Grant Thornton

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COURT FILE NUMBER:	**1701-03460**
COURT:	**COURT OF QUEEN'S BENCH OF ALBERTA**
JUDICIAL CENTRE:	**CALGARY**
APPLICANT:	**ALBERTA ENERGY REGULATOR**
RESPONDENT:	**LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. and LR PROCESSING PARTNERSHIP**
DOCUMENT:	**RECEIVER'S THIRTEENTH REPORT MARCH 22, 2019**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING DOCUMENT	<u>RECEIVER</u> Grant Thornton Limited Suite 1100, 332 - 6 Avenue SW Calgary, AB T2P 082 Attention: Andrew Basi / Michael Costello Telephone: 1 (403) 296-2992 /1 (403) 296-3087 Facsimile: 1 (403) 260-2571 E-mail: Andrew.Basi@ca.gt.com / Michael.Costello@ca.gt.com <u>RECEIVER'S COUNSEL</u> Borden Ladner Gervais LLP 1900, 520-3rd Ave SW Calgary, AB T2P 0R3 Attention: Robyn Gurofsky Telephone: 1 (403) 232-9774 Facsimile: 1 (403) 266-1395 Email: rgurofsky@blg.com

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Introduction

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

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

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

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

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

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

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

3. The Receiver has issued twelve previous reports and their supplements between March 30, 2017 and February 15, 2019 (collectively the "**Prior Reports**"). The Prior Reports should be read in conjunction with this Thirteenth Report.

4. The purpose of this report (the "**Thirteenth Report**") is to provide the Court and other interested parties with:

    a) the Receiver's application for court approval of a Purchase and Sale Agreement ("**Paramount PSA**") executed by the Receiver and Paramount Resources Ltd. ("**Paramount**") for the sale of Lexin's interests in proprietary seismic data (the "**Seismic**");

    b) the Receiver's application for court approval of a purchase and sale agreement (the "**Wilcox PSA**") executed by the Receiver and Wilcox Energy Corp. ("**Wilcox**") for the sale of Lexin's interests in certain Crown mineral leases in the Vulcan area;

c) the Receiver's Notice of Renunciation of all of the remaining assets in the Lexin Group estate with the exception of certain Retained Assets (as defined) contained in a schedule to the Notice of Renunciation;

d) the Receiver's intention to transfer approximately $60,000 in restricted trust funds obtained from Cargill in April 2017 to the unrestricted trust account for use thereafter by the general Lexin Group estate;

e) information on the financial position of the receivership estate;

f) the Receiver's application for Court approval of the Receiver's activities and conduct as outlined in this Thirteenth Report; and

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

5. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars. Capitalized terms not otherwise defined herein shall adopt the meaning as defined in the Receivership Order and the Receiver's Prior Reports.

Limitations of Report

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

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

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

Confidential Appendices

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

Background

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

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

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

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

Brief Summary of Activities

14. Since filing the Tenth Report, the last report providing a summary of the Receiver's activities, the Receiver has taken a number of steps, which fall into the following categories:

    a) Environmental and Safety Issues;

b) Asset Preservation and Protection Issues;

c) Creditor/Stakeholder Issues; and

d) Sales Process Issues.

Each of these major areas are discussed further below.

Environmental and Safety Issues

15. The Receiver has continued to work with stakeholders, including the AER, OWA and Working Interest Partners ("**WIP**"), to address environmental and safety matters. In addition, the Receiver continues to be in communication with the OWA regarding the abandonment by the OWA of various Lexin and LR licensed pipelines, including the sour gas pipelines, which are of the greatest environmental concern.

Asset Preservation, Protection and Realization Issues

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

17. In February 2019 the Receiver sold its interest in a non-operated well (03-24-016-22W) that generated the vast majority of the amounts owing to Lexin's joint venture account with SanLing Energy Ltd. ("**SanLing**"), more particularly discussed in the Tenth Report. This well was sold to Brentwood Energy Corp. ("**Brentwood**") with an effective date of March 20, 2017 (i.e. the date of receivership). Aside from the cash sale price, which amount was below the court approval threshold, the Receiver is eligible to receive from Brentwood a portion of any payments received by Brentwood from SanLing in respect of this joint venture account to the date of sale.

18. In December 2018 and January 2019, the Receiver concluded the sale of certain oilfield equipment located at the Gladys sites and at the Mazeppa gas processing plant, to Calroc Industries and ComGen Power Solutions Inc., respectively. Both sale transactions were under the Court approval threshold with equipment dismantling and removal issues being the responsibility of these purchasers and the AER under a protocol that both purchasers have agreed to. The cost of these two equipment salvage projects exceeded the realizations from these equipment sales. As a result, the Receiver is including all remaining equipment, with the exception of that required to conclude two potential sales of oil and gas properties, in the Notice of Renunciation discussed further in this Thirteenth Report.

19. The Receiver is considering its options regarding the 2007 GMC Sierra 1500 truck located at Regal Auctions that was the subject of discussions in the Eleventh Report and the information sought from AMVIC on determining the registered owner.

20. The Receiver has recently invoiced Midstream Canada Ltd. ("**Midstream**") for Midstream's share of surface and mineral leases associated with the joint venture wells that were included in the sale of certain High River properties to LTAM that closed January 31, 2019.

21. Insurance coverage with respect to the Property has been reduced to a level reflective of the remaining assets of the estate.

Creditor/Stakeholder Issues

22. The Receiver has continued to maintain discussions with PPR and land title registrants, WIPs, creditors and other stakeholders as outlined in the Prior Reports. The following are relevant updates on some of the more material matters.

Utility Suppliers

23. The Receiver was previously paying the utility bills associated with the Sites in conjunction with the OWA's and WIPs' care and custody of same. These utilities include Epcor power bills, Zedi sour gas monitoring system bills, Telus bills for emergency call-in phone lines and other associated environmental and line locating vendor bills. The Receiver has now cancelled or transferred substantially all of these services to the OWA or LTAM, the purchaser of the High River properties.

CRA

24. As outlined in the Eighth and Tenth Reports, the Canada Revenue Agency ("**CRA**") has conducted an audit of certain entities of the Lexin Group. In January 2019, CRA issued a re-assessment of Lexin's 2013 and 2014 taxation years, arising from a change in control that occurred when Bancorp acquired the shares of Compton Petroleum Corporation (Lexin's predecessor prior to amalgamation). The re-assessment resulted in a $2.1 million income tax liability, representing an unsecured claim against the Lexin estate. As it is not anticipated that the realizations will be sufficient to satisfy this claim, the Receiver does not intend to object to this re-assessment.

Surface and Mineral Lessors

25. The Receiver continues to work with the SRB and the applicable surface lessors to reinstate the terminated surface leases referenced in the Twelfth Report. This is relevant to satisfying the terms of the sale of the High River properties to LTAM. In addition, the Receiver continues to communicate with relevant lessors to address any issues affecting the distributions to surface and mineral lessors approved pursuant to the distribution order granted by Justice Horner on February 26, 2019 (the "**Distribution Order**"). The Distribution Order included a holdback of $100,000 to satisfy any accounting discrepancies. To date, the only material change to the distributions is the $33,574 reimbursement of freehold mineral tax paid by freehold owners on Lexin's behalf, which was referenced in the Twelfth Report. A copy of the schedule outlining the freehold mineral tax paid by owner that required reimbursement, is attached as **Appendix 3** to this report. The Receiver paid these amounts to the owners in March 2019.

26. Given the Notice of Renunciation more particularly outlined below, and the fact that the Receiver has renounced the majority of the remaining surface and mineral leases (other than those listed in the Notice of Renunciation as being retained), the applicable surface lessors can proceed with their applications to the SRB to terminate their leases, the applicable freehold mineral lessors can proceed to remove any lease caveats registered on their titles and the Crown can terminate the applicable mineral leases and return them to the province's land bank for re-sale to the public.

27. At the appropriate time, the Receiver intends to work with the surface and mineral lessors holding retained leases to determine the applicable rental and royalty arrears payable.

Crown

28. In addition to the discussions with the Crown associated with the Notice of Renunciation, the Receiver will be working with the Crown to address the Receiver's findings in respect of its investigation into the gas cost allowance review referenced in the Twelfth Report, and whether the results of its investigation should result in a reduction in crown royalties payable in respect of the High River properties sold to LTAM.

Non-operated Joint Venture Partners / Trustees

29. The Receiver continues to receive numerous inquiries from joint venture partners on non-operated properties as well as trustees for land interests beneficially owned by Lexin, given the level of obligations they are incurring on Lexin's behalf. As outlined in the Notice of Renunciation discussed below, the Receiver has renounced all of its remaining non-operated interests in oil

and gas assets. This includes any properties that are being held in trust for Lexin that are not included in the Retained Properties noted in this Notice of Renunciation section.

LR Creditors

30. As outlined in Prior Reports, there are no longer any economically realizable assets in the LR Processing and LR Processing Ltd. (collectively "**LR**") estates, with the Receiver having been discharged over the LR lands in December 2018 and the equipment salvage project identifying no additional economically realizable assets at Mazeppa. The costs related to realizing on the LR assets have exceeded realizations.

31. In February 2019, the Receiver was served with a notice of application in these proceedings by Young Energy Services Inc. ("**YES**"), a lien claimant in the LR estate. Amongst other things, the application seeks injunctive relief over former LR assets now owned by MFC Power that are located on the LR lands. The YES application and the supporting affidavit have both been posted to the Receiver's website. While the YES application appears to seek costs against the LR estate, counsel for YES has advised it is not pursuing this relief.

Secured Creditors

32. With the Receiver's Certificates now fully repaid, the residual funds in the Lexin estate are now available to secured or priority claims which have been asserted by two parties, being:

    a) the AER, both for the special lien applicable on their unpaid administrative fees and orphan well fund levies and for an "end of life obligations" priority arising from the Supreme Court of Canada ruling on the *Redwater* case; and

    b) Caledonian Royalty Corporation ("**Caledonian**") for their General Security Agreement registered against Lexin.

33. The Receiver is working with both of these parties with respect to their claims.

Sales Process Matters

34. The Receiver has continued to work with Sayer to advance the Sales Process, inclusive of a new sales process for the Seismic and the Fee Simple Lands transferred back to the Lexin estate pursuant to the Settlement Agreement approved by the Court on November 27, 2018.

35. In early January 2019, following a period of preparatory work between the Receiver and Sayer, including the population of a Virtual Data Room ("**VDR**"), Sayer issued a marketing document (the "**Mailer**") on the Seismic (Proprietary only) and Fee Simple Lands to its database of over 2,500 parties, a copy of which is attached as **Appendix 4** to this report.

36. This Mailer was followed up with advertisements in the Daily Oil Bulletin, BOE Report ("**BOE**"), A&D Watch, PLS Inc. and Canadian Oil Industry Asset Sale Listing publications, advertising the Seismic and Fee Simple Lands. The Mailer established a bid deadline of February 7 for both sets of assets. The status of the Sayer sales processes are outlined below.

Seismic

37. By the February 7, 2019 bid deadline, there were numerous offers received on the Seismic. A summary of the offers received is contained in the Sayer document provided to the Receiver on February 7, 2019 attached as **CONFIDENTIAL APPENDIX 5**.

38. The Receiver selected Paramount, the top bidder, to clear their due diligence conditions and negotiate a binding agreement.

39. Following completion of due diligence, the Receiver executed the binding Paramount PSA on March 21, 2019. The Paramount PSA, a redacted copy of which is attached to this report as **Appendix 6** with the applicable unredacted pages contained at **CONFIDENTIAL APPENDIX 7**, provides for the following general terms:

    a) Assets consist of:

        i. Proprietary 3D seismic – 15 surveys aggregating 1,143 square kilometers;

        ii. Proprietary "Partner" 3D seismic – 29 surveys aggregating 857 square kilometers, with working interests ranging from 1% to 88%;

        iii. Proprietary 2D seismic – 227 lines aggregating 1,425 kilometers;

        iv. Proprietary "Partner" 2D seismic – 490 lines aggregating 3,401 kilometers, with working interests ranging from less than 1% to 95%;

    b) Consideration – Cash (no financing condition);

    c) Deposit – refundable only if Court approval is not obtained or if there are other vendor-related reasons for not completing the transaction;

    d) Conditional upon Court Approval; and

    e) Closing date – three days after Court approval or as mutually agreed upon.

40. In addition, because trade seismic (excluded from the Paramount sale) was stored together with the propriety data, the Receiver will be engaging a third party expert to review the seismic data at each storage location to cull the trade data from the proprietary data. Thus, once the Seismic is properly transferred to Paramount, it should be free and clear of the trade data. However, in the unlikely event that there are unintended omissions, the Receiver is seeking an order that directs Paramount not to use any trade data inadvertently transferred to it, and to destroy such trade data within 30 days of its discovery.

