secondary) or the wilful or wanton misconduct or recklessness of any or all of Vendor, its Representatives and their respective successors and assigns or any other Person or otherwise. Purchaser further acknowledges and agrees that it shall not be entitled to any rights or remedies as against Vendor or its Representatives, or their respective successors and assigns under the common law or statute pertaining to any Environmental Liabilities and Abandonment and Reclamation Obligations, including the right to name any or all of Vendor, its Representatives, and their respective successors and assigns as a 'third party' to any action commenced by any Person against Purchaser. Purchaser's assumption of liability and the indemnity obligations set forth in this Section 6.2 shall survive the Closing Date indefinitely.

6.3 Third Party Claims

The following procedures shall be applicable to any Claim by Vendor or a Vendor's Representative (the "**Indemnitee**") for indemnification pursuant to this Agreement from Purchaser in respect of any Losses in relation to a Third Party (a "**Third Party Claim**"):

(a) upon the Third Party Claim being made against or commenced against the Indemnitee, the Indemnitee shall within 30 Business Days of notice thereof provide written notice thereof to the Purchaser. The notice shall describe the Third Party Claim in reasonable detail and indicate the estimated amount, if practicable, of the indemnifiable Losses that have been or may be sustained by the Indemnitee in respect thereof. If the Indemnitee does not provide notice to the Purchaser within such 30 Business Day period, then such failure shall only lessen or limit the Indemnitee's rights to indemnity hereunder to the extent that the defence of the Third Party Claim was prejudiced by such lack of timely notice;

(b) if the Purchaser acknowledges to the Indemnitee in writing that the Purchaser is responsible to indemnify the Indemnitee in respect of the Third Party Claim pursuant hereto, the Purchaser shall have the right to take either or both of the following actions:

    (i) assume carriage of the defence of the Third Party Claim using legal counsel of its choice and at its sole cost; and/or

    (ii) settle the Third Party Claim, provided the Purchaser pays the full monetary amount of the settlement and the settlement does not impose any restrictions or obligations on the Indemnitee, and provided a full and final unconditional release in favour of Vendor and its Representatives is obtained in form and substance satisfactory to Vendor;

(c) if the Purchaser acknowledges to the Indemnitee in writing that the Purchaser is responsible to indemnify the Indemnitee in respect of a Third Party Claim pursuant hereto, the Indemnitee shall not enter into any settlement, consent order or other compromise with respect to the Third Party Claim without the prior written consent of the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), unless the Indemnitee waives its rights to indemnification in respect of the Third Party Claim;

(d) each Party shall co-operate with the other Party in the defence of the Third Party Claim, including making available such of its personnel to the other Party and its Representatives whose assistance, testimony or presence is of material assistance in evaluating and defending the Third Party Claim;

(e) upon payment of the Third Party Claim, the Purchaser shall be subrogated to all Claims the Indemnitee may have relating thereto. The Indemnitee shall give such further assurances and do such things to co-operate with the Purchaser to permit the Purchaser to pursue such subrogated Claims as reasonably requested from it; and

(f) if the Purchaser has paid an amount pursuant to the indemnification obligations herein and the Indemnitee shall subsequently be reimbursed from any source in respect of the Third Party Claim from any Third Party which results in the Indemnitee receiving, in the aggregate, more than the amount of the Third Party Claim, the Indemnitee shall promptly pay the amount of the reimbursement (including interest actually received) in excess of the Third Party Claim to the Purchaser, net of taxes required to be paid by the Indemnitee as a result of any such receipt.

ARTICLE 7
ADJUSTMENTS

7.1 Costs and Revenues to be Apportioned

(a) Subject to Sections 7.1(b) and 7.1(c), below and except as otherwise provided in this Agreement, all costs and expenses relating to the Assets (including maintenance, development, capital and operating costs) and all revenues relating to the Assets (including proceeds from the sale of production and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties) shall be apportioned as of the Effective Time between Vendor and Purchaser on an accrual basis in accordance with generally accepted accounting principles, provided that:

(i) deposits or advances made by Vendor or Lexin after the Effective Date in respect of the costs of operations on Lands (or lands pooled or unitized therewith) or the Wells, Pipelines or Facilities included in the Assets which advances have not been applied to the payment of costs prior to the Closing Date and still stand to the credit of Lexin or Vendor as at the Closing Date, shall be transferred to Purchaser at Closing and an adjustment will be made in favour of Vendor equal to the amount of such transferred advance;

(ii) deposits or advances made by Lexin or Vendor prior to the Effective Date relative to operations on the Lands shall be returned to Vendor;

(iii) costs and expenses of work done, services provided and goods supplied shall be deemed to accrue for the purposes of this Article when the work is done or the goods or services are provided, regardless of when such costs and expenses become payable;

(iv) no adjustments shall be made in respect of Lexin's or Vendor's income taxes;

(v) revenues from the sale of Petroleum Substances will be deemed to accrue when the Petroleum Substances are produced;

(vi) Petroleum Substances that were produced beyond the wellhead, but not sold, as of the Effective Time shall be credited to Vendor and will be deemed to be sold on a first-in-first-out basis ; and

(vii) all rentals and similar payments in respect of the Leased Substances or surface rights comprised in the Assets and all taxes (other than income taxes) levied with respect to the Assets or operations in respect thereof shall be apportioned between Vendor and Purchaser on a per diem basis as of the Closing Date.

(b) Vendor and its Representatives shall not be liable to make any adjustment in favour of, or make any payment to, Purchaser pursuant hereto in respect of any liability, cost or expense which relates to the period which arose prior to the later of the Date of Appointment and the Effective Date, and which cost or expense will not constitute a liability of Purchaser.

(c) Vendor and its Representatives shall not be liable to make any adjustment in favour of, or make any payment to, Purchaser pursuant hereto in respect of any cost or expense which relates to any reassessment of royalties arising or accruing before or after the Closing Time.

7.2 Adjustments to Account

(a) An interim accounting of the adjustments pursuant to Section 7.1 shall be made at Closing, based on Vendor's good faith estimate of the costs and expenses paid by Vendor prior to Closing and the revenues received by Vendor prior to Closing. Vendor and Purchaser shall cooperate in preparing such interim accounting and Vendor shall provide an interim statement of adjustment setting forth the adjustments to be made at Closing not later than three Business Days prior to Closing and shall assist Purchaser in verifying the amounts set forth in such statement.

(b) A final accounting of the adjustments pursuant to Section 7.1 shall be conducted within 90 days following the Closing Date (the "**Final Statement of Adjustments**") by Vendor, and no further or other adjustments whatsoever will be made thereafter. All adjustments after Closing shall be settled by payment by the Party required to make payment to the other Party hereunder within 15 Business Days of being notified of the determination of the amount owing.

(c) All adjustments provided for in this Article shall be adjustments to the Purchase Price and shall be allocated to the Petroleum and Natural Gas Rights.

ARTICLE 8
MAINTENANCE OF ASSETS

8.1 Maintenance of Assets

From the date hereof until the Closing Date, Vendor shall use reasonable commercial efforts, to the extent that the nature of the Receiver’s obligations and Lexin’s interest permits, and subject to the Appointment Order, Title Documents and any other agreements and documents to which the Assets are subject:

(a) maintain the Assets in a proper and prudent manner in material compliance with all Applicable Laws and directions of Governmental Authorities; and

(b) pay or cause to be paid all costs and expenses relating to the Assets which become due from the date hereof to the Closing Date, provided that nothing contained in the foregoing or elsewhere in this Agreement shall obligate Vendor to post security, make any other financial contribution or file any undertaking with the Regulator with respect to the Licensee Liability Rating Program or any like program.

8.2 Consent of Purchaser

Notwithstanding Section 8.1, Vendor shall not from the date hereof to the Closing Date, without the written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed:

(a) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Assets of which Lexin's or Vendor's share is in excess of $50,000, except: (i) in case of an emergency; (ii) as may be reasonably necessary to protect or ensure life and safety; (iii) to preserve the Assets or title to the Assets; or (iv) in respect of amounts which Vendor may be committed to expend or be deemed to authorize for expenditure without its consent; provided, however, that should Purchaser withhold its consent or fail to provide its consent in a timely manner and a reduction in the value of the Assets results, there shall be no abatement or reduction in the Purchase Price;

(b) surrender or abandon any of the Assets, unless an expenditure of money is required to avoid the surrender or abandonment and Purchaser does not provide same to Vendor in a timely fashion, in which event the Assets in question shall be surrendered or abandoned without abatement or reduction in the Purchase Price;

(c) other than in ordinary course of business, materially amend or terminate any Title Document or enter into any new material agreement or commitment relating to the Assets; or

(d) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof excepting: pursuant to Preferential Purchase Rights; sales of non-material obsolete or surplus equipment; or sales of the Leased Substances in the normal course of business.

8.3 Proposed Actions

If an operation or the exercise of any right or option respecting the Assets is proposed in circumstances in which such operation or the exercise of such right or option would result in Purchaser incurring an obligation pursuant to Section 8.2, the following shall apply to such operation or the exercise of such right or option (hereinafter referred to as the "**Proposal**"):

(a) Vendor shall promptly give Purchaser notice of the Proposal, describing the particulars in reasonable detail;

(b) Purchaser shall, not later than 48 hours prior to the time Vendor is required to make its election with respect to the Proposal, advise Vendor, by notice, whether Purchaser wishes Vendor to exercise Vendor's rights with respect to the Proposal on Purchaser's behalf, provided that Purchaser's failure to make such election within such period shall be deemed to be Purchaser's election to participate in the Proposal;

(c) Vendor shall make the election authorized (or deemed to be authorized) by Purchaser with respect to the Proposal within the period during which Vendor may respond to the Proposal; and

(d) Purchaser's election (including its deemed election) to not participate in any Proposal required to preserve the existence of any of the Assets shall not entitle Purchaser to any reduction of the Purchase Price if Lexin's interest therein is terminated as a result of such election and such termination shall not constitute a failure of Vendor's representations and warranties relating to such Assets.

8.4 Post-Closing Transition

Following Closing and to the extent to which Purchaser must be novated into operating agreements and other agreements or documents to which the Assets are subject, until the novation has been effected:

(a) Vendor shall not initiate any operation with respect to the Assets, except upon receiving Purchaser's written instructions, or if Vendor reasonably determines that such operation is required for the protection of life or property, in which case Vendor may take such actions as it reasonably determines are required, without Purchaser's written instructions, and shall promptly notify Purchaser of such intention or actions and of Vendor's estimate of the costs and expenses therewith associated;

(b) Vendor shall forthwith deliver, or cause to be delivered, to Purchaser all revenues, proceeds and other benefits received by Vendor with respect to the Assets, provided that Vendor shall be permitted to deduct from such revenues, proceeds and other benefits, any other costs and expenses which it incurs as a result of such delivery to Purchaser;

(c) Vendor shall, in a timely manner, deliver to Purchaser all Third Party notices and communications, including authorizations for expenditures and mail ballots and all notices and communications received in respect of the Assets or events and occurrences affecting the Assets, and Vendor shall respond to such notices pursuant to Purchaser's written instructions, if received on a timely basis, provided that Vendor may refuse to follow any instructions which it reasonably believes to be unlawful, unethical or in conflict with any applicable agreement or contract, and provided that nothing shall preclude Vendor from taking such actions as Vendor reasonably determines are necessary for the protection of life or property, or as are required by all Applicable Laws, rules, regulations, orders and directions of Governmental Authorities and other competent authorities; and

(d) Vendor shall, in a timely manner, deliver to Third Parties all such notices and communications which Purchaser may reasonably request and all such monies and other items as Purchaser may reasonably provide in respect of the Assets, provided that Vendor may (but shall not be obligated to) refuse to follow instructions which it reasonably believes to be unlawful, unethical or in conflict with any applicable agreement or contract.

8.5 Licence Transfers

(a) Subject to the provisions of Section 8.7 hereof, to the extent applicable, within two Business Days following Closing, Purchaser shall prepare and, where applicable, electronically submit, to the applicable Governmental Authorities the Licence Transfers (other than in respect of the Excluded Licences), if any, and Vendor or its nominee shall, where applicable, electronically ratify and concur to such Licence Transfers.

(b) If a Governmental Authority denies a Licence Transfer because of misdescription or other minor deficiencies in the application, Purchaser shall, as soon as practicable, correct the application and amend and re-submit the Licence Transfer application. Vendor or its nominee shall, where applicable, electronically ratify and concur to such Licence Transfer.

(c) If for any reason, a Governmental Authority requires a Party or its nominee:

(i) to make a deposit or furnish any other form of security to approve or give effect to a Licence Transfer; or

(ii) undertake any corrective action or remedial work, including inspections, tests or engineering assessments,

Purchaser shall make such deposit or furnish such other form of security as is required, in accordance with this Section and Section **Error! Reference source not found.** or undertake such corrective or remedial work as may be required, at Purchaser's sole expense. All Licence Transfer processing fees (including any fees required to be paid for expedited service) shall be for Purchaser's account.

(d) If a Governmental Authority denies any or all Licence Transfers, it will not derogate in any way from Purchaser's obligation to pay the full Purchase Price to Vendor.

8.6 Vendor Deemed Purchaser's Agent

(a) Insofar as Vendor maintains the Assets and takes actions in relation thereto on Purchaser's behalf pursuant to this ARTICLE 8, Vendor shall be deemed to have been Purchaser's agent hereunder. Purchaser ratifies all actions taken by Vendor or refrained from being taken by Vendor pursuant to this ARTICLE 8 in such capacity during such period, with the intention that all such actions shall be deemed to be Purchaser's actions.

(b) Insofar as Vendor participates in either operations or the exercise of rights or options as Purchaser's agent pursuant to this ARTICLE 8, Vendor may require Purchaser to secure costs to be incurred by Vendor on Purchaser's behalf pursuant to such election in such manner as may be reasonably appropriate in the circumstances.

(c) Purchaser shall indemnify Vendor and its Representatives against all Losses which Vendor or its Representatives may suffer or incur as a result of Vendor maintaining the Assets as Purchaser's agent pursuant to this ARTICLE 8, insofar as such Losses are not a direct result of the gross negligence or wilful misconduct of Vendor or its Representatives. An action or omission of Vendor or of its Representatives or of Lexin or its Representatives shall not be regarded as gross negligence or wilful misconduct to the extent to which it was done or omitted from being done in accordance with Purchaser's instruction (including any election deemed to be made pursuant to Section 8.3(b)) or concurrence, or otherwise in accordance with this Agreement. Purchaser's indemnity obligations set forth in this Section 8.6(c) shall survive the Closing Date indefinitely.

8.7 Transfer of Operatorship

Insofar as Vendor operates any of the Assets, Purchaser acknowledges that Vendor is not able to transfer operatorship of some or all of such Assets to Purchaser at or after Closing. Should a Third Party take over operatorship of some or all of the Assets whether after receiving change of operatorship notices from Vendor of the sale of its interest, or otherwise, Purchaser acknowledges that such Licences (including without limitation the Excluded Licences) will be transferred to the successor operator at or following Closing and that Purchaser shall not contest any such succession of operatorship or transfer of Licences except as otherwise provided in the applicable operating agreements after Closing and such succession and transfer.

ARTICLE 9
PREFERENTIAL PURCHASE RIGHTS

9.1 Preferential Purchase Rights

(a) Schedule "C" provides a description of which, if any, of the Assets are subject to Preferential Purchase Rights.

(b) Purchaser shall, immediately following execution of this Agreement, provide its good faith estimate of the value of the applicable Asset(s) to Vendor, and such value shall be set forth in the notices issued pursuant to Section 9.1(c).

(c) Vendor shall, within two Business Days following receipt of the good faith estimates described in Section 9.1(b), serve all notices as are required in conjunction with any Preferential Purchase Rights. Notwithstanding the foregoing, to the extent that Purchaser holds or is a beneficiary of any Preferential Purchase Rights with respect to the Assets, Purchaser, on behalf of itself and any Third Party having or claiming any beneficial or undisclosed interest by through or under Purchaser, hereby waives any notice required pursuant to, and any preferential, pre-emptive or similar right to purchase any of the Assets granted under such Preferential Purchase Rights, and grants any prior consent that may be required, in respect of the Transaction.

(d) Purchaser shall be liable to Vendor and Lexin for, and shall, in addition, save and hold harmless and indemnify Vendor and Lexin from and against, all Losses that may be brought against, suffered, sustained, paid or incurred by Vendor or Lexin in connection with or that relate in any way directly or indirectly to the use of Purchaser's allocation of value.

(e) If a Preferential Purchase Right is exercised, the Assets that are subject thereto shall not be sold to Purchaser pursuant hereto but shall be deleted from and cease to be subject to this Agreement and the Purchase Price shall be reduced by the amount allocated to such Asset. Purchaser shall nevertheless purchase the Assets that are not subject to exercised Preferential Purchase Rights.

ARTICLE 10
PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS

10.1 Vendor to Provide Access

(a) Prior to Closing, Vendor shall, subject to all contractual and fiduciary obligations, provide reasonable access, at the Calgary offices of Vendor during normal business hours, to Purchaser, and its Representatives to Lexin's records, books, accounts, documents, files, reports, information, materials, filings, and data, to the extent they relate directly to the Assets and are in possession of the Vendor, as well as physical access to the Assets (insofar as Vendor can reasonably provide such access, with such access to be at Purchaser's sole risk, expense and liability) to facilitate Purchaser's review of the Assets and title thereto for the purpose of completing this Transaction.

(b) Except as a result of an exercise of a Preferential Purchase Right as contemplated in Section 9.1, notwithstanding anything to the contrary in this Agreement, the Purchaser acknowledges and agrees that it shall have no right or other entitlement to any abatement or reduction in the Purchase Price as a result of, arising from, or in connection with, any deficiency or allegation of deficiency in respect of the Assets, including, without limitation, any Environmental Liabilities or deficiency or title deficiency, whether identified in connection with the Purchaser’s access to information as provided in Section 10.1(a) or otherwise.

10.2 Access to Information

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

(a) Lexin's or Vendor's ownership of the Assets (including taxation matters and liabilities and Claims that arise from or relate to acts, omissions, events, circumstances or operations on or before the Closing Date);

(b) enforcing its rights under this Agreement;

(c) compliance with Applicable Law; or

(d) any Claim commenced or threatened by any Third Party against Lexin or Vendor.

10.3 Maintenance of Information

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

ARTICLE 11
GENERAL

11.1 Further Assurances

Each Party will, from time to time and at all times after Closing, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required to fully perform and carry out the terms of this Agreement, including, but not limited to a Trust Agreement to be executed at or prior to Closing to reflect the fact that the transfer and conveyance of mineral leases to affect this Agreement will include a greater portion of the mineral leases than are being sold to the Purchaser as outlined in Schedule A thereto ("**excess portion**") and that this excess portion will be held in trust by the Purchaser for the benefit of the Vendor or its assignee, subject to the provisos that Purchaser is to be reimbursed by the Vendor or its assignee for 50% of the annual rentals associated with any mineral leases where the Vendor or the assignee's interests are being held in trust and that if the mineral lease interests held in trust have not been sold by the Receiver during the receivership proceedings that those trust interests would revert to Purchaser upon the Receiver's discharge.

11.2 Receiver

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

11.3 Entire Agreement

Except for the Appointment Order and the Court Order, the provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, except for the Appointment Order and the Court Order, the provisions of this Agreement shall prevail. In the event that Closing occurs, except for the Appointment Order and the Court Order, this Agreement supersedes all other agreements (other than the Confidentiality Agreement between Vendor and Purchaser), documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the Transaction herein.

11.4 Governing Law

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of Alberta and all disputes shall be determined within the receivership proceedings bearing Alberta Court of Queen's Bench Court Action: 1701-03460. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.

11.5 Signs and Notifications

Within 60 days following Closing, Purchaser shall remove any signage which indicates Lexin's ownership or operation of the Assets. It shall be the responsibility of Purchaser to erect or install any signage required by applicable Governmental Authorities indicating Purchaser to be the owner or operator of the Assets.

11.6 Assignment and Enurement

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

11.7 Time of Essence

Time is of the essence in this Agreement.

11.8 Notices

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

Vendor - Grant Thornton Limited
As Court-appointed receiver of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership
Suite 1100, 332 – 6 Avenue SW, Calgary, AB T2P 0B2
Attention: Andrew Basi
Fax: (403) 403-260-2571
E-Mail: Andrew.basi@ca.gt.com

With a copy to (which does not constitute notice):

Borden Ladner Gervais LLP
1900, 520 3rd Avenue SW
Calgary, Alberta T2P 0R3
Attention: Robyn Gurofsky
Fax: 403-266-1395
E-Mail: rgurofsky@blg.com

Purchaser - Davilin Energy Corp.
Suite 900, 903 8th Ave. SW
Calgary, AB, T2P 0P7
Attention: Don Brown
Fax: 587-393-5812
E:Mail: dbrown@borderpetroleum.com

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

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

(b) by facsimile to a Party to the facsimile number of such Party for notices, in which case, if the notice was faxed prior to 4:00 p.m. on a Business Day, the notice shall be deemed to have been received by that Party when it was faxed and if it is faxed on a day which is not a Business Day or is faxed after 4:00 p.m. on a Business Day, it shall be deemed to have been received on the next following Business Day; or

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

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

11.9 Invalidity of Provisions

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

11.10 Waiver

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

11.11 Amendment

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

11.12 Confidentiality and Public Announcements

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

11.13 Sealing Order

Vendor may, at its discretion, apply to the Court for a sealing order with respect to a report prepared by Vendor containing the financial and other confidential details of this Transaction (the "**Confidential Report**"), such order sealing Vendor's Confidential Report and the confidential information contained therein from the public court file for the period directed by the Court. Pursuant to the terms of such sealing order applied for by Vendor, only the judge presiding over the receivership proceedings of Lexin, Vendor, Purchaser and their respective Representatives and the secured creditors of Lexin who have executed confidentiality agreements, and subject to the terms of those confidentiality agreements, shall have access to Vendor's Confidential Report and the confidential information contained therein.

11.14 Termination

This Agreement may be terminated at any time prior to Closing:

(a) by mutual written agreement of Vendor and Purchaser; or

(b) by either Vendor or Purchaser pursuant to the provisions of Sections 3.2, 3.3 or 3.4, as applicable.

In the event of Termination of this Agreement, the Deposit shall be addressed in accordance with Section 2.8.

11.15 Personal Information

Purchaser covenants and agrees to use and disclose any personal information contained in any of the books, records or flies transferred to Purchaser or otherwise obtained or reviewed by Purchaser in connection with the Transaction only for those purposes for which it was initially collected from or in respect of the individual to which such information relates, unless:

(a) Vendor or Purchaser has first notified such individual of such additional purpose, and where required by the Applicable Laws, obtained the consent of such individual to such additional purpose; or

(b) such use or disclosure is permitted or authorized by Applicable Laws, without notice to, or consent from, such individual.

Purchaser's obligations set forth in this Section 11.15 shall survive the Closing Date indefinitely.

11.16 No Merger

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

(Remainder of page intentionally left blank)

11.17 Counterpart Execution

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

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

GRANT THORNTON LIMITED, solely in its capacity as the receiver and manager of the assets, undertaking and property 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: Andrew Basi
Title: Senior Vice-President

DAVILIN ENERGY CORP.

Per: ______________________
Name: Don Brown
Title: Director

THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 28, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and DAVILIN ENERGY CORP.

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

Lands

See attached Schedule "A" containing an 80 page Mineral Property Report

Petroleum and Natural Gas Rights

See attached Schedule "A" containing an 80 page Mineral Property Report

Title Documents

See attached Schedule "A" containing an 80 page Mineral Property Report

Royalties and Permitted Encumbrances

See attached Schedule "A" containing an 80 page Mineral Property Report

MFC RESOURCE PARTNERSHIP

Mineral Property Report

Generated by Tim T. Galbreath on March 10, 2018 at 7:43:09 pm.

Selection

Admin Company:	
Category:	
Country:	
Province:	
Division:	
Area(s):	
Active / Inactive:	Active
Status Types:	
Lease Types:	
Acreage Status:	
Expiry Period:	
Acreage Category:	

CS*EXPLORER Version: 9.10.04

MFC RESOURCE PARTNERSHIP

Mineral Property Report

Print Options

Acres / Hectares:	Hectares		
Working Interest DOI:	Yes		
Other DOI:	Reference		
Related Contracts:	Yes	**Related Units:**	Yes
Royalty Information:	Yes	**Expand:**	No
Well Information:	Yes		
Remarks:	Yes		
Types:			
Acreage:	Producing / Non Producing Developed / Undeveloped Proven / Unproven		

Sort Options

Division:	No
Category:	Yes
Province:	No
Area:	No
Location:	No

EXPLORER™ Software Solutions Ltd.

CS*EXPLORER Version: 9.1004

Report Date: Mar 10, 2018
Page Number: 1
REPORTED IN HECTARES

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Lessor Type		Exposure Gross Net	Oper.Cont. ROFR / Doi Partner(s)	* DOI Code	*		Lease Description / Rights Held
M01506	PNG	CR	**Eff:** Jun 16, 1964	256.000		WI		UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Jun 15, 1974	256.000	0989 RESOURCE P	100.00000000		5.73603100	TWP 30 RGE 23 W4M 4
A	3316		**Ext:** 15	256.000	PINE CLIFF			79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES			4.98794600	NG IN
100.00000000	0989 RESOURCE P		**Count Acreage =** No		BOGLE			0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC			1.53493000	NG IN VIKING;
					ROADRUNNER			0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP			3.14969100	NG IN GLAUCONITIC_SANDSTONE;
					ENERPLUS CORP			2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP			1.77633900	NG IN PEKISKO;
					SCOTIA			0.21685000	NG IN BANFF
					0989 RESOURCE P		*	0.00049800	

Total Rental: 0.00

Related Contracts

C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 F	UNIT	Nov 06, 1967

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	256.000	256.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	256.000	256.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	256.000	256.000	**NProv:**	0.000	0.000

Well U.W.I.	Status/Type
100/13-04-030-23-W4/00	TEST/GAS
100/13-04-030-23-W4/02	SUS/GAS
100/13-04-030-23-W4/03	P/GAS

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of

CS*EXPLORER Version: 9.10.04

REPORTED IN HECTARES

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type	Lessor Type / Lse No/Name / Operator / Payor	Exposure / Gross / Net	Oper.Cont. / ROFR / Doi Partner(s)	*	DOI Code / *	Lease Description / Rights Held

(cont'd)

		Roy Percent:				
		Deduction:	YES			
M01506	A	**Gas: Royalty:**		**Min Pay:**		**Prod/Sales:**
		S/S OIL: Min:	**Max:**	**Div:**		**Prod/Sales:**
		Other Percent:		**Min:**		**Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Zone:		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF	

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: F	**Tract Number:** E-04		**Tract Part%:** 0.17421000

Remarks

Type	Date	Description
UNIT	Nov 06, 1967	GHOST PINE UNIT - TRACT E-04 - HUBER UNIT INTEREST - 4.919196% NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
WELLUTIL	Feb 15, 2011	M TRITES
UNIT	Feb 15, 2011	GHOST PINE UNIT - TRACT E-04 - HUBER UNIT INTEREST - 4.919196% NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE,

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MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Lessor Type		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*		Lease Description / Rights Held
(cont'd)									
M01506	A								

Remarks

Type	Date	Description
		GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF. *** PLEASE NOTE - BASAL BELLY RIVER AND BELLY RIVER ARE 2 DIFFERENT ZONES

M01507	PNG	CR	**Eff:** Jun 16, 1964	1,088.000		WI		UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Jun 15, 1974	1,088.000	0989 RESOURCE P	100.00000000		5.73603100	TWP 30 RGE 23 W4M N & SE 2, 10,
A	3317		**Ext:** 15	1,088.000	PINE CLIFF			79.75168600	W 11, 15, 22
	0989 RESOURCE P				ARC RESOURCES			4.98794600	(UNITIZED ZONES)
100.00000000	0989 RESOURCE P				BOGLE			0.11565000	NG IN
					MIDLAND RES INC			1.53493000	BASAL_BELLY_RIVER_SANDSTONE;
					ROADRUNNER			0.49154000	NG IN VIKING;
					PEN ENERGY CORP			3.14969100	NG IN UPPER_MANNVILLE;
					ENERPLUS CORP			2.23883900	(NG IN GLAUCONITIC_SS;)
					SABRE PRTNRSHP			1.77633900	NG IN BASAL_QUARTZ_SANDSTONE;
					SCOTIA			0.21685000	NG IN PEKISKO;
					0989 RESOURCE P		*	0.00049800	NG IN BANFF

Total Rental: 3808.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	1,088.000	1,088.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	1,088.000	1,088.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	1,088.000	1,088.000	**NProv:**	0.000	0.000

Related Contracts

C02881 AA	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 D	UNIT	Nov 06, 1967

Well U.W.I.	Status/Type
100/04-02-030-23-W4/00	P/GAS
100/05-22-030-23-W4/00	ABA ZONE/N/A
100/07-10-030-23-W4/00	P/GAS
100/10-15-030-23-W4/00	P/GAS

Royalty / Encumbrances

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MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name	Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / *	DOI Code / *	Lease Description / Rights Held

(cont'd)

<Linked>	Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales	Lease Description / Rights Held
C02881 AA	HERITAGE GROSS OVERRIDING R		ALL PRODUCTS	N	N	100.00000000 % of PROD	100/10-11-030-23-W4/00 ABA/N/A
	Roy Percent:	5.00000000					100/04-22-030-23-W4/00 ABA ZONE/N/A
	Deduction:	YES					100/04-02-030-23-W4/02 SUS/GAS
M01507 A	Gas: Royalty:			Min Pay:		Prod/Sales:	100/04-22-030-23-W4/03 ABA/GAS
	S/S OIL: Min:		Max:	Div:		Prod/Sales:	100/05-22-030-23-W4/02 ABA/GAS
	Other Percent:			Min:		Prod/Sales:	100/11-11-030-23-W4/00 P/GAS
							102/08-02-030-23-W4/00 P/GAS
							100/04-22-030-23-W4/02 ABA ZONE/N/A

Royalty / Encumbrances

Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE		ALL PRODUCTS	Y	N	100.00000000 % of
Roy Percent:					
Deduction:	YES				
Gas: Royalty:			Min Pay:		Prod/Sales:
S/S OIL: Min:		Max:	Div:		Prod/Sales:
Other Percent:			Min:		Prod/Sales:

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Zone:		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF	

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: D	**Tract Number:**	E-02-A	**Tract Part%:** 1.02614000

Report Date: Mar 10, 2018
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MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name		Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01507 A

Remarks

Type	Date	Description
UNIT	Nov 06, 1967	GHOST PINE UNIT - TRACT E-02-A - HUBER UNIT INTEREST - 4.919196%
		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED

M01508	PNG	CR	Eff: Jun 16, 1964	192.000		WI		UNIT	Area : GHOST PINE
Sub: A	WI		Exp: Jun 15, 1974	192.000	0989 RESOURCE P	100.00000000		5.73603100	TWP 30 RGE 23 W4M S & NW 13
A	3318		Ext: 15	192.000	PINE CLIFF			79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES			4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE			0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC			1.53493000	NG IN VIKING;
					ROADRUNNER			0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP			3.14969100	(NG IN GLAUCONITIC_SS;)
					ENERPLUS CORP			2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP			1.77633900	NG IN PEKISKO;
					SCOTIA			0.21685000	NG IN BANFF
					0989 RESOURCE P		*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	Prod:	192.000	192.000	NProd:	0.000	0.000
DEVELOPED	Dev:	192.000	192.000	Undev:	0.000	0.000
PROVEN	Prov:	192.000	192.000	NProv:	0.000	0.000

Related Contracts

C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 I	UNIT	Nov 06, 1967

Well U.W.I.	Status/Type
100/02-13-030-23-W4/00	P/GAS

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MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type Lessor Type	Exposure Oper.Cont. ROFR	DOI Code	
File Status	Int Type / Lse No/Name	Gross		
Mineral Int	Operator / Payor	Net Doi Partner(s)	* *	Lease Description / Rights Held

(cont'd)

M01508 A

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R(ALL PRODUCTS		N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of

Roy Percent:
Deduction: YES
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Lease Description / Rights Held:
100/14-13-030-23-W4/00 ABA ZONE/N/A
100/03-13-030-23-W4/00 ABA ZONE/N/A
100/03-13-030-23-W4/02 P/GAS
100/03-13-030-23-W4/03 ABA/GAS
100/14-13-030-23-W4/02 SUS/GAS
100/14-13-030-23-W4/03 P/GAS

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Sub: I **Tract Number:** E-13-A **Tract Part%:** 0.10999000

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Lessor Type		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01508 A — **Remarks**

Type	Date	Description
UNIT	Nov 06, 1967	GHOST PINE UNIT - TRACT E-13-A - HUBER UNIT INTEREST - 4.919196% P&NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
WELLUTIL	Oct 15, 2010	D. MACFARLANE

M01509	PNG	CR	**Eff:** Jul 26, 1969	128.000	C00320 D Not Applicable	WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Jul 25, 1979	128.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 31 RGE 21 W4M W 7
A	18190		**Ext:** 15	128.000	PINE CLIFF		79.75168600	(UNITIZED)
	CONOCOPHILWEST				ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;
					ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP		3.14969100	(NG IN GLAUCONITIC_SS;)
					ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
					SCOTIA		0.21685000	NG IN BANFF
					0989 RESOURCE P	*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	128.000	128.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	128.000	128.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	128.000	128.000	**NProv:**	0.000	0.000

Related Contracts

C00320 B	ROYALT	Jun 24, 1964
C00320 C	ROYALT	Jun 24, 1964 (I)
C00320 D	ROYALT	Jun 24, 1964
C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 Z	UNIT	Nov 06, 1967

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Lessor Type / Int Type / Lse No/Name / Operator / Payor	Exposure / Gross / Net	Oper.Cont. / ROFR / Doi Partner(s)	DOI Code	Lease Description / Rights Held

(cont'd)

M01509 A

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00320 D	OVERRIDING ROYALTY	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 3.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name	Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR	DOI Code / *	*	Lease Description / Rights Held

(cont'd)

M01509 A

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: Z	**Tract Number:** L-07-B		**Tract Part%:** 0.36766000

Remarks

Type	Date	Description
UNIT	Nov 06, 1967	GHOST PINE UNIT - TRACT L-07-B - HUBER UNIT INTEREST - 4.919196% P&NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF
GEN	Jan 13, 1997	****LEASE CONTINUED UNDER SECTION 119(1)(B) OF M&M ACT ****HUBER IS ENTITLED TO MAKE ROYALTY PAYMENT TO ONLY 1 COMPANY (3% ROYALTY TO GULF) WHO IN TURN WILL ISSUE CHEQUE TO THE REMAINING ROYALTY HOLDER FOR ITS 1% SHARE
AMAL	Jan 21, 2002	GULF WESTERN CANADA PARTNERSHIP TO CONOCO WESTERN CANADA PARTNERSHIP
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
RENTAL	Aug 22, 2008	COMPTON PAYS 50% OF RENTAL BASED ON THE UNIT INTERESTS (COMPTON IS PAYOR OF LEASE), CONOCO PAYS 50% OF RENTAL BASED ON THE NON-UNIT RIGHTS THAT THEY ACQUIRED IN THIS LEASE (100% OF NON-UNIT RIGHTS).

M01510	PNG	CR	**Eff:** Jul 26, 1969	128.000	C00320 B	Not Applicable	WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Jul 25, 1979	128.000	0989 RESOURCE P		100.00000000	5.73603100	TWP 31 RGE 21 W4M E 6

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name	Exposure Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR *	DOI Code *		Lease Description / Rights Held
(cont'd)								
M01510								
Sub: A								
A	18191	**Ext:** 15	128.000	PINE CLIFF			79.75168600	(UNITIZED)
	PINE CLIFF			ARC RESOURCES			4.98794600	NG IN
100.00000000	0989 RESOURCE P			BOGLE			0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
				MIDLAND RES INC			1.53493000	NG IN VIKING;
				ROADRUNNER			0.49154000	NG IN UPPER_MANNVILLE;
				PEN ENERGY CORP			3.14969100	(NG IN GLAUCONITIC_SS;)
				ENERPLUS CORP			2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
				SABRE PRTNRSHP			1.77633900	NG IN PEKISKO;
				SCOTIA			0.21685000	NG IN BANFF
				0989 RESOURCE P		*	0.00049800	

Total Rental: 448.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	128.000	128.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	128.000	128.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	128.000	128.000	**NProv:**	0.000	0.000

Related Contracts

C00320 B	ROYALT	Jun 24, 1964
C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 X	UNIT	Nov 06, 1967

Well U.W.I.	Status/Type
100/06-06-031-21-W4/00	ABA/GAS
100/06-06-031-21-W4/02	ABA/GAS
100/06-06-031-21-W4/03	P/GAS

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00320 B	OVERRIDING ROYALTY	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 3.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

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Category: MINERAL

File Number	Lse Type Lessor Type	Exposure Oper.Cont. ROFR	DOI Code		Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Gross			
Mineral Int	Operator / Payor	Net Doi Partner(s)	*	*	

(cont'd)

M01510 A

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of

Roy Percent:
Deduction: YES
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Sub: X Tract Number: L-06-A Tract Part%: 0.29297000

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Lessor Type / Int Type / Lse No/Name / Operator / Payor		Exposure / Gross / Net	Oper.Cont. / ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01510 A **Remarks**

Type	Date	Description
UNIT	Nov 06, 1967	GHOST PINE UNIT - TRACT L-06-A - HUBER UNIT INTEREST - 4.919196% P&NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF
GEN	Jan 13, 1997	****LEASE CONTINUED UNDER SECTION 119(1)(B) OF M&M ACT ****HUBER IS ENTITLED TO MAKE ROYALTY PAYMENT TO ONLY 1 COMPANY (3% ROYALTY TO GULF) WHO IN TURN WILL ISSUE CHEQUE TO THE REMAINING ROYALTY HOLDER FOR ITS 1% SHARE
AMAL	Jan 21, 2002	GULF WESTERN CANADA PARTNERSHIP TO CONOCO WESTERN CANADA PARTNERSHIP
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED

File	Lse / Int / Operator		Dates	Exposure	Oper.Cont. / Doi Partner(s)	DOI		Lease Description / Rights Held
M01511	PNG	CR	**Eff:** Jul 26, 1969	128.000	C00320 B Not Applicable	WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Jul 25, 1979	128.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 31 RGE 21 W4M W 6
A	18192		**Ext:** 15	128.000	PINE CLIFF		79.75168600	(UNITIZED)
	CONOCOPHILWEST				ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;
					ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP		3.14969100	(NG IN GLAUCONITIC_SS;)
					ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
					SCOTIA		0.21685000	NG IN BANFF
					0989 RESOURCE P	*	0.00049800	

Total Rental: 0.00

---------------- **Related Contracts** ----------------

C00320 B ROYALT Jun 24, 1964

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type Lessor Type	Exposure	Oper.Cont. ROFR	DOI Code		
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M01511
Sub: A

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	128.000	128.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	128.000	128.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	128.000	128.000	**NProv:**	0.000	0.000

C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 Y	UNIT	Nov 06, 1967

-------- Well U.W.I.	Status/Type --------
100/06-06-031-21-W4/00	ABA/GAS
100/06-06-031-21-W4/02	ABA/GAS
100/06-06-031-21-W4/03	P/GAS

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00320 B	OVERRIDING ROYALTY	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 3.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type Lessor Type	Exposure	Oper.Cont. ROFR	DOI Code		
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s) *	*		Lease Description / Rights Held

(cont'd)

Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Zone:		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF	

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: Y	**Tract Number:**	L-06-B	**Tract Part%:** 0.29116000

Remarks

Type	Date	Description
UNIT	Nov 06, 1967	GHOST PINE UNIT - TRACT L-06-B - HUBER UNIT INTEREST - 4.919196% P&NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF
GEN	Jan 13, 1997	****LEASE CONTINUED UNDER SECTION 119(1)(B) OF M&M ACT ****HUBER IS ENTITLED TO MAKE ROYALTY PAYMENT TO ONLY 1 COMPANY (3% ROYALTY TO GULF) WHO IN TURN WILL ISSUE CHEQUE TO THE REMAINING ROYALTY HOLDER FOR ITS 1% SHARE
AMAL	Jan 21, 2002	GULF WESTERN CANADA PARTNERSHIP TO CONOCO WESTERN CANADA PARTNERSHIP
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED

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MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Lessor Type			Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held
M01516	PNG	CR	**Eff:**	Mar 25, 1970	256.000		WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:**	Mar 24, 1980	256.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 29 RGE 23 W4M 34
A	21246		**Ext:**	15	256.000	PINE CLIFF		79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P					ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P					BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
						MIDLAND RES INC		1.53493000	NG IN VIKING;
						ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
						PEN ENERGY CORP		3.14969100	(NG IN GLAUCONITIC_SS;)
						ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
						SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
						SCOTIA		0.21685000	NG IN BANFF
						0989 RESOURCE P	*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	256.000	256.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	256.000	256.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	256.000	256.000	**NProv:**	0.000	0.000

---------------- Related Contracts ----------------

C00323 A	JOA	Jan 07, 1966 (I)
C02881 A	ORR	Jun 24, 2010
P00315 A	PURSAL	Jun 05, 2000 (I)
U00010	UNIT	Nov 06, 1967
U00010 A	UNIT	Nov 06, 1967

-------- Well U.W.I. Status/Type --------
102/12-34-029-23-W4/00 STND/N/A

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type	Lessor Type / Lse No/Name / Operator / Payor	Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / *	DOI Code / *	Lease Description / Rights Held
(cont'd)							
		CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of	
		Roy Percent:					
		Deduction: YES					
M01516	A	**Gas: Royalty:**		**Min Pay:**		**Prod/Sales:**	
		S/S OIL: Min:	**Max:**	**Div:**		**Prod/Sales:**	
		Other Percent:		**Min:**		**Prod/Sales:**	

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Zone:		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF	

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: A	**Tract Number:** D-34		**Tract Part%:** 0.00671000

Remarks

Type	Date	Description
GEN	Jan 13, 1997	THIS LEASE IS A PARTIAL RENEWAL OF ALBERTA PNG LEASE #77820-A WHICH EXPIRED MARCH 25/70 LEASE CONTINUED UNDER SECTION 119(1)(B) OF M&M ACT
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT HUBER UNIT INTEREST - 4.919196%
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED

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Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Lessor Type		Exposure Gross Net	Oper.Cont. ROFR Doi Partner(s)	DOI Code *	*		Lease Description / Rights Held
M01517	PNG	CR	**Eff:** Mar 25, 1970	256.000		WI		UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Mar 24, 1980	256.000	0989 RESOURCE P	100.00000000		5.73603100	TWP 29 RGE 23 W4M 35
A	21244		**Ext:** 15	256.000	PINE CLIFF			79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES			4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE			0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC			1.53493000	NG IN VIKING;
					ROADRUNNER			0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP			3.14969100	NG IN GLAUCONITIC_SANDSTONE;
					ENERPLUS CORP			2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP			1.77633900	NG IN PEKISKO;
					SCOTIA			0.21685000	NG IN BANFF
					0989 RESOURCE P		*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	256.000	256.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	256.000	256.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	256.000	256.000	**NProv:**	0.000	0.000

---------------- Related Contracts ----------------

C00323 A	JOA	Jan 07, 1966 (I)
C02881 A	ORR	Jun 24, 2010
P00315 A	PURSAL	Jun 05, 2000 (I)
U00010	UNIT	Nov 06, 1967
U00010 B	UNIT	Nov 06, 1967

-------- Well U.W.I.	Status/Type --------
100/01-35-029-23-W4/00	P/GAS
102/16-35-029-23-W4/00	P/GAS

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales

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File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Exposure Gross Net	Oper.Cont. ROFR Doi Partner(s)	DOI Code *	 *	 Lease Description / Rights Held
(cont'd)						
	CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of	
	Roy Percent:					
	Deduction: YES					
M01517	A **Gas: Royalty:**		**Min Pay:**		**Prod/Sales:**	
	S/S OIL: Min:	**Max:**	**Div:**		**Prod/Sales:**	
	Other Percent:		**Min:**		**Prod/Sales:**	

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Zone:		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF	

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: B	**Tract Number:** D-35		**Tract Part%:** 0.01255000

Remarks

Type	Date	Description
GEN	Jan 13, 1997	THIS LEASE IS A PARTIAL RENEWAL OF ALBERTA PNG LEASE #77821 WHICH EXPIRED MARCH 25/70 LEASE CONTINUED UNDER SECTION 119(1)(B) OF M&M ACT
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT HUBER UNIT INTEREST - 4.919196%
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
WELLUTIL	Dec 30, 2010	M TRITES

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Mineral Property Report

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File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name		Exposure Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held
M01520	PNG	CR	**Eff:** Oct 02, 1971	64.000	C00325 B No	WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Oct 01, 1981	64.000	0989 RESOURCE P	50.00000000	5.73603100	TWP 30 RGE 23 W4M NE 13
A	26150		**Ext:** 15	32.000	PEN ENERGY CORP	25.00000000	3.14969100	(UNITIZED)
	PEN ENERGY CORP				PINE CLIFF	18.43750000	79.75168600	NG IN
100.00000000	0989 RESOURCE P				ARC RESOURCES	6.56250000	4.98794600	BASAL_BELLY_RIVER_SANDSTONE;
					BOGLE		0.11565000	NG IN VIKING;
					MIDLAND RES INC		1.53493000	NG IN UPPER_MANNVILLE;
					ROADRUNNER		0.49154000	(NG IN GLAUCONITIC_SS;)
					ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
					SCOTIA		0.21685000	NG IN BANFF
					0989 RESOURCE P		* 0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	64.000	32.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	64.000	32.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	64.000	32.000	**NProv:**	0.000	0.000

Related Contracts

C00325 B	JOA	Dec 03, 1962
C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 J	UNIT	Nov 06, 1967

Well U.W.I.	Status/Type
100/02-13-030-23-W4/00	P/GAS
100/14-13-030-23-W4/00	ABA ZONE/N/A
100/03-13-030-23-W4/00	ABA ZONE/N/A
100/03-13-030-23-W4/02	P/GAS
100/03-13-030-23-W4/03	ABA/GAS
100/14-13-030-23-W4/02	SUS/GAS
100/14-13-030-23-W4/03	P/GAS

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type **Product Type** **Sliding Scale** **Convertible** **% of Prod/Sales**

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type	Lessor Type / Lse No/Name / Operator / Payor	Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / *	DOI Code / *	Lease Description / Rights Held
(cont'd)							
		CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD	

Roy Percent:
Deduction: YES

M01520	A	**Gas: Royalty:**		**Min Pay:**	**Prod/Sales:**
		S/S OIL: Min:	**Max:**	**Div:**	**Prod/Sales:**
		Other Percent:		**Min:**	**Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Zone:		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF	

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: J	**Tract Number:** E-13-D		**Tract Part%:** 0.07333000

Remarks

Type	Date	Description
UNIT	Nov 06, 1967	GHOST PINE UNIT - TRACT E-13-D - HUBER UNIT INTEREST - 4.919196% P&NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
WELLUTIL	Oct 15, 2010	D. MACFARLANE
TRANS	Dec 12, 2015	BY MOR DATED DECEMBER 12, 2015 CONOCOPHILLIPS CANADA RESOURCES CORP. TRANSFERRED ITS 18.4375% REGISTERED

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File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Lessor Type		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held
(cont'd)								
M01520	A							

Remarks

Type	Date	Description
		INTEREST TO PINE CLIFF ENERGY LTD.

M01521	PNG	CR	**Eff:** Oct 02, 1971	128.000	C00325 A No	WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Oct 01, 1981	128.000	0989 RESOURCE P	25.00000000	5.73603100	TWP 30 RGE 23 W4M E 11
A	26151		**Ext:** 15	32.000	PEN ENERGY CORP	37.50000000	3.14969100	(UNITIZED)
	PEN ENERGY CORP				PINE CLIFF	27.65630000	79.75168600	NG IN
100.00000000	PEN ENERGY CORP				ARC RESOURCES	9.84370000	4.98794600	BASAL_BELLY_RIVER_SANDSTONE;
					BOGLE		0.11565000	NG IN VIKING;
					MIDLAND RES INC		1.53493000	NG IN UPPER_MANNVILLE;
					ROADRUNNER		0.49154000	(NG IN GLAUCONITIC_SS;)
					ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
					SCOTIA		0.21685000	NG IN BANFF
					0989 RESOURCE P	*	0.00049800	

Total Rental: 448.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	128.000	32.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	128.000	32.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	128.000	32.000	**NProv:**	0.000	0.000

----------------- Related Contracts -----------------

C00325 A	JOA	Dec 03, 1962
C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 H	UNIT	Nov 06, 1967

-------- Well U.W.I. Status/Type --------

100/10-11-030-23-W4/00 ABA/N/A
100/11-11-030-23-W4/00 P/GAS

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

CS*EXPLORER Version: 9.10.04

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File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name	Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / *	DOI Code / *	Lease Description / Rights Held

(cont'd)

		Roy Percent:	5.00000000			
		Deduction:	YES			
M01521	A	**Gas: Royalty:**		**Min Pay:**		**Prod/Sales:**
		S/S OIL: Min:		**Max:** **Div:**		**Prod/Sales:**
		Other Percent:		**Min:**		**Prod/Sales:**

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:				
Deduction:	YES			
Gas: Royalty:			**Min Pay:**	**Prod/Sales:**
S/S OIL: Min:		**Max:**	**Div:**	**Prod/Sales:**
Other Percent:			**Min:**	**Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Zone:		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF	

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: H	**Tract Number:** E-11-A		**Tract Part%:** 0.21673000

Remarks

Type	Date	Description
GEN	Jan 14, 1997	THIS IS A RENEWAL OF PNG LEASE #80634 WHICH EXPIRED OCT 2/71

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File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Lessor Type		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01521 A

Remarks

Type	Date	Description
		LEASE CONTINUED UNDER SEC 119(1)(B) OF M&M ACT
UNIT	Jan 14, 1997	GHOST PINE UNIT - TRACT E-11-A - HUBER UNIT INTEREST - 4.919196% PNG IN BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
TRANS	Dec 12, 2015	BY MOR DATED DECEMBER 12, 2015 CONOCOPHILLIPS CANADA RESOURCES CORP. TRANSFERRED ITS 27.6563% REGISTERED INTEREST TO PINE CLIFF ENERGY LTD.

M01522	PNG	CR	**Eff:** Oct 02, 1971	256.000	C00325 E No	WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Oct 01, 1981	256.000	0989 RESOURCE P	25.00000000	5.73603100	TWP 30 RGE 23 W4M 23
A	26152		**Ext:** 15	64.000	PEN ENERGY CORP	37.50000000	3.14969100	(UNITIZED ZONES)
	PEN ENERGY CORP				PINE CLIFF	27.65630000	79.75168600	NG IN
100.00000000	PEN ENERGY CORP				ARC RESOURCES	9.84370000	4.98794600	BASAL_BELLY_RIVER_SANDSTONE;
					BOGLE		0.11565000	NG IN VIKING;
					MIDLAND RES INC		1.53493000	NG IN UPPER_MANNVILLE;
					ROADRUNNER		0.49154000	(NG IN GLAUCONITIC_SS;)
					ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
					SCOTIA		0.21685000	NG IN BANFF
					0989 RESOURCE P	*	0.00049800	

Total Rental: 896.00

---------------- Related Contracts ----------------

C00325 E	JOA	Dec 03, 1962
C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967

Status	Hectares	Net	Hectares	Net

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Mineral Property Report

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File Number / File Status / Mineral Int	Lse Type Lessor Type / Int Type / Lse No/Name / Operator / Payor		Exposure / Gross	Oper.Cont. ROFR / Net Doi Partner(s)	*	DOI Code	*	Lease Description / Rights Held		
(cont'd)										
M01522										
Sub: A	PRODUCING	**Prod:**	256.000	64.000	**NProd:**	0.000	0.000	U00010 M	UNIT	Nov 06, 1967
	DEVELOPED	**Dev:**	256.000	64.000	**Undev:**	0.000	0.000			
	PROVEN	**Prov:**	256.000	64.000	**NProv:**	0.000	0.000			

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R(	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: M	**Tract Number:** E-23		**Tract Part%:** 0.25706000

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File Number / File Status / Mineral Int	Lse Type / Int Type / Operator	Lessor Type / Lse No/Name / Payor		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01522 A

Remarks

Type	Date	Description
UNIT	Nov 06, 1967	GHOST PINE UNIT - TRACT E-23 - HUBER UNIT INTEREST - 4.919196% PNG IN BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF
GEN	Jan 14, 1997	THIS IS A RENEWAL OF PNG LEASE #80642 WHICH EXPIRED OCT 2/71 LEASE CONTINUED UNDER SEC 119(1)(B) OF M&M ACT
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
TRANS	Dec 12, 2015	BY MOR DATED DECEMBER 12, 2015 CONOCOPHILLIPS CANADA RESOURCES CORP. TRANSFERRED ITS 27.6563% REGISTERED INTEREST TO PINE CLIFF ENERGY LTD.

M01523	PNG	CR	**Eff:** Sep 10, 1962	256.000	C00325 C No	WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Sep 09, 1972	256.000	0989 RESOURCE P	16.66666700	5.73603100	TWP 30 RGE 23 W4M 24
A	177		**Ext:** 15	42.667	PEN ENERGY CORP	41.66666600	3.14969100	(UNITIZED ZONES)
	PEN ENERGY CORP				PINE CLIFF	30.72916700	79.75168600	NG IN
100.00000000	PEN ENERGY CORP		**Count Acreage =** No		ARC RESOURCES	10.93750000	4.98794600	BASAL_BELLY_RIVER_SANDSTONE;
					BOGLE		0.11565000	NG IN VIKING;
					MIDLAND RES INC		1.53493000	NG IN UPPER_MANNVILLE;
					ROADRUNNER		0.49154000	(NG IN GLAUCONITIC_SS;)
					ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
					SCOTIA		0.21685000	NG IN BANFF
					0989 RESOURCE P	*	0.00049800	

Total Rental: 896.00

----------------- **Related Contracts** -----------------

C00325 C	JOA	Dec 03, 1962

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type Lessor Type	Exposure	Oper.Cont. ROFR	DOI Code		
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M01523
Sub: A

Status		Hectares	Net		Hectares	Net	Lease Description / Rights Held		
PRODUCING	Prod:	256.000	42.667	NProd:	0.000	0.000	C02881 A	ORR	Jun 24, 2010
DEVELOPED	Dev:	256.000	42.667	Undev:	0.000	0.000	U00010	UNIT	Nov 06, 1967
PROVEN	Prov:	256.000	42.667	NProv:	0.000	0.000	U00010 N	UNIT	Nov 06, 1967

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R(	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: UNKNOWN
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Lessor Type		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01523 A

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: N	**Tract Number:** E-24		**Tract Part%:** 0.25527000

Remarks

Type	Date	Description
UNIT	Nov 06, 1967	GHOST PINE UNIT - TRACT E-24 - HUBER UNIT INTEREST - 4.919196% PNG IN BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF
GEN	Jan 14, 1997	LEASE CONTINUED UNDER SEC 126-133 OF M&M ACT
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
TRANS	Dec 12, 2015	BY MOR DATED DECEMBER 12, 2015 CONOCOPHILLIPS CANADA RESOURCES CORP. TRANSFERRED ITS 30.7292% REGISTERED INTEREST TO PINE CLIFF ENERGY LTD.

M01524	PNG	CR	**Eff:** Mar 25, 1970	256.000		WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Mar 24, 1980	256.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 30 RGE 23 W4M 9
A	21245		**Ext:** 15	256.000	PINE CLIFF		79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;
					ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP		3.14969100	(NG IN GLAUCONITIC_SS;)

File Number	Lse Type Lessor Type	Exposure	Oper.Cont. ROFR	DOI Code		
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s) *	*		Lease Description / Rights Held

(cont'd)

M01524
Sub: A

Doi Partner(s)	*		Lease Description / Rights Held
ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
SCOTIA		0.21685000	NG IN BANFF
0989 RESOURCE P	*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	256.000	256.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	256.000	256.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	256.000	256.000	**NProv:**	0.000	0.000

---------------- Related Contracts ----------------

C00326 A	F&OP	Nov 15, 1956 (I)
C02881 A	ORR	Jun 24, 2010
P00315 A	PURSAL	Jun 05, 2000 (I)
U00010	UNIT	Nov 06, 1967
U00010 G	UNIT	Nov 06, 1967

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: UNKNOWN
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

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MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name		Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / *	DOI Code / *	Lease Description / Rights Held

(cont'd)

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Zone:		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF	

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: G	Tract Number: E-09		Tract Part%: 0.01722000

Remarks

Type	Date	Description
GEN	Jan 13, 1997	THIS IS A RENEWAL OF PNG LEASE #77823 WHICH EXPIRED MARCH 25/70 LEASE CONTINUED UNDER SEC 119(1)(B)
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT HUBER UNIT INTEREST - 4.919196%
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED

M01525	PNG	CR	Eff: Mar 25, 1970	64.000		WI	UNIT	Area : GHOST PINE
Sub: A	WI		Exp: Mar 24, 1980	64.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 30 RGE 23 W4M SE 16
A	21249		Ext: 15	64.000	PINE CLIFF		79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type Lessor Type / Int Type / Lse No/Name / Operator / Payor	Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s) *	DOI Code *		Lease Description / Rights Held
(cont'd)						
M01525						
Sub: A			ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
			PEN ENERGY CORP		3.14969100	(NG IN GLAUCONITIC_SS;)
			ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
			SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
			SCOTIA		0.21685000	NG IN BANFF
			0989 RESOURCE P	*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	64.000	64.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	64.000	64.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	64.000	64.000	**NProv:**	0.000	0.000

Related Contracts

C00326 A	F&OP	Nov 15, 1956 (I)
C02881 A	ORR	Jun 24, 2010
P00315 A	PURSAL	Jun 05, 2000 (I)
U00010	UNIT	Nov 06, 1967
U00010 K	UNIT	Nov 06, 1967

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R(	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min:

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Exposure Gross Net	Oper.Cont. ROFR Doi Partner(s)	DOI Code * *	Lease Description / Rights Held

(cont'd)

	Max:	Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Zone:		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF	

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: K	**Tract Number:** E-16-A		**Tract Part%:** 0.02481000

Remarks

Type	Date	Description
GEN	Jan 13, 1997	THIS IS A RENEWAL OF PNG LEASE #77824-A WHICH EXPIRED MARCH 25/70 LEASE CONTINUED UNDER SEC 119(1)(B)
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT HUBER UNIT INTEREST - 4.919196%
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
UNIT	Feb 29, 2012	GHOST PINE UNIT - U00010 TRACT K (E-16-A)

M01526	PNG	CR	**Eff:** Mar 25, 1970	128.000		WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Mar 24, 1980	128.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 30 RGE 23 W4M W 16
A	21250		**Ext:** 15	128.000	PINE CLIFF		79.75168600	(UNITIZED ZONES)

File Number / File Status / Mineral Int	Lse Type Lessor Type / Int Type / Lse No/Name / Operator / Payor	Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	*	DOI Code / *		Lease Description / Rights Held
(cont'd)							
M01526							
Sub: A	0989 RESOURCE P		ARC RESOURCES			4.98794600	NG IN
100.00000000	0989 RESOURCE P		BOGLE			0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
			MIDLAND RES INC			1.53493000	NG IN VIKING;
			ROADRUNNER			0.49154000	NG IN UPPER_MANNVILLE;
			PEN ENERGY CORP			3.14969100	(NG IN GLAUCONITIC_SS;)
			ENERPLUS CORP			2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
			SABRE PRTNRSHP			1.77633900	NG IN PEKISKO;
			SCOTIA			0.21685000	NG IN BANFF
			0989 RESOURCE P		*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	128.000	128.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	128.000	128.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	128.000	128.000	**NProv:**	0.000	0.000

----------------- Related Contracts -----------------

C00326 A	F&OP	Nov 15, 1956 (I)
C02881 A	ORR	Jun 24, 2010
P00315 A	PURSAL	Jun 05, 2000 (I)
U00010	UNIT	Nov 06, 1967
U00010 L	UNIT	Nov 06, 1967

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator	Lessor Type / Lse No/Name / Payor	Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code	Lease Description / Rights Held

(cont'd)

		Roy Percent:				
		Deduction:	YES			
M01526	A	Gas: Royalty:		Min Pay:		Prod/Sales:
		S/S OIL: Min:	Max:	Div:		Prod/Sales:
		Other Percent:		Min:		Prod/Sales:

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Zone:		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF	

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: L	**Tract Number:** E-16-B		**Tract Part%:** 0.00613000

Remarks

Type	Date	Description
GEN	Jan 13, 1997	THIS IS A RENEWAL OF PNG LEASE #77824-B WHICH EXPIRED MARCH 25/70 LEASE CONTINUED UNDER SEC 119(1)(B)
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT HUBER UNIT INTEREST - 4.919196%
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
UNIT	Feb 29, 2012	GHOST PINE UNIT - U00010 TRACT L (E-16-B).

