

Clerk's stamp:

COURT FILE NUMBER

1701-03460

COURT

COURT OF QUEEN'S BENCH

JUDICIAL CENTRE

CALGARY

APPLICANT

ALBERTA ENERGY REGULATOR

RESPONDENTS

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

DOCUMENT

AFFIDAVIT OF LINDA MARSH

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

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Calgary, AB T2P 0C1
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File No.: 084924-00005/CJH

**AFFIDAVIT OF LINDA MARSH
SWORN FEBRUARY 14, 2019**

I, Linda Marsh, of Calgary, Alberta, Land Manager at Long Term Asset Management ("LTAM"), MAKE OATH AND SAY THAT:

INTRODUCTION

1. I am the Land Manager at LTAM and as such have personal knowledge of the facts and matters hereinafter deposed to except where stated to be based on information and belief and where so stated I do verily believe the same to be true.
2. I am currently directly involved with the sale transaction between LTAM and Grant Thornton Limited, in its capacity as court-appointed receiver and manager (the "Receiver") of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR

Processing Partnership (collectively, the "**Debtors**") as outlined in an Asset Purchase Agreement dated November 16, 2018 (the "**Sale Agreement**") and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit on behalf of the LTAM.

THE APPROVAL AND VESTING ORDER AND CLOSING

3. On November 27, 2018, the Court of Queen's Bench of Alberta (the "**Court**") issued an Approval and Vesting Order (Sale by Receiver), pursuant to which the transaction contemplated by the Sale Agreement was approved and all of the Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**") vested in LTAM (the "**AVO**"). Attached hereto as **Exhibit "A"** is a copy of the AVO.
4. The transaction contemplated by the Sale Agreement closed on January 31, 2019 (the "**Closing**").
5. Subsequent to the AVO being granted, it was discovered that two petroleum and natural gas leases (the "**Missing Leases**") associated with four natural gas wells being purchased under the Sale Agreement were not included on Schedule "A" to the Sale Agreement. The natural gas wells associated with the Missing Leases were included on Schedule "B" and it is only reasonable to conclude that the Missing Leases should have been included in the Sale Agreement. The two Missing Leases, which were included in earlier drafts of the Sale Agreement and which should have been included on the Sale Agreement approved by this Honourable Court are as follows:
 - (a) Alberta Crown P&NG Lease #0404110037 covering Twp 17 Rge 29 W4M: Section 11 (All P&NG to base Mannville); and
 - (b) ExxonMobil Canada Energy fee simple lease (All PN&G to base Jurassic) covering Twp 17 Rge 29 W4M: Section 5, under Certificate of Title No. 46Y38.

Attached hereto as **Exhibit "B"** is a copy of an email from James Nixon, an associate at the Receiver to me dated October 3, 2018 which includes a clean and revised schedule of the mineral leases that LTAM was acquiring in the Sale Agreement. I have highlighted the Missing Leases on these schedules.

6. As set out in various reports filed by the Receiver in these proceedings, the Debtors' records were in disarray at the commencement of the receivership proceedings and appear to have largely remained so due to the circumstances outlined in these reports. LTAM diligently prepared the schedules for the AVO based on the Debtors' records that were available to

them in or about November 2018. Despite this, in further reviewing the Debtors' records in preparation for Closing, LTAM determined that there were certain deficiencies in the AVO that would need to be rectified, including:

- (a) Several additional surface/easement caveat registrations relating to the Purchased Assets would need to be included in Schedule "D" to the AVO; and
- (b) All of the mineral caveat registrations relating to the Purchased Assets would need to be included in Schedule "D" to the AVO.

7. On January 25, 2019, in advance of Closing, I met with a supervisor at the Alberta Land Titles Office in Calgary, Alberta (the "LTA") to ensure that the AVO was in the proper form and would affect the transfer of the Permitted Encumbrances, Caveats, Easements and Restrictive Covenants and other instruments set out on Schedule "D" thereto without rejection by the LTA. I was advised that it would be beneficial if the wording in the second numbered paragraph 5 of the AVO be amended as follows:

- (a) Subparagraph 5(i) should state set out the address for service for LTAM.

"Enter the Purchaser whose address for service is 925 Veterans Blvd., Airdrie, Alberta T4A 2G6 (or its nominee) as the owner, lessee, licensee, grantee and/or caveator of the Purchased Assets and the Permitted Encumbrances, Caveats, Easements, Restrictive Covenants, Surface Rights Board Order and other instruments set out on Schedule "D" attached hereto relating to the Purchased Assets."

- (b) Subparagraph 5(ii) should provide more clarity in respect of the Certificate of Title currently in the name of Compton Petroleum Corporation (which as of earlier this month was changed to Lexin Resources Ltd.).

"Cancel the existing Certificate of Title 031 196 684 for a ½ fee simple interest in all mines and minerals underlying Township 18 Rge 29 W4M: Section 34 currently held in the name of Lexin Resources Ltd., register the Transfer of Land dated January 31, 2019 and issue a new Fee Certificate of Title to Purchaser"

- (c) Subparagraph 5(iii) should make specific reference to Schedule "C" of the AVO.

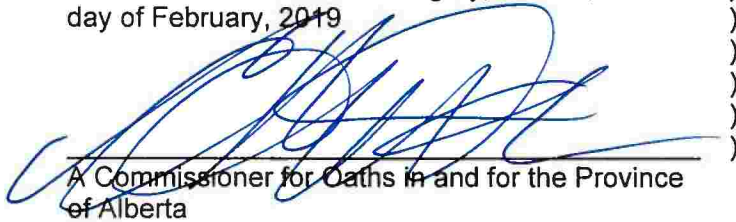
"Delete and expunge from the existing title documents concerning the Purchased Assets all applicable Claims including the encumbrances set out on Schedule "C" attached hereto, all as may be required to convey clear title to the Purchased Assets to the Purchaser (or its nominee);

8. Attached hereto as **Exhibit "C"** is a blacklined copy of the AVO which shows the changes outlined above.

CONCLUSION

9. I make this Affidavit in support of an Application by LTAM to amend and restate the AVO and for such other and related relief as may be sought.

SWORN BEFORE ME at Calgary, Alberta, this 14th)
day of February, 2019)


A Commissioner for Oaths in and for the Province
of Alberta

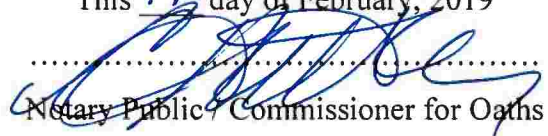
CAROL J. HUNTER


LINDA MARSH

This is **Exhibit "A"** referred to in the
Affidavit of **LINDA MARSH**

sworn before me at Calgary, Alberta

This 14th day of February, 2019


.....
Notary Public / Commissioner for Oaths
in and for the Province of Alberta

CAROL J. HUNTER

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

APPROVAL AND VESTING ORDER
(Sale by Receiver)

I hereby certify this to be a true copy of
the original Order

Dated this 27 day of Nov 2018

[Signature]
for Clerk of the Court

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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1900, 520 3 Avenue SW
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Email: rgurofsky@blg.com
File No.: 547730-000021

DATE ON WHICH ORDER WAS PRONOUNCED: November 27, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

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

UPON THE APPLICATION by Grant Thornton Limited in its capacity as the Court-appointed receiver and manager (the "Receiver") of the undertaking, property and assets of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership (collectively, the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and Long Term Asset Management Inc. (the "Purchaser") dated November 16, 2018 and appended to the Tenth Report of the Receiver dated November 19, 2018 (the "Tenth Report"), and vesting in the Purchaser (or its nominee)

the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Orders dated March 20, 2017 and June 13, 2017 (together, the "**Receivership Order**"), the Tenth Report and the Affidavit of Service of Stella Kim sworn November 26, 2018;

AND UPON HEARING the submissions of counsel for the Receiver, counsel for the Purchaser and any other counsel appearing at the application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTIONS

- [2] The Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser (or its nominee), including but not limited to the authorization and empowerment to initiate the transfer of licenses subject to the Transaction on the Alberta Energy Regulator's Digital Data Submission system to the Purchaser (or its nominee).
- [3] The approval of the Transaction is conditional upon the Receiver, the Purchaser and Midstream Canada Ltd. reaching agreement on, or if no such agreement is reached by the parties, an order of the Court determining: (i) the applicability of contractual rights of first refusal and exemptions thereto to certain of the properties related to Licence Numbers 34551, 38743 and 47899, which form part of the Transaction, and (ii) the respective working interests of Lexin Resources Ltd. and Midstream Canada Ltd. in pipelines 33 and 34 subject to license number 34511.

AREA DEDICATION PLAN

- [4] The disclaimer of the Mazeppa Dedicated Gas Contract attached as Schedule "D" to a Farmout, Participation and Area of Mutual Interest Agreement, Mazeppa Area, Alberta made between Mobil Oil Canada and Compton Petroleum Corporation dated December 31, 1997 (the "**Dedication Agreement**") is hereby accepted and the Purchased Assets shall vest in the Purchaser (or its nominee) free and clear of the Dedication Agreement.

VESTING OF PROPERTY

- [5] Upon the delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

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

and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

- [5] Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, subject only to approval of the transfer of applicable licences, permits and approvals by the AER pursuant to legislation administered by the AER, the Registrar or Registrars under the *Land Titles Act* (Alberta) RSA 2000, c.L-7 (the "**LTA**"), the Department of Energy and the Minister of Energy of Alberta and all other government ministries and authorities in Alberta, respectively, exercising jurisdiction with respect to or over the Purchased

Assets (collectively, the "**Governmental Authorities**"), as applicable, are hereby authorized, requested and directed to (in each case as applicable):

- (i) enter the Purchaser (or its nominee) as the owner, lessee and/or licensee of the Purchased Assets;
- (ii) cancel the existing Certificates of Title to the Assets and issue new Certificates of Title for the Purchased Assets, in the name of the Purchaser (or its nominee), and for clarity, to cancel the existing Certificate of Title Number 031 196 684 for a 1/2 fee simple interest in all mines and minerals at Twp 18, Rge 29, Sec 34, W4M in the name of Compton Petroleum Corporation and issue a new Certificate of Title in the name of the Purchaser (or its nominee);
- (iii) delete and expunge from the existing title documents concerning the Purchased Assets all applicable Claims including encumbrances; and
- (iv) register such transfers, discharges, discharge statements or conveyances, as may be required to convey clear title to the Purchased Assets to the Purchaser (or its nominee), subject only to the Permitted Encumbrances.

[6] This Order shall be registered by the Registrar under the LTA notwithstanding the requirements of section 191(1) of the LTA and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

[7] As applicable, the Registrar under the LTA is hereby directed in accordance with section 162 of the of the LTA to accept all of the Affidavits of Corporate Signing Authority submitted by the Receiver, in its capacity as Receiver of the property, assets and undertaking of the Debtor and to register the transfers, assignments and conveyances contemplated by the Sale Agreement.

[8] 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 all Claims and Encumbrances 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,

and for clarity, the Curative Cost Fund, as such term is defined in the Tenth Report, shall be paid from the net proceeds from the sale of the Purchased Assets.

- [9] The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
- [10] The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
- [11] The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
- [12] Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
- [13] The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).
- [14] Notwithstanding:
 - a) The pendency of these proceedings;
 - b) Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
 - c) Any assignment in bankruptcy made in respect of the Debtor

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

- [15] The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and directions 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.

SEALING ORDER

- [16] The Confidential Appendix to the Tenth 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 Appendix in a sealed envelop attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL APPENDIX TO THE RECEIVER'S TENTH REPORT, DATED NOVEMBER 19, 2018 FILED IN COURT FILE NO. 1701-03460, WHICH SHALL BE SEALED FOR A PERIOD OF THREE (3) MONTHS FOLLOWING THE CLOSING OF THE TRANSACTION, PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE JUSTICE B.E.C. ROMAINE ON NOVEMBER 27, 2018 AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY ACCESIBLE.

- [17] The Receiver is empowered and authorized, but not directed, to provide the Confidential Appendix (or any portion thereof, or other information contained there) to any interested party, entity or person that the Receiver considers reasonable in the circumstances, subject to confidentiality arrangements satisfactory to the Receiver.
- [18] Leave is 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.

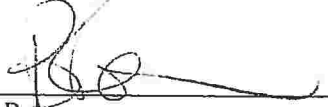
MISCELLANEOUS MATTERS

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

to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

[20] This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

[21] Service of this Order on any party not attending this application is hereby dispensed with.



J.C.Q.B.A.