41. As reported in Prior Reports, Lexin's records were poorly maintained, however, based on the limited information available, it would appear that there are over 350 parties (many of whom no longer exist or were purchased) that may own portions of the trade data in Lexin's possession. It would be cost prohibitive for the Receiver to confirm such ownership. However, given the length and public nature of the receivership proceedings and the fact that the Receiver has not heard from any third party asserting ownership in the data (other than those parties already having inquired of the Receiver), the Receiver views this culling process as reasonable in the circumstances and sufficient to protect any such party with an interest in the trade data.

42. The Receiver considers the sales process for the Seismic to be fair and reasonable given that:
    a) it was conducted by Sayer, an independent third party focused on providing oil and gas sales advisory services, to canvas a wide array of prospective bidders in the industry;

    b) Sayer took various steps to market the assets, including but not limited to:

        i. Issuing the Mailer via mail and e-mail to over 2,500 parties;

        ii. Posting advertisements in the Daily Oil Bulletin, BOE, A&D Watch, PLS Inc. and Canadian Oil Industry Asset Sale Listing publications; and

        iii. Creating a VDR containing confidential information accessible to potential bidders who executed a non-disclosure agreement ("**NDA**").

    c) Sayer received responses from numerous parties; and

    d) The Receiver has established a mechanism to identify the trade data using third party seismic expertise prior to transferring the proprietary data to Paramount and the trade data will be destroyed prior to the Receiver's discharge.

43. The Receiver considers the Paramount PSA to be fair and reasonable given that:

a) Paramount's bid was the highest and best bid received in the Sayer process;

b) the Paramount PSA was negotiated at arm's length and in good faith; and

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

44. For the above noted reasons, the Receiver views the sale of Lexin's proprietary seismic to Paramount to be in the best interest of the Lexin Group's stakeholders. The Receiver supports and recommends the sale to Paramount as being commercially reasonable in the circumstances.

Fee Simple Lands

45. The Receiver received multiple offers on the Fee Simple Lands. Because many of these lands were transferred out of Lexin prior to the receivership and returned to the Lexin estate pursuant to the Settlement Agreement, certain titles representing undeveloped lands remain in the name of 1059, while others, representing primarily lands containing lease and unit agreements, remain in Compton's name.

46. There are many complexities associated with the sale of the Fee Simple Lands, including but not limited to the fact that certain of these lands have significant freehold mineral tax arrears owing and the fact that the volume and age of registrations on these lands will present difficulties, particularly given the state of Lexin's records. The Receiver is considering the options available for such sale and in particular, whether a sale will be accretive to the estate.

47. The Receiver expects to have additional information on this matter and a proposed course of action in a future Receiver's Report.

Vulcan Minerals

48. Following the Receiver's partial discharge over various well and facility licenses in December 2018, Wilcox approached Sayer to purchase various Crown mineral leases associated with these licenses.

49. After calculating the amounts of crown royalty and mineral arrears outstanding under the mineral leases, the Receiver and Wilcox executed a binding agreement on March 18, 2019, subject to Court approval, a copy of which is attached as **Appendix 8**. The Wilcox PSA provides for the following general terms:

a) Assets - 4 Crown mineral leases in the Vulcan area with interests ranging from 50% (on 3 leases) to 100% (on one lease);

b) Consideration – $54,000, payable in cash on closing;

c) Vendor Costs (as defined) reimbursement - $50,000, with i) $40,000 payable upon execution of the PSA (which the Receiver confirms it has received), non-refundable unless no Court application for approval is held by April 30, 2019, and ii) $10,000 payable on closing;

d) Effective date – April 1, 2019;

e) Closing date – the day after Court approval or as mutually agreed upon;

f) Non-Permitted Encumbrances – Crown royalty and rental arrears prior to the effective date and 2 builder's liens registered by Techmation Inc. against 2 mineral leases, aggregating approximately $12,000;

g) Permitted Encumbrances – GORRs to Caledonian (on 3 leases) and CNRL (on 4 leases);

h) Conditional upon Court approval; and

i) Post-closing condition – the Receiver shall pay the Crown the applicable royalty and rental arrears owing to the Effective Date promptly after Closing;

50. The Receiver considers the sales process for the Vulcan mineral leases, which were included in Sayer's marketing process in September 2017, to be fair and reasonable given that:

a) it was previously approved by the Court;

b) it was conducted by Sayer;

c) Sayer took various steps to market the assets, including but not limited to:

   i. Issuing the Mailer via mail and e-mail to over 2,500 parties on September 1st and 5th, 2017;

ii. Posting advertisements in the Daily Oil Bulletin, BOE, A&D Watch, PLS Inc. and Canadian Oil Industry Asset Sale Listing publications; and

iii. Creating a VDR containing confidential information accessible to potential bidders who executed an NDA; and

d) Sayer received a wide overall response to their marketing, with over 60 NDA's executed and over 40 offers received on all Lexin properties;

51. The Receiver considers the Wilcox PSA to be fair and reasonable given that:

a) Wilcox's bid was the highest and best bid, and in fact the only bid on these specific assets, received during the sales process;

b) the Wilcox PSA was negotiated at arm's length and in good faith; and

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

52. For the above noted reasons, the Receiver views the sale of Lexin's interests in the subject Vulcan mineral leases to Wilcox to be in the best interest of the Lexin Group's stakeholders. The Receiver supports and recommends the sale to Wilcox as being commercially reasonable in the circumstances.

Other Offers Received on Oil and Gas Properties

53. Aside from the above assets, there are two more potential sales of Lexin's oil and gas properties that could be accretive to the Lexin estate; one involving 5 wells and 1 facility in the Vulcan area, the other involving 11 wells and 3 facilities in the Crossfield AER-defined strike area. Each sale would include associated equipment, pipelines and mineral and surface leases.

54. At present, the Receiver intends to pursue these two potentially accretive offers following its application for approval of the above Seismic and mineral lease sales. Each of these two potential sales have their own logistical and capacity issues presently delaying their pursuit. As a result, the Receiver has withheld the associated assets required to conclude these potential sales from the Notice of Renunciation discussed below.

Notice of Renunciation

55. As outlined earlier in this Thirteenth Report, there are numerous Lexin Group assets which have no future accretive realization potential. As there are hundreds, if not thousands of stakeholders associated with these assets, the Receiver believes it is important to issue a Notice of Renunciation now as opposed to waiting for its discharge, to allow these stakeholders an opportunity to take appropriate steps to pursue any rights they may have against these assets. These stakeholders include:

    a) Surface lessors – hundreds of lessors leasing over 1,700 surface leases;

    b) Freehold mineral lessors – hundreds of lessors leasing hundreds of freehold mineral leases;

    c) Crown minerals – over 200 leases, excluding any trust properties as outlined below;

    d) Non-operated working interest partners / trustees – based on information provided to the Receiver by the AER at the inception of the receivership, there were over 250 non-operated wells in which Lexin had a working interest, with over 50 operating partners. This does not include facilities, lands or other non-operating working interest partners in wells, which would substantially increase this number. Additionally, the Receiver is aware that there are properties held in trust for Lexin by various trustees, each of whom are presently bound by the terms of the Stay.

56. Due to the sheer volume of assets and stakeholders, it would not be cost-effective or appropriate for the Receiver to provide a detailed listing of the renounced properties. Additionally, given the state of Lexin's records, there is a real risk that such a renounced asset listing would not be fully comprehensive.

57. As a result, subject to Court approval the Receiver intends to issue a Notice of Renunciation that identifies the specific assets it is retaining for actual or potential future sales within a "Retained Properties" Schedule A, with any assets that are not contained on this Schedule A being, by default, "Renounced Properties". The draft Notice of Renunciation is attached as **Appendix 9** to this report. The Stay would be lifted on the Renounced Properties thereafter. The Receiver will post the executed Notice of Renunciation on its web-site.

58. To the extent that Lexin held any of these Renounced Properties in trust for others, which Lexin's records indicate may be the case, the Receiver is willing to provide the beneficiary with a

notification to the appropriate authorities, so that they can take the appropriate steps to have the applicable asset transferred into their name. The onus will be on the beneficiary to identify such assets and prove their beneficial interest. The Receiver would expect the Lexin estate to be compensated for such efforts.

Cargill Funds

59. As referenced in the Prior Reports, the Receiver is holding in trust approximately $60,000received from Cargill Limited ("**Cargill**") arising from Cargill's purchase of gas contained in Alberta's pipeline gathering system at the date of receivership (i.e. Lexin's wells were shut-in prior to the receivership) and sold thereafter.

60. The Receiver learned that Cargill was holding funds from Lexin's former gas marketing company, Streamline Energy Group Ltd. ("**SEGL**") who advised that they had helped establish various gas purchase contracts for Lexin prior to the receivership. During this investigation, the Receiver learned that gas sale proceeds, including proceeds from a sale concluded just days after the receivership for just over $150,000, were being transferred directly to MFC Austria by Cargill, at Lexin's direction in October 2016. A copy of the Direction to Pay ("**DTP**") letter provided by Lexin to Cargill in October 2016 is attached as **Appendix 10** to this report.

61. Based on a summary of the Cargill marketing provided to the Receiver by SEGL, there appears to be over $1.7 million of gas that was sold by Lexin to Cargill from the date of the DTP to the date of the $150,000 payment to MFC Austria after the receivership date. The Receiver has not independently verified this figure.

62. MFC Austria have asserted to the Receiver that the DTP provides it with a priority to the $60,000 received from Cargill. The Receiver disagrees with this position, as it believes this DTP represents an unsecured obligation or transfer of equity from Lexin to MFC Austria.

63. Further, the Receiver is aware that a substantial portion of the funds paid for gas delivered by Lexin to Cargill represents funds that would be owed to many other claimants, including in respect of crown royalties, freehold mineral royalties, GORR and to working interest partners whose share of gas may have been included in the gas sold to Cargill.

64. As Lexin ceased reporting in Petrinex in July 2016, there is no practical way for the Receiver to determine which of the parties noted above have an interest in the $60,000.

65. Further, the costs of the Receiver trying to determine this composition would exceed the relatively minor amount of funds involved. Finally, the Receiver has already expended time and resources investigating this matter, including spending the time required to procure the funds, without which they would have never been received by the estate.

66. As a result, it is the Receiver's intent, with the approval of this Court, to remove the restriction on these funds (plus interest earned thereon), and transfer them from the restricted trust account to the unrestricted trust account for the general benefit of Lexin's estate.

Estate Financial Position

67. The receipts and disbursements ("**R&D**") for the Lexin Group's unrestricted trust accounts as at March 15, 2019, are contained in **Appendix 11.** As at March 15, 2019, there is $1.1 million of unrestricted funds held in trust for the Lexin Group. In addition to the unrestricted funds, there are $1.73 million in restricted trust account funds.

68. The restricted trust account contains primarily:

    a) $1.6 million held pursuant to the Distribution Order, related to Crown royalties owing on the sale of certain High River properties to LTAM for which the Receiver has a defined time frame to investigate its potential ability to reduce the amounts owing due to gas cost allowance issues, failing which the funds will be paid to Alberta Energy, as referenced earlier herein;

    b) Approximately $62,000 related to the final statement of adjustments with Davilin Energy Corp. ("**Davilin**"), the purchaser of the Ghost Pine Unit. These funds will be paid to satisfy applicable post-effective date crown royalties, gross overriding royalty interests and operational costs, with the residual payable to Davilin in accordance with the purchase and sale agreement approved by the Court; and

    c) Approximately $60,000 received from Cargill as referenced earlier.

    Interest is being earned on the amounts above.

69. Based upon the level of priority and secured claims referenced earlier in this report, the Receiver does not project there to be any realization for Lexin's unsecured creditors.

70. The Receiver is requesting approval of the fees and disbursements of the Receiver and its counsel of $375,724 and $103,863, respectively, incurred from October 2018 to February 2019.

The Receiver is of the opinion that the professional fees incurred to date are reasonable in the circumstances and respectfully recommends that the Court approve the additional fees and disbursements. A summary of the accounts rendered by the Receiver and its legal counsel, including accounts previously approved by the Court and the additional accounts rendered above, is included as **Appendix 12** to this report.