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MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator	Lessor Type / Lse No/Name / Payor		Exposure Gross Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held
M01527	PNG	CR	Eff: Nov 08, 1971	64.000	C00321 B Yes	WI	UNIT	Area : GHOST PINE
Sub: A	WI		Exp: Nov 07, 1981	64.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 30 RGE 22 W4M SE 19
A	26503		Ext: 15	64.000	PINE CLIFF		79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;
					ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP		3.14969100	NG IN GLAUCONITIC_SANDSTONE;
					ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
					SCOTIA		0.21685000	NG IN BANFF
					0989 RESOURCE P	*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	Prod:	64.000	64.000	NProd:	0.000	0.000
DEVELOPED	Dev:	64.000	64.000	Undev:	0.000	0.000
PROVEN	Prov:	64.000	64.000	NProv:	0.000	0.000

----------------- Related Contracts -----------------

C00321 B	PO	Mar 19, 1965
C00328 A	ROYALT	Sep 10, 1951 (I)
C00328 B	ROYALT	Sep 10, 1951 (I)
C02881 A	ORR	Jun 24, 2010
P00046 A	PURSAL	May 18, 1999 (I)
P00046 B	PURSAL	May 18, 1999 (I)
U00010	UNIT	Nov 06, 1967
U00010 S	UNIT	Nov 06, 1967

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00321 B	OVERRIDING ROYALTY	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 1.25000000
Deduction: YES
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales

-------- Well U.W.I. Status/Type --------

102/07-19-030-22-W4/00	P/GAS
102/07-19-030-22-W4/02	COMINGLED/GAS

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MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type	Lessor Type / Lse No/Name / Operator / Payor	Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / *	DOI Code / *	Lease Description / Rights Held

(cont'd)

C02881 A HERITAGE GROSS OVERRIDING R(ALL PRODUCTS N N 100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES

M01527 A **Gas: Royalty:** **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Sub: S **Tract Number:** F-19 **Tract Part%:** 1.31009000

Remarks

Type	Date	Description
UNIT	Jan 13, 1997	GHOST PINE UNIT - TRACT F-19 - HUBER UNIT INTEREST -

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator	Lessor Type / Lse No/Name / Payor		Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / DOI Code *	*		Lease Description / Rights Held

(cont'd)

M01527 A — **Remarks**

Type	Date	Description
		4.919196%
		ORR PAID TO ENCAL BY UNIT OPERATOR (GULF)
EXPIRY	Nov 08, 1971	PNG LEASE #80893 EXPIRED NOV 8/71 & PNG LEASE #26503 WAS ISSUED TO REPLACE IT
		LEASE CONTINUED UNDER SEC 119(1)(B) OF M&M ACT NOV 8/81
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
WELLUTIL	Jan 05, 2011	M TRITES

File	Lse / Int / Operator		Dates	Exposure	Doi Partner(s)				Lease Description / Rights Held
M01528	PNG	CR	**Eff:** Nov 08, 1971	64.000	C00321 B Yes	WI		UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Nov 07, 1981	64.000	0989 RESOURCE P	100.00000000		5.73603100	TWP 30 RGE 22 W4M NE 19
A	26504		**Ext:** 15	64.000	PINE CLIFF			79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES			4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE			0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC			1.53493000	NG IN VIKING;
					ROADRUNNER			0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP			3.14969100	NG IN GLAUCONITIC_SANDSTONE;
					ENERPLUS CORP			2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP			1.77633900	NG IN PEKISKO;
					SCOTIA			0.21685000	NG IN BANFF
					0989 RESOURCE P		*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	64.000	64.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	64.000	64.000	**Undev:**	0.000	0.000

Related Contracts

C00321 B	PO	Mar 19, 1965
C02881 A	ORR	Jun 24, 2010
P00046 A	PURSAL	May 18, 1999 (I)
U00010	UNIT	Nov 06, 1967
U00010 S	UNIT	Nov 06, 1967

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Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name	Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / *	DOI Code / *	Lease Description / Rights Held

(cont'd)

M01528
Sub: A PROVEN **Prov:** 64.000 64.000 **NProv:** 0.000 0.000

-------- Well U.W.I.	Status/Type --------
102/07-19-030-22-W4/00	P/GAS
102/07-19-030-22-W4/02	COMINGLED/GAS

Royalty / Encumbrances

<Linked> **Royalty Type** | **Product Type** | **Sliding Scale** | **Convertible** | **% of Prod/Sales**
C00321 B OVERRIDING ROYALTY | ALL PRODUCTS | N | N | 100.00000000 % of PROD

Roy Percent: 1.25000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

<Linked> **Royalty Type** | **Product Type** | **Sliding Scale** | **Convertible** | **% of Prod/Sales**
C02881 A HERITAGE GROSS OVERRIDING R | ALL PRODUCTS | N | N | 100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type | **Product Type** | **Sliding Scale** | **Convertible** | **% of Prod/Sales**
CROWN SLIDING SCALE | ALL PRODUCTS | Y | N | 100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name		Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR	DOI Code *	*	Lease Description / Rights Held

(cont'd)
M01528 A

Related Units

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: S	**Tract Number:** F-19		**Tract Part%:** 1.31009000

Remarks

Type	Date	Description
EXPIRY	Nov 08, 1971	PNG LEASE #80894 EXPIRED NOV 8/71 & PNG LEASE #26504 WAS ISSUED TO REPLACE IT LEASE CONTINUED UNDER SEC 119(1)(B) OF M&M ACT NOV 8/81
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT TRACT F-19 HUBER UNIT INTEREST - 4.919196% ORR PAID TO ENCAL BY UNIT OPERATOR (GULF)
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
WELLUTIL	Jan 05, 2011	M TRITES

M01529	PNG	CR	**Eff:** Nov 08, 1971	64.000	C00321 B Yes	WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Nov 07, 1981	64.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 30 RGE 22 W4M SE 30
A	26505		**Ext:** 15	64.000	PINE CLIFF		79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type Lessor Type / Int Type / Lse No/Name / Operator / Payor	Exposure Gross Net	Oper.Cont. ROFR Doi Partner(s)	DOI Code *	*		Lease Description / Rights Held
(cont'd)							
M01529							
Sub: A			ROADRUNNER			0.49154000	NG IN UPPER_MANNVILLE;
			PEN ENERGY CORP			3.14969100	NG IN GLAUCONITIC_SANDSTONE;
			ENERPLUS CORP			2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
			SABRE PRTNRSHP			1.77633900	NG IN PEKISKO;
			SCOTIA			0.21685000	NG IN BANFF
			0989 RESOURCE P		*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	Prod:	64.000	64.000	NProd:	0.000	0.000
DEVELOPED	Dev:	64.000	64.000	Undev:	0.000	0.000
PROVEN	Prov:	64.000	64.000	NProv:	0.000	0.000

---------------- Related Contracts ----------------

C00321 B	PO	Mar 19, 1965
C02881 A	ORR	Jun 24, 2010
P00046 A	PURSAL	May 18, 1999 (I)
U00010	UNIT	Nov 06, 1967
U00010 S	UNIT	Nov 06, 1967

-------- Well U.W.I. Status/Type --------

Well U.W.I.	Status/Type
100/11-30-030-22-W4/00	P/GAS
100/11-30-030-22-W4/02	SUS/GAS
100/14-30-030-22-W4/00	STND/N/A
100/14-30-030-22-W4/04	SUS/GAS

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00321 B	OVERRIDING ROYALTY	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 1.25000000
Deduction: YES
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min:

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type Lessor Type	Exposure	Oper.Cont. ROFR	DOI Code		
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

	Max:	Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:

M01529 A

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES

Gas: Royalty:		Min Pay:	Prod/Sales:
S/S OIL: Min:	Max:	Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Sub: S **Tract Number:** F-19 **Tract Part%:** 1.31009000

Remarks

Type	Date	Description
EXPIRY	Nov 08, 1971	PNG LEASE #80895 EXPIRED NOV 8/71 & PNG LEASE #26505 WAS ISSUED TO REPLACE IT

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type Lessor Type / Int Type / Lse No/Name / Operator / Payor		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01529 A

Remarks

Type	Date	Description
		LEASE CONTINUED UNDER SEC 119(1)(A) & (1)(B) OF M&M ACT NOV 8/81
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT TRACT F-19 HUBER UNIT INTEREST - 4.919196% ORR PAID TO ENCAL BY UNIT OPERATOR (GULF)
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
WELLUTIL	Jan 05, 2011	M TRITES

M01530	PNG CR	Eff: Nov 08, 1971	64.000	C00321 B Yes	WI	UNIT	Area : GHOST PINE
Sub: A	WI	Exp: Nov 07, 1981	64.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 30 RGE 22 W4M NE 30
A	26506	Ext: 15	64.000	PINE CLIFF		79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P			ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P			BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
				MIDLAND RES INC		1.53493000	NG IN VIKING;
				ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
				PEN ENERGY CORP		3.14969100	NG IN GLAUCONITIC_SANDSTONE;
				ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
				SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
				SCOTIA		0.21685000	NG IN BANFF
				0989 RESOURCE P	*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	Prod:	64.000	64.000	NProd:	0.000	0.000

----------------- **Related Contracts** -----------------

C00321 B	PO	Mar 19, 1965
C02881 A	ORR	Jun 24, 2010
P00046 A	PURSAL	May 18, 1999 (I)

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type Lessor Type	Exposure Oper.Cont. ROFR	DOI Code	
File Status	Int Type / Lse No/Name	Gross		
Mineral Int	Operator / Payor	Net Doi Partner(s)	* *	Lease Description / Rights Held

(cont'd)

M01530

Sub: A	DEVELOPED	**Dev:**	64.000	64.000	**Undev:**	0.000	0.000	U00010	UNIT	Nov 06, 1967
	PROVEN	**Prov:**	64.000	64.000	**NProv:**	0.000	0.000	U00010 S	UNIT	Nov 06, 1967

-------- Well U.W.I.	Status/Type --------
100/11-30-030-22-W4/00	P/GAS
100/11-30-030-22-W4/02	SUS/GAS
100/14-30-030-22-W4/00	STND/N/A
100/14-30-030-22-W4/04	SUS/GAS

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00321 B	OVERRIDING ROYALTY	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 1.25000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01530 A

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Zone:		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF	

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: S	**Tract Number:** F-19		**Tract Part%:** 1.31009000

Remarks

Type	Date	Description
EXPIRY	Nov 08, 1971	PNG LEASE #80896 EXPIRED NOV 8/71 & PNG LEASE #26506 WAS ISSUED TO REPLACE IT LEASE CONTINUED UNDER SEC 119(1)(A) & (1)(B) OF M&M ACT NOV 8/81
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT TRACT F-19 HUBER UNIT INTEREST - 4.919196% ORR PAID TO ENCAL BY UNIT OPERATOR (GULF)
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
WELLUTIL	Jan 05, 2011	M TRITES

M01532	PNG	CR	**Eff:** Nov 08, 1971	128.000	C00324 A Yes	WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Nov 07, 1981	128.000	0989 RESOURCE P	34.61538500	5.73603100	TWP 30 RGE 22 W4M S 11

Report Date: Mar 10, 2018
Page Number: 44
REPORTED IN HECTARES

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type Lessor Type / Int Type / Lse No/Name / Operator / Payor		Exposure Gross Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held
(cont'd)							
M01532							
Sub: A							
A	26486	**Ext:** 15	44.308	PINE CLIFF	55.38461500	79.75168600	(UNITIZED ZONES)
	PINE CLIFF			ARC RESOURCES	10.00000000	4.98794600	NG IN
100.00000000	PINE CLIFF	**Count Acreage =** No		BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
				MIDLAND RES INC		1.53493000	NG IN VIKING;
				ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
				PEN ENERGY CORP		3.14969100	(NG IN GLAUCONITIC_SS;)
				ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
				SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
				SCOTIA		0.21685000	NG IN BANFF
				0989 RESOURCE P	*	0.00049800	

Total Rental: 448.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	128.000	44.308	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	128.000	44.308	**Undev:**	0.000	0.000
PROVEN	**Prov:**	128.000	44.308	**NProv:**	0.000	0.000

Related Contracts

C00324 A	POOLOP	Oct 17, 1965
C02881 A	ORR	Jun 24, 2010
P00048 A	PURSAL	Mar 31, 1999 (I)
U00010	UNIT	Nov 06, 1967
U00010 Q	UNIT	Nov 06, 1967

Well U.W.I.	Status/Type
100/10-11-030-22-W4/04	P/GAS
100/10-11-030-22-W4/03	SUS/GAS
100/10-11-030-22-W4/05	TEST/GAS

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R(	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type Lessor Type	Exposure	Oper.Cont. ROFR	DOI Code		
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M01532 A

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: Q	**Tract Number:** F-11		**Tract Part%:** 0.89211000

Remarks

Type	Date	Description
GEN	Jan 14, 1997	THIS LEASE IS A RENEWAL OF PNG LEASE #80909-A WHICH EXPIRED NOV 8/71 LEASE CONTINUED UNDER SECTIONS 119(1)(A) & 119(1)(B) OF THE M&M ACT

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Lessor Type		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01532 A

Remarks

Type	Date	Description
UNIT	Jan 14, 1997	GHOST PINE UNIT - TRACT F-11 - HUBER UNIT INTEREST - 4.919196% P&NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
TRANS	Dec 11, 2015	BY MOR DATED DECEMBER 11, 2015 CONOCOPHILLIPS CANADA RESOURCES CORP. TRANSFERRED ITS 55.384615% REGISTERED INTEREST AND DESIGNATED REP TO PINE CLIFF ENERGY LTD.

M01537	PNG	CR	**Eff:** Apr 18, 1966	128.000	C00324 A Yes	WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Apr 17, 1976	128.000	0989 RESOURCE P	34.61538500	5.73603100	TWP 30 RGE 22 W4M N 11
A	8873		**Ext:** 15	44.308	PINE CLIFF	55.38461500	79.75168600	(UNITIZED ZONES)
	PINE CLIFF				ARC RESOURCES	10.00000000	4.98794600	NG IN
100.00000000	PINE CLIFF		**Count Acreage =** No		BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;
					ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP		3.14969100	(NG IN GLAUCONITIC_SS;)
					ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
					SCOTIA		0.21685000	NG IN BANFF
					0989 RESOURCE P	*	0.00049800	

Total Rental: 448.00

----------------- **Related Contracts** -----------------

Status	Hectares	Net	Hectares	Net			
					C00324 A	POOLOP	Oct 17, 1965
					C02881 A	ORR	Jun 24, 2010

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator	Lessor Type / Lse No/Name / Payor	Exposure Gross	Oper.Cont. Net	ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held		
(cont'd)										
M01537										
Sub: A	PRODUCING	**Prod:**	128.000	44.308	**NProd:**	0.000	0.000	P00048 A	PURSAL	Mar 31, 1999 (I)
	DEVELOPED	**Dev:**	128.000	44.308	**Undev:**	0.000	0.000	U00010	UNIT	Nov 06, 1967
	PROVEN	**Prov:**	128.000	44.308	**NProv:**	0.000	0.000	U00010 Q	UNIT	Nov 06, 1967

-------- Well U.W.I.	Status/Type --------
100/10-11-030-22-W4/04	P/GAS
100/10-11-030-22-W4/02	SUS/OIL
100/10-11-030-22-W4/03	SUS/GAS
100/10-11-030-22-W4/05	TEST/GAS
100/10-11-030-22-W4/00	ABA ZONE/N/A

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: Q	**Tract Number:** F-11		**Tract Part%:** 0.89211000

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name	Exposure / Gross / Net	Oper.Cont. / ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01537 A

Remarks

Type	Date	Description
UNIT	Nov 06, 1967	GHOST PINE UNIT - TRACT F-11 - HUBER UNIT INTEREST - 4.919196% P&NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
TRANS	Dec 11, 2015	BY MOR DATED DECEMBER 11, 2015 CONOCOPHILLIPS CANADA RESOURCES CORP. TRANSFERRED ITS 55.384615% REGISTERED INTEREST AND DESIGNATED REP TO PINE CLIFF ENERGY LTD.

M01538	PNG	CR	**Eff:** Apr 18, 1966	128.000	C00322 A No	WI	UNIT	Area : CARBON
Sub: A	WI		**Exp:** Apr 17, 1976	128.000	0989 RESOURCE P	50.00000000	5.73603100	TWP 30 RGE 22 W4M S 10
A	8881		**Ext:** 15	64.000	PINE CLIFF	50.00000000	79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P		**Count Acreage =** No		BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;
					ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP		3.14969100	(NG IN GLAUCONITIC_SS;)
					ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
					SCOTIA		0.21685000	NG IN BANFF
					0989 RESOURCE P	*	0.00049800	

Total Rental: 448.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	128.000	64.000	**NProd:**	0.000	0.000

Related Contracts

C00322 A	RETRO	Aug 19, 1996
C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 P	UNIT	Nov 06, 1967

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type Lessor Type / Int Type / Lse No/Name / Operator / Payor		Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR	DOI Code *	*	Lease Description / Rights Held
(cont'd)								
M01538								
Sub: A	DEVELOPED	**Dev:**	128.000	64.000	**Undev:**	0.000	0.000	
	PROVEN	**Prov:**	128.000	64.000	**NProv:**	0.000	0.000	

-------- Well U.W.I.	Status/Type --------
100/06-10-030-22-W4/00	P/GAS
100/06-10-030-22-W4/02	COMINGLED/GAS
100/03-10-030-22-W4/00	P/GAS

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Zone:		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF	

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: P	**Tract Number:** F-10-A		**Tract Part%:** 0.26456000

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name		Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / DOI Code *	*		Lease Description / Rights Held

(cont'd)

M01538 A

Remarks

Type	Date	Description
UNIT	Nov 01, 1967	GHOST PINE UNIT - HUBER UNIT INTEREST - 4.919196%
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
TRANS	Dec 12, 2015	BY MOR DATED DECEMBER 12, 2015 CONOCOPHILLIPS CANADA RESOURCES CORP. TRANSFERRED ITS 50% REGISTERED INTEREST TO PINE CLIFF ENERGY LTD.

File / Status / Mineral Int	Lse Type / Int Type / Operator	Lessor Type	Dates	Exposure	Doi Partner(s)		*		Lease Description / Rights Held
M01539	PNG	CR	**Eff:** Aug 12, 1966	320.000		WI		UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Aug 11, 1976	320.000	0989 RESOURCE P	100.00000000		5.73603100	TWP 30 RGE 22 W4M S 17, S & NW
A	9132		**Ext:** 15	320.000	PINE CLIFF			79.75168600	18
	0989 RESOURCE P				ARC RESOURCES			4.98794600	(UNITIZED ZONES)
100.00000000	0989 RESOURCE P		**Count Acreage =** No		BOGLE			0.11565000	NG IN
					MIDLAND RES INC			1.53493000	BASAL_BELLY_RIVER_SANDSTONE;
					ROADRUNNER			0.49154000	NG IN VIKING;
					PEN ENERGY CORP			3.14969100	NG IN UPPER_MANNVILLE;
					ENERPLUS CORP			2.23883900	(NG IN GLAUCONITIC_SS;)
					SABRE PRTNRSHP			1.77633900	NG IN BASAL_QUARTZ_SANDSTONE;
					SCOTIA			0.21685000	NG IN PEKISKO;
					0989 RESOURCE P		*	0.00049800	NG IN BANFF

Total Rental: 1120.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	320.000	320.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	320.000	320.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	320.000	320.000	**NProv:**	0.000	0.000

----------------- Related Contracts -----------------

C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 R	UNIT	Nov 06, 1967

-------- Well U.W.I. Status/Type --------

100/03-18-030-22-W4/00 STND/N/A

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MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name	Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / *	DOI Code / *	Lease Description / Rights Held

(cont'd)

M01539 A — 100/03-18-030-22-W4/02 P/GAS

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Sub: R **Tract Number:** F-17-A **Tract Part%:** 0.33651000

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Lessor Type		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01539 A

Remarks

Type	Date	Description
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT HUBER UNIT INTEREST - 4.919196%
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED

M01540	PNG	CR	**Eff:** Aug 12, 1966	128.000		WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Aug 11, 1976	128.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 30 RGE 22 W4M S 29
A	9134		**Ext:** 15	128.000	PINE CLIFF		79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;
					ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP		3.14969100	NG IN BASAL_QUARTZ_SANDSTONE;
					ENERPLUS CORP		2.23883900	NG IN PEKISKO;
					SABRE PRTNRSHP		1.77633900	NG IN BANFF
					SCOTIA		0.21685000	
					0989 RESOURCE P	*	0.00049800	

Total Rental: 448.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	128.000	128.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	128.000	128.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	128.000	128.000	**NProv:**	0.000	0.000

Related Contracts

C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 T	UNIT	Nov 06, 1967

Royalty / Encumbrances

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code		
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		Lease Description / Rights Held

(cont'd)

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

M01540 A

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Sub: T **Tract Number:** F-29-A **Tract Part%:** 0.00519000

Report Date: Mar 10, 2018
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MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01540 A

Remarks

Type	Date	Description
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT HUBER UNIT INTEREST - 4.919196%
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED

M01541	PNG	CR	Eff: Aug 12, 1966	128.000		WI	UNIT	Area : GHOST PINE
Sub: A	WI		Exp: Aug 11, 1976	128.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 30 RGE 22 W4M S 32
A	9135		Ext: 15	128.000	PINE CLIFF		79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P		Count Acreage = No		BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;
					ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP		3.14969100	NG IN BASAL_QUARTZ_SANDSTONE;
					ENERPLUS CORP		2.23883900	NG IN PEKISKO;
					SABRE PRTNRSHP		1.77633900	NG IN BANFF
					SCOTIA		0.21685000	
					0989 RESOURCE P	*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	Prod:	128.000	128.000	NProd:	0.000	0.000
DEVELOPED	Dev:	128.000	128.000	Undev:	0.000	0.000
PROVEN	Prov:	128.000	128.000	NProv:	0.000	0.000

---------------- Related Contracts ----------------

C02881 A	ORR	Jun 24, 2010
P00535 A	ASEXCH	Jul 26, 2007 (I)
U00010	UNIT	Nov 06, 1967
U00010 V	UNIT	Nov 06, 1967

-------- Well U.W.I. Status/Type --------
100/06-32-030-22-W4/00 ABA/N/A

Royalty / Encumbrances

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name	Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / *	DOI Code / *	Lease Description / Rights Held

(cont'd)

<Linked>	Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R		ALL PRODUCTS	N	N	100.00000000 % of PROD
	Roy Percent:	5.00000000				
	Deduction:	YES				
M01541 A	**Gas: Royalty:**			**Min Pay:**		**Prod/Sales:**
	S/S OIL: Min:		**Max:**	**Div:**		**Prod/Sales:**
	Other Percent:			**Min:**		**Prod/Sales:**

Royalty / Encumbrances

Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE		ALL PRODUCTS	Y	N	100.00000000 % of PROD
Roy Percent:					
Deduction:	YES				
Gas: Royalty:			**Min Pay:**		**Prod/Sales:**
S/S OIL: Min:		**Max:**	**Div:**		**Prod/Sales:**
Other Percent:			**Min:**		**Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Zone:		NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF	

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: V	**Tract Number:** F-32-A		**Tract Part%:** 0.00519000

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator	Lessor Type / Lse No/Name / Payor	Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01541 A

Remarks

Type	Date	Description
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT HUBER UNIT INTEREST - 4.919196%
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
RENTAL	Aug 22, 2008	COMPTON PAYS 50% OF RENTAL BASED ON THE UNIT INTERESTS (COMPTON IS PAYOR OF LEASE), CONOCO PAYS 50% OF RENTAL BASED ON THE NON-UNIT RIGHTS THAT THEY ACQUIRED IN THIS LEASE (100% OF NON-UNIT RIGHTS).
WELLUTIL	Jan 13, 2011	M TRITES

File	Lse/Int/Operator	Lessor	Dates	Exposure	Doi Partner(s)	WI	*	UNIT	Lease Description / Rights Held
M01542	PNG	CR	**Eff:** Aug 12, 1966	64.000		WI		UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Aug 11, 1976	64.000	0989 RESOURCE P	100.00000000		5.73603100	TWP 30 RGE 22 W4M SE 35
A	9136		**Ext:** 15	64.000	PINE CLIFF			79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES			4.98794600	NG IN
100.00000000	0989 RESOURCE P		**Count Acreage =** No		BOGLE			0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC			1.53493000	NG IN VIKING;
					ROADRUNNER			0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP			3.14969100	NG IN BASAL_QUARTZ_SANDSTONE;
					ENERPLUS CORP			2.23883900	NG IN PEKISKO;
					SABRE PRTNRSHP			1.77633900	NG IN BANFF
					SCOTIA			0.21685000	
					0989 RESOURCE P		*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	64.000	64.000	**NProd:**	0.000	0.000

----------------- Related Contracts -----------------

C00327 A	PPAFO	Oct 01, 1997 (I)
C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 W	UNIT	Nov 06, 1967

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name	Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR	*	DOI Code	*	Lease Description / Rights Held

(cont'd)

M01542

Sub: A	DEVELOPED	**Dev:**	64.000	64.000	**Undev:**	0.000	0.000
	PROVEN	**Prov:**	64.000	64.000	**NProv:**	0.000	0.000

-------- Well U.W.I.	Status/Type --------
100/01-35-030-22-W4/00	STND/N/A

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: W	**Tract Number:** F-35-A		**Tract Part%:** 0.07228000

Report Date: Mar 10, 2018
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MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator	Lessor Type / Lse No/Name / Payor	Eff/Exp/Ext	Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01542 A

Remarks

Type	Date	Description
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT HUBER UNIT INTEREST - 4.919196%
GEN		NG IN BELLY RIVER PART OF A POOLING, FARMOUT AND PARTICIPATION AGMT DATED OCT 01,1997 (FILE 91-N-134-K). BASAL BELLY RIVER IS UNITIZED (91-N-134-J). ASSUME THIS WAS INCLUDED IN THE UNIT (LAST UPDATED JUNE 1998).
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
RENTAL	Aug 22, 2008	COMPTON PAYS 50% OF RENTAL BASED ON THE UNIT INTERESTS (COMPTON IS PAYOR OF LEASE), CONOCO PAYS 50% OF RENTAL BASED ON THE NON-UNIT RIGHTS THAT THEY ACQUIRED IN THIS LEASE (100% OF NON-UNIT RIGHTS).

M01543	PNG	CR	**Eff:** Aug 12, 1966	128.000		WI		UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Aug 11, 1976	128.000	0989 RESOURCE P	100.00000000		5.73603100	TWP 31 RGE 22 W4M W 10
A	9137		**Ext:** 15	128.000	PINE CLIFF			79.75168600	(UNITIZED)
	0989 RESOURCE P				ARC RESOURCES			4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE			0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC			1.53493000	NG IN VIKING;
					ROADRUNNER			0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP			3.14969100	NG IN BASAL_QUARTZ_SANDSTONE;
					ENERPLUS CORP			2.23883900	NG IN PEKISKO;
					SABRE PRTNRSHP			1.77633900	NG IN BANFF
					SCOTIA			0.21685000	
					0989 RESOURCE P		*	0.00049800	

Total Rental: 0.00

----------------- Related Contracts -----------------

C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 AA	UNIT	Nov 06, 1967

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name	Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / *	DOI Code / *	Lease Description / Rights Held

(cont'd)

M01543
Sub: A

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	128.000	128.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	128.000	128.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	128.000	128.000	**NProv:**	0.000	0.000

-------- Well U.W.I.	Status/Type --------
100/11-10-031-22-W4/00	P/GAS

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

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MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Lessor Type	Exposure / Gross / Net	Oper.Cont. / ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held

(cont'd)

M01543 A

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: AA	**Tract Number:** M-10-B		**Tract Part%:** 0.00073000

Remarks

Type	Date	Description
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT HUBER UNIT INTEREST - 4.919196%
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
RENTAL	Aug 22, 2008	COMPTON PAYS 50% OF RENTAL BASED ON THE UNIT INTERESTS (COMPTON IS PAYOR OF LEASE), CONOCO PAYS 50% OF RENTAL BASED ON THE NON-UNIT RIGHTS THAT THEY ACQUIRED IN THIS LEASE (100% OF NON-UNIT RIGHTS).

M01545	PNG	CR	**Eff:** Aug 12, 1966	512.000		WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Aug 11, 1976	512.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 30 RGE 23 W4M 1, 12
A	9140		**Ext:** 15	512.000	PINE CLIFF		79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P		**Count Acreage =** No		BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;
					ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP		3.14969100	NG IN BASAL_QUARTZ_SANDSTONE;
					ENERPLUS CORP		2.23883900	NG IN PEKISKO;
					SABRE PRTNRSHP		1.77633900	NG IN BANFF

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type Lessor Type / Int Type / Lse No/Name / Operator / Payor	Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s) *	DOI Code *		Lease Description / Rights Held

(cont'd)

M01545
Sub: A

Doi Partner(s)	*	
SCOTIA		0.21685000
0989 RESOURCE P	*	0.00049800

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	512.000	512.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	512.000	512.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	512.000	512.000	**NProv:**	0.000	0.000

Related Contracts

C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 C	UNIT	Nov 06, 1967

Well U.W.I.	Status/Type
102/16-01-030-23-W4/00	P/GAS
100/01-01-030-23-W4/00	P/GAS
102/13-12-030-23-W4/00	P/GAS
100/05-12-030-23-W4/00	P/GAS
100/13-12-030-23-W4/00	ABA/N/A

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held
(cont'd) M01545	A							

Related Units

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: C	**Tract Number:** E-01		**Tract Part%:** 0.62541000

Remarks

Type	Date	Description
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT HUBER UNIT INTEREST - 4.919196%
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
WELLUTIL	Nov 02, 2010	M TRITES
DETAILS	May 08, 2012	00/13-12-30-23 W4M - W/O CONFIRMATION FROM CONOCOPHILLIPS AS TO WHETHER OR NOT THIS IS A UNIT WELL.