Schedule "A"**Form of Receiver's Certificate**

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

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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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, Judicial District of Calgary (the "Court") dated March 20, 2017, Grant Thornton Limited was appointed as the receiver (the "Receiver") of the undertaking, property and assets of, *inter alia*, Lexin Resources Ltd. and 0989 Resource Partnership (the "Debtor").
- B. Pursuant to an Order of the Court dated November 27, 2018 (the "Sale Approval Order"), the Court approved the agreement of purchase and sale made as of November 16, 2018 (the "Sale Agreement") between the Receiver and Long Term Asset Management Ltd. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the

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

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

THE RECEIVER CERTIFIES the following:

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

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

Per; _____

—

Name:

Title:

SCHEDULE "B"

Purchased Assets

The Purchased Assets as defined in the Purchase and Sale Agreement dated November 16, 2018 as between Grant Thornton Limited in its capacity as Court appointed Receiver of Lexin Resources Ltd., 1051393 BC Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership and not in its personal capacity, and Long Term Asset Management Inc.

SCHEDULE "C"**Encumbrances – Not Permitted**

SECURITY	LANDS	REGISTRATION NO.	REGISTRATION DATE
The Toronto Dominion Bank Demand Debenture against Compton Petroleum Corporation	Twp 16 Rge 28 W4M: Section 31	121 084 213	11/04/2012
	Twp 16 Rge 29 W4M: Section 25	121 084 213	11/04/2012
	Twp 16 Rge 29 W4M: Section 31	121 084 213	11/04/2012
	Twp 16 Rge 29 W4M: Section 33	121 084 213	11/04/2012
	Twp 17 Rge 28 W4M: Section 7	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section 1	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section 5	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section 8	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section N 9	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section 15	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section 17	121 084 213	11/04/2012

	Twp 17 Rge 29 W4M: Section 21	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section 27	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section 33	121 084 213	11/04/2012
	Twp 18 Rge 29 W4M: Section 5	121 084 213	11/04/2012
	Twp 18 Rge 29 W4M: Section 8	121 084 213	11/04/2012
	Twp 18 Rge 29 W4M: Section 33	121 084 213	11/04/2012
	Twp 18 Rge 29 W4M: Section 34	121 084 213	11/04/2012

SECURITY	LANDS	REGISTRATION NO.	REGISTRATION DATE
Security Interest 1049597 B.C. Ltd. Suite 1860, 400 Burrard Street Vancouver, B.C. V6C 3A6 (\$380,000.00)	Twp 17 Rge 29 W4M: SE 4	161 033 286	02/02/2016
Certificate of Lis Pendens	Twp 17 Rge 29 W4M: SE 4	161 123 513	27/05/2016
Security Interest 1049597 B.C. Ltd. Suite 1860, 400 Burrard Street Vancouver, B.C. V6C 3A6 (\$619,000.00)	Twp 16 Rge 28 W4M: NW 31	161 033 289	02/02/2016

SCHEDULE "D"**Permitted Encumbrances, Caveats, Easements and Restrictive Covenants****CAVEATS - EASEMENTS****To be transferred into the name of the Purchaser or its Nominee**

FILE NO.	REGISTRATION DATE	LEGAL DESCRIPTION	INSTRUMENT NO.
E03540	28/09/1999	4;29;16;33;NE	991 281 606
E03545	28/09/1999	4;29;17;11;SW; SE	991 281 607
E03547	24/11/1999	4;29;17;12;SW	991 344 262
E03537	28/09/1999	4;29;16; 20;NE;29;E	991 281 603
E03526	24/11/1999	4;29;16;29;E	991 344 266
E03540	28/09/1999	4;29;16;33;NE	991 281 606
E03548	24/11/1999	4;29;17;12;SE	991 344 263
E03549	28/09/1999	4;28;17;7;SW	991 281 608
E03550	24/11/1999	4;28;17;7;SE	991 344 264
E03551	28/09/1999	4;28;17;8;SW	991 281 609
E03553	28/09/1999	4;28;17;8;SE	991 281 610
E03554	28/09/1999	4;28;17;9;S	991 281 614
E03555	28/09/1999	4;28;17;10;W	991 281 615
E03557	28/09/1999	4;28;17;15;SW	991 281 616
E03558	24/11/1999	4;28;17;15;SE	991 344 265
E03559	28/09/1999	4;28;17;14;SW	991 281 617
E01493	21/10/2002	4;29;17;21; NE	021 367 927
E03527	24/07/2000	4;29;17;4;S;NW;5;E	001 203 124

E04026	19/03/2003	4;29;17;12;SW	031 090 812
E04027	19/03/2003	4;29;17;12;NW	031 090 813
E04028	08/04/2003	4;29;17;13;SW	031 113 973
E04029	02/04/2003	4;29;17;14;SE	031 106 158
E04030	02/04/2003	4;29;17;14;SW	031 106 159
E04031	02/04/2003	4;29;17;14;NW	031 106 160
E04032	02/04/2003	4;29;17;15;NE;22;S	031 106 161
E04033	02/04/2003	4;29;17;22;NW	031 106 162
E04038	19/03/2003	4;29;17;1;NE	031 090 810
E04039	19/03/2003	4;29;17;1;NW	031 090 811
E05246-02	06/02/2007	4;29;17;12;SE	071 060 301
E06318-01	27/11/2001	4;29;17;8;NE	011 352 721
E06318-02	27/11/2001	4;29;17;17;SE	011 352 722
E06331-01	25/02/2005	4;29;17;8;SE	051 067 383
E06331-02	25/02/2005	4;29;17;8;NE	051 067 384

SURFACE LEASE CAVEATS

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

File	Lands	Title No.	Registration No.
S03614	16-28-W4M: SW 18	811 099 388	041 052 942
S03215	16-28W4M: NW 30	101 261 159 +1	031 424 026
S04198	16-28W4M: SW 31	081 080 573 +1	051 051 035
S02998	16-28W4M: NW 31	081 080 573	031 266 209
S00399	16-29W4M: NE 20	801 182 662 B	001 342 160
S04193	16-29W4M: SE 24	111 103 621	041 444 790
S03345	16-29W4M: NE 24	091 116 236	No Registration for NE 24
S04194	16-29W4M: SE 25	141 112 017	041 445 026
S03344	16-29W4M: NE 25	141 305 662 +1	No Registration for NE 25
S01942	16-29W4M: E 29	901 145 113 + 1	991 140 795
S03669	16-29W4M: NE 29	991 238 209	991 140 795
S03537	16-29W4M: NE 29	991 238 209	991 340 215

S05453	16-29W4M: NW 32	081 201 936	061 143 568
S04751 (A & B)	16-29W4M: SW 33,	061 522 260 +1	051 276 406
S01404	16-29W4M: SW 33	061 522 260 +1	001 203 113
S01016	16-29W4M: SW 33	061 522 260 +1	001 203 113
S05435	17-28W4M: NE 6	121 209 459	061 125 749
S04833	17-28W4M: S 7	031 428 877 +10	051 208 784
S03756	17-28W4M: SW 7	031 428 877 +10	041 223 817
S05225	17-28W4M: NE 12	091 326 389	071 060 268
S03529	17-29W4M: SW 4	761 100 338	001 170 404
S00292	17-29W4M: SW 4	761 100 338	991 221 563
S02892(01)	17-29W4M: NW 4	761 100 338	031 112 016
S02892(2)	17-29W4M: SW 4	761 100 338	031 112 010
S03529	17-29W4M: NE 5	761 100 351	001 170 405
S06405	17-29W4M: SE 8	761 100 354	041 227 469
S06404	17-29-W4M: NE 8	941 263 682	041 227 470
S06406	17-29W4M: NE 8	941 263 682	011 217 939
S01018	17-29W4M: SE 8 SW 9	761 100 336	011 271 511
S04561	17-29W4M: NW 11	971 171 436	051 152 006
S04314	17-29W4M: NE 11	081 365 717 +1	051 254 404 (ROE Order #0796/2005) 051 359 942 (Surface Rights Board Order 1296/2005)
S01338	17-29W4M: SE 12	101 323 363	001 196 846
S02791	17-29W4M: SE 12	101 323 363	031 012 474
S06409(01)	17-29W4M: SE 10 17-29W4M: E 3	761 100 343 (SE 10) 761 100 345 (E 3)	981 198 101
S06409(02)	17-29W4M: SE 10	761 100 343 761 100 345 (E 3)	111 336 010
S03546	17-29W4M: SW 11	741 026 560 C	001 328 392
S06410	17-29W4M: NW 12	971 128 534	041 393 776
S01997(01)	17-29W4M: NW 15	071 093 696	021 168 021
S01997(02)	17-29W4M: SW 15	961 273 289	021 168 022
S01174	17-29W4M: SW 16	761 100 339	001 302 209
S02201	17-29W4M: NW 16	951 003 969	011 320 879
S04171(01)	17-29W4M: NE 16	941-083 370	041 444 645
S04171(02)	17-29W4M: NW 16	951 003 969	041 444 646
S01232	17-29W4M: SE 7	821 194 079	001 196 860
S01359	17-29W4M: S 17	821 194 079	001 242 799
S06201	17-29W4M: NE 18	761 100 344	071 583 547
S05456	17-29W4M: NW 18	761 100 353	061 125 498
S5456 (01)	17-29W4M: NE 18	761 100 344	051 490 185

S05294	17-29W4M: NE 18	761 100 344	051 490 185
S01015	17-29W4M: E 20	941 277 705 +1	001 044 467
S01912	17-29W4M: NE 20	941 277 705 +1	011 370 875
S01373	17-29W4M: SE 22	071 093 696 +1	021 048 747
S01391	17-29W4M: SW 22	071 093 696 +2	021 048 746
S02523	17-29W4M: NW 22	173S60	021 274 767
S02501	17-29W4M: NW 28	051 372 422 +3	021 247 147
S02362	17-29W4M: NE 28	861 117 086	011 320 882
S00605	17-29W4M: NE 32	941 311 530 +1	011 320 866
S04257	17-29W4M: NE 33	901 194 472	041 444 277
S4257(1)	17-29W4M: NW 33	111 260 569 +15	041 444 278
S01573	18-29W4M: NE 4	991 037 212	011 053 460
S01757	18-29W4M: NW 4	031 065 511	011 053 459
S04097	18-29W4M: SE 5	111 260 569 +14	041 444 787
S01863	18-29W4M: NE 5	111 260 569 +14	011 263 259
S04849	18-29W4M: SE 8	951 267 403 +1	051 241 709
		951 267 403 +2	051 241 709
S02526	18-29W4M: NE 8	911 183 999	021 275 972
S04904	18-29W4M: SW 22	091 228 450	051 321 695
S02398	18-29W4M: NW 22	971 095 738	021 125 242
S03620	18-29W4M: SE & NW 28	121 186 240 +4	051 336 143
		121 186 240 +3	041 062 717
S04902	18-29-W4M: NE 28	121 186 240 +2	051 359 940
S04902(01)	18-29-W4M: SE 28	121 186 240 +3	051 359 941
		121 286 240 +4	051 336 143
S02594	18-29-W4M: SE 34 (South Half Only)	131 309 014 +15	031 012 467
S06336	18-29W4M: NW 27	001 146 547 +1	081 139 191
	20-28-W4M: NW 16	101 323 933 +3	811 093 918
			021 316 656

SURFACE RIGHTS BOARD ORDERS - EASEMENTS

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

FILE NO.	REGISTRATION DATE	LEGAL DESCRIPTION	INSTRUMENT NO.
E03542	21/12/1999	4;29;17;4;SE	991 374 962
E04394-01	27/09/2005	4;29;17;11;NE	051 359 942

E03542	21/12/1999	4;29;17;3;SW	991 374 961
E03544	21/12/1999	4;29;17;10;SE	991 374 963

UTILITY-RIGHT-OF-WAYS – EASEMENTS

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

FILE NO.	REGISTRATION DATE	LEGAL DESCRIPTION	INSTRUMENT NO.
E03670	10/05/2004	4;29;16;29;NE	041 165 122
E01219	28/09/2000	4;29;17;9;SW	001 276 319
E01220	28/09/2000	4;29;17;4;NW	001 276 320
E01221	28/09/2000	4;29;17;5;NE	001 276 321
E01346	07/11/2000	4;29;17;15;SW	001 320 231
E01348	07/11/2000	4;29;17;16;S	001 302 209
E01349	07/11/2000	4;29;17;17; SE	001 320 233
E01402	18/01/2001	4;29;16;33; SW	011 018 273
E01403	18/01/2001	4;29;16;32;SE	011 018 274
E01883	23/08/2001	4;29;17;33;NW	011 243 298
E01884	23/08/2001	4;29;17;33;NE	011 242 834
E01885	23/08/2001	4;29;17;33;SE	011 242 835
E01886	23/08/2001	4;29;17;34;SW	011 242 836
E01187	23/08/2001	4;29;17;27;NW	011 242 837
E01890	23/08/2001	4;29;18;4;E	011 243 307
E01891	23/08/2001	4;29;17;33;NE	011 243 308
E01911	31/05/2004	4;29;18;4;NE	041 196 919
E01488	02/02/2001	4;29;17;27;NW	011 032 726