Recommendations

71. The Receiver respectfully recommends that this Honourable Court:

   a) Approve the sale of the Lexin proprietary seismic to Paramount;

   b) Approve the sale of certain Vulcan Crown mineral leases to Wilcox;

   c) Approve the Receiver's issuance of the Notice of Renunciation as appended herein;

   d) Approve the Receiver's intended transfer of the Cargill funds, inclusive of interest thereon, from the restricted trust account to the unrestricted trust account;

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

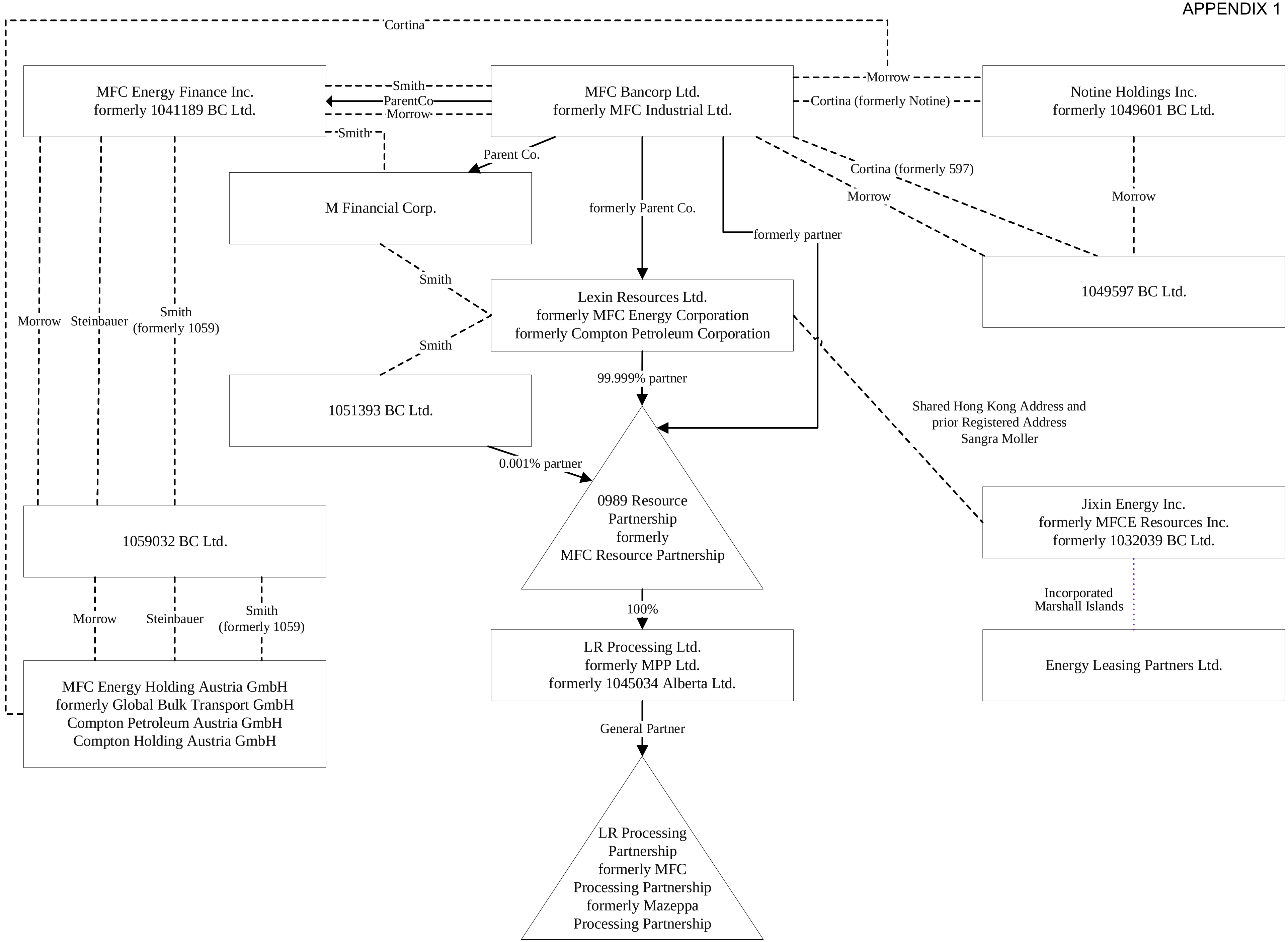
   f) Approve the professional fees and disbursements incurred by the Receiver and its legal counsel as outlined in Appendix 12.

DATED at Calgary Alberta, the 22nd day of March 2019.

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

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

APPENDIX 1



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

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

Lexin Appendix 6 to 12th Report Parties

		FMT Payments Made to AE by:		
Owners	TITLE	2015 yr.	2016 yr.	Total
NICHOLAS CHARLES PHILIP CHRISTISON RIDLEY	131106564	3,339.99		3,339.99
ROBERT CLARKE & ROBYN RITCHIE(Gordon S. Clark)	121018291 (4 in common)	1,624.56		1,624.56
LEANNE DRUMHELLER	121018291 (4 in Common)	1,609.72		1,609.72
JOHN MICHAEL BRAID (MIKE)	101135238 (3 in common)	2,838.69	977.68	3,816.37
PATRICK HARE	101135238 (3 in common)	2,838.69	977.68	3,816.37
CHRISTOPHER HARE	101135238 (3 in common)	2,838.69	977.68	3,816.37
MARGARET DOUGLAS AND RODERICK POOLEY	881216436 (ET AL)	3,135.95	1,360.34	4,496.29
LYLE BRAUNWARTH	981239197	1,723.07		1,723.07
ERLA MCINTOSH	101074748 (3 in common)	610.41		610.41
MARGERY BROCKLEBANK (JOY COLLEY)	101074748 (3 in common)	610.41		610.41
WYATT BROCKLEBANK	101074748 (3 in common)	610.41		610.41
CAROL LEM	991291548 (2 in common)	1,723.07		1,723.07
KEN LEM	991291548 (2 in common)	1,723.07		1,723.07
JOHN (MALCOLM) LYLE	126L60 .	3,360.81	693.25	4,054.06
		28,587.54	4,986.63	33,574.17

Amounts per AE in February 21, 2019 email from Peter Mittal, AE legal counsel

SAYER ENERGY ADVISORS

Receivership Sale

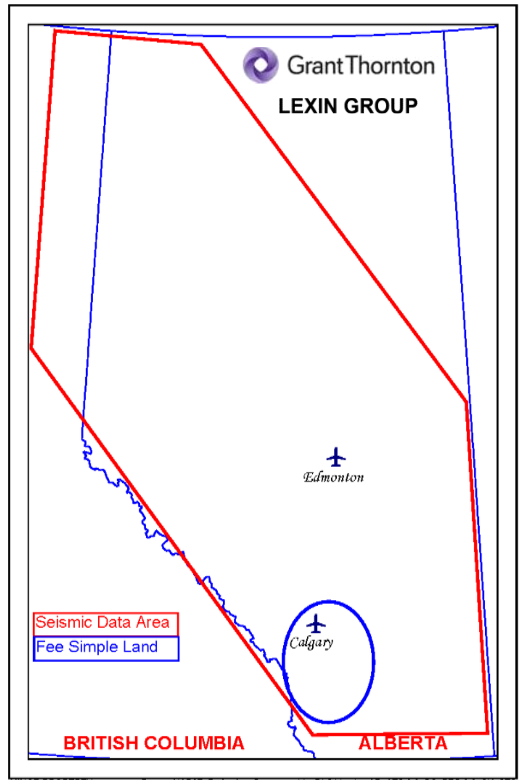
BID DEADLINE: 12:00 pm February 7, 2019

Receivership Sale:
Fee Simple Lands & Seismic Data
Various Areas of Alberta

Grant Thornton
LEXIN GROUP

Sayer Energy Advisors has been engaged to assist Grant Thornton Limited, in its capacity as court-appointed receiver (the "Receiver") of Lexin Resources Ltd., 0989 Resource Partnership, 1051393 BC Ltd., LR Processing Ltd. and the LR Processing Partnership (collectively the "Lexin Group" or "Lexin") with the sale of fee simple lands (the "Fee Simple Lands") and seismic data (the "Seismic") owned by the Lexin Group.

Fee Simple Lands: The Fee Simple Lands are located in southern Alberta, primarily south of Calgary. Lexin holds various interests in the Fee Simple Lands, ranging from approximately 4.3% to 100%. The majority of the Fee Simple Lands are currently unleased and presently titled to a predecessor company name, Compton Petroleum Corporation ("Compton"), as well as another company, 1059032 BC Ltd. ("1059032") that is in the process of transferring the assets back to Lexin pursuant to a court-approved settlement agreement.



The Receiver's preference is to receive separate offers for the lands held by each entity, as each entity will have their own unique conveyance process.

Seismic: Lexin owns a significant database of both proprietary (100% owned by Lexin) and partner (owned by Lexin and its partners) 2D and 3D seismic data, including a total of approximately 4,800 kilometres of 2D seismic data and a total of approximately 2,000 square kilometres of 3D seismic data.

The Receiver's preference is to sell all of the Seismic in one transaction.

PROCESS & TIMELINE

Sayer Energy Advisors is accepting cash offers to acquire the Fee Simple Lands and the Seismic until **12:00 pm on Thursday, February 7, 2019**.

Timeline

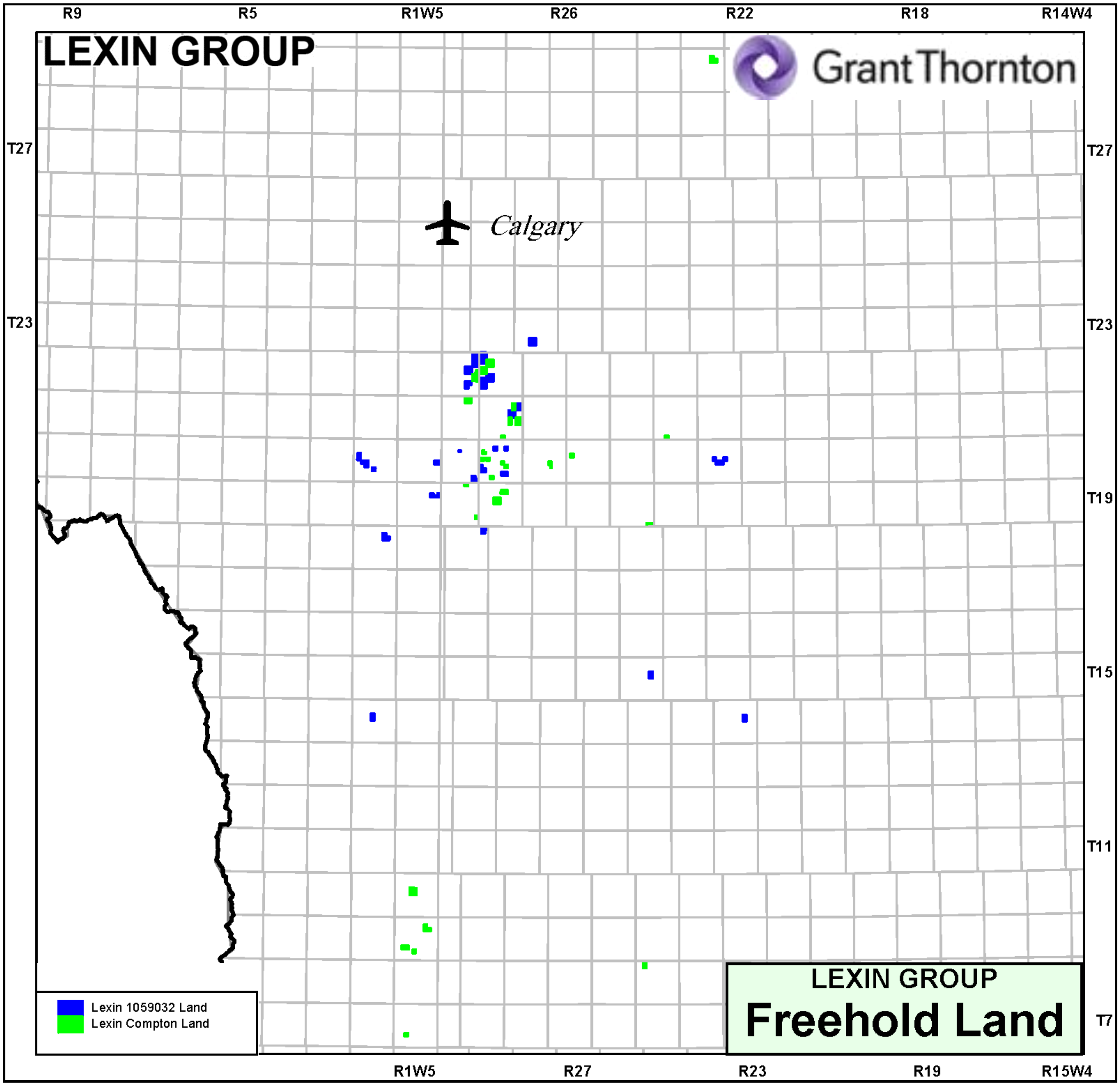
Week of January 7, 2019		**Preliminary Information Distributed**
January 14, 2019		**Data Room Opens**
February 7, 2019	**12:00 noon**	**Bid Deadline**
February 1, 2019		**Effective Date**
March 2019		**Closing Date**

Sayer Energy Advisors does not conduct a "second-round" bidding process; the intention is to attempt to conclude transactions with the parties submitting the most acceptable proposals at the conclusion of the process.

Sayer Energy Advisors is accepting cash offers from interested parties until noon on Thursday, February 7, 2019.

FEE SIMPLE LANDS

Lexin owns Fee Simple Lands located in southern Alberta, primarily south of Calgary. The map below outlines the location of the Fee Simple Lands.



Lexin holds various interests in the Fee Simple Lands, ranging from approximately 4.3% to 100%. The majority of the Fee Simple Lands are currently unleased; however, many of the Fee Simple Lands are subject to a 5% GOR payable to a third party and some of the lands are burdened by a 12.5% Gross Royalty Trust.