M01548	PNG	CR	**Eff:** Aug 12, 1966	256.000	C00321 B Yes	WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Aug 11, 1976	256.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 30 RGE 22 W4M W 19, W 30
A	9146		**Ext:** 15	256.000	PINE CLIFF		79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;
					ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP		3.14969100	NG IN GLAUCONITIC_SANDSTONE;
					ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type Lessor Type	Exposure	Oper.Cont. ROFR	DOI Code		
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M01548
Sub: A

Doi Partner(s)		Interest	Lease Description / Rights Held
SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
SCOTIA		0.21685000	NG IN BANFF
0989 RESOURCE P	*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	256.000	256.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	256.000	256.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	256.000	256.000	**NProv:**	0.000	0.000

Related Contracts

C00321 B	PO	Mar 19, 1965
C02881 A	ORR	Jun 24, 2010
P00046 A	PURSAL	May 18, 1999 (I)
U00010	UNIT	Nov 06, 1967
U00010 S	UNIT	Nov 06, 1967

Well U.W.I.	Status/Type
102/07-19-030-22-W4/00	P/GAS
100/11-30-030-22-W4/00	P/GAS
102/07-19-030-22-W4/02	COMINGLED/GAS
100/11-30-030-22-W4/02	SUS/GAS
100/14-30-030-22-W4/00	STND/N/A
100/14-30-030-22-W4/04	SUS/GAS
100/14-30-030-22-W4/02	ABA ZONE/N/A
100/14-30-030-22-W4/03	ABA ZONE/N/A

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00321 B	OVERRIDING ROYALTY	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 1.25000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type Lessor Type	Exposure	Oper.Cont. ROFR	DOI Code		
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M01548 A

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Sub: S **Tract Number:** F-19 **Tract Part%:** 1.31009000

Remarks

Type	Date	Description
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT TRACT F-19 HUBER UNIT INTEREST - 4.919196% ORR PAID TO ENCAL BY UNIT OPERATOR (GULF)

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator	Lessor Type / Lse No/Name / Payor		Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / DOI Code *	*	Lease Description / Rights Held
(cont'd)								

M01548 A

Remarks

Type	Date	Description
WELLUTIL	Dec 31, 2010	M TRITES

M01549	PNG	CR	**Eff:** Aug 12, 1966	128.000		WI		UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Aug 11, 1976	128.000	0989 RESOURCE P	100.00000000		5.73603100	TWP 30 RGE 22 W4M S 31
A	9147		**Ext:** 15	128.000	PINE CLIFF			79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES			4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE			0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC			1.53493000	NG IN VIKING;
					ROADRUNNER			0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP			3.14969100	(NG IN GLAUCONITIC_SS;)
					ENERPLUS CORP			2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP			1.77633900	NG IN PEKISKO;
					SCOTIA			0.21685000	NG IN BANFF
					0989 RESOURCE P		*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	128.000	128.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	128.000	128.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	128.000	128.000	**NProv:**	0.000	0.000

----------------- Related Contracts -----------------

C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 U	UNIT	Nov 06, 1967

-------- Well U.W.I.	Status/Type --------
100/02-31-030-22-W4/00	STND/N/A

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Exposure / Gross / Net	Oper.Cont. / ROFR / Doi Partner(s)	*	DOI Code / *	Lease Description / Rights Held

(cont'd)

		Roy Percent:	5.00000000			
		Deduction:	YES			
M01549	A	**Gas: Royalty:**			**Min Pay:**	**Prod/Sales:**
		S/S OIL: Min:		**Max:**	**Div:**	**Prod/Sales:**
		Other Percent:			**Min:**	**Prod/Sales:**

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:				
Deduction:	YES			
Gas: Royalty:			**Min Pay:**	**Prod/Sales:**
S/S OIL: Min:		**Max:**	**Div:**	**Prod/Sales:**
Other Percent:			**Min:**	**Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: U	**Tract Number:** F-31-A		**Tract Part%:** 0.06968000

Remarks

Type	Date	Description
UNIT	Jan 13, 1997	SUBJECT TO GHOST PINE UNIT

Report Date: Mar 10, 2018
Page Number: 67
REPORTED IN HECTARES

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held
(cont'd)								

M01549 A

Remarks

Type	Date	Description
		HUBER UNIT INTEREST - 4.919196%
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED

M01558	PNG	CR	**Eff:** Jun 16, 1964	64.000		WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Jun 15, 1974	64.000	0989 RESOURCE P	100.00000000	5.73603100	TWP 30 RGE 23 W4M SW 2
A	3317A		**Ext:** 15	64.000	PINE CLIFF		79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;
					ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP		3.14969100	(NG IN GLAUCONITIC_SS;)
					ENERPLUS CORP		2.23883900	NG IN BASAL_QUARTZ_SANDSTONE;
					SABRE PRTNRSHP		1.77633900	NG IN PEKISKO;
					SCOTIA		0.21685000	NG IN BANFF
					0989 RESOURCE P	*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	64.000	64.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	64.000	64.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	64.000	64.000	**NProv:**	0.000	0.000

----------------- Related Contracts -----------------

C00323 B	JOA	Jan 07, 1966 (I)
C02881 AA	ORR	Jun 24, 2010
P00315 A	PURSAL	Jun 05, 2000 (I)
U00010	UNIT	Nov 06, 1967
U00010 E	UNIT	Nov 06, 1967

-------- Well U.W.I.	Status/Type --------
100/04-02-030-23-W4/00	P/GAS
100/04-02-030-23-W4/02	SUS/GAS

Royalty / Encumbrances

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type Lessor Type	Exposure Oper.Cont. ROFR	DOI Code	
File Status	Int Type / Lse No/Name	Gross		
Mineral Int	Operator / Payor	Net Doi Partner(s) *	*	Lease Description / Rights Held

(cont'd)

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 AA	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES

M01558 A
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Sub: E **Tract Number:** E-02-B **Tract Part%:** 0.09077000

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	DOI Code *	*	Lease Description / Rights Held
(cont'd)								

M01558 A

Remarks

Type	Date	Description
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
GEN		UNITIZED ZONES - GHOST PINE UNIT U00010

M01667	PNG	CR	**Eff:** Apr 18, 1966	256.000	C00322 B No	WI	UNIT	Area : GHOST PINE
Sub: A	WI		**Exp:** Apr 17, 1976	256.000	0989 RESOURCE P	50.00000000	5.73603100	TWP 30 RGE 22 W4M SEC 7
A	8879A		**Ext:** 15	128.000	PINE CLIFF	50.00000000	79.75168600	(UNITIZED ZONES)
	0989 RESOURCE P				ARC RESOURCES		4.98794600	NG IN
100.00000000	0989 RESOURCE P				BOGLE		0.11565000	BASAL_BELLY_RIVER_SANDSTONE;
					MIDLAND RES INC		1.53493000	NG IN VIKING;
					ROADRUNNER		0.49154000	NG IN UPPER_MANNVILLE;
					PEN ENERGY CORP		3.14969100	NG IN BASAL_QUARTZ_SANDSTONE;
					ENERPLUS CORP		2.23883900	NG IN PEKISKO;
					SABRE PRTNRSHP		1.77633900	NG IN BANFF
					SCOTIA		0.21685000	
					0989 RESOURCE P	*	0.00049800	

Total Rental: 0.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	256.000	128.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	256.000	128.000	**Undev:**	0.000	0.000
PROVEN	**Prov:**	256.000	128.000	**NProv:**	0.000	0.000

----------------- Related Contracts -----------------

C00322 B	RETRO	Aug 19, 1996
C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 O	UNIT	Nov 06, 1967

-------- Well U.W.I. Status/Type --------

100/01-07-030-22-W4/00 P/GAS
102/11-07-030-22-W4/00 P/GAS

Royalty / Encumbrances

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type Lessor Type	Exposure Oper.Cont. ROFR	DOI Code		
File Status	Int Type / Lse No/Name	Gross			
Mineral Int	Operator / Payor	Net Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES

M01667 A **Gas: Royalty:** **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Sub: O **Tract Number:** F-07 **Tract Part%:** 0.50377000

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator	Lessor Type / Lse No/Name / Payor		Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR *	DOI Code *		Lease Description / Rights Held

(cont'd)

M01667 A

Remarks

Type	Date	Description
UNIT	Nov 01, 1967	GHOST PINE UNIT - HUBER UNIT INTEREST - 4.919196%
AMAL	Jan 21, 2002	GULF CANADA RESOURCES LIMITED TO CONOCO CANADA RESOURCES LIMITED
WELLUTIL	Sep 28, 2010	M. TRITES
TRANS		BY MOR DATED DECEMBER 12, 2015 CONOCOPHILLIPS CANADA RESOURCES CORP. TRANSFERRED ITS 50% REGISTERED INTEREST TO PINE CLIFF ENERGY LTD.

M03635	NG	CR	**Eff:** Apr 17, 1968	128.000	U00010 AB Bypass		WI	UNIT	Area : ROWLEY
Sub: A	WI		**Exp:** Apr 16, 1989	128.000	CONOCOPHILWEST	*	100.00000000		TWP 31 RGE 20 W4M S 27
A	1150		**Ext:** 15	0.000	0989 RESOURCE P			5.73603100	(UNITIZED)
	CONOCOPHILWEST				PINE CLIFF			79.75168600	NG IN
100.00000000	PINE CLIFF				ARC RESOURCES			4.98794600	BASAL_BELLY_RIVER_SANDSTONE;
					BOGLE			0.11565000	NG IN VIKING;
					MIDLAND RES INC			1.53493000	NG IN UPPER_MANNVILLE;
					ROADRUNNER			0.49154000	(NG IN GLAUCONITIC_SS;)
					PEN ENERGY CORP			3.14969100	NG IN BASAL_QUARTZ_SANDSTONE;
					ENERPLUS CORP			2.23883900	NG IN PEKISKO;
					SABRE PRTNRSHP			1.77633900	NG IN BANFF
					SCOTIA			0.21685000	
					0989 RESOURCE P		*	0.00049800	

Total Rental: 448.00

Status		Hectares	Net		Hectares	Net
PRODUCING	**Prod:**	128.000	0.000	**NProd:**	0.000	0.000
DEVELOPED	**Dev:**	128.000	0.000	**Undev:**	0.000	0.000

---------------- **Related Contracts** ----------------

C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 AB	UNIT	Nov 06, 1967

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name	Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / *	DOI Code / *	Lease Description / Rights Held

(cont'd)

M03635

Sub: A	PROVEN	**Prov:**	128.000	0.000	**NProv:**	0.000	0.000

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Sub: AB **Tract Number:** K-27-A **Tract Part%:** 0.00217000

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Lessor Type		Exposure Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	*	DOI Code	*		Lease Description / Rights Held

(cont'd)

M03635 A — **Remarks**

Type	Date	Description
GEN	Nov 06, 2002	UNITZED ZONES - GHOST PINE UNIT
GEN	Nov 06, 2002	TRUST AGREEMENT REQUIRED FROM CONOCO TO REFLECT UNIT PARTICIPANT INTERESTS.
PREV FILE	Nov 06, 2002	J.M. HUBER FILE 9101082
GEN	May 09, 2012	CONOCO AS UNIT OPERATOR, HOLDS THE UNIT PARTNERS IN TRUST IN THESE LANDS. COMPTON'S UNIT INTEREST IS 5.736031%
TRANS	Dec 11, 2015	BY MOR DATED DECEMBER 11, 2015 CONOCOPHILLIPS CANADA RESOURCES CORP. TRANSFERRED ITS 100% REGISTERED INTEREST AND DESIGNATED REP TO PINE CLIFF ENERGY LTD.

M03635	NG	CR	**Eff:** Apr 17, 1968	128.000	U00010 AC Bypass		WI	UNIT	Area : ROWLEY
Sub: E	WI		**Exp:** Apr 16, 1989	128.000	CONOCOPHILWEST	*	100.00000000		TWP 31 RGE 20 W4M E 35
A	1150		**Ext:** 15	0.000	0989 RESOURCE P			5.73603100	(UNITIZED)
	CONOCOPHILWEST				PINE CLIFF			79.75168600	NG IN
100.00000000	PINE CLIFF		**Count Acreage =** No		ARC RESOURCES			4.98794600	BASAL_BELLY_RIVER_SANDSTONE;
					BOGLE			0.11565000	NG IN VIKING;
					MIDLAND RES INC			1.53493000	NG IN UPPER_MANNVILLE;
					ROADRUNNER			0.49154000	(NG IN GLAUCONITIC_SS;)
					PEN ENERGY CORP			3.14969100	NG IN BASAL_QUARTZ_SANDSTONE;
					ENERPLUS CORP			2.23883900	NG IN PEKISKO;
					SABRE PRTNRSHP			1.77633900	NG IN BANFF
					SCOTIA			0.21685000	
					0989 RESOURCE P		*	0.00049800	

Total Rental: 0.00

Related Contracts

C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 AC	UNIT	Nov 06, 1967

Status	Hectares	Net	Hectares	Net

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type Lessor Type		Exposure	Oper.Cont. ROFR		DOI Code		
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		*	Lease Description / Rights Held

(cont'd)

M03635

Sub: E	PRODUCING	**Prod:**	128.000	0.000	**NProd:**	0.000	0.000
	DEVELOPED	**Dev:**	128.000	0.000	**Undev:**	0.000	0.000
	PROVEN	**Prov:**	128.000	0.000	**NProv:**	0.000	0.000

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: AC	**Tract Number:** K-35-A		**Tract Part%:** 0.00217000

Report Date: Mar 10, 2018
Page Number: 75
REPORTED IN HECTARES

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Lse No/Name / Operator / Payor	Lessor Type		Exposure Gross / Net	Oper.Cont. ROFR Doi Partner(s)	DOI Code *	*		Lease Description / Rights Held

(cont'd)

M03635 E

Remarks

Type	Date	Description
GEN	Nov 06, 2002	UNITZED ZONES - GHOST PINE UNIT
GEN	Nov 06, 2002	TRUST AGREEMENT REQUIRED FROM CONOCO TO REFLECT UNIT PARTICIPANT INTERESTS.
PREV FILE	Nov 06, 2002	J.M. HUBER FILE 9101082
GEN	May 09, 2012	CONOCO AS UNIT OPERATOR, HOLDS THE UNIT PARTNERS IN TRUST IN THESE LANDS. COMPTON'S UNIT INTEREST IS 5.736031%
TRANS	Dec 11, 2015	BY MOR DATED DECEMBER 11, 2015 CONOCOPHILLIPS CANADA RESOURCES CORP. TRANSFERRED ITS 100% REGISTERED INTEREST AND DESIGNATED REP TO PINE CLIFF ENERGY LTD.

M05159	NG	CR	Eff: Apr 17, 1968	128.000	U00010 AD Bypass		WI	UNIT	Area : GHOST PINE
Sub: A	WI		Exp: Apr 16, 1989	128.000	CONOCOPHILWEST	*	100.00000000		TWP 29 RGE 20 W4M W 33
A	1151		Ext: 15	0.000	0989 RESOURCE P			5.73603100	(UNITIZED)
	CONOCOPHILWEST				PINE CLIFF			79.75168600	NG IN
100.00000000	PINE CLIFF				ARC RESOURCES			4.98794600	BASAL_BELLY_RIVER_SANDSTONE;
					BOGLE			0.11565000	NG IN VIKING;
					MIDLAND RES INC			1.53493000	NG IN UPPER_MANNVILLE;
					ROADRUNNER			0.49154000	(NG IN GLAUCONITIC_SS;)
					PEN ENERGY CORP			3.14969100	NG IN BASAL_QUARTZ_SANDSTONE;
					ENERPLUS CORP			2.23883900	NG IN PEKISKO;
					SABRE PRTNRSHP			1.77633900	NG IN BANFF
					SCOTIA			0.21685000	
					0989 RESOURCE P		*	0.00049800	

Total Rental: 448.00

----------------- **Related Contracts** -----------------

C02881 A	ORR	Jun 24, 2010
U00010	UNIT	Nov 06, 1967
U00010 AD	UNIT	Nov 06, 1967

Status	Hectares	Net	Hectares	Net

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type / Int Type / Operator / Payor	Lessor Type / Lse No/Name	Exposure / Gross / Net	Oper.Cont. / Doi Partner(s)	ROFR / *	DOI Code / *	Lease Description / Rights Held

(cont'd)

M05159

Sub: A	PRODUCING	**Prod:**	128.000	0.000	**NProd:**	0.000	0.000
	DEVELOPED	**Dev:**	128.000	0.000	**Undev:**	0.000	0.000
	PROVEN	**Prov:**	128.000	0.000	**NProv:**	0.000	0.000

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02881 A	HERITAGE GROSS OVERRIDING R(	ALL PRODUCTS	N	N	100.00000000 % of PROD

Roy Percent: 5.00000000
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: YES
Gas: Royalty: **Min Pay:** **Prod/Sales:**
S/S OIL: Min: **Max:** **Div:** **Prod/Sales:**
Other Percent: **Min:** **Prod/Sales:**

Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF

Zone: NG IN BASAL BELLY RIVER, VIKING, UPPER MANNVILLE, GLAUCONITE, BASAL QUARTZ, PEKISKO AND BANFF

Unit File No	Effective Date	Unit Name	Unit Operator
U00010	Nov 06, 1967	GHOST PINE UNIT	PINE CLIFF
Sub: AD	**Tract Number:** A-33-B		**Tract Part%:** 0.00434000

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number	Lse Type Lessor Type	Exposure	Oper.Cont. ROFR	DOI Code		
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05159 A

Remarks

Type	Date	Description
GEN		UNITIZED ZONES - GHOST PINE UNIT U00010 Sub AD, Tract A-33-B
GEN	May 09, 2012	CONOCOPHILLIPS HOLDS THE UNIT PARTNERS IN TRUST. COMPTON'S UNIT INTEREST IS 5.736031%.
TRANS	Dec 11, 2015	BY MOR DATED DECEMBER 11, 2015 CONOCOPHILLIPS CANADA RESOURCES CORP. TRANSFERRED ITS 100% REGISTERED INTEREST AND DESIGNATED REP TO PINE CLIFF ENERGY LTD.

MFC RESOURCE PARTNERSHIP
Mineral Property Report

Category: MINERAL

File Number / File Status / Mineral Int	Lse Type Lessor Type / Int Type / Lse No/Name / Operator / Payor		Exposure / Gross / Net	Oper.Cont. ROFR / Doi Partner(s)	*	DOI Code / *		Lease Description / Rights Held	
Category Total:	**Total Gross:**	4,544.000	**Total Net:**	3,840.000					
	Prod Gross:	4,544.000	**Prod Net:**	3,840.000	**NProd Gross:**	0.000	**NProd Net:**	0.000	
	Dev Gross:	4,544.000	**Dev Net:**	3,840.000	**Undev Gross :**	0.000	**Undev Net :**	0.000	
	Prov Gross:	4,544.000	**Prov Net:**	3,840.000	**NProv Gross:**	0.000	**NProv Net:**	0.000	
Report Total:	**Total Gross:**	4,544.000	**Total Net:**	3,840.000					
	Prod Gross:	4,544.000	**Prod Net:**	3,840.000	**NProd Gross:**	0.000	**NProd Net:**	0.000	
	Dev Gross:	4,544.000	**Dev Net:**	3,840.000	**Undev Gross :**	0.000	**Undev Net :**	0.000	
	Prov Gross:	4,544.000	**Prov Net:**	3,840.000	**NProv Gross:**	0.000	**NProv Net:**	0.000	

**** End of Report ****

THE FOLLOWING COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 28, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and DAVILIN ENERGY CORP.

Wells, Facilities and Pipelines

See attached Schedule B containing a 116 page Unit Agreement

UNIT AGREEMENT

GHOST PINE UNIT

INDEX

UNIT AGREEMENT

GHOST PINE UNIT

WHEREAS the Parties own Royalty Interests and Working Interests, or either of them, in the Unitized Zone;

AND WHEREAS the Parties desire that the Unitized Zone be developed, produced and operated as a unit, all as hereinafter provided;

NOW THEREFORE in consideration of the covenants herein contained, the Parties agree as follows:

ARTICLE I

DEFINITIONS

101. Definitions

In this agreement:

(a) "Conservation Board" means the Oil and Gas Conservation Board of the Province of Alberta;

(b) "Effective Date" means 8:00 a.m. on the 6th day of November, 1967;

(c) "Qualifying Date" means the time and date referred to as such in Article XIV;

D a

(d) "Lease" means an instrument granting a Working Interest in the Unitized Zone;

(e) "Outside Substances" means any substances initially obtained from any source other than the Unitized Zone or any Unitized Substances with respect to which royalty has been paid;

(f) "Party" means a person who is bound by this agreement;

(g) "Gas" means natural gas together with associated substances and includes all fluid hydrocarbons not defined as Oil, but does not include Oil;

(h) "Oil" means crude oil and all other hydrocarbons having a gravity of less than 45° A.P.I. at 60°F and 14.65 psia that are or can be recovered in liquid form at the wellhead;

(i) "Basal Belly River" means that portion of the Belly River Group exemplified by the geological section occurring between the electric log depths of 2,177 feet and 2,261 feet as measured from Kelly Bushing elevation in the well B.A. Rowley 10-24-32-21 as identified in Exhibit "C";

(j) "Viking" means the Viking Sand member of the Viking Formation exemplified by the geological section occurring between the electric log depths of 4,076 feet and 4,224 feet as measured from Kelly Bushing elevation in the well Sage Hesketh 10-35-29-22, as identified in Exhibit "C";

(k) "Upper Mannville" means that portion of the Mannville Group exemplified by the geological section occurring between the electric log depths of 4,080 feet and 4,125 feet as measured from Kelly Bushing elevation in the well Amerada Honolulu Rowley 2-16-32-20 W4 as identified in Exhibit "C";

(l) "Glauconite" means the Glauconite Sand member of the Mannville Group exemplified by the geological section occurring between the electric log depths of 4,698 feet and 4,811 feet in the well Shell Fleetwood Ghost Pine #3-1 and between the electric log depths of 4,586 feet and 4,646 feet in the well Triad et al Ghost Pine 6-5-31-21; the Glauconite contains three separate sand units being the Glauconite "A", the Glauconite "B" between the electric log depths of 4,632 feet and 4,646 feet in the well Triad et al Ghost Pine 6-5-31-21, and the Glauconite "C" between the electric log depths of 4,780 feet and 4,811 feet in the well Shell Fleetwood Ghost Pine #3-1; all depths herein measured from Kelly Bushing elevation in the said wells as identified in Exhibit "C";

(m) "Glauconite "A"" means the separate sand unit of the Glauconite exemplified by the geological section occurring between the electric log depths of 4,698 feet and 4,726 feet as measured from Kelly Bushing elevation in the well Shell Fleetwood Ghost Pine #3-1 as identified in Exhibit "C";

(n) "Basal Quartz" means the Basal Quartz Sand member of the Mannville Group exemplified by the geological section occurring between the electric log depths of 4,708 feet and 4,724 feet as measured from Kelly Bushing elevation in the well B.A. et al Hesketh 6-23-30-22 as identified in Exhibit "C";

(o) "Pekisko" means the Pekisko Formation of the Rundle Group of Mississippian age exemplified by the geological section occurring between the electric log depths of 4,769 feet and 4,809 feet as measured from Kelly Bushing elevation in the well B.A. et al Hesketh 6-23-30-22 as identified in Exhibit "C";

(p) "Banff" means the Banff Formation exemplified by the geological section occurring between the gamma ray sonic log depths of 4,513 feet and 4,809 feet as measured from Kelly Bushing elevation in the well B.A. Morrin 7-3-31-20 W4 as identified in Exhibit "C";

(q) "Royalty Interest" means any interest other than a Working Interest in Gas, or the proceeds from the sale thereof, produced from the Basal Belly River, Viking, Upper Mannville, Glauconite, Basal Quartz, Pekisko and Banff or any of them, but does not include the interest of a person as a purchaser of Gas after production;

(r) "Royalty Owner" means a Party owning a Royalty Interest;

(s) "Spacing Unit" means the area allocated to a well by the Conservation Board with respect to the Unitized Zone for the purpose of drilling for or producing Gas;

(t) "Tract" means a parcel of land described and given a Tract number in Exhibit "A";

(u) "Tract Participation" means the effective percentage allotted to a Tract pursuant to Article VI and set forth in Exhibit "A";

(v) "Unit Area" means the lands described in Exhibit "A";

(w) "Unit Operator" means the person who is so designated under the Unit Operating Agreement;

(x) "Unit Operating Agreement" means the agreement entitled "Unit Operating Agreement - Ghost Pine Unit" entered into by the Working Interest Owners;

(y) "Excepted Zone" means:

(i) that portion of any of the Basal Belly River, Viking, Upper Mannville, Glauconite, Basal Quartz, Pekisko and Banff insofar and only insofar as it is within or under a Tract opposite which it is from time to time listed in the Excepted Zones column in Exhibit "A"; and

(ii) that portion of any of the Basal Belly River, Viking, Upper Mannville, Glauconite, Basal Quartz and Banff insofar and only insofar as it is within or under any parcel of land described as follows:

A. N/2 Section 27-31-20 W4M;
B. All Section 28-31-20 W4M;
C. NE/4 Section 29-31-20 W4M;
D. E/2 Section 32-31-20 W4M;
E. All Section 33-31-20 W4M;
F. All Section 34-31-20 W4M;
G. W/2 Section 35-31-20 W4M;

(z) "Unitized Zone" means the Basal Belly River, Viking, Upper Mannville, Glauconite, Basal Quartz, Pekisko and Banff within the Unit Area, excepting the Excepted Zones;

(aa) "Unitized Substances" means Gas in or obtained from the Unitized Zone;

(bb) "Working Interest" means any right to produce and dispose of Gas from the Basal Belly River, Viking, Upper Mannville, Glauconite, Basal Quartz, Pekisko and Banff, or any of them, including an interest chargeable with any costs of drilling for, recovery of and disposal of Gas therefrom; and

(cc) "Working Interest Owner" means a Party owning a Working Interest.

ARTICLE II

EXHIBITS

201. Exhibits

The following exhibits are attached to and incorporated in this agreement:

(a) Exhibit "A" which numbers and describes each Tract and sets forth its Tract Participation, the Excepted Zones, the names of the owners of the Working Interest and their respective shares of the

Working Interest, together with the names of the persons believed to be the owners of the Royalty Interest;

(b) Exhibit "B" which is a plan of the Unit Area; and

(c) Exhibit "C" which shows copies of portions of certain electric logs and a gamma ray sonic log.

202. Exhibits Correct

Each exhibit shall be deemed correct to the effective time of a revision or correction thereof as herein provided.

203. Correction of Exhibits

If any mistake or mechanical error occurs in an exhibit, Unit Operator may, or upon request of the Working Interest Owners shall, prepare a corrected exhibit but the data used in establishing Tract Participations shall not be re-evaluated.

204. Effective Time

Any corrected exhibit prepared on or before the Qualifying Date or within 90 days thereafter shall be effective on the Effective Date. Any corrected exhibit prepared thereafter shall be effective at 8:00 a.m. on the first day of the calendar month next following its preparation or on such other date as is determined by the Working Interest Owners.

205. Supplying of Exhibits

Each time that an exhibit is revised or corrected pursuant to this agreement, Unit Operator shall supply the Conservation Board and the Department of Mines and Minerals with 2 copies each and shall supply each Working Interest Owner with the number of copies of the exhibit it requests. Each Working Interest Owner shall supply each of its Royalty Owners, excepting the Crown, with a copy thereof.

206. Form of Revised or Corrected Exhibits

Exhibits that are revised or corrected shall show the effective time of the revision or correction and shall be numbered consecutively.

ARTICLE III

UNITIZATION AND EFFECT

301. Unitization

On and after the Effective Date the interests of each Royalty Owner and of each Working Interest Owner in the Unitized Substances and in the Unitized Zone are hereby unitized, as if the Unitized Zone had been included in a single lease executed by the Royalty Owners, as lessors, in favour of the Working Interest Owners, as lessees, and as if the lease had been subject to this agreement.

302. Personal Property Excepted

All lease and well equipment heretofore or hereafter placed by any of the Working Interest Owners on lands comprised in the Unit Area shall be deemed conclusively to be and shall remain personal property belonging to and may be removed by the Working Interest Owners. The Working Interest Owners' rights and interests therein are set forth in the Unit Operating Agreement.

303. Continuation of Leases

All operations conducted with respect to the Unitized Zone or production of Unitized Substances shall, except for the purpose of calculating payments to Royalty Owners, be deemed conclusively to be operations upon or production from all of the Unitized Zone in each Tract, and such operations or production shall continue in force and effect each Lease and any other agreement or instrument relating to the Unitized Zone or Unitized Substances as if such operations had been conducted and a well was producing from each Tract or Spacing Unit, or portion thereof, in the Unit Area.

304. Leases Amended

Each Lease and any other agreement or instrument relating to the Unitized Zone or Unitized Substances is hereby amended to the extent necessary to make it conform to this agreement.

305. Ratification of Leases

Except where a court action involving a Lease has been commenced and is pending on the Effective Date, each Royalty Owner hereby ratifies and confirms any Lease, as amended by this agreement, to which it is a party and agrees that no default exists with respect thereto and that any such Lease is in effect as of the Effective Date.

306. Effect of Unitization on Titles

Nothing herein shall be construed as a transfer or exchange of any interest in the Leases, Tracts or Unitized Zone, or in the Unitized Substances before production thereof.

307. Name

The name of the unit hereby constituted is "Ghost Pine Unit".

ARTICLE IV

AUTHORITY TO WORKING INTEREST OWNERS

401. Operations

The Working Interest Owners are hereby granted the right to develop and operate the Unitized Zone without regard to the provisions of the Leases or the boundary lines of the Tracts or Spacing Units in such manner and by such means and methods as the Working Interest Owners consider necessary and proper and, without limiting the generality of the foregoing, the right to inject any substance or combination of substances into the Unitized Zone and convert and use as injection wells any wells now existing or hereafter drilled into the Unitized Zone.