E01489	02/02/2001	4;29;17;27;SW	011 032 727
E01490	02/02/2001	4;29;17;22;NW	011 032 728
E01492	02/02/2001	4;29;17;22;SW	011 032 729
E01496	02/02/2001	4;29;17;21;SW	011 032 730
E01497	02/02/2001	4;29;17;20;SE	011 032 731
E01909	20/11/2001	4;29;18;5;NE	011 344 489
E02195	30/11/2001	4;29;17;32;NE	011 357 743
E02196	30/11/2001	4;29;17;33;NW	011 357 744
E02312	17/12/2001	4;29;17;29;SE	011 376 576
E02313	17/12/2001	4;29;17;20;E	011 376 577
E02276	17/12/2001	4;29;17;28;NE	011 377 102
E01953	07/12/2001	4;29;17;16;NW	011 367 996
E01954	07/12/2001	4;29;17;16;SW	011 367 997
E02232	03/06/2002	4;29;18;4;NE	021 188 290
E02233	07/06/2002	4;29;18;9;SE	021 197 551
E02234	03/06/2002	4;29;18;9;NE	021 188 291
E02235	03/06/2002	4;29;18;10;NW	021 188 292
E02236	03/06/2002	4;29;18;15;SW	021 188 293
E02237	03/06/2002	4;29;18;15;NW	021 188 294
E02395	09/08/2002	4;29;17;15;NW	021 276 530
E02396	09/08/2002	4;29;17;15;SW	021 276 531
E2409	25/07//2002	4;29;17;22;NW	021 258 954
E02461	20/07/2002	4;29;18;22;NW	021 250 576
E02462	20/07/2002	4;29;18;22;SW	021 250 577
E02463	20/07/2002	4;29;18;15;NW	021 250 578

E02541	12/08/2002	4;29;17;28;NW	021 278 365
E02542	12/08/2002	4;29;17;29;NE	021 278 366
E02543	12/08/2002	4;29;17;29;SE	021 278 367
E02566	04/10/2002	4;29;17;33;SW	021 350 236
E02567	04/10/2002	4;29;17;33;NW	021 350 235
E02615	10/02/2003	4;29;17;12;SW	031 047 928
E02616	10/02/2003	4;29;17;12;SE	031 047 923
E02617	07/01/2003	4;28;17;7;SW	031 005 275
E02618	15/01/2003	4;28;17;7;SE	031 017 729
E02619	07/01/2003	4;28;17;8;SW	031 005 276
E02620	07/01/2003	4;28;17;8;SE	031 005 277
E02621	07/01/2003	4;28;17;9;SW	031 005 278
E02622	07/01/2003	4;28;17;9;SE	031 005 279
E02623	07/01/2003	4;28;17;10;NW	031 005 281
E02624	07/01/2003	4;28;17;10; SW	031 005 280
E02625	07/01/2003	4;28;17;15;SW	031 005 282
E02626	07/01/2003	4;28;17;15;SE	031 005 286
E02627	16/01/2003	4;28;17;14;SW	031 018 766
E02628	07/01/2003	4;28;17;14;SW	031 005 287
E02734	30/12/2002	4;29;18;8;NE	021 454 746
E02735	30/12/2002	4;29;18;8;NW	021 454 747
E02736	30/12/2002	4;29;18;9;NE	021 454 748
E02812	10/02/2003	4;29;17;12;SW	031 047 928
E02813	10/02/2003	4;29;17;11;SE	031 047 932
E02814	10/02/2003	4;29;17;11;SW	031 047 934

E02815	10/02/2003	4;29;17;10;SE	031 047 945
E02816	10/02/2003	4;29;17;3;NE	031 047 946
E02817	10/02/2003	4;29;17;3;NW	031 047 950
E02818	10/02/2003	4;29;17;4;NE	031 047 956
E02819	10/02/2003	4;29;17;4;SE	031 047 964
E03036	19/06/2003	4;29;17;4;NW	031 204 678
E03037	19/06/2003	4;29;17;4;SW	031 204 679
E03381	08/07/2004	4;29;16;24;NE	041 255 442
E03383	01/12/2004	4;29;16;25;NE	041 455 439
E03538	05/12/2006	4;29;16;28;NW	061 502 811
E03539	08/11/2006	4;29;16;33;S	061 465 869
E03628	29/04/2004	4;29;18;28;SE	041 151 143
E03650-01	01/04/2004	4;29;18;34;SE	041 118 717
E03650-02	01/04/2004	4;29;18;27;NE	041 118 727
E03650-03	01/04/2004	4;29;18;27;NW	041 118 723
E03650-04	01/04/2004	4;29;18;27;SW	041 118 718
E03650-05	01/04/2004	4;29;18;28;SE	041 118 766
E03650-06	07/04/2004	4;29;18;21;NE	041 126 426
E03650-07	01/04/2004	4;29;18;22;NW	041 118 765
E03375	12/12/2003	4;29;16;25;NE	031 431 450
E03376 & E03378	12/12/2003	4;29;16;30;NW	031 431 449
E03376-01 & E03378	12/12/2003	4;29;16;30;NW	031 431 447
E03379	12/11/2003	4;28;16;31;NW	031 389 269

		4;28;16;31;SW	031 389 269
E03626-01	08/07/2004	4;28;16;18;SW	041 255 409
E03626-02	08/07/2004	4;29;16;13;SE	041 255 411
E03626-03	08/07/2004	4;29;16;13;NE	041 255 413
E03626-04	08/07/2004	4;29;16;24;SE	041 255 440
E03626-05	08/07/2004	4;29;16;24;NE	041 255 442
E03761-01	23/11/2004	4;28;17;7;SW	041 444 830
E03761-02	23/11/2004	4;29;17;12;SE	041 444 831
E04175-01	24/11/2004	4;29;17;16;NE	041 446 278
E04175-02	24/11/2004	4;29;17;16;NW	041 446 279
E04178-01	02/03/2005	4;29;18;5;SE	051 070 843
E04178-02	02/03/2005	4;29;18;5;NE	051 070 844
E04230	22/02/2005	4;28;16;31;SW	051 062 451
E04232-01	01/12/2004	4;29;16;25;SE	041 456 159
E04307-01	28/04/2005	4;29;17;12;SE	051 142 010
E04307-02	28/04/2005	4;28;17;7;SW	051 142 011
E04307-03	27/06/2006	4;28;17;6;NW	061 256 160
E04307-04	28/04/2005	4;28;17;6;SW	051 142 013
E04307-05	28/04/2005	4;28;16;31;NW	051 142 014
E04429	01/12/2004	4;29;16;24;S	041 456 157
E04954	17/07/2006	4;28;17;7;SW	061 278 907
E04945-01	20/09/2005	4;29;18;22;SW	051 348 266
E04945-02	20/09/2005	4;29;18;22;NW	051 348 267

E04946-01	27/09/2005	4;29;18;28;NE	051 359 831
E04946-02	27/09/2005	4;29;18;28;SE	051 359 830
E04951-01	07/09/2005	4;29;18;8;SE	051 326 133
E04951-02	07/09/2005	4;29;18;8;NE	051 326 134
E04975-01	28/11/2005	4;29;17;11;NW	051 450 708
E05318-01	05/06/2007	4;29;17;18;NE	071 277 854
E05318-03	05/06/2007	4;29;17;17;SW	071 277 855
E05381-02	27/06/2006	4;28;17;6;NW	061 256 160
E05381-03	12/07/2006	4;28;17;7;SW	061 278 907
E05458-01	28/11/2007	4;29;17;18;NW	071 580 667
E05458-02	28/11/2007	4;29;17;18;NE	071 580 666
E01128	28/09/2000	4;29;17;5;NE	001 276 321
E01129	29/09/2000	4;29;17;8;SE	001 277 787
E01130	29/09/2000	4;29;17;8;NE	001 277 786
E01131	29/09/2000	4;29;17;8;NE	001 277 785
E01133	29/09/2000	4;29;17;17;NE	001 277 784
E01134	01/10/2000	4;29;17;20;SE	001 285 185
E04308-01	05/12/2006	4;29;17;20;SE	061 502 818
E04308-02	05/12/2006	4;29;17;17;NE	061 502 819
E4308-03	18//11/2006	4;29;17;17;SE	061 479 363
E05138-03	05/06/2007	4;29;17;17;SW	071 277 855
E05246-04	04/09/2009	4;29;17;12;NW	071 441 511
E05320-01	31/08/2006	4;29;17;17;SW	061 358 274
E05320-02	31/08/2006	4;29;17;17;SE	061 063 695
E05465-01	01/02/2006	4;29;17;17;SE	061 050 228

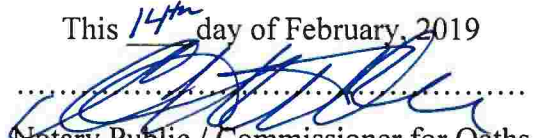
E05465-02	20/12/2005	4;29;17;17;SW	051 485 617
E05465-04	20/12/2005	4;29;17;8;SW	051 485 619
E05465-05	20/12/2005	4;29;17;8;SE	051 485 620
E05465-06	20/12/2005	4;29;17;5; NE	051 485 621
E05465-07	20/12/2005	4;29;17;4;NW	051 485 622
E05465-08	20/12/2005	4;29;17;4;SW	051 485 623
E05465-09	20/12/2005	4;29;17;4;SE	051 485 623
E05742-01	25/11/2006	4;29;16;32;NW	061 490 400
E05746-01	08/12/2006	4;29;16;29;NE	061 508 075
E05746-01	05/06/2008	4;29;16;29;NE	081 200 565
E05746-02	05/06/2008	4;29;16;28;NW	081 200 566
E05746-03	05/06/2008	4;29;16;33;SW	081 200 567
E05746-04	05/06/2008	4;29;16;33;SE	081 200 568
E05746-05	05/06/2008	4;29;16;33;NE	081 200 569
E06216	28/11/2007	4;28;17;7;SW	071 580 666
E06438-01	02/07/2008	4;28;16;31;NW	081 231 871
E06438-02	02/07/2008	4;28;16;31;SW	081 231 872
No File	12/11/2003	4;28;16;30;NW	031 389 270
No File	29/10/2003	4;28;17;6;SW	031 375 245
No File	29/10/2003	4;28;17;6;NW	031 375 246
No File	29/10/2003	4;28;17;7;SW	031 375 247

This is **Exhibit "B"** referred to in the

Affidavit of **LINDA MARSH**

sworn before me at Calgary, Alberta

This 14th day of February, 2019


.....
Notary Public / Commissioner for Oaths

in and for the Province of Alberta

CAROL J. HUNTER

Ball, Shelby

From: Hunter, Carole
Sent: Wednesday, February 13, 2019 9:26 AM
To: Hunter, Carole
Subject: FW: Schedule "A"
Attachments: High River Well Minerals (JN Revised) CLEAN.xlsx; High River Well Minerals (JN Revised).xlsx

From: Nixon, James [<mailto:James.Nixon@ca.gt.com>]
Sent: October-03-18 11:30 AM
To: Linda Marsh <LMarsh@ltam.ca>
Cc: Costello, Michael <Michael.Costello@ca.gt.com>; Lawrence Walter <LWalter@ltam.ca>; Dean McCaffrey <DMcCaffrey@ltam.ca>
Subject: Schedule "A"

Hi Linda,

I have had an opportunity to review the mineral schedule that you would like used as part of the Agreement and have attached my revised versions. The first is your spreadsheet which has been colour coded to show where amendments have been made. Blue cells are those which additions or changes have been made and orange cells are those which have been completely removed. Information that was removed was done so because it is either irrelevant to what the Receiver would like to see on a mineral schedule (i.e. your comments, etc.) or because it was duplicate information – usually due to your schedule being built from the well list which resulted in splits with more than one well on them appearing more than one time. The second spreadsheet has all orange columns and rows removed.

Please note that I noticed a few instances where some revisions were required to Lessors, rights, or encumbrances, so this is still in draft form while I review for 100% accuracy.

Let me know if you have any questions.