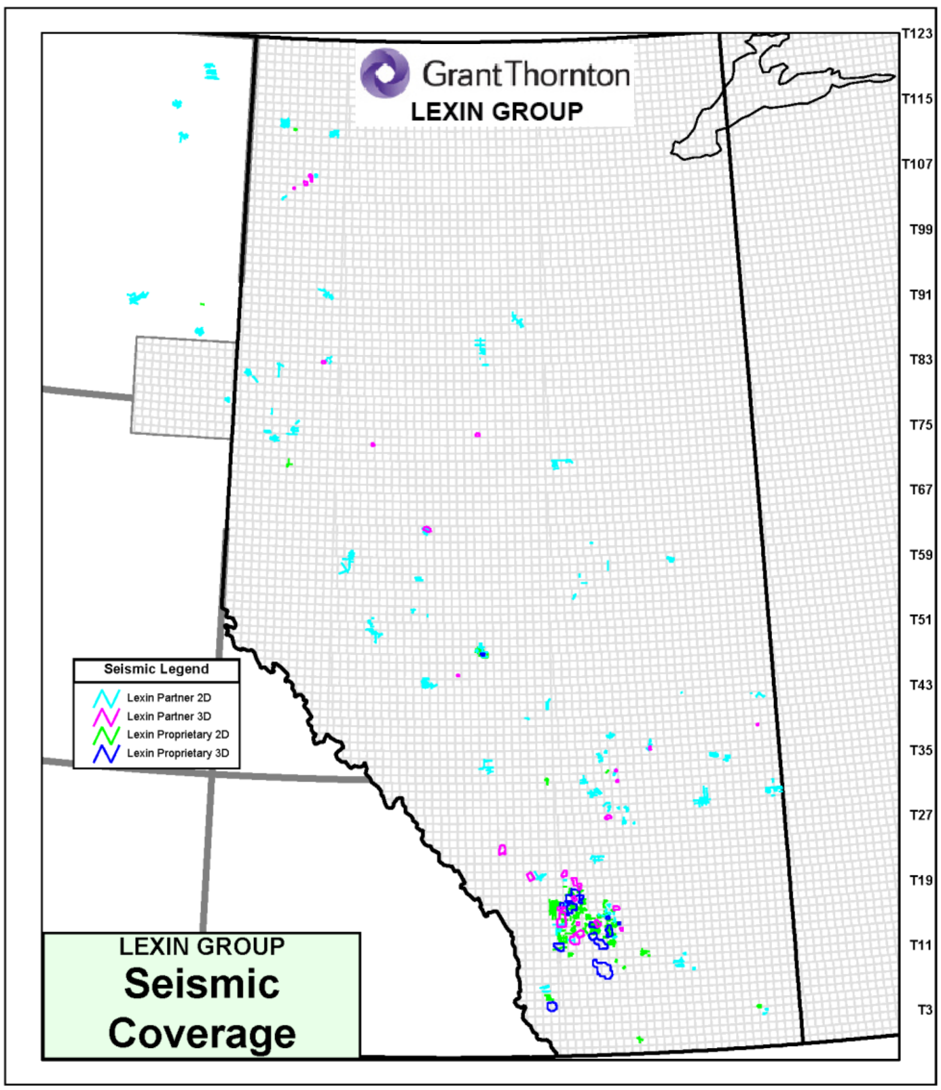
SEISMIC

Lexin owns a significant database of both proprietary (100% owned by Lexin) and partner (owned by Lexin and its partners) 2D and 3D seismic data, including a total of approximately 4,800 kilometres of 2D seismic data (1,400 kilometres of proprietary data and 3,400 kilometres of partner data). Lexin also owns a total of approximately 2,000 square kilometres of 3D seismic data (1,100 square kilometres of proprietary data and 900 square kilometres of partner data).

The Seismic covers various prospects throughout Alberta and British Columbia. The Seismic was estimated to have a future licensing value of approximately $41 million as per a March 31, 2009 seismic valuation report completed for Compton.

A detailed schedule of the Seismic, which includes, among other information, line names and locations and detailed shooting parameters, as well as the above-noted valuation report will be provided to parties which execute a Confidentiality Agreement.

The basic data is stored in approximately 700 boxes located at Calgary Archives, along with some other third party locations. The data will be made available to the successful bidder for due diligence purposes. The Receiver's preference is to sell all of the Seismic in one transaction. The plat that follows shows the location of the Seismic.



Grant Thornton

Lexin Group
Winter 2019
Receivership Sale
Fee Simple Lands & Seismic Data

CONTACT

Parties wishing to receive a Confidential Information Binder with detailed technical information relating to this opportunity should execute the Confidentiality Agreement which is available on Sayer Energy Advisors' website (www.sayeradvisors.com) and return one copy to Sayer Energy Advisors by courier, email (tpavic@sayeradvisors.com) or fax (403.266.4467).

Included in the Confidential Information Binder is detailed information relating to the ownership of the Fee Simple Lands and the Seismic.

To receive further information on the Fee Simple Lands and the Seismic please contact Tom Pavic, Alan Tambosso, Ben Rye, Grazina Palmer, Mark Zalucky or Ryan Ferguson Young at 403.266.6133.

DISCLAIMER

The accompanying information and any information obtained from, provided by, or compiled by Grant Thornton Limited acting as Receiver of the Lexin Group, has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete, authentic or accurate.

Any information contained herein has been prepared to assist prospective purchasers with their own evaluation of the assets offered for sale and does not purport to contain all the information that a prospective purchaser may require. Prospective purchasers should conduct their own investigation and analysis of the assets offered for sale and of this information.

The Receiver, its agents, officers and assigns, does not make any representation or warranty as to the accuracy, authenticity or completeness of this information and shall have no liability for any representations (expressed or implied) contained therein, or any omissions from, this information or from any other written or oral communications transmitted to prospective purchasers in the course of their evaluation of the assets offered for sale.

The Assets (to be defined within a Purchase and Sale Agreement) shall be purchased on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by the Vendor, express or implied, arising at law, by statute or in equity or otherwise with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by the Vendor, express or implied, arising at law, by statute or in equity or otherwise with respect to: (i) the quality, condition, fitness, merchantability or serviceability of any of the Assets; (ii) the suitability of their use for any purpose; (iii) compliance with applicable laws or; iv) title.

Without restricting the generality of the foregoing, the Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of the Vendor's interest in the Assets and the state and condition thereof and that it has relied solely on such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets.

SEISMIC PURCHASE AGREEMENT

THIS AGREEMENT made as of March 21, 2019.

BETWEEN:

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

- and -

PARAMOUNT RESOURCES LTD., a corporation incorporated under the laws of the Province of Alberta (hereinafter referred to as "**Purchaser**")

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

AND WHEREAS Lexin owns an interest in certain proprietary Seismic Data and Vendor has determined that it is in the best interest of the creditors and stakeholders of Lexin to sell the Seismic Data to Purchaser and Purchaser wishes to purchase, all of the interest of Lexin in and to the Seismic Data, subject to and in accordance with the terms and conditions hereof;

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

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

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

(c) "**Applicable Law**" means all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, licence or other governmental or regulatory authorization in respect of the Seismic Data;

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

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

(f) "**Closing**" means the transfer of possession, legal and beneficial ownership and risks of the Seismic Data from Vendor to Purchaser and payment of the Purchase Price by Purchaser to Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto;

(g) "**Closing Date**" means the date which is:

   (i) three Business Days following the receipt by the Vendor of the Court Order; or

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

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

(i) **"Confidential Appendix**" means the Vendor's confidential appendix to its report to the Court outlining, among other things, the Purchase Price, for which a sealing order will be sought;

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

(k) "**Court Order**" means an order to be granted by the Court which authorizes, approves and confirms this Agreement and the sale of the Seismic Data by Vendor to Purchaser in accordance with the terms and conditions contained herein, and vests legal and beneficial title to the Seismic Data in Purchaser free and clear of all encumbrances, liens, security interests or claims in form and content acceptable to the Vendor and the Purchaser, each acting reasonably;

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

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

(n) "**Deposit**" has the meaning as defined in Section 2.7;

(o) "**Field Data**" means, as may be applicable to the manner of acquisition,

   (i) digital seismic shot records recorded on the seismic lines listed in Schedule "A";

   (ii) horizontal and vertical survey notes and navigational survey information created and recorded on the seismic lines listed in Schedule "A";

   (iii) observers' reports taken and recorded on the seismic lines listed in Schedule "A"

   (iv) drilling reports and chainage notes for the seismic lines listed in Schedule "A"; and

   (i) shotpoint location maps for the seismic lines listed in Schedule "A";

(p) "**Final Order**" means an order of the Court that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying, enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by Applicable Law or order having been satisfied;

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

(r) "**Governmental Authority**" means any federal, national, provincial, territorial, municipal or other government, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, commission or department, as well as any government-owned entity, any regulatory authority, tribunal or judicial or arbitral body (whether governmental, public or private) and any public authority or any public utility, having jurisdiction over a Party, the Seismic Data or the Transaction;

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

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

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

(v) "**Losses**" means, in respect of a Person and in relation to a matter, all actions, causes of action, losses, costs, claims, damages, penalties, assessments, fines, charges, expenses, and other liabilities and obligations which a Person suffers, sustains, pays or incurs in connection with such matter, including reasonable costs of legal fees and other professional advisors and consultants and reasonable costs of investigating and defending claims arising from the matter regardless of whether such claims are sustained, but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities;

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

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

(y) "**Processed Seismic Data**" is a type of seismic data and is the output of processing when the input was seismic data;

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

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

(bb) "**Seismic Data**" means the Vendor's right, title, estate and interest in and to the proprietary seismic data described in Schedule "A" including the Field Data and Processed Seismic Data described in Schedule "A" and all records pertaining thereto;

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

(dd) "**Transaction**" means the transaction for the purchase and sale of the Seismic Data contemplated by this Agreement; and

(ee) “**Transfer Taxes**” means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Seismic Data, including GST and harmonized sales tax.

1.2 Headings

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

1.3 Interpretation Not Affected by Headings

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

1.4 Plurals and Gender

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

1.5 Schedules

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

Schedule "A"	Seismic Data
Schedule "B"	General Conveyance

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

1.6 Damages

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

1.7 Derivatives

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

1.8 Interpretation if Closing Does Not Occur

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

1.9 Conflicts

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of a schedule, the provision of the body of this Agreement shall prevail.

1.10 Currency

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

ARTICLE 2
PURCHASE AND SALE AND CLOSING

2.1 Purchase and Sale

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

2.2 Purchase Price

The aggregate consideration to be paid by Purchaser to Vendor for the Seismic Data shall be XXXXXXXXXXXXXXXXXXXXXXXXX (**$XXXXXXXXXXX) dollars** (the "**Purchase Price**") plus applicable GST and applicable Transfer Taxes. At Closing, the Purchase Price, less the Deposit, shall be paid in full.

2.3 Closing

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

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

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

  (ii) a receipt for the Purchase Price as adjusted herein plus applicable GST;

  (iii) a copy of the Court Order;

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

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

  (i) the Purchase Price, as adjusted herein plus applicable GST and Transfer Taxes, less the Deposit;

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

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

2.4 Possession of Seismic Data and Expenses for Removal

(a) If the Closing occurs, Purchaser shall be responsible for and shall take possession of the Seismic Data at such location (the "**Delivery Location**") and in such format as Vendor shall advise at the Purchaser's sole cost and expense. In addition, Purchaser shall be responsible and pay as and when required:

(i) any and all costs associated with temporarily storing the Seismic Data from the Closing Date;

(ii) any and all costs of downloading and removing the Seismic Data from the applicable Delivery Location(s) (including any and all costs incurred to segregate any Seismic Data from any Third Party seismic data and ensuring such segregation is done in compliance with applicable terms and conditions relating to such seismic data) and/or delivering or transferring them to a new location; and

(iii) the cost of repairing any damage or loss of integrating caused by downloading or removal of any of the Seismic Data from the applicable Delivery Location(s) and/or delivering or transferring to a new location.

(b) The Purchaser shall be liable for any and all claims, Losses and liabilities whatsoever caused by or in any way arising out of any downloading, transfer or removal of any Seismic Data from the designated Delivery Location or any failure to download or remove any Seismic Data from the designated Delivery Location. The Purchaser shall indemnify and save harmless the Vendor, its Representatives and their respective officers, directors, employees or other representatives in respect of and from any and all claims, Losses and Liabilities that any of them may incur or suffer by reason of any downloading, transfer or removal of any Seismic Data from the designated Delivery Location, or any failure to download or remove any Seismic Data from the designated Delivery Location.