402. Delegation

The Working Interest Owners may delegate to Unit Operator any of the rights and powers herein or otherwise granted to them.

403. Vote of Working Interest Owners

Any matter to be determined under this agreement by the Working Interest Owners may be determined by vote of the parties to the Unit Operating Agreement as prescribed therein.

ARTICLE V

INCLUSION AND QUALIFICATION OF TRACTS

501. Tracts Included on Effective Date

The Tracts included in the Unit Area as of the Effective Date are those Tracts which are qualified under clause 502 before the Qualifying Date.

502. Qualification of Tracts

A Tract is qualified for inclusion in the Unit Area when its title has been approved by the Working Interest Owners under clause 1102 and when:

(a) owners of 100 per cent of the Working Interest therein have become Parties and parties to the Unit Operating Agreement and owners of 100 per cent of the Royalty Interest therein have become Parties; or

(b) owners of 100 per cent of the Working Interest therein have become Parties and parties to the Unit Operating Agreement and owners of less than 100 per cent of the Royalty Interest therein have become Parties, and such owners of Working Interests agree, if required by the other Working Interest Owners, to indemnify the other Working Interest Owners in a form and manner satisfactory to them for any loss or damages that may be suffered by such other Working Interest Owners in respect of claims and demands that, because of the inclusion of the Tract in the Unit Area, may be made by those owners of Royalty Interests in the Tract who have not become Parties; or

(c) owners of Working Interests therein have agreed with the owners of Working Interests then Parties and parties to the Unit Operating Agreement as to the basis on which the Tract shall become qualified, where the Tract cannot be qualified pursuant to subclause (a) or (b) of this clause.

503. Date of Qualification and Inclusion

A Tract qualified after the Qualifying Date, but within 90 days thereof, shall be included in the Unit Area with effect from 8:00 a.m. on the first day of the first calendar month following the expiration of the said 90-day period.

504. Revision of Exhibits

As soon as possible after the Qualifying Date or after the date upon which a Tract is included pursuant to clause 503, as the case may be, the exhibits shall be revised, if necessary, to set out only those Tracts included in the Unit Area under this Article. The revised Exhibit "A" shall set forth the Tract Participations of the Tracts recalculated on the same basis and using the same data as that used in the calculation of Tract Participations in the original Exhibit "A" and so that their summation equals 100 per cent.

ARTICLE VI

TRACT PARTICIPATION

601. Tract Participation

Each Tract has an interim Tract Participation and a final Tract Participation as shown on Exhibit "A". The interim Tract Participation shall be effective until 8:00 a.m. on the 1st day of

November 1969, and thereafter the final Tract Participation shall be effective.

ARTICLE VII

ALLOCATION OF UNITIZED SUBSTANCES PRODUCED

701. Allocation to Tracts

Subject to clauses 801 and 802 the Unitized Substances when produced shall be allocated to the Tracts in accordance with their Tract Participations. The amount of Unitized Substances allocated to each Tract, and only that amount, regardless of whether it be more or less than the amount of actual production of Unitized Substances from the well or wells, if any, on the Tract, shall be deemed conclusively to have been produced from the Tract.

702. Distribution Within Tracts

The Unitized Substances allocated to a Tract shall be distributed by the Working Interest Owners thereof among, or accounted for to, the Parties entitled to share in production from the Tract in the same manner, the same proportions, and upon the same conditions as they would have participated and shared in the production from the Tract, or in the proceeds from the sale thereof, had the Unitized Substances allocated to the Tract been actually produced therefrom by the Working Interest Owners.

703. Calculation of Royalty

The Working Interest Owners of each Tract shall calculate royalty on the Unitized Substances allocated to the Tract at the applicable rate under the Lease, other agreement or instrument relating to the Tract. The Royalty Owners of each Tract agree to accept payment of royalty so calculated in satisfaction of the obligation of a Working Interest Owner to make royalty payments on Unitized Substances under the Lease of such Tract; but a lessee under a Lease shall not be relieved from making payment of royalty to its lessor if payment is not made by the Working Interest Owner as aforesaid. In calculating royalty on residue gas, sulphur and fluid hydrocarbons, or any of them, obtained by processing Unitized Substances by compression, absorption or other plant extraction or stabilization, proper allowances shall be made for costs, expenses and charges, including a reasonable return on investment, incurred in or attributable to gathering and processing the Unitized Substances.

704. Taking Unitized Substances in Kind

The Unitized Substances allocated to a Tract shall be delivered in kind at the time and place of production to the Working Interest Owners entitled thereto who may, if there is no interference with unit operations, construct, maintain and operate in the Unit Area all necessary facilities for taking delivery in kind.

705. Failure to Take in Kind

To the extent that a Party entitled to take in kind any of the Unitized Substances fails to take or otherwise dispose of them at the time and place of production, then so long as such failure continues, Unit Operator, as agent and for the account and at the expense of such Party may sell, store, inject or otherwise dispose of them. Where there is a sale the net proceeds shall be paid to the Party. Unit Operator may contract for the sale thereof only for the minimum term obtainable which in no event shall exceed 1 year. When Unit Operator has so contracted, the Party may take its share of the Unitized Substances in kind upon the expiration of the current sales contract. Any Party entitled to take its share of Unitized Substances in kind may by notice to Unit Operator revoke at will Unit Operator's authority hereunder, insofar and only insofar as said authority applies to said Party's share of the Unitized Substances, by taking in kind all its share of Unitized Substances not previously contracted for sale by Unit Operator; provided, however, that said revocation shall only be effective for so long as said Party takes in kind all its said share of Unitized Substances.

706. Royalty on Outside Substances

If an Outside Substance is injected into the Unitized Zone, the first like substance contained in the Unitized Substances subsequently produced and sold or used other than for operations hereunder shall be deemed conclusively to be an Outside Substance until a quantity equal to the quantity of the Outside Substance injected into the Unitized Zone is recovered. No royalty shall be payable on any substance which is deemed conclusively to be an Outside Substance.

ARTICLE VIII

USE, LOSS AND STORAGE OF UNITIZED SUBSTANCES

801. Use or Loss

The Working Interest Owners may use as much of the Unitized Substances as they deem necessary for the operation and development of the Unitized Zone including,but not limited to, the injection thereof into the Unitized Zone and in the operation of any plant or plants handling Unitized Substances. Unitized Substances so used or injected and Unitized Substances lost shall be excluded in allocating Unitized Substances to Tracts, and no royalty or other payment shall be payable in respect thereof.

802. Storage

The Working Interest Owners are hereby granted the right to inject Unitized Substances into the Unitized Zone for storage.

Unitized Substances so injected shall be excluded in allocating Unitized Substances to Tracts, and no royalty or other payment shall be payable in respect thereof until they are recovered from storage and sold or used for operations other than operations hereunder.

ARTICLE IX

ENLARGEMENT OF UNIT AREA

901. Application for Lateral Enlargement

After the expiry of 90 days from the Qualifying Date, if an owner of a Working Interest in lands outside but in the vicinity of the Unit Area indicated to be potentially productive of Gas from the Basal Belly River, Viking, Upper Mannville, Glauconite, Basal Quartz, Pekisko and Banff or any of them makes application therefor, the Working Interest Owners may, upon such terms and conditions as they may determine, approve the admission of the lands into the Unit Area. If the lands qualify under clause 502, the Unit Area shall be enlarged to include them. Even though an owner of a Royalty Interest in lands approved hereunder for admission into the Unit Area is a Party, the lands shall not qualify for inclusion in the Unit Area unless the owner again executes and delivers 2 counterparts of this agreement to Unit Operator or the lands otherwise qualify pursuant to subclause (b) or (c) of clause 502.

902. Application for Vertical Enlargement

After the expiry of 90 days from the Qualifying Date, if an owner of a Working Interest in an Excepted Zone indicated to be potentially productive of Gas makes application therefor, the Working Interest Owners may, upon such terms and conditions as they may determine, approve the inclusion of said Excepted Zone into the Unitized Zone. If the Excepted Zone to be added qualifies under clause 502, the Unitized Zone shall be enlarged to include it and, where the said Excepted Zone is listed in the Excepted Zone column in Exhibit "A", Exhibit "A" shall be amended so as:

(a) to except the Excepted Zone from the land description of the Tract to which the said Excepted Zone formerly related;

(b) to add a new Tract having a land description the same as the Tract to which the said Excepted Zone formerly related but restricted to the said Excepted Zone; and

(c) to remove from the Excepted Zone column reference to said Excepted Zone opposite the Tract to which said Excepted Zone formerly related, OR,

where the said Excepted Zone is an Excepted Zone referred to in clause 101 (y)(ii):

(a) Exhibit "A" shall be amended to add a new Tract having a land description the same as the parcel of land shown in clause 101 (y)(ii) to which the said Excepted Zone formerly related but restricted to the said Excepted Zone; and

(b) said Excepted Zone shall no longer be an Excepted Zone pursuant to clause 101 (y)(ii).

Even though an owner of a Royalty Interest in an Excepted Zone approved hereunder for inclusion into the Unitized Zone is a Party, the Excepted Zone shall not qualify for inclusion into the Unitized Zone unless the owner again executes and delivers 2 counterparts of this agreement to Unit Operator or the Excepted Zone otherwise qualifies pursuant to subclause (b) or (c) of clause 502.

903. Adjustment of Tract Participation

The Tract Participation of each Tract added pursuant to clause 901 or clause 902 shall be determined by the Working Interest Owners. The Tract Participations shall then be adjusted so that:

(a) the ratios of the Tract Participations of Tracts shown on Exhibit "A" immediately prior to the enlargement remain the same the one to the other; and

(b) the total of the Tract Participations for all Tracts of the enlarged Unit Area and Unitized Zone equals 100 per cent.

904. Exhibits

Unit Operator shall revise Exhibits "A" and "B" as required by enlargement pursuant to clause 901 or clause 902.

905. Effective Time of Enlargement

An enlargement pursuant to clause 901 or clause 902 and an adjustment of Tract Participations under this Article shall become effective at 8:00 a.m. on the first day of the first calendar month following approval of inclusion under clause 901 or inclusion under clause 902, as the case may be, and Tract qualification under clause 502.

906. No Retroactive Adjustment

There shall never be any retroactive adjustment of the allocation of Unitized Substances by reason of an enlargement under this Article.

ARTICLE X

DISPUTES

1001. Disputes

If the title or right of a Party to receive in kind all or any portion of the Unitized Substances allocated to a Tract, or any share of the proceeds from the sale thereof, is in dispute, the Party concerned shall forthwith give notice thereof to Unit Operator. If Unit Operator is so notified or if Unit Operator is directed to do so by the Working Interest Owners in the event that it is otherwise informed of the dispute, Unit Operator shall withhold and sell the portion of Unitized Substances the title or right to which is in dispute, and hold in trust the proceeds from the sale thereof until:

(a) the Party concerned furnishes security in a form and manner satisfactory to the Working Interest Owners for the proper accounting thereof to the rightful owner or owners if the title or right of the Party shall fail in whole or in part, whereupon the proceeds shall be paid to the Party; or

(b) the title or right thereto is established by a final judgment of a Court or otherwise to the satisfaction of the Working Interest Owners, whereupon such proceeds shall be paid to the Party rightfully entitled.

If Unit Operator does not comply with this clause because it is not notified of a dispute by a Party concerned, that Party hereby agrees to indemnify and save harmless Unit Operator from any loss or damage suffered because of anything done or omitted to be done by Unit Operator because it was not notified.

ARTICLE XI

APPROVAL OF TITLES

1101. Titles Committee

The Working Interest Owners shall appoint a titles committee which shall investigate the ownership of all Tracts. Each Working

Interest Owner shall submit to the titles committee such title data and information as the titles committee may reasonably require from time to time. The titles committee shall report the result of its investigation to the Working Interest Owners specifying the titles to Tracts which it unanimously recommends for approval.

1102. <u>Approval of Titles by Working Interest Owners</u>

The Working Interest Owners may approve:

(a) the titles of Working Interest Owners to Tracts which have been unanimously recommended for approval by the titles committee; and

(b) the titles of Working Interest Owners to Tracts which have not been unanimously recommended for approval by the titles committee but with respect to which such Working Interest Owners have agreed to indemnify the other Working Interest Owners, in a form and manner satisfactory to them, from loss or damage that may be suffered by them in respect of claims and demands made because of subsequent failure of the Working Interest Owners' title.

Notwithstanding the foregoing, the Working Interest Owners may approve any title that has not been unanimously approved by the titles committee.

1103. <u>Subsequent Failure of Title</u>

If the title of a Working Interest Owner to a Tract fails, the Tract shall be excluded from this agreement and the Unit Operating

Agreement as of 8:00 a.m. on the first day of the calendar month in which the failure of title is finally determined unless:

(a) any other Party is held or declared to own the title in which event that Party shall be bound by this agreement and the Unit Operating Agreement in respect of the Tract; or

(b) by the last day of the next following calendar month the Tract qualifies for inclusion in the Unit Area pursuant to clause 502.

1104. Revision of Exhibits

Unit Operator shall revise the exhibits to reflect any change in ownership in or exclusion from this agreement of a Tract pursuant to clause 1103. Where a Tract is excluded, the Tract Participations of the other Tracts shall be increased, without changing their ratios the one to the other, so that their summation equals 100 per cent. The revised exhibits shall be effective as of 8:00 a.m. on the first day of the calendar month in which the failure of title referred to in clause 1103 is finally determined.

ARTICLE XII

TRANSFER OF INTEREST

1201. Disposition

In this clause "disposition" means a sale, assignment, transfer, lease, sublease, conveyance, parting with possession, or any transaction of a similar nature, whether by trust or otherwise. A disposition of an interest owned by a Party in a Tract shall cover the whole or an undivided interest in the Party's interest in such Tract. A disposition shall not be binding on Unit Operator until the disposing party has given notice thereof to Unit Operator. Unit Operator shall revise the exhibits to reflect each disposition of an interest in a Tract and the revised exhibits shall be effective as of 8:00 a.m. on the first day of the calendar month next following the calendar month in which the notice is received by Unit Operator.

ARTICLE XIII

IN GENERAL

1301. Execution in Counterpart

This agreement may be executed in separate counterparts and all the executed counterparts together shall constitute one agreement.

1302. Dual Capacity

If a Party owns a Working Interest and a Royalty Interest, its execution of this agreement in one capacity shall also constitute execution in the other capacity.

1303. Subsequent Execution

An owner of an interest in a Tract who has not become a Party as of the date the Tract was included in the Unit Area under

Article V or IX, may become a Party with respect to that interest only on such terms and conditions as may be prescribed by the Working Interest Owners.

1304. No Partnership

The duties and obligations of the Parties shall be separate and not joint or collective. Nothing contained in this agreement shall be construed to create a partnership or association.

1305. Force Majeure

Neither Unit Operator nor any Party shall be deemed to be in default with respect to non-performance of its obligations hereunder, other than financial, if and so long as its non-performance is due, in whole or in part, to any cause beyond its reasonable control, but lack of funds shall not be a cause beyond a Party's reasonable control. The performance of such obligations shall begin or be resumed within a reasonable time after such cause has been removed. Neither this agreement nor any Lease or any other agreement or instrument relating to the Unitized Zone or Unitized Substances shall terminate by reason of suspension of unit operations for the cause set forth in this clause.

1306. Taxes

Each Party shall be separately liable to the extent of its ownership for all taxes on or with respect to the production or sale of Unitized Substances. A Working Interest Owner may, at any time and from time to time, pay such taxes on behalf of its Royalty Owner and deduct the amount of the payment from the Royalty Owner's royalty. Taxes on production or the value thereof shall be adjusted so that they are borne as if the basis of taxation was the allocation of Unitized Substances hereunder.

1307. Right of Redemption

A Working Interest Owner may, at any time and from time to time, with full rights of subrogation, redeem for its Royalty Owner any agreement for sale, mortgage, or other lien or encumbrance of any kind or nature affecting any interest in the Unit Area in the event of default of payment by the Royalty Owner and deduct the amount of any payment made hereunder from the Royalty Owner's royalty.

1308. Time of the Essence

Time is of the essence of this agreement.

1309. Interpretation

The clause headings in this agreement shall not be considered in interpreting the text.

1310. <u>Number and Gender</u>

In this agreement words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.

1311. <u>Time</u>

In this agreement all times are Mountain Standard Time.

ARTICLE XIV

QUALIFYING DATE AND EFFECTIVE DATE

1401. <u>Qualifying Date</u>

The Qualifying Date provided for herein shall be 8:00 a.m. on the first day following the date of:

(a) the qualification under clause 502 of Tracts having a combined Tract Participation of more than 75 per cent of the total final Tract Participation as originally set out in Exhibit "A"; and

(b) the filing of a copy of the form of this agreement and of the Unit Operating Agreement with the Conservation Board.

1402. <u>Effective Date</u>

Upon the Qualifying Date having occurred the unitization provided for herein shall become effective from and after the

Effective Date. As soon as possible after the Qualifying Date Unit Operator shall notify all Working Interest Owners, the Conservation Board and the Department of Mines and Minerals of the Effective Date and of the Tracts qualified as of the Effective Date, and each Working Interest Owner shall advise each of its Royalty Owners, excepting the Crown, of the Effective Date.

1403. Release of Parties

This agreement shall cease to bind the Parties if the Qualifying Date provided for herein has not occurred on or before the 31st day of January, 1968.

ARTICLE XV

TERM

1501. Effect of Execution and Delivery

Subject to clause 1403 this agreement is binding upon a person who executes and delivers 2 counterparts thereof to Unit Operator, and that person is bound by this agreement from and after the Effective Date. This agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the Parties, but if a proposed Tract is not included in the Unit Area under Article V, the parties owning interests therein

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

Royalty Owners grant Working Interest Owners a period of 6 months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within thirty 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

March 1, 2016
Date

ARC Resources Ltd.

Carla Kruschel

Carla Kruschel, Supervisor
Contracts and Land Administration

ADDRESS FOR SERVICE
ARC Resources Ltd.
1200, 308 – 4th Avenue S.W. Calgary,
Alberta T2P 0H7

This is the counterpart execution page of the
GHOST PINE UNIT – UNIT AGREEMENT

Ghost Pine Unit Agreement

IN WITNESS WHEREOF the Parties have executed this Agreement each on the date shown opposite its execution hereof.

DATE: DECEMBER 11, 2015

PINE CLIFF ENERGY LTD.

Per: ______________

Terry McNeill
Chief Operating Officer

Address for Service:
Pine Cliff Energy Ltd.
850, 1015 Fourth Street SW
Calgary, Alberta T2R 1J4

This is a counterpart execution page to the Ghost Pine Unit Agreement

Exec. p.
2015

shall be completely released from this agreement with respect to iit upon the expiration of 90 days after the Qualifying Date.

15.02 Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Lease and contracts.

15.03 Salvaging Equipment Upon Termination

Royalty owners grant Working Interest Owners a period of 6 months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in conjunction with unit operations.

15.04 Notice to Royalty Owners

The working interest owners shall give notice in accordance with their leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:	Compton Petroleum, by its managing partner, Compton Petroleum Corporation
Jan 1, 2005	

EXECUTION PAGE FOR THE UNIT AGREEMENT – GHOST PINE UNIT AGREEMENT

JI 50009

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged, or disposed of, or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement on the date shown opposite its execution hereof.

Date: April 1, 2004

3504131 CANADA LTD.

W.P. Olson
Vice President, Production

Address of Service:

2100, 555 – 4th Avenue SW
Calgary, AB T2P 3E7

Execution page to an Agreement entitled "Ghost Pine Unit Agreement".

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged, or disposed of, or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement on the date shown opposite its execution hereof.

MURPHY CANADA EXPLORATION COMPANY

Date: March 1, 2004

W.P. Olson
Vice President, Production

Address of Service:

2100, 555 – 4th Avenue SW
Calgary, AB T2P 3E7

Execution page to an Agreement entitled "Ghost Pine Unit Agreement".

JI 50009

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

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This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of, or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the parties have executed this Agreement each on the date shown opposite its execution thereof.

Date: July 17, 2003

PCC LIMITED PARTNERSHIP, by its
General Partner, PCC ENERGY CORP.

Greg Glenn, Land Manager

Address For Service:
3000, 333-7th Avenue SW
Calgary, Alberta
T2P 2Z1

Shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:
May 9, 1997

J.M. HUBER CANADA LIMITED

A.J. Lydyard
President

G. Follensbee
Secretary

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Compton 1998

Date:	COMPTON ENERGY INC.
February 1, 1999	
	KIM DAVIES V.P of Exploration

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

J. M. HUBER CORPORATION

Date: January 26, 1968

Lee I. Meador

Lee I. Meador, Vice-President

James B. Reed

JAMES B. REED Assistant Secretary

LEGAL APPROVED

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

GULF CANADA RESOURCES,
by its Managing Partner
GULF CANADA LIMITED

Date:

Sept 16/85

W G Russell
Vice-President

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

GULF CANADA CORPORATION

Date: ______________________

____
Vice-President

____

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: 84.5.18

DOME PETROLEUM LIMITED

VICE PRESIDENT

SECRETARY

DOME
Approved
Admin.
Land
Legal

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:

OLIVE WHITE GARVEY

By: [signature]
ROBERT D. COWDERY
ATTORNEY IN FACT

[signature]
Witness

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:

January 12, 1968

W. J. Goldston

W. J. Goldston

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:

GREAT PLAINS PETROLEUMS LIMITED

Financial Vice-President

SPECIAL PROJECTS MANAGER

APPROVED	
ACCT.	
LAND	
LEGAL	
PROD.	
EXPL.	

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:

[illegible] 15, [illegible]

[illegible] PRESIDENT

SECRETARY

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

HUSKY OIL CANADA LTD.

Date: 7 January 1968

M. J. Westall — [illegible] WESTALL, Vice-President

R. B. McClellan — [illegible], Assistant Secretary

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: JAN 8 1968

Mobil Oil Canada, Ltd.

Vice-President

Assistant Secretary

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

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This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

MONSANTO COMPANY

Date: January 9, 1969

[signature]
Attorney-in-Fact

Mary F. Lipscomb
Witness

MONSANTO OILS LTD.

[signature]
Assistant Secretary

J. W. Dowdin
Vice President

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

JOHN A. MOSL

Date: [illegible] 17, 1978

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

MURPHY OIL COMPANY LTD.

Date: January 19th 1968

VICE-PRESIDENT

ASSISTANT SECRETARY

APPROVED BY

LAND DEPT.

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: 17th Feb. 1968

MARY MARGUERITE O'REILLY

Mary Marguerite O'Reilly

[illegible] Witness

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

PACIFIC PETROLEUMS LTD.

Date:

ACCT.
EXPL.
LAN.
G.
SALES

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of t[illegible] Leases and contracts.

1503. Salvaging [illegible] Upon Termination

Royalty Owners grant Working Interest Owners a period of 6 months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: [illegible], 1968

PAN AMERICAN PETROLEUM CORPORATION

By [illegible]

ITS ATTORNEY IN FACT

[illegible]

Witness as to the signature of the Attorney in Fact for Pan American Petroleum Corporation

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

Royalty Owners grant Working Interest Owners a period of 6 months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:
Jan 6, 1968

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

PRAIRIE OIL EXPLORATION LTD.

Date: JAN 30 1963

Vice-President

Secretary

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

PRAIRIE OIL ROYALTIES COMPANY, LTD.

Date: JAN 12 1968

President

Asst. Secretary

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

SABRE PETROLEUMS LTD.

Date:

January 12, 1968

President.

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement; and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

Royalty Owners grant Working Interest Owners a period of 6 months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: January 3, 1968

Scotia Oils Limited

[signature]

President.

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: 11/20/78

SINCLAIR CANADA OIL COMPANY

VICE-PRESIDENT

S.C.O.C.

- 30 -

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: December 29, 1967

SUN OIL COMPANY

By: Lloyd E. Mullin, Jr.

Agent and Attorney-in-Fact

Witness

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: ______________________

E. F. Lewis VICE-PRESIDENT

James C McLaughlin ASS'T. SECRETARY

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

TRIAD OIL CO. LTD.

Date: JAN 15 1968

VICE PRESIDENT

SECRETARY TREASURER

APPROVED FOR EXECUTION (LEGAL)

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

TRIAD OIL MANITOBA LTD.

Date: JAN 15 1968

APPROVED FOR EXECUTION (LEGAL)

PRESIDENT

SECRETARY TREASURER

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: January 25, 1968

UNITED CANSO OIL & GAS LTD.

[illegible signature]

President

[illegible signature]

Director

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:

January 24, 1968

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

UNO-TEX PETROLEUM CORPORATION

Date: JAN 9 1968

VICE PRESIDENT

T. J. FLANAGAN
ASSISTANT SECRETARY

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

CANADIAN NATIONAL RAILWAY COMPANY

Date: January 23/66

Vice-President

ASSISTANT SECRETARY

APPROVED as to form only W. G. BOYD GENERAL COUNSEL

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: [illegible] — [signature]

Witness

January 10th 1983

[signature: Steve O. Galloway]

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:

GUARANTY TRUST COMPANY OF CANADA

Supervisor

JAN 2 9 1963

Advisory Board Member

AS TRUSTEE FOR JOSEPH NAKASKA #1 GRT
SE¼ 26-31-22 W4M

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: JAN 11 1968

Rosie Nakaska

Joseph Nakaska

GUARANTY TRUST COMPANY OF CANADA

Supervisor

Advisory Board Member

AS TRUSTEE FOR ROSIE NAKASKA #1 G.R.T.
SW¼ 26-31-22 W4M

JAN 29 1968

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: January 15, 1968

[signature] Witness

[signature] Lessor

1619 - 6 A St. N.W. Address

Calgary, Alberta.

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: Jan. 19, 1965

Louis A. Kebler, Secretary

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

THE GOVERNOR AND COMPANY OF ADVENTURERS OF ENGLAND TRADING INTO HUDSON'S BAY

Date:

24th January, 1968.

B.A. Browse

MEMBER CANADIAN COMMITTEE

SECRETARY, CANADIAN COMMITTEE

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

THE KNEE HILL COAL COMPANY, LIMITED,

Date: January 29, 1968

President

Stella M. McArthur

Secretary

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or, upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: JAN 17 1968

Deputy Minister of Mines and Minerals

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:

January 10, 1988. City of Rose

Linda McCallums
Witness

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: THE ROYAL TRUST COMPANY

Assistant Manager, Calgary Branch

Co-Signing Officer

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

SHELL CANADA LIMITED

Date:

J. C. EBBELS
ASSISTANT SECRETARY

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:
January 19th, 1968

SUFFOLK OIL & GAS LTD.

[signature]
President

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:

Mar. 21 1968

P. J. Timms

3640 - 6th St. S.W.
Calgary 6, Alta

WITNESS

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: January 22, 1968

ALBRUMAC OILS LTD.

Director

Director

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: 1/30/68

ALTANA EXPLORATION COMPANY

W W Talbott

VICE PRESIDENT

ASSISTANT SECRETARY

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

AMERADA PETROLEUM CORPORATION,

Date: January 8, 1968

J. W. Clampitt
Its Attorney in Fact,
& Manager for Canada

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

AMISK OIL CO. LTD.

Date: Jan. 3, 1968

SECRETARY

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

Royalty Owners grant Working Interest Owners a period of 6 months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Anglo American Corporation of Canada Exploration Limited

Date:

2nd January, 1968

[signature] Director

[signature] Vice President

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: JAN 10 1968

WHITEHALL CANADIAN OILS LTD.

Vernon Van Sant Jr. Executive Vice-President

Assistant Secretary

Date: JAN 10 1968

CANADIAN TRICENTROL OILS LTD.
by its sole and exclusive agent,
WHITEHALL CANADIAN OILS LTD.

Vice-President

Assistant Secretary

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

WESTERN DECALTA PETROLEUM LIMITED

Date: January 29/68

Vice President

Secretary-Treasurer

THE PETROL OIL & GAS COMPANY, LIMITED

Vice President

Secretary-Treasurer

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: Jan 10 1968

ABILENE OIL ENTERPRISES LTD.

J. A. McCutcheon Pres

[illegible] McCutcheon Sec

mpletely released from this agreement with respect to it
piration of 90 days after the Qualifying Date.

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his agreement terminates 90 days after all wells for the of Unitized Substances in the Unit Area have been abandoned, disposed of or upon the termination of the Unit Operating and thereafter the Parties shall be governed by the terms ons of their Leases and contracts.

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oyalty Owners grant Working Interest Owners a period of ter termination of this agreement in which to salvage, ibute or otherwise dispose of the personal property and used in connection with unit operations.

otice to Royalty Owners

'he Working Interest Owners shall give notice in accordance Leases to their respective Royalty Owners of the termination eement within 30 days thereafter.

N WITNESS WHEREOF the Parties have executed this agreement date shown opposite its execution hereof.

6. 27, 1968 x Paul G. Benedum
PAUL G. BENEDUM

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Unit Operating
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PRESIDENT

SECRETARY

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: JANUARY 18, 1968

WITNESS.

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:

January 11/62

Joan A. Travers

/ in Fact for

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

ACCT.	
EXPL.	
LAW	
PROD.	
MFG.	
SALES	

BAILEY SELBURN OIL & GAS LTD.

Date: ______________________

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:

January 12, 1968 BRALORNE OIL & GAS LIMITED

President

Director

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

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IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

By its Attorney

Date:

E J Gallagher

Edward J. Gallagher
Vice-President

W. G. McKenzie
Witness

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

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IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

CANADIAN INDUSTRIAL GAS & OIL LTD.

Date:

JAN 12 1968

Vice-President

Secretary

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

CANADIAN SUPERIOR OIL LTD.

Date:

January 12 1965

Vice-President

Assistant Secretary

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Canadian Western Natural Gas Company, Limited

Date: January 3, 1975

EXECUTIVE VICE PRESIDENT

APPROVED C.W.N.G.

SECRETARY

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: January 9 1968

CEGO Minerals Limited

Vice President

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged, or disposed of, or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement on the date shown opposite its execution hereof.

MURPHY OIL CANADA
By Its Managing Partner
Murphy Oil Company Ltd.