James Nixon | Associate
Grant Thornton LLP
Centrium Place | 332 – 6 Avenue SW | Calgary | AB | T2P 0B2
T +1 403 260 2800 | F +1 403 260 2571
E James.Nixon@ca.gt.com | W <http://www.grantthornton.ca/>



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Schedule "A"

File	Lexin Wt%	Mineral Agreement	Date	Lands	Lessee	Rights	ROFR	Royalty
M04782D	100% 100% BPEN/80% APEN	CR 0499020025	04/02/99	16-28W4M: S 18	Lexin Resources Ltd.	P&NG TB Mannville	No	CSS 5% Caledonian Royalty Corp.
M04782C				16-28W4M: N18				
M00326E	100	CR 5396070071	02/08/96	16-28W4M: 30	Lexin Resources Ltd.	P&NG TB Mannville	No	CSS 5% Caledonian Royalty Corp. 12% NCGOR on all products to EMC on 50% of production (Min. \$4.00 e3m3 on 100% of production not TIK) (C01126)
M01246H	100%	EMC Fee	31/12/97	16-28W4M: 31	Mobil Oil Canada and Compton Petroleum Corporation (Deemed Lease - Compton only or Compton & Mobil?)	P&NG TB Cutbank_Sandstone, excl 11-31-16-28W4 wellbore	No	15% Lessor payable to ExxonMobil Resources Ltd. 5% Caledonian Royalty Corp. 12.5% NCGOR on all products to EMC on 50% of production (Min. \$4.00 e3m3 on 100% of production not TIK) (C01340)

M01246C	100% BPEN 50% APEN	EMC Fee	31/12/97	16-28W4M: 31	Mobil Oil Canada and Compton Petroleum Corporation (Deemed Lease - Compton only or Compton & Mobil?)	P&NG TB Cutbank_Sandstone	Yes	15% FH Lessor Royalty (paid by Lexin 100% BPEN) 5% Caledonian Royalty Corp.
M01246I	50%	EMC Fee	31/12/97	16-28W4M: 31		P&NG BB Cutbank_Sandstone	Yes	15% FH Lessor Royalty (paid by Lexin 100% BPEN) 5% Caledonian Royalty Corp.
M00326F	100	CR 5396070071	02/08/96	16-29W4M: 24	Lexin Resources Ltd.	P&NG TB Mannville	Yes	CSS 5% Caledonian Royalty Corp. 12% NCGOR EMC on 50% of production (Max 25%) (C01127)
M01246J	100	EMC Fee	05/01/00	16-29W4M: 25	Deemed Lease	P&NG TB Cutbank_Sandstone	No	15% FH Lessor Royalty (paid on 100% of production paid by Lexin 50% and EMC 50%) 5% Caledonian Royalty Corp. 12% NCGOR EMC on 50% of production
M01246D	50	EMC Fee	05/01/00	16-29W4M: 25	Deemed Lease	P&NG TB Cutbank_Sandstone	Yes	15% FH Lessor Royalty (paid on 100% of production paid by Lexin 50% and EMC 50%) 5% Caledonian Royalty Corp.
M01246E	50	EMC Fee	05/01/00	16-29W4M: 25	Deemed Lease	P&NG BB Cutbank_Sandstone	Yes	15% FH Lessor Royalty (paid on 100% of production paid by Lexin 50% and EMC 50%) 5% Caledonian Royalty Corp.

M00498A	100	CR 5397100182	30/10/97 16-29W4M: 29	Lexin Resources Ltd.	P&NG TB Mannville	No	CSS 5% Caledonian Royalty Corp.
M02783A	100% BPEN 50% APEN	EMC Fee	31/12/97 16-29W4M: 31	Deemed Lease	P&NG TB Jurrasic	Yes	15% FH Lessor Royalty 5% Caledonian Royalty Corp.
M00294A	50	CR 0494030514	31/03/94 16-29W4M: 32	Lexin Resources Ltd.	P&NG TB Kootenay/Fernie, excl. P&NG in Sawtooth	Yes	CSS 5% Caledonian Royalty Corp.
M01248C	100	EMC Fee	25/12/00 16-29W4M: 33	Mobil Oil Canada Ltd and Compton Petroleum Corporation	All P&NG in Belly River All P&NG in Cutbank_Sandstone All P&NG in Turner Valley	Yes	15% FH Lessor Royalty 12% NCGOR to EMC (C01006) 5% Caledonian Royalty Corp.
M01248A	50	EMC Fee	25/12/00 16-29W4M: 33	Mobil Oil Canada Ltd and Compton Petroleum Corporation	P&NG in Bow Island P&NG in Mount Head	Yes	15% FH Lessor Royalty 5% Caledonian Royalty Corp.
M01248B	50	EMC Fee	25/12/00 16-29W4M: 33	Mobil Oil Canada Ltd and Compton Petroleum Corporation	P&NG TB Turner Valley, excl Belly River, Bow Island, Cutbank & Sawtooth	Yes	15% FH Lessor Royalty 5% Caledonian Royalty Corp.
M06897A	100	CR 0498020046	05/02/98 17-28W4M: 6	Lexin Resources Ltd.	P&NG TB Mannville	No	CSS 15% NCGOR to EMC payable on 60% of production (Min. \$4.00 e3m3 on 100% of production) (C01454) 5% Caledonian Royalty Corp.

M03198A	100	EMC Fee	16/10/00	17-28W4M: 7	Mobil Oil Canada and Compton Petroleum Corporation	P&NG TB Cutbank_Sandstone	No	15% Lessor 5% Caledonian Royalty Corp. 15% NCGOR on all products to EMC on 50% of production (Min. \$4.00 e3m3 on 100% of production not TIK) (C01252)
M07120A	100	CR 0406080411	24/08/06	17-28W4M: 18	Lexin Resources Ltd.	P&NG Below Base Milk River TB Mannville	No	CSS 5% Caledonian Royalty Corp.
M01254A	50	EMC Fee	16/10/00	17-29W4M: 1	Mobil Oil Canada and Compton Petroleum Corporation	P&NG in Cutbank_Sandstone P&NG in Glauconitic_Sandstone	Yes	15% FH Lessor Royalty 5% Caledonian Royalty Corp.
M00632C	100	CR 0489030110	05/03/98	17-29W4M: 4	Lexin Resources Ltd.	P&NG TB Mannville	No	CSS 5% Caledonian Royalty Corp.
M1314A	50	EMC Fee	14/02/82	17-29W4M: 5	Mobil Oil Canada and Compton Petroleum Corporation	P&NG TB Jurrassic, excl P&NG in Sawtooth	Yes	15% Lessor 5% Caledonian Royalty Corp.
M09291A	100	Estate of Gordon S. Clarke (2/9)	10/08/96	17-28W4M: 8	Lexin 100%	All P&NG	No	15% Lessor 5% Caledonian Royalty Corp.
M09292A	100	Susan Dell 1/9 and Michael Brook 1/9	10/08/96	17-28W4M: 8	Lexin 100%	All P&NG	No	15% Lessor 5% Caledonian Royalty Corp.
M09293A	100	Leanne Drumheller (2/9)	07/08/98	17-28W4M: 8	Lexin 100%	All P&NG	No	15% Lessor 5% Caledonian Royalty Corp.
M09294A	100	Nicholas Charles Phillip Christison Ridley (3/9)	18/09/96	17-28W4M: 8	Lexin 100%	All P&NG	No	15% Lessor 5% Caledonian Royalty Corp.
M09309A	100	David Feighner (Public Trustee)	23/03/99	17-28W4M: Ptn 8 (1 acre)	Lexin 100%	All P&NG	No	18% Lessor 5% Caledonian Royalty Corp.

M00632F	75	CR 0498030110	05/03/98 17-29W4M: S 9	Lexin Resources Ltd.	Natural Gas TB Mannville	Yes	CSS paid on 100% of production by Lexin 100% 5% Caledonian Royalty Corp.
M00632E	100	CR 0498030110	05/03/98 17-29W4M: S 9	Lexin Resources Ltd.	Petroleum TB Mannville	No	CSS on 100% of production paid by Lexin 100% 5% Caledonian Royalty Corp.
M02762F	75	EMC Fee	05/03/98 17-29W4M: N 9	Lexin 50% Mobil Oil Canada Ltd. 50%	Natural Gas TB Cutbank_Sandstone	Yes	15% Lessor paid on 50% of production paid by Lexin 50% and Midstream 50% 5% Caledonian Royalty Corp.
M02762C	50	EMC Fee	05/03/98 17-29W4M: N 9	Lexin 100%	Petroleum TB Cutbank_Sandstone	No	15% Lessor on 100% of production paid by Lexin 75% and Midstream 25% 5% Caledonian Royalty Corp.
M09314A	40	CR 5396070072	25/07/96 17-29W4M: 10	Midstream Canada Ltd. 100%	P&NG TB Mannville	Yes	CSS Land Schedule does not reflect Caledonian royalty
M05211A	100	CR 0404110037	18/11/04 17-29W4M: 11	Lexin 100%	P&NG TB Mannville	No	CSS 5% Caledonian Royalty Corp.
M09314D	33.33	CR 5396070072	25/07/96 17-29W4M: 12	Midstream Canada Ltd. 100%	P&NG in Cutbank_Sandstone	Yes	CSS NCGOR S/S (4%-16%) on oil and 16% on natural gas payable on 10% of production paid 100% to Lexin payable by Lexin 33.333% and Midstream 66.6667% (C2165) 5% Caledonian Royalty Corp.

M09314E	100	CR 5396070072	25/07/96 17-29W4M: 12	Midstream Canada Ltd. 100%	P&NG TB Mannville, excl 6-12	No	CSS 10% NCGOR on 66.667% of production paid 100% to Midstream payable by Lexin 100% (C2169) 5% Caledonian Royalty Corp.
M09314F	33.33	CR 5396070072	25/07/96 17-29W4M: 14	Midstream Canada Ltd. 100%	P&NG TB Mannville	Yes	CSS NCGOR S/S (4%-16%) on oil and 16% on natural gas payable on 100% of production paid 100% to Lexin payable by Lexin 33.333% and Midstream 66.6667% (C2165) 5% Caledonian Royalty Corp.
M03201A	50	EMC Fee	25/12/00 17-29W4M: 15	Mobil Oil Canada and Compton Petroleum Corporation	P&NG TB Cutbank_Sandstone, excl 11-15	Yes	15% FH Lessor Royalty (paid to on 100% of production paid by Lexin 50% and EMC 50%) 5% Caledonian Royalty Corp.
M03201B	50	EMC Fee	25/12/00 17-29W4M: 15	Mobil Oil Canada and Compton Petroleum Corporation	P&NG TB Cutbank_Sandstone	Yes	15% FH Lessor Royalty (paid to on 100% of production paid by Lexin 50% and EMC 50%) 5% Caledonian Royalty Corp.
M00633B	100	CR 0498030111	05/03/98 17-29W4M: 16	Lexin Resources Ltd.	P&NG TB Mannville	No	CSS 5% Caledonian Royalty Corp.
M01256A	100	EMC Fee	25/12/00 17-29W4M: 17	Mobil Oil Canada and Compton Petroleum Corporation	P&NG in Cutbank_Sandstone	Yes	15% FH Lessor Royalty 12% NCGOR to EMC on 100% 5% Caledonian Royalty Corp.

M01256B	50	EMC Fee	25/12/00 17-29W4M: 17	Mobil Oil Canada and Compton Petroleum Corporation	P&NG TB Cutbank_Sandstone, excl P&NG In Cutbank_Sandstone	Yes	15% FH Lessor Royalty 5% Caledonian Royalty Corp.
M00637B	100	CR 5398030002	05/03/98 17-29W4M: 18	Lexin Resources Ltd.	P&NG TB Mannville	No	CSS 5% Caledonian Royalty Corp.
M00637A	100	CR 5398030002	05/03/98 17-29W4M: 20	Lexin Resources Ltd.	P&NG TB Mannville	No	CSS 5% Caledonian Royalty Corp.
M01433A	50	CNRL Fee	29/01/99 17-29W4M: 21	Lexin Resources Ltd.	NG TB Cutbank Sandstone Excluding CBM	Yes	20% Lessor Royalty - payment is on NG and byproducts 5% Caledonian Royalty Corp. 5% NCGOR to Lexin on 100% of production (paid by Lexin 50% and EMC 50)(C00246)
M00634B	100	CR 0498030112	05/03/98 17-29W4M: 22	Lexin Resources Ltd. Mobil Oil Canada and Compton Petroleum Corporation	P&NG TB Mannville	No	CSS 5% Caledonian Royalty Corp.
M02474B	50	EMC Fee	25/12/00 17-29W4M: N 27	Lexin Resources Ltd.	P&NG To Base Cutbank_Sandstone	Yes	15% FH Lessor Royalty 5% Caledonian Royalty Corp.
M00645A	100	CR 5398030102	19/03/98 17-29W4M: 28	Lexin Resources Ltd.	P&NG TB Mannville	No	CSS 5% Caledonian Royalty Corp.
M00645A	100	CR 5398030102	19/03/98 17-29W4M: 32	Lexin Resources Ltd.	P&NG TB Mannville	No	CSS 5% Caledonian Royalty Corp.
M01442A	50	EMC Fee	25/12/00 17-29W4M: 33	Mobil Oil Canada and Compton Petroleum Corporation	P&NG TB Cutbank_Sandstone	Yes	15% FH Lessor Royalty 5% Caledonian Royalty Corp.
M3528B	40	CR 0499020029	04/02/99 17-29W4M: 34	Midstream 60% Lexin 40%	P&NG from Base Belly River TB Mannville	Yes	CSS 5% Caledonian Royalty Corp.