2.5 Form of Payment

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

2.6 Transfer Taxes

The Parties agree that:

(a) the Purchase Price is exclusive of all Transfer Taxes and the Purchaser shall be liable for and shall pay any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Seismic Data;

(b) where the Vendor is required under Applicable Law to collect or pay Transfer Taxes, the Purchaser will pay the amount of such Transfer Taxes to the Vendor at Closing upon which Vendor shall remit such Transfer Taxes to the appropriate Governmental Authority as soon after Closing as is practicable and in compliance with the applicable tax legislation and provide proof of such payment to Purchaser;

(c) except where the Vendor is required under Applicable Law to collect or pay such Transfer Taxes, the Purchaser shall pay such Transfer Taxes directly to the appropriate Governmental Authority or other entity within the required time period and shall file all necessary documentation with respect to such Transfer Taxes when due and the Vendor will do and cause to be done such things as are reasonably requested to enable the Purchaser to comply with such obligation in a timely manner or if the Vendor is required under Applicable Law to pay any such Transfer Taxes, the Purchaser shall promptly reimburse the Vendor the full amount of such Transfer Taxes upon delivery to the Purchaser of copies of receipts showing payment of such Transfer Taxes; and

(d) the Purchaser shall indemnify the Vendor for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that the Vendor may pay or for which the Vendor may become liable as a result of any failure by the Purchaser to pay or remit such Transfer Taxes.

2.7 Deposit

The Parties acknowledge that a deposit in the amount of XXXXXXXXXXXXXXXXXXXXXXXXXX (**$XXXXXXXXXXX)**, has been delivered by Purchaser to the Vendor, to be held and released only in accordance with the provisions of this Section 2.7 (the "**Deposit**").

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

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

(b) if Closing does not occur due to: (i) a failure to fulfill the conditions set forth in Section 3.2; or (ii) a material breach of a material term of this Agreement by Vendor or by failure of Vendor to fulfill the conditions set forth in Section 3.3, the Deposit shall be returned to Purchaser by the Vendor for the account of Purchaser absolutely within fourteen (14) days of the Closing Date; and

(c) if Closing does not occur due to any reason other than as addressed by Section **Error! Reference source not found.**, the Deposit shall be forfeited to Vendor for the account of Vendor absolutely.

In the event that this Agreement is terminated as a result of the events described in Section **Error! Reference source not found.** or 2.7(c), each Party shall be released from all obligations under or in connection with this Agreement, other than the provisions with respect to confidentiality and the use of personal information.

2.8 Damages

The Parties agree that the amount of the Deposit constitutes their genuine estimate of all damages that will be suffered by Vendor as a result of Closing not occurring and if Vendor shall retain the Deposit pursuant to Section 2.7(c) the Deposit shall constitute liquidated damages to Vendor, and not a penalty of Closing not occurring as described in that subsection. Retention of the Deposit by Vendor pursuant to Section 2.7(c) above shall be Vendor's sole recourse for Closing not occurring and Vendor shall not otherwise be entitled to claim any damages against Purchaser.

ARTICLE 3
COURT APPROVAL AND CONDITIONS OF CLOSING

3.1 Court Approval

The Parties acknowledge and hereby agree as follows:

(a) the Vendor shall prepare all materials, including but not limited to the Confidential Appendix, and shall promptly apply to the Court for, and use its commercially reasonable efforts to obtain the Court Order as soon as reasonably practicable following the date of execution of this Agreement and the Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably request to obtain the Court Order, including such information as may be required provided however that the application for the Court Order may be adjourned or rescheduled by the Vendor or its Representatives upon written notice to the Purchaser; and

(b) in the event that the Court fails to grant the Court Order, or the Court Order is granted but does not become a Final Order, in form and content acceptable to the Vendor and the Purchaser, each acting reasonably, this Agreement shall terminate and the Vendor and the Purchaser shall have no further liabilities or obligations to each other with respect to this Agreement or the Transaction, other than as may apply under the circumstances specified in Section 8.11 and 8.14 below.

3.2 Mutual Conditions

The obligation of Purchaser to purchase the Seismic Data, and of Vendor to sell the Seismic Data to Purchaser, is subject to the following conditions precedent:

(a) the Court Order being obtained and it being a Final Order;

(b) all necessary waivers, consents and approvals of Governmental Authority, if any, for completion of the Transaction have been obtained;

(c) no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable order or law which has the effect of: (i) making any of the transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation of the Transaction; and

(d) the Closing is not otherwise prohibited by Applicable Law.

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the written agreement of both the Vendor and the Purchaser.

3.3 Purchaser's Conditions

The obligation of Purchaser to purchase the Seismic Data is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Purchaser and may be waived by Purchaser:

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

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

(c) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 2.3(a) hereof.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have. If any of the said conditions have not been complied with or waived by the Purchaser at or before the time of Closing, the Purchaser may terminate this Agreement by written notice to the Vendor.

3.4 Vendor's Conditions

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

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

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

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

(d) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 2.3(b) hereof

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have. If any of the said conditions have not been complied with or waived by the Vendor at or before the time of Closing, the Vendor may terminate this Agreement by written notice to the Purchaser.

3.5 Efforts to Fulfil Conditions Precedent

Purchaser and Vendor shall proceed diligently and in good faith and use all commercially reasonable efforts to satisfy and comply with and assist in the satisfaction and compliance with the foregoing conditions precedent. In addition, each of the Parties agrees not take any action that could reasonably be expected to preclude, delay or have an adverse effect on the Transaction or would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Vendor

Vendor makes only the following representations to Purchaser:

(a) Vendor has been appointed by the Court as receiver and manager of Lexin and such appointment is valid and subsisting;

(b) provided the Court Order has been obtained, Vendor has the right to enter into this Agreement and to complete this Transaction; and

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

4.2 Representations and Warranties of Purchaser

Purchaser makes the following representations and warranties to Vendor:

(a) Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(b) Purchaser has good right, full power and absolute authority to enter into this Agreement and purchase and acquire the Seismic Data according to the true intent and meaning of this Agreement;

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

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

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

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

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

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

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

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

4.3 Limitation of Representations by Vendor

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

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

(ii) the merchantability, physical condition, description, fitness for a particular purpose, suitability for use, title, description, existence of latent defects, quality, quantity or any other thing affecting any of the Seismic Data;

(iii) the value of any of the Seismic Data;

(iv) compliance with Applicable Laws; or

(v) the title and interest of Lexin in and to the Seismic Data.

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

(c) Any information regarding or describing the Seismic Data in this Agreement (including the Schedules hereto), or in any other agreement or instrument contemplated hereby, is for identification purposes only, is not relied upon by the Purchaser, and no representation, warranty or condition, express or implied, has or will be given by the Vendor or any its Representatives, or any other Person concerning the completeness or accuracy of such information or descriptions.

(d) Except for its rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Vendor and its Representatives in respect of the Seismic Data, the Transaction and any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta) (or similar applicable statutes), warranties of fitness for a particular use, warranties of merchantability, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

(e) None of representations and warranties contained in this Article 4 shall survive Closing and, other than in the case of fraud, the Purchaser’s sole recourse for any material breach of representation or warranty in this Article 4 shall be for the Purchaser to not complete the Transaction in accordance with the Agreement.

ARTICLE 5
INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES

5.1 Purchaser's Indemnities for Representations and Warranties

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

5.2 Survival of Claim for Representations and Warranties

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

ARTICLE 6
INDEMNITIES

6.1 Post-Closing Date Indemnity

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

6.2 Third Party Claims

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

(a) upon the Third Party Claim being made against or commenced against the Indemnitee, the Indemnitee shall within 30 Business Days of notice thereof provide written notice thereof to the Purchaser. The notice shall describe the Third Party Claim in reasonable detail and indicate the estimated amount, if practicable, of the indemnifiable Losses that have been or may be sustained by the Indemnitee in respect thereof. A failure to give timely notice as provided in this Section 6.2(a) shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under any applicable insurance coverage or was otherwise prejudiced as a result of such failure.

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

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

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

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

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

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

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

ARTICLE 7
ACCESS TO BOOKS AND RECORDS

7.1 Access to Information

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

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

(b) enforcing its rights under this Agreement;

(c) compliance with Applicable Law; or

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

7.2 Maintenance of Information

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

ARTICLE 8
GENERAL

8.1 Further Assurances

Each Party , from and after the date hereof shall, from time to time and at the request and expense of the Party requesting same and without further consideration, do all such further acts and execute and deliver all such further assurances, deeds and documents as shall be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

8.2 Receiver

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

8.3 Entire Agreement

Except for the Appointment Order and the Court Order, the provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, except for the Appointment Order and the Court Order, the provisions of this Agreement shall prevail. In the event that Closing occurs, except for the Appointment Order and the Court Order, this Agreement supersedes all other agreements (other than the Confidentiality Agreement dated January 15, 2019 between Vendor and Purchaser), documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the Transaction herein.

8.4 Governing Law

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

8.5 Assignment and Enurement

This Agreement shall not be assigned by the Purchaser without the prior written consent of the Vendor, which consent may be withheld at the Vendor's sole discretion. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

8.6 Time of Essence

Time is of the essence in this Agreement.

8.7 Notices

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

Vendor - Grant Thornton Limited As Court-appointed receiver and manager of the assets, undertaking and property of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership
Suite 1100, 332 – 6 Avenue SW, Calgary, AB T2P 0B2

Attention: Andrew Basi
Fax: (403) 403-260-2571
E-Mail: Andrew.basi@ca.gt.com

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

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

Purchaser - Paramount Resources Ltd.
2800, 421 – 7th Avenue SW
Calgary, AB T2P 47K9

Attention: Director, Land
Fax: 403-262-7994
E-Mail: spencer.sinclair@paramountres.com

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

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

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

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

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

8.8 Invalidity of Provisions

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

8.9 Waiver

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

8.10 Amendment

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

8.11 Confidentiality and Public Announcements

(a) If a Party intends to issue a press release or other public disclosure of this Agreement, aside from the report to the Court seeking approval of this Agreement as outlined in Section 8.11 (b) below, the terms hereof or the Transaction, the disclosing Party shall provide the other Party with an advance copy of any such press release or public disclosure with sufficient time (having regard to the circumstances) to enable the other Party to review such press release or other public disclosure and provide any comments. The disclosing Party shall not issue such press release or other public disclosure, aside from the report to the Court discussed in Section 8.11 (b) below, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

(b) Notwithstanding the above: (i) this Agreement may be filed by the Vendor with the Court; and (ii) the Transaction may be disclosed by the Vendor to the Court, subject to redacting confidential/sensitive information or sealing (as mutually determined by the Purchaser and the Vendor acting reasonably) as permitted by the Court, Applicable Law and rules. The Parties further agree that:

   (i) the Vendor may prepare and file reports and other documents with the Court containing references to the Transaction and the terms of such Transaction; and

   (ii) the Vendor and its Representatives may prepare and file such reports and other documents with the Court containing references to the Transaction contemplated by this Agreement and the terms of such Transaction as may reasonably be necessary to obtain the Court Order and to complete the Transaction contemplated by this Agreement or to comply with their obligations to the Court.

(c) Notwithstanding this section, where public disclosure of this Agreement, the terms hereof or the Transaction is required by Applicable Law or a Governmental Authority, except where compliance with Applicable Laws or stock exchange rules would not permit the Party required to make the disclosure to do so, the Party required to make the disclosure shall:

   (i) use commercially reasonable efforts to provide the other Party with a draft of any such proposed public announcement or press release at least 24 hours prior to the proposed release thereof; and

   (ii) to the extent reasonably possible, incorporate any reasonable amendments to the proposed public announcement or press release that the other Party requests sufficiently prior to the release thereof in order for the Party making such public announcement or press release to review and evaluate such proposed amendments.

8.12 Consequential Damages

Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any punitive, exemplary, consequential or indirect damages (including for greater certainty, any loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction.

8.13 Termination

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

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

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

8.14 Personal Information

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

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

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

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

8.15 No Merger

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

8.16 Counterpart Execution

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

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

GRANT THORNTON LIMITED, solely in its capacity as the receiver and manager of the assets, undertaking and property of **LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP**, and not in its personal or corporate capacity

Per: ______________________________
Name: **Andrew Basi**
Title: **Senior Vice-President**

PARAMOUNT RESOURCES LTD.

Per: ______________________________
Name: **Spencer Sinclair**
Title: **Director, Land**

THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED MARCH 21, 2019 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver and manager of the assets, undertaking and property of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and PARAMOUNT RESOURCES LTD.