Date: October 28, 2003

W.P. Olson
Vice President, Production

Address of Service:
Murphy Oil Canada
By its Managing Partner,
Murphy Oil Company Ltd.
2100, 555 – 4th Avenue SW
Calgary, AB T2P 3E7

Execution page to an Agreement entitled "Ghost Pine Unit Agreement".

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: Jan 25, 1968

Chieftain Oil Company Limited

Executive Vice President

Secretary Treasurer

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

Royalty Owners grant Working Interest Owners a period of 6 months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: CENTRAL-DEL RIO OILS LIMITED

January 15, 1969

VICE PRES. ADMINISTRATION

SECRETARY

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

CHEVRON STANDARD LIMITED

Date: January 9, 1968

PRESIDENT

VICE PRESIDENT

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date:

January 8, 1968 ____ Kathleen Christie

Signed in the presence) ____ Albert Christie
Witness

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

DOME PETROLEUM LIMITED

Date:

January 2, 1967

Vice-President

Treasurer

PROVO GAS PRODUCERS LIMITED

Vice-President

Treasurer

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Sälvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

CALPINE NATURAL GAS L.P., by its Managing Partner, Calpine Natural Gas Limited

Date: October 15, 2003

Per: Art MacNichol

Art MacNichol
V.P., Finance & C.F.O.

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged, or disposed of, or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners a period of 6 months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement on the date shown opposite its execution hereof.

PENGROWTH ENERGY PARTNERSHIP
By Its General Partner
PENGROWTH CORPORATION

DATE: June 1, 2004

Lynn Kis
Lynn Kis
Vice-President, Engineering

Address: Petro-Canada Centre – East Tower
#2900, 111 Fifth Avenue SW
Calgary, AB T2P 3Y6

FAX #: (403) 233-7006

Execution page to an Agreement entitled "Ghost Pine Unit Agreement".

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

15.02 Termination

This agreement terminates ninety (90) days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

15.03 Salvaging Equipment Upon Termination

Royalty Owners grant the Working Interest Owners a period of 6 months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

15.04 Notice to Royalty Owners

The working interest owners shall give notice to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Stellar Resources Limited

Per:

DATE: December 31, 2008

Neil Walliser,
Manager, Joint Ventures

Address for Service
2100, 222 - 3rd Avenue S.W.
Calgary, Alberta
T2P 0B4

This is the Execution Page of the Unit Agreement of the Ghost Pine Unit

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged, or disposed of, or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement on the date shown opposite its execution hereof.

MURPHY OIL CANADA
By Its Managing Partner
Murphy Oil Company Ltd.

Date: October 28, 2003

W.P. Olson
Vice President, Production

Address of Service:
Murphy Oil Canada
By its Managing Partner,
Murphy Oil Company Ltd.
2100, 555 – 4th Avenue SW
Calgary, AB T2P 3E7

Execution page to an Agreement entitled "Ghost Pine Unit Agreement".

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within thirty 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

ARC RESOURCES GENERAL PARTNERSHIP
By its managing partner
ARC RESOURCES LTD.

January 1, 2011
Date:

William Sawchuk, Manager, Joint Venture

Address for Service

1200, 308 – 4th Avenue S.W.
Calgary, Alberta
T2P 0H7

This is the counterpart execution page of the
GHOST PINE UNIT – UNIT AGREEMENT

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

Royalty Owners grant the Working Interest Owners the right for a period of 6 months after termination of this agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

ENERPLUS PARTNERSHIP, by its
managing partner Enerplus Corporation

Tim Reimer

Date: JANUARY 1, 2011

Tim Reimer, Manager
Joint Interest

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged, or disposed of, or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF each of the Parties has executed this Agreement on the date shown opposite its name hereunder.

DATE: January 31, 2012

MIDLAND RESOURCES INC.

Arlo Beck
Consultant

ADDRESS FOR SERVICE:

1414, 510 – 5th Street SW
Calgary, AB
T2P 3S2

This is the execution page of the Unit Agreement – Ghost Pine Unit dated November 6, 1967.
Harvest file: UA 0035

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within 30 days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Enerplus Corporation

Tim Reimer

Date: JANUARY 1, 2013

Tim Reimer, Manager
Joint Interest

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This Agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged, or disposed of, or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

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1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this Agreement within thirty 30 days.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date shown opposite its execution hereof.

Date: November 28, 2013

COMPTON RESOURCE PARTNERSHIP

Floyd Krukoff
Vice President, Engineering

Address for Service:

Compton Resource Partnership
400, 1035 – 7th Avenue SW
Calgary, Alberta
T2P 3E9

ConocoPhillips Canada Resources Corp.
DEC 1 2 2013
Joint Interest

Execution Page to the Ghhost Pine Unit
Unit Agreement

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This Agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged, or disposed of, or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners a period of 6 months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this Agreement within thirty 30 days.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date shown opposite its execution hereof.

Date: January 13, 2014

COMPTON RESOURCE PARTNERSHIP,
a general partnership by it's Managing Partner,
COMPTON PETROLEUM CORPORATION

Floyd Krukoff
Vice President, Engineering

Address for Service:

Compton Resource Partnership
c/o Compton Petroleum Corporation
400, 1035 – 7th Avenue SW
Calgary, Alberta
T2P 3E9

Execution Page to the Ghhost Pine Unit
Unit Agreement

shall be completely released from this agreement with respect to it upon the expiration of 90 days after the Qualifying Date.

1502. Termination

This Agreement terminates 90 days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged, or disposed of, or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and contracts.

1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners a period of 6 months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this Agreement within thirty 30 days.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date shown opposite its execution hereof.

Date: March 12, 2014

MFC RESOURCE PARTNERSHIP,
a general partnership by it's Managing Partner,
MFC ENERGY CORPORATION

Floyd Krukoff

Vice President, Engineering

Address for Service:

MFC Resource Partnership
400, 1035 – 7th Avenue SW
Calgary, Alberta
T2P 3E9

Execution Page to the Ghhost Pine Unit
Unit Agreement

THE FOLLOWING COMPRISES SCHEDULE "C" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 28, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and DAVILIN ENERGY CORP.

Preferential Purchase Rights

Agreement C00324 in favour of Pine Cliff Energy

THE FOLLOWING COMPRISES SCHEDULE "D" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 28, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and DAVILIN ENERGY CORP.

THIS GENERAL CONVEYANCE made as of this _____ day of _______________, 2018.

BETWEEN:

> **GRANT THORNTON LIMITED**, in its capacity as the receiver of **LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP**, and not in its personal or corporate capacity (hereinafter referred to as "**Vendor**")

- and -

> **DAVILIN ENERGY CORP.**, a corporation incorporated under the laws of Alberta (hereinafter referred to as "**Purchaser**")

WHEREAS pursuant to an order of the Honourable Justice P.R. Jeffrey of the Alberta Court of Queen's Bench dated March 20, 2017 under Court Action Number 1701-03460, Grant Thornton Limited was appointed as the receiver and manager of the assets, undertaking and property of LEXIN RESOURCES LTD., 1051393 B.C. Ltd., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. and LR PROCESSING PARTNERSHIP;

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

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

1. Definitions

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

> "**Purchase Agreement**" means that Asset Purchase Agreement dated March 28, 2018 between Grant Thornton Limited, solely in its capacity as the receiver and manager of the assets, undertaking and property of LEXIN RESOURCES LTD., 1051393 B.C. Ltd., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. and LR PROCESSING PARTNERSHIP, and not in its personal capacity, as Vendor, and DAVILIN ENERGY CORP., as Purchaser.

2. Conveyance

Pursuant to and for the consideration provided for in the Purchase Agreement, Vendor hereby sells, assigns, transfers, conveys and sets over to Purchaser the entire right, title, estate and interest of Lexin in and to the Assets, to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom.

3. Subordinate Document

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

4. No Merger

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

5. Governing Law

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

6. Enurement

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

7. Further Assurances

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

8. Counterpart Execution

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

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

GRANT THORNTON LIMITED, solely in its capacity as the receiver and manager of the assets, undertaking and property 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: Andrew Basi
Title: Senior Vice-President

DAVILIN ENERGY CORP.

Per: ______________________________
Name: Don Brown
Title: Director

THE FOLLOWING COMPRISES SCHEDULE "E" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 28, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and DAVILIN ENERGY CORP.

[VENDOR'S][PURCHASER'S] OFFICER'S CERTIFICATE

TO: [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")]

RE: Asset Purchase Agreement dated March 28, 2018 between Vendor and Purchaser (the "Agreement")

Unless otherwise defined herein, the definitions provided for in the Agreement are adopted in this certificate (the "Certificate").

I, [Name], [Position] of [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")] hereby certify that as of the date of this Certificate:

1. Each of the covenants, representations and warranties of the [Vendor][Purchaser] contained in Article 4 of the Agreement were true and correct in all material respects when made and remain true and correct in all material respects up to the Closing Time.

2. All obligations of [Vendor] [Purchaser] contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.

3. This Certificate is made for and on behalf of the [Vendor] [Purchaser] and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.

4. This Certificate is made with full knowledge that the [Vendor] [Purchaser] is relying on the same for the Closing of the Transaction.

IN WITNESS WHEREOF I have executed this Certificate this ___ day of ____________, 2018.

[Name of Vendor/Purchaser]

Per: ______________________________
Name:
Title:

THE FOLLOWING COMPRISES SCHEDULE "F" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 28, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and DAVILIN ENERGY CORP.

COURT ORDER

	Clerk's Stamp

COURT FILE NUMBER	**1701-03460**
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 & VESTING ORDER**

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) 232-9774/9715 Facsimile: (403) 266-1395 Email: rgurofsky@blg.com File No. 547730/000021

DATE ON WHICH ORDER WAS PRONOUNCED: ________________________________

NAME OF JUSTICE WHO MADE THE ORDER: _________________________________

LOCATION OF HEARING: Calgary, Alberta

UPON the application of Grant Thornton Limited, in its capacity as the court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Lexin Resources Ltd. (formerly MFC Energy Corporation, formerly Compton Petroleum Corporation), 1051393 B.C. Ltd., 0989 Resource Partnership (formerly MFC Resource Partnership, formerly Compton Resource Partnership), LR Processing Ltd. and LR Processing Partnership (collectively the "**Debtors**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the Purchase and Sale Agreement (the "**PSA**") between the Receiver as vendor (the "**Vendor**") on behalf of the Debtors, and ● (the "**Purchaser**"), made as of ●, 2018, a copy of which is appended to the Confidential Supplement to the ● Report of the Receiver dated ●, 2018 (the "**Confidential Report**"); **AND UPON** having read the Application, the ● Report of the Receiver dated _____, 2018 and the Confidential Report, the Affidavit of Service of ● dated ●, 2018, filed (the "**Service Affidavit**"), and the pleadings and proceedings filed herein, including the Receivership Order granted on March 20, 2017 and the Expanded Receivership Order granted on June 13, 2017 (together the "**Receivership Orders**"); **AND UPON** hearing counsel for the Receiver, the Purchaser, the Alberta Energy Regulator, and any other interested party appearing at the Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of notice of this Application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is hereby declared to be good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.

Capitalized Terms

2. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the PSA.

Actions of the Receiver

3. The actions taken by the Receiver to date, and in particular the actions of the Receiver regarding the sale of the Purchased Assets, as reported in the ● Report, and the Confidential Report, are hereby approved and ratified.

Approval of the PSA and the Transaction

4. The Transaction and the PSA are commercially reasonable and in the best interests of the Debtors and their stakeholders. The Transaction is hereby approved and the execution of the PSA by the Receiver is hereby ratified and approved, and the Receiver is authorized and directed to take such additional steps and execute such additional documents and make such minor amendments to the PSA as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

Vesting of Property

5. Upon the delivery of a Receiver's Certificate to the Purchaser (or its nominee), substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets as described in the PSA including those listed on **Schedule "B"** hereto shall vest absolutely in the Purchaser (or its nominee), as contemplated by the PSA, free and clear of and from any and all security interests (whether contractual, statutory, registered or otherwise), hypothecs, caveats, interests, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens (whether contractual, statutory, or otherwise), encumbrances, executions, levies, charges (whether contractual, statutory, or otherwise), or other financial or monetary claims, assignments, actions, taxes (whether contractual, statutory, or otherwise), judgments, writs of execution, options, agreements, disputes, debts, debentures, easements, covenants, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of the Debtors, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, registered or otherwise and whether by payment, set off or otherwise, whether liquidated, unliquidated or contingent (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

a) any encumbrances or charges created by the Receivership Orders;

b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) (the "**PPSA**"), or any other personal property registry system; and

c) those Claims listed on **Part A - 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 on **Part B - Schedule "C"** (the "**Permitted Encumbrances**"); and

d) any Claims associated with the Permitted Encumbrances prior to the Effective Date.

and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets and all charges, security interests or Claims evidenced by registrations pursuant to the PPSA, are hereby expunged, ordered removed and otherwise unconditionally discharged and terminated as against the Purchased Assets.

6. Upon delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the appropriate government authorities are hereby authorized, requested and directed to accept delivery of such Receiver's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges, discharge statements of conveyances, as may be required to convey clear title to the Purchased Assets to the Purchaser subject only to the Permitted Encumbrances. Without limiting the foregoing, the Registrar of the Personal Property Registry (Alberta) (the "**AB PPR Registrar**") shall and is hereby directed to cancel and discharge those Claims and Encumbrances, if any, other than the Permitted Encumbrances, registered against the estate or interest of the Debtor in and to the Purchased Assets.

7. The AB PPR Registrar is expressly authorized and directed to include in the discharges of the Encumbrances described above, all encumbrances registered after the date the Receivership Orders were respectively granted.

8. In order to effect the discharges and transfers described above, this Court directs the AB PPR Registrar to take such steps as are necessary to give effect to the terms of this Order and the PSA authorized herein. Presentment of this Order and the Receiver's Certificate shall be the sole and sufficient authority of the AB PPR Registrar to make and register the said transfers and cancel and discharge the registrations of any Claims and Encumbrances against the Purchased Assets.

9. The Receiver is hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges and the registrars and all other persons in control or otherwise supervising such offices of registration or recording shall forthwith remove and discharge all such registrations. For greater certainty, and without limiting the generality of the foregoing, the Emission Registry is hereby directed to accept all of the Affidavits of Corporate Signing Authority

submitted by the Receiver, in its capacity as Receiver of the Debtors and not in its personal capacity, and to register the transfers, assignments and conveyances contemplated by the PSA immediately.

10. No authorization or approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the PSA, other than the authorizations, approvals or exemptions from requirements therefor previously obtained and currently in force.

11. This Order shall be registered by the Emission Registry notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

12. For the purposes of determining the nature and priority of Claims, the net proceeds from the 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 and from and after the delivery of the Receiver's Certificate any encumbrances or charges created by the Receivership Orders and all Claims and Encumbrances shall not attach to and shall cease to be attached to, encumber or otherwise form a charge, security interest, lien, builders' lien, or a Claim against the Purchased Assets and shall attach to the net proceeds from the 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. The Receiver shall not make any distributions to creditors from the net proceeds from the sale of the Purchased Assets without further order of this Court.

13. Except as provided for in the PSA, the Purchaser (or its nominee) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Vendor or the Debtors and the Purchaser (or its nominee) shall not be deemed a successor or assignee of or to the Debtors or any of their affiliates for any Claims of any kind or nature whatsoever against the Debtors or any of their affiliates or in the Purchased Assets.

14. Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors 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 the 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 Claim 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).

15. 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 Debtors or any person claiming by, through or against the Debtors.

16. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver, Vendor, or the Debtors.

17. The Receiver is directed to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).

Sealing Order

18. The Confidential Report shall be sealed on the Court file, kept confidential and not form part of the public record. The Clerk of the Court shall file the Confidential Report in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE RECEIVER'S ● REPORT, DATED ●, 2018, FILED IN COURT FILE NO. 1701-03460, WHICH SHALL BE SEALED FOR A PERIOD OF THREE (3) MONTHS FOLLOWING THE DISCHARGE OF THE RECEIVER, PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE JUSTICE ● ON ●, 2018, AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY ACCESSIBLE.

19. The Receiver is empowered and authorized, but not directed, to provide the Confidential Report (or any portion thereof, or information contained therein) to any interested party, entity or person that the Receiver considers reasonable in the circumstances, subject to confidentiality arrangements satisfactory to the Receiver.

20. Leave is hereby granted to any person or party affected by this Order to apply to this Honourable Court for a further order modifying or varying the terms of this Order, with such Application to be brought on no less than 7 days' notice to the Receiver and any other affected party pursuant to the Alberta Rules of Court.

Miscellaneous Matters

21. Notwithstanding:

    a) the pendency of these proceedings and the 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 Debtors, and any bankruptcy order issued pursuant to any such applications;

    c) any assignment in bankruptcy made in respect of the Debtors; 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 Debtors and shall not be void or voidable by creditors of the Debtors, 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.

22. 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.

23. 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, 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.

24. Service of this Order shall be deemed good and sufficient by serving the same on:

a) the persons listed on the service list (attached as Schedule "A" to the Application); and

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

25. No other persons are entitle to be served with a copy of this Order.

26. Service of this Order shall be deemed good and sufficient regardless of whether service is effected by PDF copy attached to email, facsimile, courier, personal deliver or ordinary mail.

____

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A" FORM OF RECEIVER'S CERTIFICATE

COURT FILE NUMBER	**1701-03460**
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 3rd Ave. S.W. Calgary, AB T2P 0R3 Telephone: (403) 232-9774/9715 Facsimile: (403) 266-1395 Email: rgurofsky@blg.com File No. 547730/000021

RECITALS:

A. Pursuant to an Order of the Honourable Justice P.R. Jeffrey of the Court of Queen's Bench of Alberta (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. ("**Lexin**").

B. Pursuant to an Order of the Honourable Justice K.M. Eidsvik of the Court dated June 13, 2017, the Receiver was appointed receiver of the undertaking, property and assets of 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership (collectively with Lexin the "**Debtors**").

C. Pursuant to an Order of the Court dated ●, 2018, the Court approved the agreement of purchase and sale (the "**Sale Agreement**") made between the Receiver and ● (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets as defined in the Sale Agreement, which vesting is to be effective upon the delivery by the Receiver to the Purchaser of a certificate confirming:

i. the payment by the Purchaser of the net Purchase Price for the Purchased Assets; and

ii. the Transaction contemplated pursuant to the Sale Agreement has been completed to the satisfaction of the Receiver, subject only to the post-closing obligations provided for in the Sale Agreement.

D. Unless otherwise indicated herein, capitalized terms not otherwise defined have the meaning attributed to them in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the net Purchase Price for the Purchased Assets, payable at Closing pursuant to the Sale Agreement;

2. Any conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and/or the Purchaser where applicable; and

3. The Transaction contemplated by the Sale Agreement has been completed, subject to the post-closing obligations provided for therein.

This Certificate was delivered by the Receiver at Calgary, Alberta on ●, 2018.

GRANT THORNTON LIMITED in its capacity as court appointed receiver of the assets, undertakings and properties of LEXIN RESOURCES LIMITED, 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. and LR PROCESSING PARTNERSHIP, and not in its personal or corporate capacity.

Per: ______________________________________

Andrew Basi, CPA, CA, CIRP, LIT

Senior Vice President

SCHEDULE “B”

PURCHASED ASSETS

SCHEDULE "C"

ENCUMBRANCES AND CLAIMS

Part A – Non-Permitted Encumbrances

Part B – Permitted Encumbrances

THE FOLLOWING COMPRISES SCHEDULE "G" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 28, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and DAVILIN ENERGY CORP.

OUTSTANDING AFE's

None

THE FOLLOWING COMPRISES SCHEDULE "H" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 28, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and DAVILIN ENERGY CORP.

EXCLUDED LICENCES

Any and all well, facility and pipeline licenses issued to Lexin Resources Ltd. by the Regulator

THE FOLLOWING COMPRISES SCHEDULE "I" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 28, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and DAVILIN ENERGY CORP.

EXCLUDED ASSETS

Not applicable

Lexin Resources Ltd. - Wells for Partial Discharge

	UWI	Surface HoleLocation	LicenseNumber
1	100/07-19-007-07W4	100071900707W400	109476
2	100/11-26-082-12W4	100122608212W400	248128
3	100/02-31-077-14W4	100023107714W400	300767
4	100/07-13-014-15W4	100071301415W400	206187
5	100/10-12-079-15W4	100101207915W400	231616
6	100/02-01-081-15W4	100020108115W400	220320
7	100/07-10-016-16W4	100071001616W400	156639
8	100/09-15-016-16W4	100091501616W400	191134
9	100/14-19-016-16W4	100141901616W400	315014
10	102/06-22-016-16W4	102062201616W400	247440
11	100/13-23-016-16W4	100132301616W400	259958
12	100/12-24-016-16W4	100122401616W400	191674
13	100/05-30-016-16W4	100053001616W400	310259
14	100/07-35-016-16W4	100013501616W400	256113
15	100/01-36-014-17W4	100013601417W400	256194
16	100/06-36-014-17W4	100063601417W402	244909
17	100/16-36-014-17W4	100133101416W400	312965
18	100/10-15-016-17W4	100101501617W400	254257
19	100/01-21-016-17W4	100012101617W400	345670
20	102/10-21-016-17W4	102102101617W400	238514
21	102/11-23-016-17W4	102112301617W400	243379
22	100/04-24-016-17W4	100042401617W400	359022
23	102/04-24-016-17W4	102042401617W400	364581
24	102/07-24-016-17W4	102072401617W400	254250
25	100/11-24-016-17W4	100142401617W400	310298
26	100/09-25-016-17W4	100092501617W400	325447
27	100/12-26-016-17W4	100122601617W400	334748
28	102/08-27-016-17W4	102082701617W400	310261
29	100/13-08-020-19W4	100110802019W400	155741
30	100/13-19-034-20W4	100131903420W402	274255
31	102/12-09-035-20W4	102120903520W400	275332
32	100/06-28-011-21W4	100062801121W400	94185
33	100/06-32-011-21W4	100063201121W400	88459
34	102/07-07-017-21W4	100080701721W400	359320
35	100/10-20-017-21W4	100052101721W400	335202
36	100/06-31-017-21W4	100162501722W400	331292
37	100/01-08-018-21W4	100010801821W400	310837
38	100/02-09-018-21W4	100020901821W400	379331
39	100/01-33-019-21W4	100013301921W400	142972
40	100/04-34-019-21W4	100043401921W400	150242
41	100/12-13-037-21W4	100121303721W400	176987
42	100/02-14-037-21W4	100021403721W402	193397
43	100/04-17-001-22W4	100041700122W400	358886
44	100/15-25-011-22W4	100152501122W400	223121
45	100/02-17-014-22W4	100021701422W400	328975
46	100/02-27-014-22W4	100022701422W400	328999
47	100/14-06-016-22W4	100140601622W400	287639
48	100/07-30-016-22W4	100073001622W402	304965
49	100/16-09-017-22W4	100160901722W400	184917
50	100/14-17-017-22W4	100131701722W400	270664
51	102/14-17-017-22W4	102141701722W400	311092
52	100/09-23-017-22W4	100092301722W400	326988
53	100/12-34-017-22W4	100123401722W400	335083
54	100/02-11-018-22W4	100021101822W400	364233
55	100/16-36-018-22W4	100163601822W402	302618

Lexin Resources Ltd. - Wells for Partial Discharge

	UWI	Surface HoleLocation	LicenseNumber
56	*100/04-05-019-22W4*	100040501922W400	293086
57	*100/06-11-036-22W4*	100061103622W400	189122
58	*100/16-09-002-23W4*	100160900223W400	357233
59	*100/01-19-002-23W4*	100081900223W400	356454
60	*100/13-29-002-23W4*	100132900223W400	357503
61	*100/11-31-002-23W4*	100113100223W400	356455
62	*100/02-26-014-23W4*	100022601423W400	354569
63	*100/09-34-014-23W4*	100093401423W400	364100
64	*100/10-18-015-23W4*	100101801523W400	344037
65	*100/07-23-015-23W4*	100072301523W400	343424
66	*100/14-32-015-23W4*	100143201523W400	303260
67	*100/02-12-016-23W4*	100021201623W400	395645
68	*100/03-25-016-23W4*	100032501623W400	357538
69	*100/04-01-017-23W4*	100040101723W400	285560
70	*100/11-01-017-23W4*	100110101723W400	397778
71	*100/07-03-017-23W4*	100070301723W400	367290
72	*100/14-04-017-23W4*	100140401723W400	337893
73	*100/09-08-017-23W4*	100090801723W400	337639
74	*102/06-02-018-23W4*	102060201823W400	292133
75	*100/10-06-018-23W4*	100090601823W400	311638
76	*100/01-25-018-23W4*	100162501823W400	448072
77	*102/11-28-018-23W4*	102112801823W400	355613
78	*100/10-35-019-23W4*	100103501923W400	381353
79	*100/16-35-019-23W4*	100163501923W400	124660
80	*100/07-01-031-23W4*	100070103123W400	209552
81	*100/10-02-042-23W4*	100100204223W400	166871
82	*100/01-01-059-23W4*	100010105923W400	322307
83	*100/14-20-060-23W4*	100142006023W400	180768
84	*100/06-12-011-24W4*	100031201124W400	390757
85	*100/02-28-011-24W4*	100022801124W400	358361
86	*100/02-10-014-24W4*	100021001424W400	355473
87	*100/16-14-014-24W4*	100161401424W400	257046
88	*100/10-17-014-24W4*	100101701424W400	400467
89	*100/14-18-014-24W4*	100141801424W400	350491
90	*100/07-19-014-24W4*	100021901424W400	401067
91	*100/15-20-014-24W4*	100152001424W400	354562
92	*102/11-30-014-24W4*	102113001424W400	340845
93	*100/15-31-014-24W4*	100153101424W400	400879
94	*100/10-32-014-24W4*	100103201424W400	355789
95	*102/12-03-015-24W4*	102120301524W400	358248
96	*100/06-04-015-24W4*	100060401524W402	291888
97	*100/16-06-015-24W4*	100160601524W400	342113
98	*100/08-09-015-24W4*	100080901524W400	385098
99	*102/08-10-015-24W4*	102081001524W400	343209
100	*100/14-10-015-24W4*	100141001524W403	307372
101	*100/08-16-015-24W4*	100081601524W400	295928
102	*100/09-20-015-24W4*	100092001524W400	347650
103	*100/11-21-015-24W4*	100112101524W400	358411
104	*100/13-22-015-24W4*	100132201524W400	347281
105	*100/04-28-015-24W4*	100042801524W400	349894
106	*100/05-29-015-24W4*	100052901524W400	343619
107	*100/16-30-015-24W4*	100013101524W400	338349
108	*100/08-32-015-24W4*	100093201524W400	240936
109	*100/15-34-015-24W4*	100153401524W400	355728
110	*100/08-02-017-24W4*	100080201724W400	307485

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	UWI	Surface HoleLocation	LicenseNumber
111	*100/12-05-018-24W4*	100120501824W400	300551
112	*100/15-07-018-24W4*	100150701824W400	312857
113	*100/09-09-018-24W4*	100090901824W400	305482
114	*100/04-10-018-24W4*	100041001824W400	384075
115	*100/07-10-018-24W4*	100071001824W400	419301
116	*100/13-10-018-24W4*	100121001824W400	258727
117	*100/04-11-018-24W4*	100041101824W400	312492
118	*100/13-11-018-24W4*	100121101824W400	384076
119	*102/07-14-018-24W4*	102071401824W400	304582
120	*100/07-15-018-24W4*	100071501824W400	301549
121	*100/06-16-018-24W4*	100061601824W400	317473
122	*100/14-17-018-24W4*	100131701824W400	384072
123	*100/15-18-018-24W4*	100151801824W400	312674
124	*100/08-20-018-24W4*	100082001824W400	201838
125	*100/08-20-018-24W4*	100082001824W402	306464
126	*100/10-21-018-24W4*	100102101824W400	300641
127	*100/12-21-018-24W4*	100052101824W400	395831
128	*100/12-24-018-24W4*	100082301824W400	306314
129	*100/01-26-018-24W4*	100012601824W400	300517
130	*100/16-26-018-24W4*	100162601824W400	336377
131	*100/16-27-018-24W4*	100162701824W400	335689
132	*100/11-28-018-24W4*	100112801824W400	317780
133	*100/16-29-018-24W4*	100162901824W400	288673
134	*100/06-31-018-24W4*	100063101824W400	334662
135	*100/08-31-018-24W4*	100083101824W400	288379
136	*100/12-31-018-24W4*	100133101824W400	384849
137	*100/14-31-018-24W4*	100143101824W400	384175
138	*100/06-33-018-24W4*	100063301824W400	301289
139	*100/15-33-018-24W4*	100153301824W400	371874
140	*100/07-34-018-24W4*	100073401824W400	316695
141	*100/01-35-018-24W4*	100013501824W400	372654
142	*102/05-35-018-24W4*	102053501824W400	354827
143	*102/10-35-018-24W4*	100153501824W400	303153
144	*100/10-05-019-24W4*	100100501924W400	336567
145	*100/12-05-019-24W4*	100120501924W400	397210
146	*102/14-05-019-24W4*	100110501924W400	354320
147	*100/02-10-019-24W4*	100071001924W400	358477
148	*100/10-10-019-24W4*	100101001924W400	258526
149	*100/01-11-019-24W4*	100011101924W400	360401
150	*100/06-11-019-24W4*	100061101924W400	360440
151	*100/07-11-019-24W4*	100071101924W400	258942
152	*100/14-11-019-24W4*	100141101924W400	358888
153	*100/08-13-019-24W4*	100021301924W400	436263
154	*100/05-33-019-24W4*	100053301924W400	345247
155	*100/13-33-019-24W4*	100123301924W400	399512
156	*100/05-05-020-24W4*	100050502024W400	396159
157	*100/06-17-020-24W4*	100061702024W400	388937
158	*100/11-17-020-24W4*	100111702024W400	390926
159	*100/02-18-008-25W4*	100021800825W402	303641
160	*102/08-22-010-25W4*	102082201025W400	350475
161	*100/10-27-011-25W4*	100102701125W400	371050
162	*100/02-04-012-25W4*	100020401225W400	374944
163	*100/06-06-013-25W4*	100060601325W400	171651
164	*100/07-25-014-25W4*	100022501425W400	357692
165	*100/16-28-014-25W4*	100162801425W400	366926