M3528C	100	CR 0499020029	04/02/99 17-29W4M: 34	Midstream 60% Lexin 40%	P&NG TB Belly River	No	CSS 5% Caledonian Royalty Corp.
M2376C	50	CR 0400090223	21/09/00 18-29W4M: 4	Lexin Resources Ltd.	P&NG from Base Belly River TB Mannville	Yes	CSS 5% Caledonian Royalty Corp.
M02475A	50	EMC Fee	25/12/00 18-29W4M: 5	Mobil Oil Canada Ltd. and Compton Petroleum Corporation	P&NG to Base Cutbank _ Sandstone	Yes	15% FH Lessor Royalty (paid to on 100% of production paid by Lexin 50% and EMC 50%) 5% Caledonian Royalty Corp.
M03333A	100	John Michael Braid, Patrick Michael Hare and Christopher Peter Hare, each as to an undivided 1/3 interest	09/11/01 18-29W4M: 8	MFC Energy Corporation	All P&NG	No	17.5% Lessor 5% Caledonian Royalty Corp.
M02378A	50	CR 0400090227	21/09/01 18-29W4M: 22	Lexin Resources Ltd.	P&NG TB Mannville	Yes	CSS 5% Caledonian Royalty Corp.
M04762A	68.42	CR 0499030367 (E/2 Only)	18/03/99 18-29W4M: E 28	Midstream Canada 100%	All P&NG TB Mannville	Yes	Crown Sliding Scale 5% Caledonian Royalty Corp. 15% NCGOR on 5% of production paid by Lexin 68.42% and EMC 31.58% and paid to Lexin 100% (C1134)

M03409A	68.42	APEN	100% BPEN/68.42	Margaret Ellen Douglas 1357 Bloomsbury Crescent Ottawa, Ontario K2C 2Y8 Roderick Anthony Pooley 3237 Kilipi Road Mill Bay, B.C. V0R 2P3	19/10/01 18-29W4M: W 28	Lexin 100%	P&NG TB Jurassic	Yes	18% FH Lessor (Split 50%/50%) 5% Caledonian Royalty Corp. 15% NCGOR on 5% of production paid by Lexin 68.42% and EMC 31.58% and paid to Lexin 100% (C1134)
M04762C		APEN	100% BPEN/68.42	Margaret Ellen Douglas 1357 Bloomsbury Crescent Ottawa, Ontario K2C 2Y8 Roderick Anthony Pooley 3237 Kilipi Road Mill Bay, B.C. V0R 2P3	18/03/99 18-29W4M: E 28	Midstream Canada 100%	All P&NG TB Mannville	Yes	Crown Sliding Scale 5% Caledonian Royalty Corp. 15% NCGOR on 5% of production paid by Lexin 68.42% and EMC 31.58% and paid to Lexin 100% (C1134)
M03409C		APEN	100% BPEN/68.42	Margaret Ellen Douglas 1357 Bloomsbury Crescent Ottawa, Ontario K2C 2Y8 Roderick Anthony Pooley 3237 Kilipi Road Mill Bay, B.C. V0R 2P3	19/10/01 18-29W4M: W 28	Lexin 100%	P&NG TB Jurassic	Yes	18% FH Lessor (Split 50%/50%) 5% Caledonian Royalty Corp. 15% NCGOR on 5% of production paid by Lexin 68.42% and EMC 31.58% and paid to Lexin 100% (C1134)
M05198A	12.5	EMC Fee			Deemed October 1, 2004	18-29W4M: N & SE 33	All P&NG TB Cutbank_Sandstone Excl CBM	No	17% Lessor 5% Caledonian Royalty Corp.
M02731A	12.5	CR 0401040295			19/04/01	18-29W4M: SW 33	Midstream 50% Lexin 50% All P&NG TB Cutbank_Sandstone Excl CBM	No	CSS 5% Caledonian Royalty Corp.
M00932A	93.0645	CR 0499030368			18/03/99	18-29W4M: S 34 (1/2 interest in 320 acres)	Lexin Resources Ltd. NG TB Mannville, excl CBM	Yes	CSS on 100% of production paid by Lexin 93.0645% 5% Caledonian Royalty Corp.
M02323A	93.0645	Calgary, AB T2J 3K9			26/07/00	18-29W4M: NW 34 (1/2 interest in 120 acres)	Prepool - ALL P&NG TB Rierdon Pool - NG TB Rierdon Excl CBM	Yes	18% Lessor paid by Lexin 93.0645% 5% Caledonian Royalty Corp.

M04072A	Fee Land - Compton Petroleum 93.0645 Corporation 100%	N/A	18-29W4M: PTN NW 34 (1/2 interest in 120 acres) 18-29W4M: PTN NW 34 (1/2 interest in 120 acres)	Prepool Lexin 100%	Prepool - ALL P&NG TB Rierdon Pool - NG TB Rierdon Excl CBM	Yes	
M04072B	Fee Land - Compton Petroleum 100 Corporation 100%				All Mines and Minerals Excl NG TB Rierdon		
M01468A	FH - Lyle Braunwarth P.O. Box 5125 93.0645 High River, AB T1V 1M3	30/06/00	18-29W4M: NW 34 (100% in 40 acres)	Prepool Lexin 100%	Prepool - ALL P&NG TB Rierdon Pool - NG TB Rierdon Excl CBM	Yes	18% Lessor paid by Lexin 93.0645% 5% Caledonian Royalty Corp.
	FH: 1/6 - Erla Dawn McIntosh 12436 Cannes Road S.W. Calgary, AB T2W 0H5 1/6 Margery Joy Colliery 275 Summerglen Common S.W. Calgary, AB T2Y 4A4						16% Lessor paid by Lexin 72.5% and Midstream 27.5% and paid to Erla Dawn McIntosh, Margery Joy Colliery and Wyatt Lee Brocklebank (1/3 each) 3% NCGOR to Carol Miles on 100% of production payable by Midstream 27.5% and Lexin 72.5% 5% Caledonian Royalty Corp.
M03388A	1/6 Wyatt Lee Brocklebank 5336 Silverdale Drive N.W. 93.0645 Calgary, AB T3B 3M8	22/08/00	18-29W4M: NE 34 (1/2 interest in 160 acres)	Prepool Lexin 72.5% EMC 27.50%	Prepool - ALL P&NG TB Rierdon Pool - NG TB Rierdon Excl CBM	Yes	
M03385A	FH - Carol Lem Kiss (1/4 interest) 356 Penswood Way S.E. Calgary, AB T2A 4T3 93.0645 (403) 248-6883	22/08/00	18-29W4M: NE 34 (1/4 interest in 160 acres)	Prepool Lexin 72.5% EMC 27.50%	Prepool - ALL P&NG TB Rierdon Pool - NG TB Rierdon Excl CBM	Yes	16% Lessor paid by Lexin 27.5% and Midstream 72.5% 3% NCGOR to Carol Miles on 100% of production payable by Midstream 27.5% and Lexin 72.5% 5% Caledonian Royalty Corp.

M03386	FH - Ken Lem (1/4 interest) 1502 1st Street N.W. 93.0645 Calgary, AB T2M 2S8	18-29W4M: NE 34 (1/4 interest in 160 08/08/00 acres)	Prepool Lexin 72.5% EMC 27.50% Pool - NG TB Rierdon Excl CBM	Prepool - ALL P&NG TB Rierdon Pool - NG TB Rierdon Excl CBM	Yes	16% Lessor paid by Lexin 72.5% and Midstream 27.5% 3% NCGOR to Carol Miles on 100% of prouduction payable by Midstream 27.5% and Lexin 72.5% 5% Caledonian Royalty Corp.
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No Minerals

Schedule "A"

High River & Silver Areas Mineral Title Review																				
File	lat	long	type	Operator	Lease W%	Mineral Agreement		Date	Lands	Leasee	Rights	ROFR	Royalty	Deductions	Terms	Permit Title No.	Registration No.	Date	Royalty Arrangements	Notes
100705-18-016-29W4-000	5	18	28	4	Lease	100%	CR 0.4940/20071	04/02/99	16-29W4M-18	None-Canadian Corp.	PRNG-TB Mainville	No	CSS	5% Canadian Royalty Corp.	Standard Crown	N/A	448.00		\$12,122.06 (03/12/17) Dec 15, 2003	Long Run Exploration - 25% N 18 All Public TB Mainville
100714-38-016-29W4-002	14	38	14	28	4	Lease	100	CR 5.2960/20071	02/08/96	16-29W4M-30	PRNG-TB Mainville	No	CSS	5% Canadian Royalty Corp.	Canadian (See Note 1)	80% 20			\$164,277.83	
100703-31-016-29W4-000	3	31	14	28	4	Lease	100%	EMC Fee	31/12/97	16-29W4M-31	Model Oil Canada and Completion Petroleum Corporation (Deemed Lease Completion only or Model 1)	No	CSS	15% FII Lease Royalty (paid by Lessee 100% BPT) 12% HCGOR EAC on 50% of production (Max. 25%)	Canadian (See Note 1)	100 (or 85%)	0.00 444157	440157	1/18/2011	Deemed Lease
100711-31-016-29W4-000	11	31	14	28	4	Lease	100% BPTN 50% APFN	EMC Fee	31/12/97	16-29W4M-31	PRNG-TB Culbuck_Sandstone	Yes	CSS	15% FII Lease Royalty (paid by Lessee 100% BPT) 12% HCGOR EAC on 50% of production (Max. 25%)	EMC - None Canadian (See Note 1)	100 (or 85%)	0.00 440157	440157	1/18/2011	Deemed Lease - Balance to Lessee 175% 100.00 December 1, 2014
100701-24-016-29W4-000	01	24	014	29	4	Lease	50%	EMC Fee	31/12/97	16-29W4M-31	PRNG-BB Culbuck_Sandstone	Yes	CSS	15% FII Lease Royalty (paid by Lessee 100% BPT) 12% HCGOR EAC on 50% of production (Max. 25%)	EMC - None Canadian (See Note 1)	80% 20				
100709-24-016-29W4-000	09	24	014	29	4	Lease	100	CR 5.2960/20071	02/08/96	16-29W4M-24	PRNG-TB Mainville	Yes	CSS	12% HCGOR EAC on 50% of production (Max. 25%)	Standard Crown					
100701-25-016-29W4-000	01	25	014	29	4	Lease	100	EMC Fee	05/01/00	16-29W4M-25	PRNG-TB Culbuck_Sandstone	No	CSS	15% FII Lease Royalty (paid on 100% of production paid by Lessee 50% and EMC 50%) 12% HCGOR EAC on 50% of production (Max. 25%)	EMC Lessee - No deductions 5% Canadian Royalty Corp.	0.00				Deemed Lease
100710-25-016-29W4-000	10	25	014	29	4	Lease	50	EMC Fee	05/01/00	16-29W4M-25	PRNG-TB Culbuck_Sandstone	Yes	CSS	15% FII Lease Royalty (paid on 100% of production paid by Lessee 50% and EMC 50%) 12% HCGOR EAC on 50% of production (Max. 25%)	EMC Lessee - No deductions 5% Canadian Royalty Corp.	80% 20				Deemed Lease
100707-28-016-29W4-000	07	28	015	29	4	Lease	100	CR 5.297100182	30/10/97	16-29W4M-29	PRNG-TB Mainville	No	CSS	5% Canadian Royalty Corp.	Standard Crown	80% 20				Deemed Lease
100716-29-016-29W4-000	16	29	015	29	4	Lease	100	CR 5.297100182	30/10/97	16-29W4M-29	PRNG-TB Mainville	No	CSS	5% Canadian Royalty Corp.	Standard Crown	0.00				\$11,140.47
100709-31-016-29W4-000	09	31	014	29	4	Lease	100% BPTN 50% APFN	EMC Fee	31/12/97	16-29W4M-31	PRNG-TB Mainville	Yes	CSS	15% FII Lease Royalty (paid by Lessee 100% BPT) 12% HCGOR EAC on 50% of production (Max. 25%)	EMC Lessee - None	85%	0.00 447154	111 331 410	12/11/2011	Balance to Lessee 175% 100.00 December 1, 2014
100703-32-016-29W4-000	03	32	015	29	4	Lease	50	CR 0.494030514	31/03/94	16-29W4M-22	PRNG-TB Mainville	Yes	CSS	15% FII Lease Royalty (paid by Lessee 100% BPT) 12% HCGOR EAC on 50% of production (Max. 25%)	Standard Crown	80% 20				Crown Debit - Volume March 22, 2017
100711-32-016-29W4-000	11	32	014	29	4	Lease	50	CR 0.494030514	31/03/94	16-29W4M-31	PRNG-TB Mainville	Yes	CSS	15% FII Lease Royalty (paid by Lessee 100% BPT) 12% HCGOR EAC on 50% of production (Max. 25%)	Standard Crown					Crown Debit - Volume March 22, 2017