SEISMIC DATA

See attached listing containing:
3D Proprietary
3D Partner
2D Proprietary
2D Partner

3D Proprietary

Line_Number	Line_Id	Group_I	Prospect_Name	Start_Location	End_Location	First_SP	Last_SP	Line_Length	Area_3D	Operator	Ownership_Type	Survey_Type	Date_Shot	Energy_Source	Fold	Unavailable Data	AFE NUMBER
SWA-2002-3D1	OP/CMT 9979	CMT	S.W. ALBERTA (APHRODITE 3D)	DLS: 04-014-29W4 NTS: A-63-E/82-I-4	DLS: 34-014-01W5 NTS: D-66-I/82-J-1	1	34	0	84.7	MFC Energy (	Proprietary	3D Outline	06/01/2002	Vibroseis		Section - will make print available	SE02094
LONGCOULEE3D	OP/HOR 9236	HOR	LONG COULEE 3D	DLS: 02-017-22W4 NTS: A-95-E/82-I-7	DLS: 16-017-22W4 NTS: B-28-L/82-I-7	1	10	0	7.77	MFC Energy (	Proprietary	3D Outline	01/10/1998	Dynamite			98-14
BIGORAY II 3D	OP/JMH 827	DRJ	BIGORAY II 3D	DLS: 36-050-09W5 NTS: B-36-G/83-G-6	DLS: 04-051-09W5 NTS: C-51-F/83-G-6	1	9	0	9.3	MFC Energy (	Proprietary	3D Outline	03/01/1993	Vibroseis			2237
F-97-3D2	OP/CMT 2853/7773	CMT	FARROW3D	DLS: 32-019-26W4 NTS: A-86-H/82-I-12	DLS: 31-020-26W4 NTS: D-89-I/82-I-12	1	18	0	35.04	MFC Energy (	Proprietary	3D Outline	06/01/1997	Dynamite	3000		970504
F-97-3D3	OP/CMT 2854	CMT	FARROW TONGUECR 3D	DLS: 24-019-29W4 NTS: B-41-E/82-I-12	DLS: 03-020-29W4 NTS: B-95-E/82-I-12	1	8	0	21.4	MFC Energy (	Proprietary	3D Outline	06/01/1997	Vibroseis	3000		971105
V-99-2-3D	OP/CMT 11	CMT	VULCAN 99 3D2	DLS: 25-016-25W4 NTS: A-56-F/82-I-6	DLS: 24-017-26W4 NTS: B-35-L/82-I-6	1	17	0	48.36	MFC Energy (	Proprietary	3D Outline	06/01/1999	Dynamite	1140		29018
SWA-2006-Med-3D	OP/CMT 11268	CMT	Medallion	DLS: 07-020-27W4 NTS: C-19-J/82-I-12	DLS: 33-020-28W4 NTS: C-87-K/82-I-12	1	24	0	62.39	MFC Energy (	Proprietary	3D Outline	06/01/2006	Vibroseis			SE06026
SWA-2006-Third Lk-3D	OP/CMT 11269	CMT	Thrid Lake	DLS: 36-020-27W4 NTS: D-89-I/82-I-12	DLS: 25-021-28W4 NTS: B-80-B/82-I-13	1	27	0	73.51	MFC Energy (	Proprietary	3D Outline	06/01/2006	Vibroseis			SE06155
CHAMPION 05 3D	OP/STY 11509	STY	CHAMPION	DLS: 12-014-24W4 NTS: B-83-G/82-I-3	DLS: 16-015-25W4 NTS: A-11-D/82-I-6	1	26	0	120.97	MFC Energy (	Proprietary	3D Outline	01/12/2005	Vibroseis	2800		A01157
Monarch 2006 3D	OP/STY 11576	STY	MONARCH	DLS: 24-010-24W4 NTS: A-1-G/82-H-14	DLS: 30-012-25W4 NTS: B-42-D/82-I-3	1	39	0	309.7	MFC Energy (	Proprietary	3D Outline	01/07/2006	Dynamite	2400		A01422
Vulcan 2005 3D	OP/STY 11767	STY	VULCAN	DLS: 15-015-25W4 NTS: A-19-C/82-I-6	DLS: 01-016-26W4 NTS: D-77-D/82-I-6	1	38	0	63.94	MFC Energy (	Proprietary	3D Outline	10/01/2005	Vibroseis	2500		A01094
SWA-2007-LCW-3D	OP/STY 11854	CMT	Long Coulee	DLS: 35-015-23W4 NTS: D-56-A/82-I-6	DLS: 06-017-23W4 NTS: B-82-G/82-I-6	1	15	0	78.97	MFC Energy (	Proprietary	3D Outline	12/01/2007	Vibroseis			SE07719
SWA-2007-FL-3D	OP/CMT 16439	CMT	Frank Lake	DLS: 03-019-27W4 NTS: C-83-B/82-I-12	DLS: 03-020-28W4 NTS: B-5-K/82-I-12	1	63	0	118.43	MFC Energy (	Proprietary	3D Outline	01/15/2008	Vibroseis			SE07556
Cowley 3D	OP/WIN 16445	WIN	COWLEY	DLS: 34-006-01W5 NTS: C-14-A/82-G-9	DLS: 27-007-02W5 NTS: C-95-B/82-G-9	1	26	0	96.1	MFC Energy (	Proprietary	3D Outline	10/01/2006	Vibroseis		Section - will make print available	80016
SWA-2010-LC-3D	OP/CMT 19605	CMT	LONG COULEE 3D	DLS: 33-017-23W4 NTS: A-70-I/82-I-6	DLS: 06-018-23W4 NTS: D-94-J/82-I-6	1	7	0	12.2	MFC Energy (	Proprietary	3D Outline	12/15/2010	Vibroseis	11100	Section - will make print available	SE108307
									1,142.78								

3D Partner

Line_Number	Line_Id	Group_	Prospect_Name	Start_Location	End_Location	First_	Last_	Area_3D	Operator	Ownershi	MFC%	Survey_Type	Date_Shot	Obtain_Method	Energy_Sour	Fold	AFE NUMBER	NOTE
Beaton 2005 3D	PART/NONOP	STY	BEATON	DLS: 33-086-02W6 NTS: B-1-C/84-D-9	DLS: 12-087-03W6 NTS: B-36-C/84-D-9	1	12	10.3	TriOil Resources Ltd.	Partner	50%	3D Outline	11/01/2005	Shot with Partne	Dynamite	1800	A01153	
BRAZEAU-3D	PART/NONOP	STY	BRAZEAU	DLS: 11-048-12W5 NTS: A-63-G/83-G-4	DLS: 21-048-12W5 NTS: C-85-G/83-G-4	1	9	5.02	NuVista Energy Ltd.	Partner	10%	3D Outline	01/01/1997	Shot with Partne	Dynamite		97001	
CH-99-1/2 3D	PART/NONOP	CMT	CHESTERMERE 99 1/2 3D	DLS: 20-021-26W4 NTS: A-67-A/82-I-13	DLS: 05-023-27W4 NTS: B-19-J/82-I-13	1	21	71.29	ENCANA	Partner	50%	3D Outline	06/01/1999	Shot - 100%	Vibroseis	5800	Footnote A	
CHESTERMERE 3D	PART/OP	HOR	CHESTERMERE 3D	DLS: 11-023-28W4 NTS: A-46-K/82-I-13	DLS: 04-024-28W4 NTS: A-20-C/82-P-4	1	17	31.61	MFC Energy Corporatin (Canada)	Partner	63.88%	3D Outline	01/05/1998	Shot with Partne	Vibroseis		9981014	
David 3D	PART/NONOP	COP	David	DLS: 26-040-03W4 NTS: B-77-K/73-D-8	DLS: 03-041-03W4 NTS: A-100-K/73-D-8	1	6	3.42	Lightstream Resources Ltd.	Partner	4.05%	3D Outline	03/01/1993	Shot with Partne	Dynamite		93R02G	
Donnelly Corner 3D	PART/NONOP	STY	DONNELLY	DLS: 36-076-22W5 NTS: C-51-F/83-N-11	DLS: 10-077-22W5 NTS: D-86-F/83-N-11	1	11	10	Wild Horse Energy	Partner	49.50%	3D Outline		Shot with Partner			2002-103	
F-95-3D1	PART/OP	CMT	FARROW(GLADY) 3D	DLS: 15-020-27W4 NTS: D-23-J/82-I-12	DLS: 19-020-27W4 NTS: C-59-J/82-I-12	1	5	17.19	MFC Energy Corporatin (Canada)	Partner	34%	3D Outline	04/01/1994	Shot with Partne	Dynamite		9502-1	
GH-00-3D1	PART/NONOP	CMT	GHOSTPINE 3D	DLS: 14-030-22W4 NTS: A-71-A/82-P-11	DLS: 25-030-23W4 NTS: C-8-H/82-P-11	1	19	24.12	Conocophilips Canada	Partner	5.66%	3D Outline	01/02/2000	Shot with Partne	Dynamite		20025	
HALKIRK 3D	PART/NONOP	COP	Halkirk	DLS: 20-038-16W4 NTS: A-42-C/83-A-8	DLS: 06-039-16W4 NTS: B-84-C/83-A-8	1	5	8.41	Husky Oil	Partner	17.85%	3D Outline	06/01/1993	Shot with Partner		2400	CS29022	
MEEKWAP 3D	PART/NONOP	JMH	MEEKWAP 3D	DLS: 10-066-15W5 NTS: B-45-J/83-K-9	DLS: 36-066-16W5 NTS: A-4-C/83-K-16	1	41	36.24	Conocophilips Canada	Partner	4.00%	3D Outline	03/01/1994	Shot with Partne	Vibroseis		73120	
Nipisi 3D V3	PART/NONOP	STY	NIPISI	DLS: 01-078-09W5 NTS: B-90-J/83-O-11	DLS: 21-078-09W5 NTS: B-26-C/83-O-14	1	11	16.33	Steppe Petroleum Inc.	Partner	50%	3D Outline	02/01/2006	Shot with Partne	Dynamite	2000	A00611	
RAINBOW EAST 3D	PART/OP	JMH	RAINBOW EAST 3D	DLS: 19-109-04W6 NTS: D-73-J/84-L-7	DLS: 01-110-05W6 NTS: C-26-B/84-L-10	1	6	10.61	MFC Energy Corporatin (Canada)	Partner	62.50%	3D Outline	03/01/1988	Shot with Partne	Dynamite	3000	91X-8601-00	
Rainbow XPool 3D	PART/NONOP	JMH	Rainbow East	DLS: 01-110-05W6 NTS: C-24-B/84-L-10	DLS: 10-110-05W6 NTS: B-40-B/84-L-10	1	6	9.73	Imperial Oil Resources Limited	Partner	8%	3D Outline	01/12/1984	Shot with Partne	Dynamite	12	91Y-5621-00 & G0009	data incomplete
RUMSEY 3D	PART/NONOP	COP	RUMSEY	DLS: 25-034-21W4 NTS: B-49-K/82-P-15	DLS: 02-035-21W4 NTS: C-62-L/82-P-15	1	6	5.23	Conocophilips Canada	Partner	16.66%	3D Outline	06/01/1988	Shot with Partne	Dynamite		78134	
S-97-3D1	PART/NONOP	CMT	PARKLAND	DLS: 31-015-26W4 NTS: C-55-A/82-I-5	DLS: 07-016-27W4 NTS: B-96-B/82-I-5	1	10	63.06	ExxonMobli Canada Resources Comp	Partner	40%	3D Outline	06/01/1997	Shot with Partne	Dynamite		970401	
S-98-3D3	PART/NONOP	CMT	SILVER 98 3D	DLS: 11-017-27W4 NTS: B-100-H/82-I-5	DLS: 21-017-27W4 NTS: D-34-J/82-I-5	1	7	13.45	TAQA North Ltd.	Partner	50%	3D Outline	01/12/1998	Shot with Partne	Vibroseis		28033	
Spectrum IIA3D	PART/OP	JMH	SPECTRUM IIA	DLS: 13-108-07W6 NTS: B-51-H/84-L-6	DLS: 23-108-07W6 NTS: A-74-H/84-L-6	1	6	3.03	MFC Energy Corporatin (Canada)	Partner	50%	3D Outline	01/02/1989	Shot with Partne	Dynamite	6000	Excal #688	
ST-2000-3D	PART/OP	CMT	STONEY 3D	DLS: 12-026-07W5 NTS: C-49-K/82-O-2	DLS: 08-027-07W5 NTS: A-57-D/82-O-7	1	47	65.93	MFC Energy Corporatin (Canada)	Partner	70%	3D Outline	06/01/2000	Shot with Partne	Dynamite		20015	
SWA-2001-3D1	PART/OP	CMT	HIGH RIVER 3D	DLS: 01-017-29W4 NTS: A-89-F/82-I-5	DLS: 29-018-29W4 NTS: D-67-D/82-I-12	1	9	152.37	MFC Energy Corporatin (Canada)	Partner	50%	3D Outline	06/01/2001	Shot with Partne	Vibroseis		21004	
SWA-2001-3D2	PART/NONOP	CMT	S.W. ALBERTA (LONG COU	DLS: 18-016-21W4 NTS: D-2-E/82-I-7	DLS: 26-016-22W4 NTS: B-45-E/82-I-7	1	9	9.29	DEVON CANADA	Partner	10.20%	3D Outline	06/01/2001	Shot with Partne	Dynamite		21022	
SWA-2001-3D3	PART/NONOP	CMT	TSUU TINA	DLS: 04-023-03W5 NTS: A-30-K/82-J-16	DLS: 21-023-04W5 NTS: A-71-I/82-J-15	1	5	50.24	Young West Resources	Partner	10%	3D Outline	10/11/1994	Others	Vibroseis		Footnote B	
SWA-2002-3D2	PART/OP	CMT	HIGH RIVER WEST 3D	DLS: 07-019-28W4 NTS: B-29-F/82-I-12	DLS: 17-019-29W4 NTS: D-39-E/82-I-12	1	13	24.4	MFC Energy Corporatin (Canada)	Partner	70%	3D Outline	06/01/2002	Shot with Partne	Vibroseis		SE0101037	
SWA-2002-3D4	PART/OP	CMT	QUEENSTOWN	DLS: 35-018-22W4 NTS: B-85-D/82-I-10	DLS: 18-019-22W4 NTS: C-23-H/82-I-11	1	17	28.67	MFC Energy Corporatin (Canada)	Partner	87.50%	3D Outline	06/01/2002	Shot with Partne	Dynamite	4000	SE02401	
SWA-PARKWEST-2004-3D	PART/NONOP	CMT	PARKWEST	DLS: 33-014-27W4 NTS: B-61-J/82-I-4	DLS: 27-015-28W4 NTS: A-52-C/82-I-5	1	102	106.93	Conocophilips Canada	Partner	70%	3D Outline	06/01/2004	Shot with Partne	Dynamite		SE04303	
V-99-1-3D	PART/NONOP	CMT	VULCAN 99 3D1	DLS: 31-016-24W4 NTS: B-73-F/82-I-6	DLS: 26-017-25W4 NTS: B-67-K/82-I-6	1	9	38.97	Conocophilips Canada	Partner	50%	3D Outline	06/01/1999	Shot with Partne	Dynamite	4600	29011	
Westerose S 3D1	PART/NONOP	JMH	WESTEROSE SOUTH	DLS: 03-44-01W5	DLS: 33-44-01W5			14.71	Conocophilips Canada	Partner	1%	3D Outline	01/10/1992	Shot with Partne	Dynamite		70075	
E RAINBOW III 3D	PART/OP 8441	JMH	EAST RAINBOW	DLS: 33-108-05W6 NTS: A-12-K/84-L-7	DLS: 18-109-05W6 NTS: C-57-K/84-L-7			15.17	MFC Energy Corporatin (Canada)	Partner	50%	3D Outline	01/01/1989	Shot with Partne	Dynamite	3000	Excal #689	
EAST RAINBOW II	PART/OP 2044	JMH	EAST RAINBOW	DLS: 18-109-04W6 NTS: C-53-J/84-L-7	DLS: 26-109-05W6 NTS: C-86-J/84-L-7			5.96	MFC Energy Corporatin (Canada)	Partner	62.50%	3D Outline	06/01/1989	Shot with Partne	Vibroseis	3000	715	
FENN 3D	PART/NONOP 34	COP	FENN	DLS: 01-036-21W4 NTS: A-81-D/83-A-2	DLS: 15-036-21W4 NTS: D-4-E/83-A-2			5.65	Western Decalta	Partner	6.25	3D Outline	06/01/1984	Shot with Partne	Vibroseis		A14103	
								857.33										
Footnotes																		
A	29046/29045/29045-R1-Compton sold 50% of the operating rights to ENCANA Corporation																	
B	21023 - Compton purchased 10% proprietary interest in 3D																	