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	UWI	Surface HoleLocation	LicenseNumber
166	*100/14-32-014-25W4*	100143201425W400	354278
167	*100/16-33-014-25W4*	100163301425W400	362175
168	*100/01-34-014-25W4*	100013401425W400	353158
169	*100/11-34-014-25W4*	100113401425W400	393356
170	*100/14-34-014-25W4*	100143401425W400	385743
171	*100/01-35-014-25W4*	100013501425W400	359471
172	*100/14-35-014-25W4*	100143501425W400	392340
173	*100/13-36-014-25W4*	100133601425W400	373604
174	*100/12-09-016-25W4*	100120901625W400	364810
175	*100/05-01-017-25W4*	100050101725W400	223588
176	*100/15-01-017-25W4*	100150101725W400	383792
177	*100/07-07-017-25W4*	100070701725W400	339579
178	*100/05-19-017-25W4*	100051901725W400	338296
179	*100/13-19-017-25W4*	100131901725W400	252411
180	*100/14-19-017-25W4*	100151901725W400	383330
181	*100/01-20-017-25W4*	100012001725W400	227331
182	*100/10-20-017-25W4*	100102001725W400	383300
183	*100/11-20-017-25W4*	100112001725W400	382529
184	*100/16-20-017-25W4*	100162001725W400	383181
185	*100/05-22-017-25W4*	100052201725W400	381199
186	*100/10-22-017-25W4*	100102201725W400	380407
187	*100/16-22-017-25W4*	100162201725W400	345156
188	*100/02-31-017-25W4*	100023101725W400	278811
189	*100/16-31-017-25W4*	100163101725W400	251515
190	*102/10-33-017-25W4*	102103301725W400	253027
191	*100/16-33-017-25W4*	100010401825W400	361587
192	*100/11-36-017-25W4*	100113601725W400	379739
193	*100/07-03-018-25W4*	100070301825W400	360456
194	*100/09-03-018-25W4*	100090301825W400	329497
195	*100/12-03-018-25W4*	100120301825W400	310471
196	*100/06-05-018-25W4*	100060501825W400	330444
197	*100/07-05-018-25W4*	100070501825W400	378800
198	*100/10-05-018-25W4*	100100501825W400	361223
199	*100/16-05-018-25W4*	100160501825W400	242690
200	*100/01-07-018-25W4*	100010701825W400	331775
201	*100/07-07-018-25W4*	100070701825W400	380530
202	*100/09-07-018-25W4*	100100701825W400	380532
203	*100/16-07-018-25W4*	100160701825W400	236585
204	*100/08-13-018-25W4*	100081301825W400	380266
205	*100/14-13-018-25W4*	100141301825W400	95414
206	*100/01-17-018-25W4*	100011701825W400	310459
207	*100/09-17-018-25W4*	100091701825W400	379281
208	*100/10-17-018-25W4*	100101701825W400	379290
209	*100/14-17-018-25W4*	100141701825W400	200491
210	*100/05-23-018-25W4*	100052301825W400	364378
211	*100/09-23-018-25W4*	100102301825W400	378733
212	*100/13-23-018-25W4*	100132301825W400	209558
213	*100/10-24-018-25W4*	100102401825W400	139783
214	*100/11-24-018-25W4*	100112401825W400	378801
215	*100/02-25-018-25W4*	100022501825W400	381782
216	*100/07-25-018-25W4*	100072501825W400	386276
217	*100/13-25-018-25W4*	100132501825W400	242691
218	*100/06-34-018-25W4*	100063401825W400	381129
219	*100/10-34-018-25W4*	100103401825W400	381593
220	*100/02-35-018-25W4*	100023501825W400	378811

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	UWI	Surface HoleLocation	LicenseNumber
221	*100/07-35-018-25W4*	100073501825W400	333585
222	*100/13-35-018-25W4*	100133501825W400	360296
223	*100/02-01-019-25W4*	100020101925W400	394047
224	*100/10-01-019-25W4*	100100101925W400	352501
225	*100/11-01-019-25W4*	100110101925W400	340699
226	*100/11-05-019-25W4*	100110501925W400	319207
227	*100/06-06-019-25W4*	100060601925W400	356729
228	*100/14-06-019-25W4*	100140601925W400	302676
229	*100/01-30-015-26W4*	100013001526W400	311166
230	*100/08-26-016-26W4*	100082601626W400	349006
231	*100/08-02-017-26W4*	100080201726W400	396256
232	*100/16-02-017-26W4*	100160201726W400	335576
233	*100/06-04-017-26W4*	100060401726W400	338274
234	*100/06-08-017-26W4*	100060801726W400	335590
235	*100/16-08-017-26W4*	100160801726W400	292327
236	*100/09-10-017-26W4*	100091001726W400	373998
237	*100/10-10-017-26W4*	100101001726W400	335577
238	*100/07-11-017-26W4*	100071101726W400	374558
239	*100/04-12-017-26W4*	100051201726W400	396094
240	*100/06-12-017-26W4*	100061201726W400	336896
241	*100/07-12-017-26W4*	100071201726W400	396407
242	*100/12-12-017-26W4*	100121201726W400	396409
243	*100/06-14-017-26W4*	100061401726W400	384208
244	*100/13-14-017-26W4*	100131401726W400	374050
245	*100/08-16-017-26W4*	100081601726W400	374307
246	*100/01-19-017-26W4*	100011901726W400	286408
247	*100/11-19-017-26W4*	100111901726W400	338315
248	*100/07-21-017-26W4*	100072101726W400	337618
249	*100/09-21-017-26W4*	100092101726W400	396380
250	*100/14-21-017-26W4*	100142101726W400	278878
251	*100/01-22-017-26W4*	100012201726W400	373051
252	*100/09-22-017-26W4*	100092201726W400	337633
253	*100/11-22-017-26W4*	100142201726W400	399935
254	*100/06-24-017-26W4*	100062401726W400	372400
255	*100/07-24-017-26W4*	100072401726W400	372283
256	*100/16-24-017-26W4*	100162401726W400	266241
257	*100/06-29-017-26W4*	100062901726W400	394465
258	*100/08-29-017-26W4*	100082901726W400	394466
259	*100/14-29-017-26W4*	100142901726W400	394441
260	*100/16-29-017-26W4*	100162901726W400	281942
261	*100/03-34-017-26W4*	100033401726W400	371887
262	*100/15-34-017-26W4*	100153401726W400	246008
263	*100/01-01-018-26W4*	100080101826W400	361485
264	*100/04-01-018-26W4*	100040101826W400	242663
265	*100/11-01-018-26W4*	100110101826W400	345999
266	*100/16-01-018-26W4*	100160101826W400	383282
267	*100/10-02-018-26W4*	100100201826W400	276921
268	*100/14-03-018-26W4*	100140301826W400	239445
269	*100/02-04-018-26W4*	100020401826W400	364225
270	*100/07-04-018-26W4*	100070401826W400	364018
271	*100/12-04-018-26W4*	100120401826W400	278039
272	*100/16-04-018-26W4*	100160401826W400	242692
273	*100/02-05-018-26W4*	100020501826W400	353589
274	*100/12-05-018-26W4*	100120501826W400	318496
275	*100/14-05-018-26W4*	100140501826W400	353608

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	UWI	Surface HoleLocation	LicenseNumber
276	*100/16-05-018-26W4*	100160501826W400	281792
277	*100/01-06-018-26W4*	100010601826W400	318487
278	*100/05-06-018-26W4*	100050601826W400	354971
279	*100/07-06-018-26W4*	100070601826W400	353603
280	*100/15-06-018-26W4*	100150601826W400	214752
281	*100/02-07-018-26W4*	100020701826W400	304600
282	*100/04-07-018-26W4*	100040701826W400	353283
283	*100/09-07-018-26W4*	100090701826W400	320366
284	*100/11-07-018-26W4*	100110701826W400	353618
285	*100/03-08-018-26W4*	100030801826W400	354395
286	*100/07-08-018-26W4*	100070801826W400	320829
287	*100/11-08-018-26W4*	100110801826W400	353617
288	*100/16-08-018-26W4*	100160801826W400	249662
289	*100/05-09-018-26W4*	100050901826W400	283651
290	*100/09-09-018-26W4*	100090901826W400	250690
291	*100/13-09-018-26W4*	100160801826W400	380420
292	*100/05-10-018-26W4*	100051001826W400	320836
293	*102/07-10-018-26W4*	102071001826W400	203083
294	*100/06-11-018-26W4*	100061101826W400	308340
295	*100/08-11-018-26W4*	100081101826W400	328973
296	*100/09-11-018-26W4*	100091101826W400	328971
297	*100/02-12-018-26W4*	100021201826W400	330432
298	*100/04-12-018-26W4*	100041201826W400	242758
299	*100/14-12-018-26W4*	100141201826W400	330362
300	*100/16-12-018-26W4*	100161201826W400	274854
301	*100/06-14-018-26W4*	100061401826W400	58591
302	*100/14-14-018-26W4*	100141401826W400	400043
303	*100/16-14-018-26W4*	100161401826W400	400276
304	*100/03-15-018-26W4*	100031501826W400	332107
305	*100/12-15-018-26W4*	100121501826W400	236573
306	*100/06-16-018-26W4*	100061601826W400	274789
307	*100/13-16-018-26W4*	100141601826W400	400443
308	*102/15-16-018-26W4*	102151601826W400	227882
309	*100/06-17-018-26W4*	100061701826W400	353723
310	*100/08-17-018-26W4*	100081701826W400	318690
311	*100/11-17-018-26W4*	100111701826W400	353437
312	*100/16-17-018-26W4*	100161701826W400	250691
313	*100/08-20-018-26W4*	100082001826W400	274173
314	*100/10-20-018-26W4*	100102001826W400	355725
315	*100/13-20-018-26W4*	100132001826W400	226236
316	*100/16-20-018-26W4*	100162001826W400	318694
317	*100/03-21-018-26W4*	100032101826W400	239625
318	*100/11-21-018-26W4*	100112101826W400	327927
319	*100/13-21-018-26W4*	100162001826W400	373793
320	*100/06-24-018-26W4*	100062401826W400	362598
321	*100/07-24-018-26W4*	100072401826W400	284851
322	*100/09-24-018-26W4*	100092401826W400	330389
323	*100/13-24-018-26W4*	100132401826W400	362483
324	*100/01-26-018-26W4*	100012601826W400	400782
325	*100/16-26-018-26W4*	100162601826W400	305942
326	*100/03-30-018-26W4*	100033001826W400	353695
327	*100/07-30-018-26W4*	100073001826W400	230320
328	*102/10-30-018-26W4*	102103001826W400	321969
329	*100/08-32-018-26W4*	100083201826W400	245107
330	*100/16-32-018-26W4*	100163201826W400	321970

Lexin Resources Ltd. - Wells for Partial Discharge

	UWI	Surface HoleLocation	LicenseNumber
331	100/02-36-018-26W4	100063601826W400	395215
332	100/07-36-018-26W4	100063601826W400	348228
333	100/10-36-018-26W4	100063601826W400	395229
334	100/14-36-018-26W4	100143601826W403	247406
335	100/04-02-019-26W4	100040201926W400	286654
336	100/11-02-019-26W4	100110201926W400	333191
337	100/08-04-019-26W4	100160401926W400	400924
338	100/11-04-019-26W4	100110401926W400	337386
339	100/03-06-019-26W4	100030601926W400	338764
340	100/07-06-019-26W4	100070601926W400	312384
341	100/12-06-019-26W4	100070601926W400	401258
342	100/06-10-019-26W4	100061001926W400	333210
343	100/08-18-019-26W4	100081801926W400	209323
344	100/13-18-019-26W4	100131801926W400	399581
345	100/09-28-019-26W4	100092801926W400	250639
346	100/14-28-019-26W4	100142801926W400	331776
347	100/01-32-019-26W4	100013201926W400	255152
348	100/04-32-019-26W4	100043201926W400	354957
349	100/12-32-019-26W4	100123201926W400	326354
350	100/15-32-019-26W4	100153201926W400	356313
351	100/01-33-019-26W4	100013301926W400	254691
352	100/06-33-019-26W4	100063301926W400	327029
353	100/01-04-020-26W4	100010402026W400	269433
354	100/06-04-020-26W4	100060402026W400	326325
355	100/09-04-020-26W4	100010402026W400	399667
356	100/05-06-020-26W4	100050602026W400	359012
357	100/11-06-020-26W4	100110602026W400	297791
358	100/12-06-020-26W4	100120602026W400	358889
359	100/16-06-020-26W4	100160602026W400	321657
360	100/02-07-020-26W4	100020702026W400	297792
361	100/06-07-020-26W4	100060702026W400	328029
362	100/06-14-020-26W4	100061402026W400	255336
363	100/08-14-020-26W4	100061402026W400	398641
364	100/10-14-020-26W4	100101402026W400	309288
365	100/14-14-020-26W4	100061402026W400	398637
366	100/01-15-020-26W4	100011502026W400	274011
367	100/06-15-020-26W4	100061502026W400	342228
368	102/06-15-020-26W4	102061502026W400	367527
369	100/08-15-020-26W4	100061402026W400	398639
370	100/12-17-020-26W4	100121702026W400	326537
371	100/13-17-020-26W4	100131702026W400	299366
372	100/01-19-020-26W4	100011902026W400	295233
373	100/10-19-020-26W4	100101902026W400	326321
374	100/11-19-020-26W4	100082402027W400	399642
375	100/15-20-020-26W4	100152002026W400	320912
376	100/01-21-020-26W4	100012102026W400	283652
377	100/08-22-020-26W4	100082202026W400	274035
378	100/09-22-020-26W4	100092202026W400	327926
379	100/01-23-020-26W4	100012302026W400	266670
380	100/03-23-020-26W4	100032302026W400	320249
381	100/11-23-020-26W4	100122402026W400	398016
382	100/01-24-020-26W4	100012402026W400	320247
383	100/12-24-020-26W4	100122402026W400	255444
384	102/12-24-020-26W4	102122402026W400	397960
385	100/15-24-020-26W4	100122402026W400	398019

Lexin Resources Ltd. - Wells for Partial Discharge

	UWI	Surface HoleLocation	LicenseNumber
386	*100/01-27-020-26W4*	100012702026W400	270243
387	*100/05-27-020-26W4*	100052702026W400	326948
388	*100/09-27-020-26W4*	100012702026W400	397213
389	*100/10-27-020-26W4*	100033402026W400	396095
390	*100/08-28-020-26W4*	100082802026W400	276923
391	*100/10-28-020-26W4*	100102802026W400	323448
392	*100/07-30-020-26W4*	100073002026W400	205059
393	*100/04-31-020-26W4*	100043102026W400	325540
394	*100/09-31-020-26W4*	100113102026W400	397263
395	*100/11-31-020-26W4*	100113102026W400	255995
396	*100/01-32-020-26W4*	100013202026W400	364873
397	*100/05-32-020-26W4*	100053202026W400	328186
398	*100/12-32-020-26W4*	100123202026W400	270238
399	*100/03-34-020-26W4*	100033402026W400	276873
400	*100/07-34-020-26W4*	100073402026W400	328687
401	*100/07-03-021-26W4*	100070302126W400	332063
402	*100/16-03-021-26W4*	100160302126W400	270240
403	*100/06-04-021-26W4*	100060402126W400	370808
404	*100/12-10-021-26W4*	100121002126W400	274595
405	*100/06-36-031-26W4*	100063603126W400	326912
406	*102/15-34-014-27W4*	102153401427W400	317188
407	*100/05-29-015-27W4*	100052901527W400	338118
408	*100/02-02-016-27W4*	100020201627W400	333208
409	*100/01-04-016-27W4*	100010401627W400	223078
410	*100/06-04-016-27W4*	100060401627W400	10331
411	*100/09-04-016-27W4*	100090401627W400	225252
412	*100/10-04-016-27W4*	100100401627W400	233618
413	*100/08-08-016-27W4*	100080801627W400	207000
414	*100/03-11-016-27W4*	100031101627W400	333568
415	*100/04-12-016-27W4*	100051201627W400	336441
416	*100/06-18-016-27W4*	100061801627W400	294015
417	*102/06-22-016-27W4*	102062201627W400	291534
418	*100/15-30-016-27W4*	100153001627W400	308955
419	*100/02-31-016-27W4*	100023101627W400	294344
420	*100/13-31-016-27W4*	100133101627W400	381350
421	*100/09-32-016-27W4*	100103201627W400	382300
422	*100/01-05-017-27W4*	100010501727W400	381478
423	*100/03-05-017-27W4*	100030501727W400	371876
424	*100/07-05-017-27W4*	100070501727W400	294035
425	*100/12-05-017-27W4*	100130501727W400	381485
426	*100/01-06-017-27W4*	100040501727W400	382641
427	*100/04-06-017-27W4*	100040601727W400	382352
428	*100/05-06-017-27W4*	100050601727W400	382098
429	*100/15-06-017-27W4*	100150601727W400	382449
430	*100/03-07-017-27W4*	100140601727W400	381477
431	*100/06-07-017-27W4*	100060701727W400	295429
432	*100/16-08-017-27W4*	100160801727W400	376899
433	*100/07-09-017-27W4*	100090901727W400	383067
434	*100/08-09-017-27W4*	100080901727W400	294072
435	*100/16-09-017-27W4*	100090901727W400	383091
436	*102/08-16-017-27W4*	102081601727W400	287103
437	*100/16-16-017-27W4*	100131501727W400	376813
438	*100/06-17-017-27W4*	100111701727W400	381197
439	*100/12-17-017-27W4*	100121701727W400	380999
440	*100/15-17-017-27W4*	100151701727W400	293723

Lexin Resources Ltd. - Wells for Partial Discharge

	UWI	Surface HoleLocation	LicenseNumber
441	100/06-20-017-27W4	100062001727W400	286651
442	102/06-20-017-27W4	102062001727W400	367605
443	100/07-20-017-27W4	100072001727W400	376047
444	100/12-20-017-27W4	100052001727W400	376820
445	100/05-31-017-27W4	100053101727W400	374137
446	100/10-31-017-27W4	100103101727W400	294055
447	100/01-33-017-27W4	100162801727W400	376867
448	100/02-33-017-27W4	100023301727W400	373665
449	100/05-33-017-27W4	100053301727W400	294652
450	100/04-05-018-27W4	100040501827W400	231773
451	102/04-05-018-27W4	102040501827W400	287392
452	100/07-05-018-27W4	100070501827W400	373668
453	100/11-05-018-27W4	100110501827W400	334654
454	100/11-06-018-27W4	100110601827W400	327171
455	100/07-07-018-27W4	100070701827W400	295569
456	100/05-08-018-27W4	100050801827W400	305949
457	100/07-08-018-27W4	100070801827W400	333569
458	100/06-09-018-27W4	100060901827W400	295570
459	100/10-10-018-27W4	100101001827W400	314012
460	100/07-11-018-27W4	100071101827W400	341991
461	100/09-11-018-27W4	100091101827W400	355391
462	100/12-11-018-27W4	100121101827W400	281036
463	100/10-12-018-27W4	100101201827W400	399897
464	100/12-12-018-27W4	100121201827W400	353712
465	100/16-12-018-27W4	100161201827W400	244175
466	100/06-14-018-27W4	100061401827W400	314870
467	100/07-14-018-27W4	100071401827W400	354294
468	100/09-14-018-27W4	100091401827W400	354392
469	100/03-16-018-27W4	100031601827W400	334239
470	100/03-18-018-27W4	100031801827W400	332662
471	100/03-20-018-27W4	100032001827W400	276049
472	100/07-20-018-27W4	100072001827W400	334241
473	100/04-22-018-27W4	100052201827W400	375925
474	100/01-24-018-27W4	100012401827W400	244505
475	100/06-24-018-27W4	100062401827W402	342843
476	100/09-24-018-27W4	100092401827W400	401578
477	100/12-24-018-27W4	100122401827W400	401441
478	100/06-28-018-27W4	100062801827W402	254884
479	100/16-28-018-27W4	100162801827W400	401570
480	100/10-29-018-27W4	100102901827W400	276149
481	100/12-29-018-27W4	100122901827W400	334397
482	100/08-32-018-27W4	100083201827W400	273284
483	100/02-33-018-27W4	100023301827W400	273599
484	100/11-33-018-27W4	100113301827W400	337635
485	100/06-34-018-27W4	100063401827W400	335754
486	100/08-34-018-27W4	100083401827W400	401681
487	100/15-34-018-27W4	100153401827W400	265636
488	100/06-36-018-27W4	100063601827W400	353492
489	100/11-36-018-27W4	100113601827W400	285042
490	100/05-02-019-27W4	100050201927W400	314399
491	100/09-02-019-27W4	100090201927W400	270732
492	100/13-02-019-27W4	100100201927W400	385813
493	100/15-02-019-27W4	100150201927W400	385757
494	100/05-03-019-27W4	100050301927W400	392164
495	102/05-03-019-27W4	102050301927W400	272731

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	UWI	Surface HoleLocation	LicenseNumber
496	100/07-03-019-27W4	100070301927W400	389604
497	100/15-03-019-27W4	100150301927W400	313564
498	100/01-04-019-27W4	100010401927W400	344256
499	100/05-04-019-27W4	100110401927W400	383719
500	100/08-04-019-27W4	100080401927W400	276919
501	100/11-04-019-27W4	100110401927W400	383720
502	100/07-05-019-27W4	100100501927W400	384318
503	100/11-05-019-27W4	100110501927W400	278187
504	100/10-06-019-27W4	100100601927W400	296918
505	100/12-06-019-27W4	100120601927W400	352032
506	100/13-06-019-27W4	100140601927W400	394048
507	100/16-06-019-27W4	100160601927W400	394373
508	100/02-07-019-27W4	100020701927W400	384679
509	100/05-07-019-27W4	100050701927W400	343582
510	100/08-07-019-27W4	100080701927W400	293721
511	100/15-07-019-27W4	100150701927W400	384680
512	100/05-08-019-27W4	100050801927W400	299191
513	100/03-09-019-27W4	100030901927W400	393858
514	100/05-09-019-27W4	100050901927W400	274821
515	100/08-09-019-27W4	100080901927W400	329945
516	100/14-10-019-27W4	100141001927W400	224630
517	100/07-11-019-27W4	100071101927W400	270731
518	100/15-11-019-27W4	100151101927W400	321874
519	100/01-12-019-27W4	100011201927W400	273834
520	100/05-12-019-27W4	100051201927W400	330738
521	100/01-16-019-27W4	100011601927W400	275215
522	100/03-16-019-27W4	100031601927W400	384220
523	100/05-16-019-27W4	100051601927W400	337613
524	100/06-16-019-27W4	100061601927W400	12316
525	100/05-17-019-27W4	100051701927W400	328174
526	100/07-17-019-27W4	100071701927W400	293431
527	100/13-17-019-27W4	100131701927W400	389126
528	100/06-18-019-27W4	100061801927W400	294292
529	100/07-18-019-27W4	100071801927W400	383147
530	100/06-19-019-27W4	100061901927W400	288431
531	100/08-19-019-27W4	100081901927W400	375845
532	100/05-20-019-27W4	100052001927W400	287218
533	100/08-20-019-27W4	100082001927W400	383732
534	100/09-20-019-27W4	100092001927W400	333086
535	100/06-21-019-27W4	100062101927W402	315247
536	100/08-21-019-27W4	100082101927W400	314152
537	100/13-21-019-27W4	100132101927W400	396000
538	100/15-21-019-27W4	100152101927W400	396001
539	100/13-22-019-27W4	100132201927W400	139926
540	100/07-23-019-27W4	100072301927W400	340913
541	100/09-23-019-27W4	100092301927W400	255234
542	100/01-25-019-27W4	100012501927W400	244758
543	100/06-25-019-27W4	100062501927W400	356732
544	100/14-25-019-27W4	100142501927W400	341875
545	100/06-26-019-27W4	100062601927W400	334238
546	100/08-26-019-27W4	100082601927W400	76335
547	102/12-26-019-27W4	102122601927W400	390165
548	100/16-26-019-27W4	100162601927W400	383790
549	100/06-27-019-27W4	100062701927W400	363952
550	100/07-27-019-27W4	100072701927W400	390164

Lexin Resources Ltd. - Wells for Partial Discharge

	UWI	Surface HoleLocation	LicenseNumber
551	*100/11-27-019-27W4*	100112701927W400	294815
552	*100/16-27-019-27W4*	100162701927W400	140588
553	*100/08-28-019-27W4*	100112801927W400	394727
554	*100/11-28-019-27W4*	100112801927W400	315388
555	*100/15-28-019-27W4*	100112801927W400	394726
556	*100/09-30-019-27W4*	100093001927W400	295996
557	*100/14-30-019-27W4*	100143001927W400	350135
558	*100/05-31-019-27W4*	100053101927W400	392266
559	*100/07-31-019-27W4*	100073101927W400	348972
560	*100/16-31-019-27W4*	100163101927W400	295384
561	*100/01-32-019-27W4*	100103201927W400	393642
562	*100/10-32-019-27W4*	100103201927W400	364864
563	*100/12-32-019-27W4*	100123201927W400	267776
564	*100/01-33-019-27W4*	100013301927W400	285902
565	*100/03-33-019-27W4*	100043301927W400	394725
566	*100/16-33-019-27W4*	100163301927W400	396158
567	*100/01-36-019-27W4*	100013601927W400	284028
568	*100/04-36-019-27W4*	100043601927W400	336549
569	*100/12-36-019-27W4*	100113601927W400	393619
570	*100/16-36-019-27W4*	100153601927W400	344251
571	*100/02-03-020-27W4*	100020302027W400	286750
572	*100/06-03-020-27W4*	100020302027W400	398710
573	*100/09-03-020-27W4*	100080302027W400	380533
574	*100/14-03-020-27W4*	100140302027W400	329653
575	*100/05-04-020-27W4*	100050402027W400	381202
576	*100/09-04-020-27W4*	100090402027W400	278190
577	*100/12-04-020-27W4*	100120402027W400	268159
578	*100/15-04-020-27W4*	100150402027W400	382357
579	*100/08-05-020-27W4*	100050402027W400	381205
580	*100/12-05-020-27W4*	100120502027W400	256346
581	*100/06-06-020-27W4*	100060602027W400	255215
582	*100/07-06-020-27W4*	100070602027W400	353523
583	*100/13-06-020-27W4*	100030702027W400	379031
584	*100/16-06-020-27W4*	100020702027W400	380113
585	*100/02-07-020-27W4*	100020702027W400	346691
586	*100/03-07-020-27W4*	100030702027W400	374457
587	*102/10-07-020-27W4*	102100702027W400	250321
588	*100/16-07-020-27W4*	100160702027W400	378215
589	*100/05-08-020-27W4*	100050802027W400	256186
590	*100/07-08-020-27W4*	100070802027W400	382342
591	*100/10-08-020-27W4*	100090802027W400	382366
592	*100/10-09-020-27W4*	100100902027W400	382204
593	*100/16-09-020-27W4*	100160902027W400	75389
594	*102/16-09-020-27W4*	102160902027W400	223766
595	*100/02-10-020-27W4*	100021002027W400	378510
596	*100/05-10-020-27W4*	100051002027W400	204742
597	*100/11-10-020-27W4*	100111002027W400	68660
598	*100/13-10-020-27W4*	100131002027W400	388235
599	*102/16-10-020-27W4*	102161002027W400	223721
600	*100/07-11-020-27W4*	100071102027W400	56188
601	*100/12-11-020-27W4*	100161102027W400	396097
602	*100/16-11-020-27W4*	100161102027W400	357423
603	*100/11-12-020-27W4*	100111202027W400	310682
604	*100/14-12-020-27W4*	100111202027W400	396096
605	*100/05-13-020-27W4*	100051302027W400	358382

Lexin Resources Ltd. - Wells for Partial Discharge

	UWI	Surface HoleLocation	LicenseNumber
606	*100/08-13-020-27W4*	100081302027W400	359089
607	*102/13-13-020-27W4*	102131302027W400	300142
608	*100/16-13-020-27W4*	100161302027W400	359375
609	*100/06-14-020-27W4*	100061402027W400	74629
610	*100/08-14-020-27W4*	100011402027W400	399002
611	*100/16-14-020-27W4*	100091402027W400	394372
612	*100/04-15-020-27W4*	100061502027W400	65530
613	*100/05-15-020-27W4*	100051502027W400	237564
614	*100/06-15-020-27W4*	100061502027W400	65530
615	*100/07-15-020-27W4*	100071502027W400	329948
616	*100/08-15-020-27W4*	100081502027W400	70389
617	*100/14-15-020-27W4*	100141502027W400	68930
618	*102/14-15-020-27W4*	102141502027W400	71978
619	*100/16-15-020-27W4*	100161502027W400	75064
620	*100/08-16-020-27W4*	100081602027W400	69168
621	*100/10-16-020-27W4*	100101602027W400	64585
622	*102/10-16-020-27W4*	100071602027W400	191716
623	*103/10-16-020-27W4*	103101602027W400	221908
624	*104/10-16-020-27W4*	104101602027W400	351113
625	*100/13-16-020-27W4*	100131602027W400	338682
626	*100/14-16-020-27W4*	100141602027W400	172522
627	*100/16-16-020-27W4*	100101602027W400	64585
628	*100/02-17-020-27W4*	100021702027W400	270030
629	*100/06-17-020-27W4*	100061702027W400	378268
630	*100/09-17-020-27W4*	100091702027W400	379782
631	*102/06-18-020-27W4*	102061802027W400	284474
632	*100/14-18-020-27W4*	100061802027W400	397256
633	*100/15-18-020-27W4*	100151802027W400	382949
634	*100/16-18-020-27W4*	100061802027W400	399130
635	*100/01-19-020-27W4*	100021902027W400	379266
636	*100/04-19-020-27W4*	100041902027W400	299334
637	*100/09-19-020-27W4*	100091902027W400	365272
638	*100/14-19-020-27W4*	100141902027W400	351536
639	*100/07-20-020-27W4*	100072002027W400	224308
640	*102/14-20-020-27W4*	100032902027W400	365341
641	*100/16-20-020-27W4*	100162002027W400	174375
642	*100/06-21-020-27W4*	100062102027W400	163557
643	*100/07-21-020-27W4*	100102102027W400	20028
644	*100/08-21-020-27W4*	100082102027W400	332467
645	*100/10-21-020-27W4*	100102102027W400	20028
646	*100/13-21-020-27W4*	100132102027W400	173378
647	*100/16-21-020-27W4*	100162102027W400	215048
648	*102/16-21-020-27W4*	102162102027W400	224276
649	*102/01-22-020-27W4*	100082202027W400	75522
650	*100/06-22-020-27W4*	100062202027W400	69808
651	*100/07-22-020-27W4*	100062202027W400	399122
652	*100/08-22-020-27W4*	100082202027W400	75522
653	*102/08-22-020-27W4*	102082202027W400	221502
654	*100/12-22-020-27W4*	100062202027W400	69808
655	*100/15-22-020-27W4*	100092202027W400	399068
656	*100/01-23-020-27W4*	100062302027W400	399436
657	*102/06-23-020-27W4*	102062302027W400	135074
658	*100/12-23-020-27W4*	100122302027W400	226381
659	*102/12-23-020-27W4*	102122302027W400	367304
660	*100/16-23-020-27W4*	100062302027W400	399437