Schedule "A"

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Schedule "A"

100002 18-017-29W4-02	100	02	18	017	29	4	Lease	100	CR 5.94000002	05/03/98 17 29W446 18	Lease Resources Ltd.	PRNG TB Marvella	Yes	CSS 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	N/A	896.00	511,764.49	
100005 18-017-29W4-00	100	09	18	017	29	4	Lease	100	CR 5.94000002	05/03/98 17 29W446 18	Lease Resources Ltd.	PRNG TB Marvella	Yes	CSS 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	N/A	896.00		
100002 20-017-29W4-00	100	02	20	017	29	4	Lease	100	CR 5.94000002	05/03/98 17 29W446 20	Lease Resources Ltd.	PRNG TB Marvella	Yes	CSS 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	N/A	896.00		
100010 20-017-29W4-00	100	10	20	017	29	4	Lease	100	CR 5.94000002	05/03/98 17 29W446 20	Lease Resources Ltd.	PRNG TB Marvella	Yes	CSS 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	N/A	896.00		
100008 18-017-29W4-00	100	08	21	017	29	4	Lease	50	CR 5.94000002	29/03/98 17 29W446 21	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100014 18-017-29W4-00	100	10	21	017	29	4	Lease	50	CR 5.94000002	29/03/98 17 29W446 21	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100006 21-017-29W4-00	100	06	21	017	29	4	Lease	100	CR 5.94000002	05/03/98 17 29W446 21	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100012 21-017-29W4-00	100	12	22	017	29	4	Lease	100	CR 5.94000002	05/03/98 17 29W446 22	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100004 22-017-29W4-00	100	04	27	017	29	4	Lease	50	CR 5.94000002	29/03/98 17 29W446 27	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100011 21-017-29W4-00	100	11	27	017	29	4	Lease	50	CR 5.94000002	29/03/98 17 29W446 27	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100011 28-017-29W4-00	100	11	28	017	29	4	Lease	100	CR 5.94000002	19/03/98 17 29W446 28	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100016 28-017-29W4-00	100	16	38	017	29	4	Lease	100	CR 5.94000002	19/03/98 17 29W446 38	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100010 28-017-29W4-00	100	10	31	017	29	4	Lease	100	CR 5.94000002	19/03/98 17 29W446 31	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100006 28-017-29W4-00	100	06	33	017	29	4	Lease	50	CR 5.94000002	25/12/00 17 29W446 33	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100014 31-017-29W4-00	100	14	33	017	29	4	Lease	50	CR 5.94000002	25/12/00 17 29W446 33	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100004 34-017-29W4-00	100	04	34	017	29	4	Lease	40	CR 5.94000002	04/02/99 17 29W446 34	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100011 34-017-29W4-00	100	11	34	017	29	4	Lease	40	CR 5.94000002	04/02/99 17 29W446 34	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100010 34-017-29W4-00	100	10	04	018	29	4	Lease	50	CR 5.94000002	21/09/00 18 29W446 4	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100001 05-018-29W4-00	100	01	05	018	29	4	Lease	50	CR 5.94000002	25/12/00 18 29W446 5	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999
100008 08-018-29W4-00	100	08	08	018	29	4	Lease	100	CR 5.94000002	09/11/01 18 29W446 8	Lease Resources Ltd.	PRNG TB Marvella	Yes	20% Lessor Royalty payment is on HC and hydrocarbons 5% Caldecott Royalty Corp. Standard Crown	Standard Crown	Caldecott (See Note 1)	100%	640.00	511,764.49	2/09/1999

Schedule "A"

10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	10015015-08-018-29W44-00	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Schedule "A"

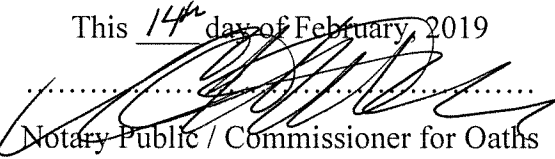
[illegible]

This is **Exhibit "C"** referred to in the

Affidavit of **LINDA MARSH**

sworn before me at Calgary, Alberta

This 14th day of February, 2019


.....
Notary Public / Commissioner for Oaths

in and for the Province of Alberta

CHARLES J. HUNTER

COURT FILE NUMBER

1701-03460

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ALBERTA ENERGY REGULATOR

DEFENDANT

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

DOCUMENT

AMENDED AND RESTATED APPROVAL
AND VESTING ORDER
(Sale by Receiver)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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

DATE ON WHICH ORDER WAS PRONOUNCED: November 27, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

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

UPON THE APPLICATION by Grant Thornton Limited in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership (collectively, the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Long Term Asset Management Inc. (the "**Purchaser**") dated November 16, 2018 and appended to the Tenth Report of the Receiver dated November 19, 2018 (the "**Tenth Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Orders dated March 20, 2017 and June 13, 2017 (together, the “**Receivership Order**”), the Tenth Report and the Affidavit of Service of Stella Kim sworn November 26, 2018;

AND UPON HEARING the submissions of counsel for the Receiver, counsel for the Purchaser and any other counsel appearing at the application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTIONS

- [2] The Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser (or its nominee), including but not limited to the authorization and empowerment to initiate the transfer of licenses subject to the Transaction on the Alberta Energy Regulator’s Digital Data Submission system to the Purchaser (or its nominee).
- [3] The approval of the Transaction is conditional upon the Receiver, the Purchaser and Midstream Canada Ltd. reaching agreement on, or if no such agreement is reached by the parties, an order of the Court determining: (i) the applicability of contractual rights of first refusal and exemptions thereto to certain of the properties related to Licence Numbers 34551, 38743 and 47899, which form part of the Transaction, and (ii) the respective working interests of Lexin Resources Ltd. and Midstream Canada Ltd. in pipelines 33 and 34 subject to license number 34511.

AREA DEDICATION PLAN

- [4] The disclaimer of the Mazeppa Dedicated Gas Contract attached as Schedule “D” to a Farmout, Participation and Area of Mutual Interest Agreement, Mazeppa Area, Alberta made between

Mobil Oil Canada and Compton Petroleum Corporation dated December 31, 1997 (the "**Dedication Agreement**") is hereby accepted and the Purchased Assets shall vest in the Purchaser (or its nominee) free and clear of the Dedication Agreement.

VESTING OF PROPERTY

[5] Upon the delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

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

and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

[6] Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, subject only to approval of the transfer of applicable licences, permits and approvals by the AER pursuant to legislation administered by the AER, the Registrar or Registrars under the *Land Titles Act* (Alberta) RSA 2000, c.L-7 (the "**LTA**"), the Department of Energy and the Minister of Energy of Alberta and all other government ministries and authorities in Alberta, respectively, exercising jurisdiction with respect to or over the Purchased Assets (collectively, the "**Governmental Authorities**"), as applicable, are hereby authorized, requested and directed to (in each case as applicable):

- (i) enter the Purchaser whose address for service is 925 Veterans Blvd., Airdrie, Alberta T4A 2G6 (or its nominee) as the owner, lessee, licensee, grantee and/or caveator of the Purchased Assets and the Permitted Encumbrances, Caveats, Easements, Restrictive Covenants, Surface Rights Board Order and other instruments set out on Schedule "D" attached hereto relating to the Purchased Assets;
 - (ii) cancel the existing ~~Certificates of Title to the Assets and issue new Certificates of Title for the Purchased Asset~~, in the name of the Purchase (or its nominee), and for clarity, to ~~cancel the existing~~ Certificate of Title 031 196 684 for a ½ fee simple interest in all mines and minerals underlying Township 18 Rge 29 W4M: Section 34 currently held in the name of ~~Compton Petroleum Corporation~~ Lexin Resources Ltd., register the Transfer of Land dated January 31, 2019 and issue a new Fee Certificate of Title to Purchaser;
 - (iii) delete and expunge from the existing title documents concerning the Purchased Assets all applicable Claims including the encumbrances set out on Schedule "C" attached hereto, all as may be required to convey clear title to the Purchased Assets to the Purchaser (or its nominee); and
 - (iv) register such transfers, discharges, discharge statements or conveyances, as may be required to convey clear title to the Purchased Assets to the Purchaser (or its nominee), subject only to the Permitted Encumbrances.
- [7] This Order shall be registered by the Registrar under the LTA notwithstanding the requirements of section 191(1) of the LTA and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.
- [8] As applicable, the Registrar under the LTA is hereby directed in accordance with section 162 of the of the LTA to accept all of the Affidavits of Corporate Signing Authority submitted by the Receiver, in its capacity as Receiver of the property, assets and undertaking of the Debtor and to register the transfers, assignments and conveyances contemplated by the Sale Agreement.
- [9] 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 all Claims and Encumbrances 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, and for clarity, the Curative Cost Fund, as such term is defined in the Tenth Report, shall be paid from the net proceeds from the sale of the Purchased Assets.

- [10] The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
- [11] The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
- [12] The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
- [13] Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
- [14] The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).
- [15] Notwithstanding:
 - a) The pendency of these proceedings;
 - b) Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
 - c) Any assignment in bankruptcy made in respect of the Debtor

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or

other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- [16] The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and directions 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.

SEALING ORDER

- [17] The Confidential Appendix to the Tenth 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 Appendix 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 APPENDIX TO THE RECEIVER'S TENTH REPORT, DATED NOVEMBER 19, 2018 FILED IN COURT FILE NO. 1701-03460, WHICH SHALL BE SEALED FOR A PERIOD OF THREE (3) MONTHS FOLLOWING THE CLOSING OF THE TRANSACTION, PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE JUSTICE B.E.C. ROMAINE ON NOVEMBER 27, 2018 AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY ACCESSIBLE.

- [18] The Receiver is empowered and authorized, but not directed, to provide the Confidential Appendix (or any portion thereof, or other information contained there) to any interested party, entity or person that the Receiver considers reasonable in the circumstances, subject to confidentiality arrangements satisfactory to the Receiver.
- [19] Leave is 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

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

necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

- [21] This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
- [22] Service of this Order on any party not attending this application is hereby dispensed with.

J.C.Q.B.A.

Schedule "A"

Form of Receiver's Certificate

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

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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

RECITALS

- A. Pursuant to an Order of the Honourable Justice P.R. Jeffrey of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated March 20, 2017, Grant Thornton Limited was appointed as the receiver (the "Receiver") of the undertaking, property and assets of, *inter alia*, Lexin Resources Ltd. and 0989 Resource Partnership (the "Debtor").
- B. Pursuant to an Order of the Court dated November 27, 2018 (the "Sale Approval Order"), the Court approved the agreement of purchase and sale made as of November 16, 2018 (the "Sale Agreement") between the Receiver and Long Term Asset Management Ltd. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the

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

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

THE RECEIVER CERTIFIES the following:

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

[Grant Thornton Limited, in its capacity as Receiver of the undertaking, property and assets of Lexin Resources Ltd. and 0989 Resource Partnership, and not in its personal capacity.]

Per; _____

Name:

Title:

SCHEDULE "B"
Purchased Assets

The Purchased Assets as defined in the Purchase and Sale Agreement dated November 16, 2018 as between Grant Thornton Limited in its capacity as Court appointed Receiver of Lexin Resources Ltd., 1051393 BC Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership and not in its personal capacity, and Long Term Asset Management Inc.

The Purchased Assets include the Debtor's right, title and interest in the following two mineral leases:

- (a) Alberta Crown P&NG Lease #0404110037 covering Twp 17 Rge 29 W4M: Section 11 (All P&NG to base Mannville); and
- (b) ExxonMobil Canada Energy fee simple lease (All PN&G to base Jurassic) covering Twp 17 Rge 29 W4M: Section 5, under Certificate of Title No. 46Y38.