2D - Proprietary

Line_Number	Line_Id	Group_Id	Prospect_Name	Prov_State	Start_Location	End_Location	First_SP	Last_SP	Line_Length	Ownership_	ey_Type	Date_Shot	nergy_Source	Fold	Unavai	AFE NUMBER
27	OP/JMH 585	DRJ	BIGORAY	Alberta	DLS: 28-051-09W5 NTS: C-2-K/83-G-6	DLS: 23-051-10W5 NTS: D-9-K/83-G-6	101	181	5.36	Proprietary	2D	06/01/1978	Dynamite	1200	Stack	91W-6035-6
28	OP/JMH 584	DRJ	BIGORAY	Alberta	DLS: 24-051-09W5 NTS: C-96-G/83-G-6	DLS: 23-051-10W5 NTS: B-9-K/83-G-6	127	287	10.73	Proprietary	2D	06/01/1978	Dynamite	1200		91W-6035-6
29	OP/JMH 580	DRJ	BIGORAY	Alberta	DLS: 15-051-09W5 NTS: D-80-G/83-G-6	DLS: 14-051-10W5 NTS: D-80-F/83-G-6	101	223	8.15	Proprietary	2D	06/01/1978	Dynamite	1200		91W-6035-6
32	OP/JMH 597	DRJ	BIGORAY	Alberta	DLS: 04-051-08W5 NTS: D-60-H/83-G-6	DLS: 04-051-09W5 NTS: D-51-F/83-G-6	101	241	9.38	Proprietary	2D	06/01/1978	Dynamite	1200		91W-6035-6
34	OP/JMH 588	DRJ	BIGORAY	Alberta	DLS: 34-050-09W5 NTS: D-29-G/83-G-6	DLS: 31-050-09W5 NTS: A-35-F/83-G-6	101	176	5.03	Proprietary	2D	06/01/1978	Dynamite	1200	Stack	91W-6035-6
35	OP/JMH 577	DRJ	BIGORAY	Alberta	DLS: 26-050-09W5 NTS: B-27-G/83-G-6	DLS: 30-050-09W5 NTS: B-24-F/83-G-6	101	189	5.9	Proprietary	2D	06/01/1978	Dynamite	1200	Stack	91W-6035-6
37	OP/JMH 578	DRJ	BIGORAY	Alberta	DLS: 20-050-08W5 NTS: B-1-G/83-G-6	DLS: 22-050-09W5 NTS: B-9-G/83-G-6	101	198	6.5	Proprietary	2D	06/01/1978	Dynamite	1200	Stack	91W-6035-6
39	OP/JMH 579	DRJ	BIGORAY	Alberta	DLS: 31-051-09W5 NTS: B-45-K/83-G-6	DLS: 06-051-09W5 NTS: B-55-F/83-G-6	101	228	8.51	Proprietary	2D	06/01/1978	Dynamite	1200	Stack	91W-6035-6
40	OP/JMH 583	DRJ	BIGORAY	Alberta	DLS: 33-051-09W5 NTS: C-31-K/83-G-6	DLS: 04-051-09W5 NTS: B-41-F/83-G-6	101	227	8.45	Proprietary	2D	06/01/1978	Dynamite	12		91W-6035-6
41	OP/JMH 581	DRJ	BIGORAY	Alberta	DLS: 14-051-09W5 NTS: B-88-G/83-G-6	DLS: 27-050-09W5 NTS: B-28-G/83-G-6	101	183	5.5	Proprietary	2D	06/01/1978	Dynamite	12		91W-6035-6
43	OP/JMH 573	DRJ	BIGORAY	Alberta	DLS: 32-050-08W5 NTS: D-32-G/83-G-6	DLS: 20-050-08W5 NTS: D-92-B/83-G-6	101	161	4.02	Proprietary	2D	06/01/1978	Dynamite	12	Stack	91W-6035-6
SWA-2004-001	OP/CMT 10795	CMT	BRANT	Alberta	DLS: 10-019-26W4 NTS: A-22-H/82-I-12	DLS: 04-019-26W4 NTS: C-85-A/82-I-12	101	329	4.56	Proprietary	2D	06/01/2004	Weight Drop	11400		SE04908
SWA-2004-002	OP/CMT 10796	CMT	BRANT	Alberta	DLS: 02-019-26W4 NTS: A-100-D/82-I-11	DLS: 06-019-26W4 NTS: A-99-A/82-I-12	101	508	8.14	Proprietary	2D	06/01/2004	Weight Drop	20400		SE04908
SWA-2004-003	OP/CMT 10797	CMT	BRANT	Alberta	DLS: 03-019-26W4 NTS: C-83-A/82-I-12	DLS: 18-019-26W4 NTS: D-39-H/82-I-12	101	444	6.86	Proprietary	2D	06/01/2004	Weight Drop	17200		SE04908
SWA-2004-004	OP/CMT 10824	CMT	BRANT	Alberta	DLS: 02-019-26W4 NTS: D-90-D/82-I-11	DLS: 10-019-26W4 NTS: B-23-H/82-I-12	101	329	4.56	Proprietary	2D	06/01/2004	Weight Drop	11400		SE04908
SWA-2004-005	OP/CMT 10825	CMT	BRANT	Alberta	DLS: 08-019-26W4 NTS: B-25-H/82-I-12	DLS: 06-019-26W4 NTS: D-89-A/82-I-12	101	328	4.54	Proprietary	2D	06/01/2004	Weight Drop	11400		SE04908
SWA-2005-001	OP/CMT 10926	CMT	BRANT	Alberta	DLS: 08-018-23W4 NTS: B-11-B/82-I-11	DLS: 12-018-25W4 NTS: A-15-C/82-I-11	101	701	12	Proprietary	2D	01/06/2005	Vibroseis	3750		SE05140
SWA-2005-002	OP/CMT 10928	CMT	BRANT	Alberta	DLS: 08-018-23W4 NTS: C-1-B/82-I-11	DLS: 12-018-25W4 NTS: D-5-C/82-I-11	101	701	12	Proprietary	2D	06/01/2005	Vibroseis	3750		SE05140
SWA-2005-003	OP/CMT 10867	CMT	BRANT	Alberta	DLS: 18-018-23W4 NTS: A-23-B/82-I-11	DLS: 30-017-23W4 NTS: D-53-J/82-I-6	101	385	5.68	Proprietary	2D	06/01/2005	Dynamite	3750		SE05140
SWA-2005-004	OP/CMT 10927	CMT	BRANT	Alberta	DLS: 17-018-24W4 NTS: A-22-C/82-I-11	DLS: 32-017-24W4 NTS: D-72-K/82-I-6	101	305	4.08	Proprietary	2D	06/01/2005	Vibroseis	3800		SE05140
SWA-2005-007	OP/CMT 10929	CMT	BRANT	Alberta	DLS: 06-021-27W4 NTS: B-19-B/82-I-13	DLS: 18-020-27W4 NTS: B-49-J/82-I-12	121	445	6.47	Proprietary	2D	06/01/2005	Vibroseis	3800		SE05140
SWA-2005-101	OP/CMT 10915	CMT	BRANT	Alberta	DLS: 12-018-26W4 NTS: D-96-L/82-I-6	DLS: 33-017-26W4 NTS: C-61-I/82-I-5	101	401	6	Proprietary	2D	06/01/2005	Vibroseis	3750		SE05279
SWA-2005-102	OP/CMT 10916	CMT	BRANT	Alberta	DLS: 23-018-26W4 NTS: D-38-D/82-I-11	DLS: 02-018-26W4 NTS: B-88-L/82-I-6	101	363	5.24	Proprietary	2D	06/01/2005	Vibroseis	3750		SE05279
SWA-2005-103	OP/CMT 10917	CMT	BRANT	Alberta	DLS: 14-018-27W4 NTS: A-40-A/82-I-12	DLS: 32-018-27W4 NTS: B-74-B/82-I-12	100	372	5.44	Proprietary	2D	06/01/2005	Vibroseis	3750		SE05279
SWA-2005-104	OP/CMT 10918	CMT	BRANT	Alberta	DLS: 05-019-26W4 NTS: C-86-A/82-I-12	DLS: 08-018-27W4 NTS: D-5-B/82-I-12	101	637	10.72	Proprietary	2D	06/01/2005	Vibroseis	3750		SE05279
SWA-2005-105	OP/CMT 10919	CMT	BRANT	Alberta	DLS: 03-019-27W4 NTS: C-84-B/82-I-12	DLS: 34-019-28W4 NTS: C-74-F/82-I-12	101	717	12.32	Proprietary	2D	06/01/2005	Vibroseis	3750		SE05279
SWA-2005-106	OP/CMT 10920	CMT	BRANT	Alberta	DLS: 19-019-27W4 NTS: A-50-G/82-I-12	DLS: 06-019-27W4 NTS: D-90-B/82-I-12	101	361	5.2	Proprietary	2D	06/01/2005	Vibroseis	3750		SE05279
SWA-2005-107	OP/CMT 10921	CMT	BRANT	Alberta	DLS: 36-019-28W4 NTS: D-71-F/82-I-12	DLS: 35-018-28W4 NTS: A-81-C/82-I-12	101	549	8.96	Proprietary	2D	06/01/2005	Vibroseis	3750		SE05279
SWA-2001-201	OP/CMT 8555	CMT	BRANT 2001-1	Alberta	DLS: 34-017-25W4 NTS: C-78-K/82-I-6	DLS: 36-017-26W4 NTS: C-76-L/82-I-6	101	467	7.32	Proprietary	2D	06/01/2001	Dynamite	6000		21020
C-99-1	OP/CMT 3376	CMT	CHESTERMERE 9	Alberta	DLS: 33-021-28W4 NTS: A-6-F/82-I-13	DLS: 31-021-28W4 NTS: B-1-E/82-I-13	105	417	4.68	Proprietary	2D	06/01/1999	Vibroseis	3000		29047
COW05-1	OP/WIN 16327	WIN	COWLEY 2D	Alberta	DLS: 18-008-01W5 NTS: C-71-G/82-G-9	DLS: 16-008-02W5 NTS: C-77-G/82-G-9	391	761	5.53	Proprietary	2D	10/01/2005	Vibroseis	2450		80055
COW05-2	OP/WIN 16328	WIN	COWLEY 2D	Alberta	DLS: 04-008-01W5 NTS: A-47-H/82-G-9	DLS: 04-008-02W5 NTS: A-48-G/82-G-9	97	751	9.77	Proprietary	2D	10/01/2005	Vibroseis	2450		80055
COW05-5	OP/WIN 16329	WIN	COWLEY 2D	Alberta	DLS: 24-008-02W5 NTS: B-92-G/82-G-9	DLS: 20-008-02W5 NTS: B-99-G/82-G-9	401	836	6.51	Proprietary	2D	10/01/2005	Vibroseis	2450		80055
COW05-6	OP/WIN 16330	WIN	COWLEY 2D	Alberta	DLS: 07-008-01W5 NTS: D-51-G/82-G-9	DLS: 09-008-02W5 NTS: A-68-G/82-G-9	401	823	6.32	Proprietary	2D	10/01/2005	Vibroseis	2450		80055
SWA-2007-100	OP/CMT 11276	CMT	EASTMONT 2D	Alberta	DLS: 30-013-28W4 NTS: C-45-F/82-I-4	DLS: 18-013-28W4 NTS: B-95-C/82-I-4	129	453	4.85	Proprietary	2D	01/01/2007	Dynamite	1800		SE07162