Lexin Resources Ltd. - Wells for Partial Discharge

	UWI	Surface HoleLocation	LicenseNumber
661	*100/05-24-020-27W4*	100052402027W400	283691
662	*100/06-24-020-27W4*	100062402027W400	359127
663	*100/08-24-020-27W4*	100082402027W400	359349
664	*100/14-24-020-27W4*	100142402027W400	359126
665	*100/09-25-020-27W4*	100092502027W400	287640
666	*100/11-25-020-27W4*	100112502027W400	364076
667	*100/03-28-020-27W4*	100032802027W400	336366
668	*100/06-28-020-27W4*	100012802027W400	197905
669	*100/08-28-020-27W4*	100082802027W400	224314
670	*100/13-28-020-27W4*	100132802027W400	379740
671	*100/14-28-020-27W4*	100012802027W400	197905
672	*100/01-29-020-27W4*	100082902027W400	398640
673	*100/05-29-020-27W4*	100052902027W400	332402
674	*100/08-29-020-27W4*	100082902027W400	134245
675	*100/09-29-020-27W4*	100092902027W400	394845
676	*100/11-29-020-27W4*	100112902027W400	224269
677	*100/15-29-020-27W4*	100152902027W400	218774
678	*100/03-30-020-27W4*	100033002027W400	338959
679	*100/11-30-020-27W4*	100103002027W400	343170
680	*100/12-30-020-27W4*	100103002027W400	398784
681	*100/16-30-020-27W4*	100093002027W400	378840
682	*100/11-31-020-27W4*	100113102027W400	342910
683	*100/16-31-020-27W4*	100163102027W400	229599
684	*100/03-32-020-27W4*	100083202027W400	290846
685	*100/10-32-020-27W4*	100103202027W400	48121
686	*102/10-32-020-27W4*	102103202027W400	224079
687	*100/14-32-020-27W4*	100143202027W400	394988
688	*100/09-34-020-27W4*	100093402027W400	305947
689	*100/04-36-020-27W4*	100043602027W400	362874
690	*100/06-36-020-27W4*	100063602027W400	281715
691	*100/11-36-020-27W4*	100113602027W400	254529
692	*100/16-36-020-27W4*	100010102127W400	396257
693	*100/01-01-021-27W4*	100010102127W400	346689
694	*102/05-01-021-27W4*	102050102127W400	254003
695	*100/07-01-021-27W4*	100070102127W400	376818
696	*100/13-01-021-27W4*	100130102127W400	378667
697	*100/02-02-021-27W4*	100080202127W400	395960
698	*100/06-02-021-27W4*	100060202127W402	245340
699	*100/09-02-021-27W4*	100080202127W400	395957
700	*100/11-02-021-27W4*	100110202127W400	396101
701	*100/04-03-021-27W4*	100040302127W400	384219
702	*100/08-03-021-27W4*	100080302127W400	138292
703	*100/11-03-021-27W4*	100110302127W400	333425
704	*100/14-03-021-27W4*	100140302127W400	187666
705	*100/16-03-021-27W4*	100090302127W400	395011
706	*100/05-04-021-27W4*	100040402127W400	384556
707	*100/08-04-021-27W4*	100080402127W400	274423
708	*100/10-04-021-27W4*	100160402127W400	396213
709	*100/02-05-021-27W4*	100020502127W400	394846
710	*100/09-05-021-27W4*	100090502127W400	399997
711	*100/11-05-021-27W4*	100110502127W400	381200
712	*100/13-05-021-27W4*	100140502127W400	380115
713	*100/03-06-021-27W4*	100030602127W400	340075
714	*100/06-06-021-27W4*	100060602127W400	377311
715	*100/05-08-021-27W4*	100050802127W400	218442

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	UWI	Surface HoleLocation	LicenseNumber
716	*100/06-08-021-27W4*	100060802127W400	378966
717	*103/08-08-021-27W4*	100090802127W400	380311
718	*100/14-08-021-27W4*	100140802127W400	379396
719	*100/06-10-021-27W4*	100061002127W402	219366
720	*100/09-10-021-27W4*	100091002127W400	376819
721	*100/10-10-021-27W4*	100101002127W400	135226
722	*100/14-10-021-27W4*	100141002127W400	331016
723	*100/07-11-021-27W4*	100071102127W400	140686
724	*100/09-11-021-27W4*	100121202127W400	384058
725	*100/12-11-021-27W4*	100121102127W400	274194
726	*100/03-12-021-27W4*	100031202127W400	254658
727	*102/11-12-021-27W4*	102111202127W400	358379
728	*100/15-12-021-27W4*	100021302127W400	377565
729	*100/06-13-021-27W4*	100061302127W400	271296
730	*100/10-13-021-27W4*	100101302127W400	376821
731	*100/14-13-021-27W4*	100141302127W400	334387
732	*100/08-14-021-27W4*	100081402127W400	284026
733	*100/11-14-021-27W4*	100111402127W400	332790
734	*100/12-14-021-27W4*	100121402127W400	384017
735	*100/16-14-021-27W4*	100091402127W400	382472
736	*100/03-15-021-27W4*	100061502127W400	383069
737	*100/06-15-021-27W4*	100061502127W400	99618
738	*100/13-16-021-27W4*	100131602127W400	295592
739	*100/16-16-021-27W4*	100161602127W400	331148
740	*100/06-17-021-27W4*	100061702127W400	331035
741	*102/06-17-021-27W4*	102061702127W400	367211
742	*100/14-17-021-27W4*	100141702127W400	284457
743	*100/03-18-021-27W4*	100031802127W400	289555
744	*100/06-18-021-27W4*	100051802127W400	377294
745	*100/07-18-021-27W4*	100031802127W400	376331
746	*100/08-18-021-27W4*	100081802127W400	331219
747	*100/06-19-021-27W4*	100061902127W400	378663
748	*100/10-19-021-27W4*	100101902127W400	284892
749	*100/11-20-021-27W4*	100122002127W400	376704
750	*100/12-20-021-27W4*	100122002127W400	274766
751	*100/06-21-021-27W4*	100161702127W400	395595
752	*100/07-21-021-27W4*	100072102127W400	321166
753	*100/08-22-021-27W4*	100082202127W400	274193
754	*100/03-23-021-27W4*	100032302127W400	295386
755	*100/04-24-021-27W4*	100042402127W400	293616
756	*100/14-16-022-27W4*	100141602227W400	244115
757	*100/12-32-022-27W4*	100123202227W400	286773
758	*100/04-33-022-27W4*	100043302227W400	236455
759	*100/04-03-023-27W4*	100050302327W400	242344
760	*100/15-07-023-27W4*	100150702327W400	228538
761	*100/04-08-023-27W4*	100130502327W400	330737
762	*100/14-08-023-27W4*	100140802327W400	236621
763	*100/10-32-012-28W4*	100050401328W400	332829
764	*100/07-05-013-28W4*	100050401328W400	332302
765	*100/01-12-015-28W4*	100011201528W400	243534
766	*100/05-03-016-28W4*	100080401628W400	229077
767	*100/11-03-016-28W4*	100080401628W400	372989
768	*100/10-09-016-28W4*	100070901628W400	240902
769	*100/12-20-016-28W4*	100132001628W400	314821
770	*100/12-24-016-28W4*	100122401628W400	304751

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	UWI	Surface HoleLocation	LicenseNumber
771	*100/13-25-016-28W4*	100132501628W400	294523
772	*100/01-32-016-28W4*	100162901628W400	216482
773	*100/04-32-016-28W4*	100043201628W400	308565
774	*100/09-35-016-28W4*	100093501628W400	217966
775	*100/01-18-017-28W4*	100011801728W400	300634
776	*100/03-34-017-28W4*	100033401728W400	340742
777	*100/01-36-017-28W4*	100013601728W400	334426
778	*100/02-03-018-28W4*	100020301828W400	338234
779	*100/01-04-018-28W4*	100010401828W400	327450
780	*100/11-10-018-28W4*	100111001828W400	334924
781	*100/05-12-018-28W4*	100051201828W400	330686
782	*100/04-23-018-28W4*	100042301828W400	293720
783	*100/03-24-018-28W4*	100032401828W400	225427
784	*100/11-34-018-28W4*	100113401828W400	114182
785	*102/11-35-018-28W4*	102113501828W400	297775
786	*100/05-01-019-28W4*	100050101928W400	335963
787	*100/09-01-019-28W4*	100090101928W400	294346
788	*100/06-02-019-28W4*	100060201928W400	35556
789	*102/03-10-019-28W4*	100101001928W400	62021
790	*100/07-10-019-28W4*	100071001928W400	335925
791	*100/10-10-019-28W4*	100101001928W400	62021
792	*100/05-11-019-28W4*	100051101928W400	334384
793	*100/16-11-019-28W4*	100161101928W400	282668
794	*100/02-12-019-28W4*	100021201928W400	341841
795	*100/06-12-019-28W4*	100061201928W400	297789
796	*100/06-14-019-28W4*	100061401928W400	98862
797	*102/06-14-019-28W4*	102061401928W400	283667
798	*100/12-14-019-28W4*	100061401928W400	98862
799	*100/15-15-019-28W4*	100151501928W400	114183
800	*100/06-21-019-28W4*	100062101928W400	31683
801	*100/15-22-019-28W4*	100152201928W400	114210
802	*100/05-23-019-28W4*	100102301928W400	26356
803	*100/11-24-019-28W4*	100112401928W400	314119
804	*100/13-24-019-28W4*	100122401928W400	345742
805	*100/11-27-019-28W4*	100112701928W400	100492
806	*100/10-28-019-28W4*	100162801928W400	114033
807	*100/14-29-019-28W4*	100142901928W400	95779
808	*100/06-31-019-28W4*	100033101928W400	312378
809	*100/07-33-019-28W4*	100162801928W400	92627
810	*100/07-34-019-28W4*	100073401928W400	115564
811	*100/09-02-020-28W4*	100050102028W400	382476
812	*100/05-04-020-28W4*	100100402028W400	395486
813	*100/08-04-020-28W4*	100100402028W400	395455
814	*100/10-04-020-28W4*	100100402028W400	114184
815	*100/09-05-020-28W4*	100090502028W400	90779
816	*100/06-08-020-28W4*	100070802028W400	111397
817	*102/07-08-020-28W4*	102070802028W400	165622
818	*100/08-08-020-28W4*	100070802028W400	382353
819	*100/01-09-020-28W4*	100080902028W400	395487
820	*100/07-09-020-28W4*	100080902028W400	395509
821	*100/11-09-020-28W4*	100110902028W400	86802
822	*100/14-11-020-28W4*	100141102028W400	359223
823	*100/06-13-020-28W4*	100091402028W400	385441
824	*100/16-13-020-28W4*	100161302028W400	274594
825	*100/02-14-020-28W4*	100101402028W400	384412

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	UWI	Surface HoleLocation	LicenseNumber
826	100/06-14-020-28W4	100101402028W400	384424
827	100/08-14-020-28W4	100091402028W400	385302
828	100/10-14-020-28W4	100101402028W400	356276
829	100/14-15-020-28W4	100151502028W400	380210
830	100/14-16-020-28W4	100141602028W400	90635
831	100/11-17-020-28W4	100111702028W400	76926
832	100/16-18-020-28W4	100161802028W400	91509
833	100/11-20-020-28W4	100112002028W400	36158
834	100/07-24-020-28W4	100072402028W400	379377
835	100/11-24-020-28W4	100072402028W400	379379
836	100/01-25-020-28W4	100012502028W400	274010
837	100/07-25-020-28W4	100082502028W400	378695
838	100/11-25-020-28W4	100052502028W400	379828
839	100/12-25-020-28W4	100052502028W400	379579
840	100/11-26-020-28W4	100132602028W400	383858
841	100/16-26-020-28W4	100052502028W400	419680
842	100/06-28-020-28W4	100062802028W400	93526
843	100/11-29-020-28W4	100112902028W400	75680
844	100/10-31-020-28W4	100103102028W400	9613
845	100/07-32-020-28W4	100073202028W400	75653
846	100/03-33-020-28W4	100063302028W400	387347
847	100/04-33-020-28W4	100043302028W400	92723
848	100/05-33-020-28W4	100063302028W400	387385
849	100/11-33-020-28W4	100063302028W400	387340
850	100/16-33-020-28W4	100163302028W400	364872
851	100/10-34-020-28W4	100103402028W400	69040
852	100/14-35-020-28W4	100133502028W400	419669
853	100/14-36-020-28W4	100020102128W400	400262
854	100/09-01-021-28W4	100080102128W400	399554
855	100/03-02-021-28W4	100080302128W400	419394
856	100/08-02-021-28W4	100050102128W400	399480
857	100/14-02-021-28W4	100080302128W400	419395
858	100/08-03-021-28W4	100080302128W400	399438
859	100/16-03-021-28W4	100080302128W400	419393
860	100/01-04-021-28W4	100163302028W400	355144
861	100/07-04-021-28W4	100070402128W400	54022
862	100/11-06-021-28W4	100110602128W400	16355
863	100/11-07-021-28W4	100110702128W400	25463
864	100/01-11-021-28W4	100011102128W400	399408
865	100/14-12-021-28W4	100141202128W400	21608
866	100/07-13-021-28W4	100091302128W400	419372
867	100/09-13-021-28W4	100091302128W400	399407
868	100/10-13-021-28W4	100101302128W400	74644
869	100/08-14-021-28W4	100081402128W400	399409
870	100/07-17-021-28W4	100071702128W400	5651
871	100/10-18-021-28W4	100101802128W400	32323
872	100/12-19-021-28W4	100121902128W400	3288
873	100/03-20-021-28W4	100032002128W400	168304
874	100/01-24-021-28W4	100012402128W400	297088
875	100/16-24-021-28W4	100162402128W400	364250
876	100/06-12-022-28W4	100061202228W400	150861
877	100/07-19-022-28W4	100071902228W400	212209
878	100/10-20-022-28W4	100102002228W400	33390
879	100/12-20-022-28W4	100122002228W400	191205
880	100/06-29-022-28W4	100062902228W400	34652

Lexin Resources Ltd. - Wells for Partial Discharge

	UWI	Surface HoleLocation	LicenseNumber
881	*100/11-29-022-28W4*	100112902228W400	205881
882	*100/04-10-023-28W4*	100041002328W400	189985
883	*102/10-28-023-28W4*	100112802328W400	327717
884	*100/04-04-014-29W4*	100010501429W400	310382
885	*100/10-18-014-29W4*	100101801429W400	262831
886	*100/09-13-016-29W4*	100091301629W400	317643
887	*100/11-17-016-29W4*	100111701629W400	239329
888	*100/01-35-016-29W4*	100013501629W400	298211
889	*100/02-14-017-29W4*	100041401729W400	423875
890	*100/04-23-017-29W4*	100042301729W400	273744
891	*100/05-01-018-29W4*	100110101829W400	238088
892	*100/06-03-018-29W4*	100060301829W400	248005
893	*100/14-03-018-29W4*	100140301829W400	290634
894	*100/01-23-018-29W4*	100012301829W400	237177
895	*100/11-26-018-29W4*	100112601829W400	259973
896	*100/04-35-018-29W4*	100013401829W400	313563
897	*100/07-04-019-29W4*	100070401929W400	365054
898	*100/15-11-019-29W4*	100141101929W400	331909
899	*100/12-12-019-29W4*	100041301929W400	350142
900	*100/04-13-019-29W4*	100041301929W400	350212
901	*100/03-14-019-29W4*	100141101929W400	304219
902	*100/02-15-019-29W4*	100021501929W400	351356
903	*100/01-21-019-29W4*	100012101929W400	326434
904	*100/08-22-019-29W4*	100082201929W400	267710
905	*102/08-22-019-29W4*	100052301929W400	278840
906	*102/04-23-019-29W4*	100052301929W400	287362
907	*102/05-23-019-29W4*	102052301929W400	355895
908	*100/16-23-019-29W4*	100162301929W400	213449
909	*100/12-25-019-29W4*	100132501929W400	336844
910	*100/13-25-019-29W4*	100132501929W400	216989
911	100/03-26-019-29W4	100032601929W400	328340
912	100/15-26-019-29W4	100152601929W400	190051
913	102/15-26-019-29W4	102152601929W400	279781
914	100/08-27-019-29W4	100162701929W400	271635
915	102/06-35-019-29W4	100103501929W400	192484
916	103/06-35-019-29W4	103063501929W400	303506
917	100/10-35-019-29W4	100103501929W400	192484
918	100/03-36-019-29W4	100033601929W400	342499
919	100/06-11-020-29W4	100061102029W400	352289
920	100/09-11-020-29W4	100091102029W400	352294
921	100/10-36-020-29W4	100103602029W400	9159
922	102/10-36-020-29W4	102103602029W400	166026
923	100/10-13-021-29W4	100101302129W400	4955
924	100/10-25-021-29W4	100102502129W400	17688
925	100/07-35-021-29W4	100073502129W400	36157
926	100/11-36-021-29W4	100113602129W400	75528
927	100/11-01-022-29W4	100110102229W400	81195
928	100/10-02-022-29W4	100100202229W400	40118
929	102/10-02-022-29W4	102100202229W400	52366
930	100/10-13-022-29W4	100101302229W400	36284
931	100/11-24-022-29W4	100112402229W400	38033
932	100/14-01-016-30W4	100140101630W400	241052
933	100/10-13-016-30W4	100091301630W400	249368
934	100/01-24-016-30W4	100012401630W400	278472
935	100/10-24-016-30W4	100102401630W400	239339

Lexin Resources Ltd. - Wells for Partial Discharge

	UWI	Surface HoleLocation	LicenseNumber
936	100/01-25-016-30W4	100082501630W400	260364
937	100/03-29-007-01W5	100142000701W500	421604
938	100/16-31-007-01W5	100010600801W500	345553
939	100/01-05-008-01W5	100020500801W500	336674
940	100/14-08-008-01W5	100140800801W500	318958
941	100/13-09-008-01W5	100140900801W500	333275
942	100/07-29-008-01W5	100082900801W500	327562
943	100/09-31-008-01W5	100093100801W500	341863
944	100/15-28-009-01W5	100152800901W500	358668
945	100/09-31-011-01W5	100093101101W500	354629
946	100/06-07-012-01W5	100110701201W500	343151
947	100/11-07-012-01W5	100110701201W500	243602
948	100/10-10-014-01W5	100101001401W502	257697
949	100/09-27-014-01W5	100162701401W500	282193
950	100/16-01-016-01W5	100140101630W400	346272
951	100/01-03-016-01W5	100010301601W500	295768
952	100/13-01-017-01W5	100130101701W500	245299
953	100/16-15-017-01W5	100161501701W500	244073
954	100/07-01-019-01W5	100070101901W500	297790
955	100/16-02-019-01W5	100150201901W500	357986
956	100/15-04-019-01W5	100150401901W500	304001
957	100/12-11-019-01W5	100121101901W500	334332
958	100/16-13-019-01W5	100161301901W500	230800
959	100/07-14-019-01W5	100071401901W500	335773
960	100/11-24-019-01W5	100112401901W500	327156
961	100/10-01-020-01W5	100100102001W500	30770
962	103/11-11-020-01W5	103111102001W500	249311
963	100/13-33-008-02W5	100093200802W500	369944
964	100/07-16-009-02W5	100071600902W500	315756
965	100/09-12-012-02W5	100110701201W500	254148
966	100/06-13-012-02W5	100101301202W500	315409
967	100/08-13-012-02W5	100101301202W500	315397
968	100/09-13-012-02W5	100101301202W500	370926
969	100/10-13-012-02W5	100101301202W500	312832
970	100/14-13-012-02W5	100101301202W500	315408
971	100/16-13-012-02W5	100101301202W500	370926
972	100/01-24-012-02W5	100022401202W500	205299
973	100/03-24-012-02W5	100022401202W500	291444
974	100/13-24-012-02W5	100032501202W500	293621
975	100/15-24-012-02W5	100032501202W500	297163
976	100/02-25-012-02W5	100032501202W500	272038
977	100/03-25-012-02W5	100032501202W500	246152
978	100/12-25-012-02W5	100032501202W500	293624
979	100/08-26-012-02W5	100032501202W500	297164
980	100/04-11-013-02W5	100011001302W500	351890
981	100/13-34-018-02W5	100133401802W500	358528
982	100/01-06-021-02W5	100153102002W500	357846
983	100/16-06-023-02W5	100160602302W500	274498
984	100/15-09-023-02W5	100150902302W500	333384
985	100/07-20-023-02W5	100072002302W500	333382
986	100/13-21-023-02W5	100132102302W500	334424
987	100/06-22-023-02W5	100062202302W500	334420
988	100/03-30-023-02W5	100033002302W500	334519
989	100/04-34-009-03W5	100092700903W500	431718
990	100/06-31-020-03W5	100053102003W500	135189

Lexin Resources Ltd. - Wells for Partial Discharge

	UWI	Surface HoleLocation	LicenseNumber
991	102/06-02-023-03W5	100070202303W500	306596
992	100/12-27-023-03W5	100122702303W500	333309
993	100/12-17-023-04W5	100091802304W500	131762
994	100/15-23-023-04W5	100152302304W500	259075
995	100/08-19-041-04W5	100081904104W500	77282
996	100/10-08-056-04W5	100100805604W500	313954
997	100/16-34-036-05W5	100163403605W500	250614
998	100/15-32-053-11W5	100153205311W500	350562
999	102/02-33-053-11W5	100023305311W500	350126
1000	100/04-11-054-13W5	100131105413W500	440344
1001	102/04-22-053-14W5	100042705314W500	440262
1002	100/13-30-053-14W5	100133005314W500	424061
1003	100/04-07-054-14W5	100040705414W500	86921
1004	100/16-07-054-14W5	100010705414W500	419090
1005	100/16-09-054-14W5	100160905414W500	140132
1006	100/04-26-062-14W5	100042606214W500	235665
1007	100/12-24-051-17W5	100122405117W500	218441
1008	100/12-19-111-02W6	100121911102W602	251500
1009	100/15-23-079-05W6	100152307905W600	292481
1010	100/12-16-083-05W6	100121608305W600	306935
1011	100/02-26-083-05W6	100022608305W600	191629
1012	100/09-35-083-05W6	100093508305W600	238701
1013	100/08-19-087-05W6	100081908705W600	184575
1014	100/13-19-087-05W6	100131908705W600	178566
1015	100/02-04-115-05W6	100020411505W600	141066
1016	100/02-32-122-05W6	100023212205W600	220180
1017	100/13-27-082-06W6	100132708206W600	287617
1018	100/05-19-108-06W6	100051910806W600	128903
1019	100/13-10-114-06W6	100131011406W600	173784
1020	100/09-17-114-06W6	100091711406W600	165674
1021	100/14-17-114-06W6	100141711406W600	169957
1022	100/07-20-114-06W6	100102011406W600	168033
1023	102/11-20-114-06W6	102112011406W600	165664
1024	100/16-17-116-06W6	100161711606W600	267684
1025	102/06-30-075-07W6	102063007507W600	219069
1026	100/12-06-076-07W6	100120607607W600	139890
1027	102/06-10-084-08W6	102061008408W600	203786
1028	100/16-10-085-08W6	100161008508W600	132064
1029	100/06-14-082-09W6	100061408209W602	144958
1030	100/04-32-087-09W6	100013108709W600	178682
1031	100/01-05-088-10W6	100020508810W600	353883
1032	100/07-31-108-12W6	100073110812W600	232165
1033	100/07-09-109-12W6	100070910912W600	213769

In the Matter of the Receivership of
Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership,
LR Processing Ltd., and LR Processing Partnership

Receipts and Disbursements - March 20, 2017 to April 5, 2018

Unrestricted Trust Accounts

Receipts	
Receiver's borrowings	2,010,000
Sale of carbon credits	1,556,711
Oil & gas revenue	392,886
Sale of vehicles	114,770
GST collected	81,050
Equity of leased vehicles	40,410
Cash held at receivership	3,636
Interest earned on cash held in trust	3,049
Collection of AR & other revenue	2,158
	4,204,670
Disbursements	
Receiver fees	1,265,680
Receiver's counsel fees and costs	718,908
Utilities and other services	405,972
Data Management Specialist	234,079
Commission expense	179,833
Royalty Payments	164,045
GST on disbursements	157,738
Contract services	135,375
Software licensing fees and services	80,773
Insurance	78,244
Storage costs	58,205
Repairs and maintenance	55,853
Removal, indexing and review of Records	53,069
Server set-up & ongoing maintenance	47,673
Funds transferred to bankruptcy estate	24,371
Other consulting services	19,507
Miscellaneous other expenses	10,267
OSB filing & Ascend fees	900
	3,690,493
Cash in Unrestricted Trust Accounts	**514,178**

Restricted Trust Account

Receipts	
Funds received from Cargill, net of GST	60,350
Sale of seismic, net of GST	12,736
Interest earned on cash held in trust	289
Sale deposit (Note 1)	-
	73,375
Disbursements	-
Cash in Restricted Trust Account	**73,375**
Total Cash in Trust	**587,553**

Note 1 - Sale deposit is confidential so as to not prejudice a future sale in the event the proposed sale is not approved by the Court or does not close.

In the Matter of the Receivership of
Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership
LR Processing Ltd., and LR Processing Partnership

Summary of Professional Fees - March 20, 2017 to April 5, 2018

	Invoice	Fees	Disburse.	Sub-total	GST	Total
Professional Fees - Receiver						
Rendered, Paid and Approved by the Court						
to March 31, 2017	LABS-1812	140,529.79	-	140,529.79	7,026.49	147,556.28
to April 30, 2017	LABS-1813	164,423.69	3,118.70	167,542.39	8,377.12	175,919.51
to May 31, 2017	LABS-1833	90,949.46	-	90,949.46	4,547.47	95,496.93
to June 30, 2017	LABS-1848/1849	108,883.74	-	108,883.74	5,444.18	114,327.92
to July 31, 2017	LABS-1888/1886	72,061.83	65.87	72,127.70	3,606.38	75,734.08
to August 31, 2017	LABS-1906/1903	91,662.62	-	91,662.62	4,583.13	96,245.75
to September 30, 2017	LABS-1937	70,209.66	-	70,209.66	3,510.48	73,720.14
to October 31, 2017	LABS-1969	118,044.00	-	118,044.00	5,902.20	123,946.20
Sub-total		856,764.79	3,184.57	859,949.36	42,997.46	902,946.82
Additional Rendered and Paid						
to October 31, 2017	LABS-1966	6,942.16	-	6,942.16	6,249.31	13,191.47
to November 30, 2017	LABS-1982	87,324.30	1.81	87,326.11	4,366.31	91,692.42
to December 31, 2017	LABS-2012	65,666.97	-	65,666.97	3,283.35	68,950.32
to January 31, 2018	LABS-2049/2036	62,317.87	-	62,317.87	3,115.90	65,433.77
to February 28, 2018	LABS-2058	76,311.86	-	76,311.86	3,815.59	80,127.45
to March 31, 2018		110,352.31	-	110,352.31	5,517.62	115,869.93
Sub-total		408,915.47	1.81	408,917.28	26,348.08	435,265.36
Total Receiver Fees		**1,265,680.26**	**3,186.38**	**1,268,866.64**	**69,345.54**	**1,338,212.18**
Professional Fees - Receiver's legal counsel						
Rendered, Paid and Approved by the Court						
to March 28, 2017	697444871	56,047.00	1,449.05	57,496.05	2,874.31	60,370.36
to March 31, 2017	697450443	27,880.00	2,121.01	30,001.01	1,496.50	31,497.51
to April 30, 2017	697462348	83,181.50	3,285.45	86,466.95	4,323.01	90,789.96
to May 31, 2017	697472475	69,595.50	2,365.46	71,960.96	3,580.88	75,541.84
to June 30, 2017	697482372	26,625.50	2,506.46	29,131.96	1,395.55	30,527.51
to July 31, 2017	697488400	22,772.50	741.44	23,513.94	1,172.51	24,686.45
to August 31, 2017	697502069	13,978.00	261.96	14,239.96	712.00	14,951.96
to Sept 30, 2017	697511744	30,257.50	276.47	30,533.97	1,524.96	32,058.93
to Oct 31, 2017	697516831	90,752.50	5,784.40	96,536.90	4,823.11	101,360.01
Sub-total		421,090.00	18,791.70	439,881.70	21,902.83	461,784.53
Additional Rendered and Paid						
to November 30, 2017	697541096	126,529.95	7,147.99	133,677.94	6,668.92	140,346.86
to December 31, 2017	697548751	97,809.15	13,875.17	111,684.32	5,581.45	117,265.77
to January 31, 2018	697553770	11,832.20	6,194.08	18,026.28	591.62	18,617.90
to February 28, 2018	697562634	15,332.40	305.07	15,637.47	781.88	16,419.35
Sub-total		251,503.70	27,522.31	279,026.01	13,623.87	292,649.88
Total Legal Fees		**672,593.70**	**46,314.01**	**718,907.71**	**35,526.70**	**754,434.41**
Total Professional Fees		**$1,938,273.96**	**$ 49,500.39**	**$1,987,774.35**	**$ 104,872.24**	**$2,092,646.59**