SCHEDULE "C"
Encumbrances – Not Permitted

SECURITY	LANDS	REGISTRATION NO.	REGISTRATION DATE
The Toronto Dominion Bank Demand Debenture against Compton Petroleum Corporation	Twp 16 Rge 28 W4M: Section 31	121 084 213	11/04/2012
	Twp 16 Rge 29 W4M: Section 25	121 084 213	11/04/2012
	Twp 16 Rge 29 W4M: Section 31	121 084 213	11/04/2012
	Twp 16 Rge 29 W4M: Section 33	121 084 213	11/04/2012
	Twp 17 Rge 28 W4M: Section 7	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section 1	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section 5	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section 8	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section N 9	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section 15	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section 17	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M: Section 21	121 084 213	11/04/2012
	Twp 17 Rge 29 W4M:	121 084 213	11/04/2012

	Section 27		
	Twp 17 Rge 29 W4M: Section 33	121 084 213	11/04/2012
	Twp 18 Rge 29 W4M: Section 5	121 084 213	11/04/2012
	Twp 18 Rge 29 W4M: Section 8	121 084 213	11/04/2012
	Twp 18 Rge 29 W4M: Section 33	121 084 213	11/04/2012
	Twp 18 Rge 29 W4M: Section 34	121 084 213	11/04/2012

SECURITY	LANDS	REGISTRATION NO.	REGISTRATION DATE
Security Interest 1049597 B.C. Ltd. Suite 1860, 400 Burrard Street Vancouver, B.C. V6C 3A6 (\$380,000.00)	Twp 17 Rge 29 W4M: SE 4	161 033 286	02/02/2016
Certificate of Lis Pendens	Twp 17 Rge 29 W4M: SE 4	161 123 513	27/05/2016
Security Interest 1049597 B.C. Ltd. Suite 1860, 400 Burrard Street Vancouver, B.C. V6C 3A6 (\$619,000.00)	Twp 16 Rge 28 W4M: NW 31	161 033 289	02/02/2016

SCHEDULE "D"
Permitted Encumbrances, Caveats, Easements and Restrictive Covenants

MINERAL CAVEATS

<u>FILE NO.</u>	<u>REGISTRATION DATE</u>	<u>INSTRUMENT NO.</u>
<u>M01246J</u>	<u>1/18/2011</u>	<u>111 013 104</u>
<u>M01246H</u>	<u>1/18/2011</u>	<u>111 013 106</u>
<u>M02783A</u>	<u>12/21/2011</u>	<u>111 332 410</u>
<u>M01248C</u>	<u>6/20/2007</u>	<u>071 311 079</u>
<u>M1248A</u>	<u>1/16/2003</u>	<u>031 019 767</u>
<u>M03198A</u>	<u>8/2/2002</u>	<u>021 268 632</u>
<u>M01254A</u>	<u>1/16/2003</u>	<u>031 019 547</u>
<u>M1314A</u>	<u>2/7/2011</u>	<u>111 031 681</u>
<u>M09291A</u>	<u>8/30/1996</u>	<u>961 200 791</u>
<u>M09292A</u>	<u>8/30/1996</u>	<u>961 200 793</u>
<u>M09293A</u>	<u>8/30/1996</u>	<u>961 200 806</u>
<u>M09294</u>	<u>11/8/1996</u>	<u>961 265 200</u>
<u>M09309A</u>	<u>4/30/1999</u>	<u>991 116 683</u>
<u>M02762F</u>	<u>6/20/2007</u>	<u>071 311 082</u>
<u>M03201A</u>	<u>7/29/2011</u>	<u>111 192 195</u>
<u>M01256A</u>	<u>6/20/2007</u>	<u>071 311 084</u>
<u>M01433A</u>	<u>2/10/1999</u>	<u>991 038 652</u>
<u>M01433A</u>	<u>2/10/1999</u>	<u>991 038 653</u>
<u>M01433A</u>	<u>2/10/1999</u>	<u>991 038 654</u>
<u>M01433A</u>	<u>2/10/1999</u>	<u>991 038 655</u>
<u>M01433A</u>	<u>2/10/1999</u>	<u>991 038 656</u>
<u>M02474B</u>	<u>1/16/2003</u>	<u>031 019 751</u>

M01442A	1/16/2003	031 019 751
M02475A	1/16/2003	031 019 751
M03333A	7/9/2002	021 235 917
M03409A	2/12/2002	021 050 742
M02323A	8/1/2000	001 212 708
M02323A	7/16/2003	031 237 683
M01468A	7/11/2000	001 190 022
M01468A	5/31/2003	031 177 531
M03388A	9/6/2000	001 251 514
M03385A	9/6/2000	001 251 516
M03386A	9/6/2000	001 251 515

CAVEATS - EASEMENTS

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

FILE NO.	REGISTRATION DATE	LEGAL DESCRIPTION	INSTRUMENT NO.
E03540	28/09/1999	4;29;16;33;NE	991 281 606
E03545	28/09/1999	4;29;17;11;SW; SE	991 281 607
E03547	24/11/1999	4;29;17;12;SW	991 344 262
E03537	28/09/1999	4;29;16; 20;NE;29;E	991 281 603
E03526	24/11/1999	4;29;16;29;E	991 344 266
E03548	24/11/1999	4;29;17;12;SE	991 344 263
E03549	28/09/1999	4;28;17;7;SW	991 281 608
E03550	24/11/1999	4;28;17;7;SE	991 344 264
E03551	28/09/1999	4;28;17;8;SW	991 281 609
E03553	28/09/1999	4;28;17;8;SE	991 281 610
E03554	28/09/1999	4;28;17;9;S	991 281 614

E03555	28/09/1999	4;28;17;10;W	991 281 615
E03557	28/09/1999	4;28;17;15;SW	991 281 616
E03558	24/11/1999	4;28;17;15;SE	991 344 265
E03559	28/09/1999	4;28;17;14;SW	991 281 617
E01493	21/10/2002	4;29;17;21; NE	021 367 927
E03527	24/07/2000	4;29;17;4;S;NW;5;E	001 203 124
E04026	19/03/2003	4;29;17;12;SW	031 090 812
E04027	19/03/2003	4;29;17;12;NW	031 090 813
E04028	08/04/2003	4;29;17;13;SW	031 113 973
E04029	02/04/2003	4;29;17;14;SE	031 106 158
E04030	02/04/2003	4;29;17;14;SW	031 106 159
E04031	02/04/2003	4;29;17;14;NW	031 106 160
E04032	02/04/2003	4;29;17;15;NE;22;S	031 106 161
E04033	02/04/2003	4;29;17;22;NW	031 106 162
E04038	19/03/2003	4;29;17;1;NE	031 090 810
E04039	19/03/2003	4;29;17;1;NW	031 090 811
E05246-02	06/02/2007	4;29;17;12;SE	071 060 301
E06318-01	27/11/2001	4;29;17;8;NE	011 352 721
E06318-02	27/11/2001	4;29;17;17;SE	011 352 722
E06331-01	25/02/2005	4;29;17;8;SE	051 067 383
E06331-02	25/02/2005	4;29;17;8;NE	051 067 384
E01887	8/23/2001		011 242 837
E01910	11/20/2001		011 344 490
E02277	12/17/2001		011 377 103

SURFACE LEASE CAVEATS

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

File	Lands	Title No.	Registration Date	Registration No.
S03614	16-28-W4M: SW 18	811-099-388	2/5/2004	041 052 942
S03215	16-28W4M: NW 30	101-261-159 +1	12/5/2003	031 424 026
S04198	16-28W4M: SW 31	081-080-573 +1	2/9/2005	051 051 035
S02998	16-28W4M: NW 31	081-080-573	8/8/2003	031 266 209
S00399	16-29W4M: NE 20	801-182-662-B	11/29/2000	001 342 160
S04193	16-29W4M: SE 24	111-103-621	11/23/2004	041 444 790
S03345	16-29W4M: NE 24	091-116-236		No-Registration for
S04194	16-29W4M: SE 25	141-112-017	11/23/2004	041 445 026
S03344	16-29W4M: NE 25	141-305-662 +1		No-Registration for
S01942	16-29W4M: E 29	901-145-113 +1	5/20/1999	991 140 795
S03669	16-29W4M: NE 29	991-238-209	3/23/2004	991-140-795 041 109
S03537 - 02	16-29W4M: NE 29	991-238-209	11/19/1999	991 340 215
S05453	16-29W4M: NW 32	081-201-936	4/11/2006	061 143 568
S04751 (A & B)	16-29W4M: SW 33,	061-522-260 +1	8/3/2005	051 276 406
S01404	16-29W4M: SW 33	061-522-260 +1	7/24/2000	001 203 113
S01016	16-29W4M: SW 33	061-522-260 +1	7/24/2000	001 203 113
S05435	17-28W4M: NE 6	121-209-459	3/28/2006	061 125 749
S04833	17-28W4M: S 7	031-428-877 +10	6/14/2005	051 208 784
S03756	17-28W4M: SW 7	031-428-877 +10	6/16/2004	041 223 817
S05225	17-28W4M: NE 12	091-326-389	2/6/2007	071 060 268
S03529	17-29W4M: SW 4	761-100-338	6/22/2000	001 170 404
S00292	17-29W4M: SW 4	761-100-338	8/4/1999	991 221 563
S02892(01)	17-29W4M: NW 4	761-100-338	4/7/2003	031 112 016
S02892(02)	17-29W4M: SW 4	761-100-338	4/7/2003	031 112 010
S03529	17-29W4M: NE 5	761-100-351		001-170-405
S06405	17-29W4M: SE 8	761-100-354	6/17/2004	041 227 469
S06404	17-29-W4M: NE 8	941-263-682	6/17/2004	041 227 470
S06406	17-29W4M: NE 8	941-263-682	8/1/2001	011 217 939
S01018	17-29W4M: SE 8-SW 9	761-100-336	9/17/2001	011 271 511
S04561	17-29W4M: NW 11	971-171-436	5/5/2005	051 152 006
S04314	17-29W4M: NE 11	081-365-717 +1		051-254-404 (ROE Order #0796/2005) 051-359-942 (Surface Rights Board Order
S01338	17-29W4M: SE 12	101-323-363	7/18/2000	001 196 846
S02791	17-29W4M: SE 12	101-323-363	1/11/2003	031 012 474

S06409(01)	17-29W4M: SE 10 17-29W4M: E 3	761 100 343 (SE 10) 761 100 345 (E 3)	7/6/1998	981 198 101
S06409(02)	17-29W4M: SE 10	761 100 343 761 100 345 (E 3)		111 336 010
S03546	17-29W4M: SW 11	741 026 560 C	11/16/2000	001 328 392
S06410	17-29W4M: NW 12	971 128 534	10/15/2004	041 393 776
S01997(01)	17-29W4M: NW 15	071 093 696	5/16/2002	021 168 021
S01997(02)	17-29W4M: SW 15	961 273 289	5/16/2002	021 168 022
S01174	17-29W4M: SW 16	761 100 339	10/24/2000	001 302 209
S02201	17-29W4M: NW 16	951 003 969	10/30/2001	011 320 879
S04171(01)	17-29W4M: NE 16	941 083 370	11/23/2004	041 444 645
S04171(02)	17-29W4M: NW 16	951 003 969	11/23/2004	041 444 646
S01232	17-29W4M: SE 7	821 194 079	7/18/2000	001 196 860
S01359	17-29W4M: S 17	821 194 079	8/29/2000	001 242 799
S06201	17-29W4M: NE 18	761 100 344	11/30/2007	071 583 547
S05456	17-29W4M: NW 18	761 100 353	3/28/2006	061 125 498
S5456 (01)	17-29W4M: NE 18	761 100 344	12/23/2005	051 490 185
S05294	17-29W4M: NE 18	761 100 344	12/23/2005	051 490 185
S01015	17-29W4M: E 20	941 277 705 +	2/16/2000	001 044 467
S01912	17-29W4M: NE 20	941 277 705 +1	12/11/2001	011 370 875
S01373	17-29W4M: SE 22	071 093 696 +1	2/8/2002	021 048 747
S01391	17-29W4M: SW 22	071 093 696 +2	2/8/2002	021 048 746
S02523	17-29W4M: NW 22	17356	8/8/2002	021 274 767
S02501	17-29W4M: NW 28	372 422 +3	7/18/2002	021 247 147
S02362	17-29W4M: NE 28	117 086	10/30/2001	011 320 882
S00605	17-29W4M: NE 32	311 530 +1	10/30/2001	011 320 866
S04257	17-29W4M: NE 33	494 472	11/23/2004	041 444 277
S04257(1)	17-29W4M: NW 33	260 569 +15	11/23/2004	041 444 278
S01573	18-29W4M: NE 4	037 212	2/27/2001	011 053 460
S01757	18-29W4M: NW 4	065 511	2/27/2001	011 053 459
S04097	18-29W4M: SE 5	260 569 +14	11/23/2004	041 444 787
S01863	18-29W4M: NE 5	260 569 +14	9/10/2001	011 263 259
S04849	18-29W4M: SE 8	267 403 +1	7/7/20058	051 241 709
		267 403 +2		051 241 709
S02526	18-29W4M: NE 8	483 999	8/9/2002	021 275 972
S04904	18-29W4M: SW 22	228 450	9/3/2005	051 321 695
S02398	18-29W4M: NW 22	095 738	4/15/2002	021 125 242
S03620 - 01	18-29W4M: SE & NW 28	186 240 +4	2/13/2004	051 336 143 041 062 717
		186 240 +3		041 062 717
S04902	18-29 W4M: NE 28	186 240 +2	9/27/2005	051 359 940
S04902(01)	18-29 W4M: SE 28	186 240 +3	9/27/2005	051 359 941
		286 240 +4		051 336 143

S02594(01)	18 29 W4M: SE 34 (South Half Only)	309014 +15	1/11/2003	031 012 467
S06336	18 29 W4M: NW 27	146547 ++	4/16/2008	081 139 191
	20 28 W4M: NW 16	323933 +3		811 093 918
				021 316 656
S03528			6/22/200	001 170 405
P0164-MP			5/22/1981	811 093 918
P0164-MP			9/10/2002	021 316 656

SURFACE RIGHTS BOARD ORDERS - EASEMENTS

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

FILE NO.	REGISTRATION DATE	LEGAL DESCRIPTION	INSTRUMENT NO.
E03542	21/12/1999	4;29;17;4;SE	991 374 962
E04394-01	27/09/2005	4;29;17;11;NE	051 359 942
E035423	21/12/1999	4;29;17;3;SW	991 374 961
E03544	21/12/1999	4;29;17;10;SE	991 374 963
S04314	7/18/2005		051 254 404
S04314	9/27/2005		051 359 942

UTILITY-RIGHT-OF-WAYS — EASEMENTS

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

FILE NO.	REGISTRATION DATE	LEGAL DESCRIPTION	INSTRUMENT NO.
E03670	10/05/2004	4;29;16;29;NE	041 165 122
E01219	28/09/2000	4;29;17;9;SW	001 276 319
E01220	28/09/2000	4;29;17;4;NW	001 276 320
E01221	28/09/2000	4;29;17;5;NE	001 276 321
E01346	07/11/2000	4;29;17;15;SW	001 320 231

E01348	07/11/2000	4;29;17;16;S	001 302 232-209
E01349	07/11/2000	4;29;17;17; SE	001 320 233
E01402	18/01/2001	4;29;16;33; SW	011 018 273
E01403	18/01/2001	4;29;16;32;SE	011 018 274
E01883	23/08/2001	4;29;17;33;NW	011 243 298
E01884	23/08/2001	4;29;17;33;NE	011 242 834
E01885	23/08/2001	4;29;17;33;SE	011 242 835
E01886	23/08/2001	4;29;17;34;SW	011 242 836
E01187	23/08/2001	4;29;17;27;NW	011 242 837
E01890	23/08/2001	4;29;18;4;E	011 243 307
E01891	23/08/2001	4;29;17;33;NE	011 243 308
E01911	31/05/2004	4;29;18;4;NE	041 196 919 011 344 491
E01488	02/02/2001	4;29;17;27;NW	011 032 726
E01489	02/02/2001	4;29;17;27;SW	011 032 727
E01490	02/02/2001	4;29;17;22;NW	011 032 728
E01492	02/02/2001	4;29;17;22;SW	011 032 729
E01496	02/02/2001	4;29;17;21;SW	011 032 730
E01497	02/02/2001	4;29;17;20;SE	011 032 731
E01909	20/11/2001	4;29;18;5;NE	011 344 489
E02195	30/11/2001	4;29;17;32;NE	011 357 743
E02196	30/11/2001	4;29;17;33;NW	011 357 744
E02312	17/12/2001	4;29;17;29;SE	011 376 576
E02313	17/12/2001	4;29;17;20;E	011 376 577
E02276	17/12/2001	4;29;17;28;NE	011 377 102
E01953	07/12/2001	4;29;17;16;NW	011 367 996

E01954	07/12/2001	4;29;17;16;SW	011 367 997
E02232	03/06/2002	4;29;18;4;NE	021 188 290
E02233	07/06/2002	4;29;18;9;SE	021 197 551
E02234	03/06/2002	4;29;18;9;NE	021 188 291
E02235	03/06/2002	4;29;18;10;NW	021 188 292
E02236	03/06/2002	4;29;18;15;SW	021 188 293
E02237	03/06/2002	4;29;18;15;NW	021 188 294
E02395	09/08/2002	4;29;17;15;NW	021 276 530
E02396	09/08/2002	4;29;17;15;SW	021 276 531
E02409	25/07//2002	4;29;17;22;NW	021 258 954
E02461	20/07/2002	4;29;18;22;NW	021 250 576
E02462	20/07/2002	4;29;18;22;SW	021 250 577
E02463	20/07/2002	4;29;18;15;NW	021 250 578
E02541	12/08/2002	4;29;17;28;NW	021 278 365
E02542	12/08/2002	4;29;17;29;NE	021 278 366
E02543	12/08/2002	4;29;17;29;SE	021 278 367
E02566	04/10/2002	4;29;17;33;SW	021 350 236
E02567	04/10/2002	4;29;17;33;NW	021 350 235
E02615	10/02/2003	4;29;17;12;SW	031 047 928
E02616	10/02/2003	4;29;17;12;SE	031 047 923
E02617	07/01/2003	4;28;17;7;SW	031 005 275
E02618	15/01/2003	4;28;17;7;SE	031 017 729
E02619	07/01/2003	4;28;17;8;SW	031 005 276
E02620	07/01/2003	4;28;17;8;SE	031 005 277
E02621	07/01/2003	4;28;17;9;SW	031 005 278

E02622	07/01/2003	4;28;17;9;SE	031 005 279
E02623	07/01/2003	4;28;17;10;NW	031 005 281
E02624	07/01/2003	4;28;17;10; SW	031 005 280
E02625	07/01/2003	4;28;17;15;SW	031 005 282
E02626	07/01/2003	4;28;17;15;SE	031 005 286
E02627	16/01/2003	4;28;17;14;SW	031 018 766
E02628	07/01/2003	4;28;17;14;SW	031 005 287
E02734	30/12/2002	4;29;18;8;NE	021 454 746
E02735	30/12/2002	4;29;18;8;NW	021 454 747
E02736	30/12/2002	4;29;18;9;NE	021 454 748
E02812	10/02/2003	4;29;17;12;SW	031 047 928
E02813	10/02/2003	4;29;17;11;SE	031 047 932
E02814	10/02/2003	4;29;17;11;SW	031 047 934
E02815	10/02/2003	4;29;17;10;SE	031 047 945
E02816	10/02/2003	4;29;17;3;NE	031 047 946
E02817	10/02/2003	4;29;17;3;NW	031 047 950
E02818	10/02/2003	4;29;17;4;NE	031 047 956
E02819	10/02/2003	4;29;17;4;SE	031 047 964
E03036	19/06/2003	4;29;17;4;NW	031 204 678
E03037	19/06/2003	4;29;17;4;SW	031 204 679
E03381	08/07/2004	4;29;16;24;NE	041 255 442
E03383	01/12/2004	4;29;16;25;NE	041 455 439
E03538	05/12/2006	4;29;16;28;NW	061 502 811 991 281 604
E03539	08/11/2006	4;29;16;33;S	061 465 869 991 281 605

E03628	29/04/2004	4;29;18;28;SE	041 151 143
E03650-01	01/04/2004	4;29;18;34;SE	041 118 717
E03650-02	01/04/2004	4;29;18;27;NE	041 118 727
E03650-03	01/04/2004	4;29;18;27;NW	041 118 723
E03650-04	01/04/2004	4;29;18;27;SW	041 118 718
E03650-05	01/04/2004	4;29;18;28;SE	041 118 766
E03650-06	07/04/2004	4;29;18;21;NE	041 126 426
E03650-07	01/04/2004	4;29;18;22;NW	041 118 765
E03375	12/12/2003	4;29;16;25;NE	031 431 450
E03376 & E03378	12/12/2003	4;29;16;30;NW	031 431 449
E03376-01 & E03378	12/12/2003	4;29;16;30;NW	031 431 447
E03378	11/12/2003		031 389 270
E03379	12/11/2003	4;28;16;31;NW	031 389 269
		4;28;16;31;SW	031 389 269
E03626-01	08/07/2004	4;28;16;18;SW	041 255 409
E03626-02	08/07/2004	4;29;16;13;SE	041 255 411
E03626-03	08/07/2004	4;29;16;13;NE	041 255 413
E03626-04	08/07/2004	4;29;16;24;SE	041 255 440
E03626-05	08/07/2004	4;29;16;24;NE	041 255 442
E03761-01	23/11/2004	4;28;17;7;SW	041 444 830
E03761-02	23/11/2004	4;29;17;12;SE	041 444 831
E04175-01	24/11/2004	4;29;17;16;NE	041 446 278
E04175-02	24/11/2004	4;29;17;16;NW	041 446 279
E04178-01	02/03/2005	4;29;18;5;SE	051 070 843

E04178-02	02/03/2005	4;29;18;5;NE	051 070 844
E04230	22/02/2005	4;28;16;31;SW	051 062 451
E04232-01	01/12/2004	4;29;16;25;SE	041 456 159
E04307-01	28/04/2005	4;29;17;12;SE	051 142 010
E04307-02	28/04/2005	4;28;17;7;SW	051 142 011
E04307-03	27/06/2006	4;28;17;6;NW	061 256 160 051 142 012
E04307-04	28/04/2005	4;28;17;6;SW	051 142 013
E04307-05	28/04/2005	4;28;16;31;NW	051 142 014
E04429 4229	01/12/2004	4;29;16;24;S	041 456 157
E04954	17/07/2006	4;28;17;7;SW	061 278 907 051 308 535
E04945-01	20/09/2005	4;29;18;22;SW	051 348 266
E04945-02	20/09/2005	4;29;18;22;NW	051 348 267
E04394-02	7/28/2005		051 270 687
E04952	11/8/2006		061 465 869
E04946-01	27/09/2005	4;29;18;28;NE	051 359 831
E04946-02	27/09/2005	4;29;18;28;SE	051 359 830
E04951-01	07/09/2005	4;29;18;8;SE	051 326 133
E04951-02	07/09/2005	4;29;18;8;NE	051 326 134
E04975-01	28/11/2005	4;29;17;11;NW	051 450 708
E05318-01	05/06/2007	4;29;17;18;NE	071 277 854
E05318-03	05/06/2007	4;29;17;17;SW	071 277 855
E05381-01	7/12/2006		061 278 906
E05381-02	27/06/2006	4;28;17;6;NW	061 256 160
E05381-03	12/07/2006	4;28;17;7;SW	061 278 907

E05458-01	28/11/2007	4;29;17;18;NW	071 580 667
E05458-02	28/11/2007	4;29;17;18;NE	071 580 666
E01128	28/09/2000	4;29;17;5;NE	001 276 321 001 277 788
E01129	29/09/2000	4;29;17;8;SE	001 277 787
E01130	29/09/2000	4;29;17;8;NE	001 277 786
E01131	29/09/2000	4;29;17;8;NE	001 277 785
E01133	29/09/2000	4;29;17;17;NE	001 277 784
E01134	01/10/2000	4;29;17;20;SE	001 285 185
E04308-01	05/12/2006	4;29;17;20;SE	061 502 818
E04308-02	05/12/2006	4;29;17;17;NE	061 502 819
E4308-03	18/11/2006	4;29;17;17;SE	061 479 363
E05138-03	05/06/2007	4;29;17;17;SW	071 277 855
E05246-01	2/06/2007		071 060 300
E05246-02	2/06/2007		071 060 301
E05246-03	2/06/2007		071 060 302
E05246-04	04/09/2009	4;29;17;12;NW	071 441 511
E05320-01	31/08/2006	4;29;17;17;SW	061 358 274
E05320-02	31/08/2006	4;29;17;17;SE	061 063 695
E05465-01	01/02/2006	4;29;17;17;SE	061 050 228
E06329-01	1/17/2005		051 021 295
E06329-02	1/17/2005		051 021 296
E06375	4/16/2008		081 139 568
E05465-02	20/12/2005	4;29;17;17;SW	051 485 617
E05465-03	20/12/2005		051 485 618
E05465-04	20/12/2005	4;29;17;8;SW	051 485 619

E05465-05	20/12/2005	4;29;17;8;SE	051 485 620
E05465-06	20/12/2005	4;29;17;5;NE	051 485 621
E05465-07	20/12/2005	4;29;17;4;NW	051 485 622
E05465-08	20/12/2005	4;29;17;4;SW	051 485 623
E05465-09	20/12/2005	4;29;17;4;SE	051 485 6234
E05742-01	25/11/2006	4;29;16;32;NW	061 490 400
E05746-01	08/12/2006	4;29;16;29;NE	061 508 075
E05746-01	05/06/2008	4;29;16;29;NE	081 200 565
E05746-02	05/06/2008	4;29;16;28;NW	081 200 566
E05746-03	05/06/2008	4;29;16;33;SW	081 200 567
E05746-04	05/06/2008	4;29;16;33;SE	081 200 568
E05746-05	05/06/2008	4;29;16;33;NE	081 200 569
E06216	28/11/2007	4;28;17;7;SW	071 580 666 071 581 158
E06438-01	02/07/2008	4;28;16;31;NW	081 231 871
E06438-02	02/07/2008	4;28;16;31;SW	081 231 872
E06438-03	02/07/2008		081 231 873
No File	12/11/2003	4;28;16;30;NW	031 389 270
No File	29/10/2003	4;28;17;6;SW	031 375 245
No File	29/10/2003	4;28;17;6;NW	031 375 246
No File	29/10/2003	4;28;17;7;SW	031 375 247