SWA-2007-101	OP/CMT 11277	CMT	EASTMONT 2D	Alberta	DLS: 29-013-28W4 NTS: B-43-F/82-I-4	DLS: 08-013-28W4 NTS: B-93-C/82-I-4	101	425	4.85	Proprietary	2D	01/01/2007	Dynamite	3300		SE07162
SWA-2007-102	OP/CMT 11278	CMT	EASTMONT 2D	Alberta	DLS: 28-013-28W4 NTS: A-42-F/82-I-4	DLS: 09-013-28W4 NTS: A-92-C/82-I-4	101	405	4.56	Proprietary	2D	01/01/2007	Dynamite	3300		SE07162
SWA-2007-104	OP/CMT 11279	CMT	EASTMONT 2D	Alberta	DLS: 22-013-28W4 NTS: A-30-G/82-I-4	DLS: 19-013-28W4 NTS: B-26-F/82-I-4	101	501	5.98	Proprietary	2D	01/01/2007	Dynamite	2200		SE07162
F-96-01	OP/CMT 2687	CMT	FARROW	Alberta	DLS: 07-021-27W4 NTS: B-28-B/82-I-13	DLS: 28-020-27W4 NTS: C-76-J/82-I-12	417	101	4.74	Proprietary	2D	06/01/1996	Dynamite	3000		961007
F-97-100	OP/CMT 2840	CMT	FARROW	Alberta	DLS: 35-019-26W4 NTS: C-80-E/82-I-11	DLS: 30-019-26W4 NTS: A-69-H/82-I-12	101	606	7.58	Proprietary	2D	06/01/1997	Vibroseis	3000		971008
F-97-101	OP/CMT 2841	CMT	FARROW	Alberta	DLS: 10-020-26W4 NTS: D-12-I/82-I-12	DLS: 19-019-26W4 NTS: A-48-H/82-I-12	101	681	8.73	Proprietary	2D	06/01/1997	Vibroseis	3000		971008
F-97-102	OP/CMT 2842	CMT	FARROW	Alberta	DLS: 26-019-26W4 NTS: A-71-H/82-I-12	DLS: 09-020-26W4 NTS: B-25-I/82-I-12	101	501	6	Proprietary	2D	06/01/1997	Vibroseis	3000		971008
F-97-103	OP/CMT 2843	CMT	FARROW	Alberta	DLS: 19-021-26W4 NTS: A-58-A/82-I-13	DLS: 07-021-26W4 NTS: A-18-A/82-I-13	101	336	3.52	Proprietary	2D	06/01/1997	Vibroseis	1500		971101
F-97-104	OP/CMT 2844	CMT	FARROW	Alberta	DLS: 15-021-26W4 NTS: C-43-A/82-I-13	DLS: 13-021-27W4 NTS: B-40-A/82-I-13	98	506	6.12	Proprietary	2D	06/01/1997	Vibroseis	1500		971101
F-97-105	OP/CMT 2845	CMT	FARROW	Alberta	DLS: 23-021-27W4 NTS: D-52-B/82-I-13	DLS: 11-021-27W4 NTS: D-12-B/82-I-13	101	351	3.81	Proprietary	2D	06/01/1997	Vibroseis	1500		971101
F-97-108	OP/CMT 2846	CMT	FARROW	Alberta	DLS: 13-018-26W4 NTS: B-37-D/82-I-11	DLS: 31-017-25W4 NTS: C-75-L/82-I-6	481	101	5.7	Proprietary	2D	06/01/1997	Vibroseis	1500		971102
F-97-109	OP/CMT 2847	CMT	FARROW	Alberta	DLS: 02-018-26W4 NTS: C-88-L/82-I-6	DLS: 18-018-25W4 NTS: A-25-D/82-I-11	451	141	4.65	Proprietary	2D	06/01/1997	Vibroseis	1500		971102
F-97-115	OP/CMT 2848	CMT	FARROW	Alberta	DLS: 34-019-29W4 NTS: D-77-E/82-I-12	DLS: 36-019-01W5 NTS: C-72-H/82-J-9	101	360	5.17	Proprietary	2D	06/01/1997	Vibroseis	1500		971114
F-97-116	OP/CMT 2849	CMT	FARROW	Alberta	DLS: 02-020-29W4 NTS: D-94-E/82-I-12	DLS: 03-020-01W5 NTS: B-5-I/82-J-9	101	617	10.3	Proprietary	2D	06/01/1997	Vibroseis	1500		971114
F-97-117	OP/CMT 2850	CMT	FARROW	Alberta	DLS: 18-020-29W4 NTS: A-31-I/82-J-9	DLS: 30-019-29W4 NTS: D-61-H/82-J-9	101	425	6.46	Proprietary	2D	06/01/1997	Vibroseis	1500		971114
F-97-118	OP/CMT 2851	CMT	FARROW	Alberta	DLS: 28-019-29W4 NTS: C-57-E/82-I-12	DLS: 26-019-01W5 NTS: C-54-H/82-J-9	101	401	5.96	Proprietary	2D	06/01/1997	Vibroseis	2000		971114
F-98-101	OP/CMT 3224	CMT	FARROW	Alberta	DLS: 36-021-27W4 NTS: A-9-H/82-I-13	DLS: 26-021-27W4 NTS: C-71-B/82-I-13	101	290	2.84	Proprietary	2D	06/01/1998	Vibroseis	4000		28022
F-98-102	OP/CMT 3225	CMT	FARROW	Alberta	DLS: 31-021-26W4 NTS: C-98-A/82-I-13	DLS: 24-021-27W4 NTS: D-61-B/82-I-13	101	344	3.64	Proprietary	2D	06/01/1998	Vibroseis	4000		28022
F-98-103	OP/CMT 3226	CMT	FARROW	Alberta	DLS: 30-021-26W4 NTS: C-78-A/82-I-13	DLS: 26-021-27W4 NTS: C-71-B/82-I-13	101	263	2.43	Proprietary	2D	06/01/1998	Vibroseis	4000		28022
F-99-102	OP/CMT 3338	CMT	FARROW	Alberta	DLS: 09-020-01W5 NTS: D-18-I/82-J-9	DLS: 11-020-01W5 NTS: C-12-I/82-J-9	426	101	4.88	Proprietary	2D	06/01/1999	Vibroseis	2500		29005
F-99-103	OP/CMT 3339	CMT	FARROW	Alberta	DLS: 08-020-29W4 NTS: B-29-L/82-I-12	DLS: 35-019-01W5 NTS: D-74-H/82-J-9	101	466	5.48	Proprietary	2D	06/01/1999	Vibroseis	2500		29005
F-99-104	OP/CMT 3336	CMT	FARROW	Alberta	DLS: 17-019-29W4 NTS: C-39-E/82-I-12	DLS: 14-019-01W5 NTS: B-33-H/82-J-9	101	351	3.74	Proprietary	2D	06/01/1999	Vibroseis	2500		29005
F-99-105	OP/CMT 3337	CMT	FARROW	Alberta	DLS: 01-019-01W5 NTS: D-91-A/82-J-9	DLS: 24-019-01W5 NTS: D-52-H/82-J-9	101	456	5.32	Proprietary	2D	06/01/1999	Vibroseis	2500		29005
F-99-106	OP/CMT 3340	CMT	FARROW	Alberta	DLS: 17-019-29W4 NTS: B-39-E/82-I-12	DLS: 14-019-01W5 NTS: D-24-H/82-J-9	106	366	3.9	Proprietary	2D	06/01/1999	Vibroseis	2500		29005
F-99-702	OP/CMT 3410	CMT	FARROW	Alberta	DLS: 10-019-27W4 NTS: A-13-G/82-I-12	DLS: 08-019-28W4 NTS: B-18-F/82-I-12	101	1021	13.83	Proprietary	2D	06/01/1999	Vibroseis	4000		29036
SWA-2004-901	OP/CMT 10833	CMT	GLADYS 2D	Alberta	DLS: 14-020-26W4 NTS: A-40-L/82-I-11	DLS: 16-020-26W4 NTS: B-34-I/82-I-12	101	305	4.08	Proprietary	2D	06/01/2004	Vibroseis	2600		SE04969
SWA-2004-902	OP/CMT 10834	CMT	GLADYS 2D	Alberta	DLS: 19-018-27W4 NTS: D-37-B/82-I-12	DLS: 31-017-27W4 NTS: D-77-J/82-I-5	101	377	5.65	Proprietary	2D	06/01/2004	Vibroseis	3750		SE04969
SWA-2004-903	OP/CMT 10835	CMT	GLADYS 2D	Alberta	DLS: 03-019-27W4 NTS: B-94-B/82-I-12	DLS: 32-017-27W4 NTS: C-74-J/82-I-5	101	629	10.56	Proprietary	2D	06/01/2004	Vibroseis	3750		SE04969
SWA-2004-904	OP/CMT 10836	CMT	GLADYS 2D	Alberta	DLS: 03-019-27W4 NTS: A-93-B/82-I-12	DLS: 04-018-27W4 NTS: A-93-J/82-I-5	101	549	8.98	Proprietary	2D	06/01/2004	Vibroseis	3750		SE04969
SWA-2004-905	OP/CMT 10837	CMT	GLADYS 2D	Alberta	DLS: 22-018-26W4 NTS: C-40-D/82-I-11	DLS: 27-017-26W4 NTS: C-60-L/82-I-6	101	469	7.36	Proprietary	2D	06/01/2004	Vibroseis	3750		SE04969
SWA-2004-906	OP/CMT 10838	CMT	GLADYS 2D	Alberta	DLS: 03-017-26W4 NTS: B-99-E/82-I-6	DLS: 16-017-26W4 NTS: A-23-I/82-I-5	205	413	4.16	Proprietary	2D	06/01/2004	Dynamite	2600		SE05140
SWA-2004-907	OP/CMT 10839	CMT	GLADYS 2D	Alberta	DLS: 10-017-26W4 NTS: C-9-L/82-I-6	DLS: 04-017-26W4 NTS: C-72-H/82-I-5	325	521	3.92	Proprietary	2D	06/01/2004	Dynamite	2450		SE05140
SWA-2004-908	OP/CMT 10840	CMT	GLADYS 2D	Alberta	DLS: 15-018-28W4 NTS: B-22-C/82-I-12	DLS: 27-017-28W4 NTS: C-52-K/82-I-5	101	393	5.84	Proprietary	2D	06/01/2004	Vibroseis	3700		SE05140
SWA-2005-301	OP/CMT 11156	CMT	HARTEL	Alberta	DLS: 12-020-01W5 NTS: C-1-I/82-J-9	DLS: 09-020-01W5 NTS: C-7-I/82-J-9	101	493	4.88	Proprietary	2D	06/01/2005	Vibroseis	4912		SE051278
SWA-2005-303	OP/CMT 11157	CMT	HARTEL	Alberta	DLS: 36-019-01W5 NTS: A-81-H/82-J-9	DLS: 33-019-01W5 NTS: A-88-H/82-J-9	101	625	6.71	Proprietary	2D	06/01/2005	Vibroseis	5762		SE051278
SWA-2005-304	OP/CMT 11158	CMT	HARTEL	Alberta	DLS: 26-019-01W5 NTS: B-73-H/82-J-9	DLS: 28-019-01W5 NTS: B-77-H/82-J-9	101	361	3.24	Proprietary	2D	06/01/2005	Vibroseis	5762		SE051278
SWA-2005-305	OP/CMT 11159	CMT	HARTEL	Alberta	DLS: 24-019-01W5 NTS: B-51-H/82-J-9	DLS: 21-019-01W5 NTS: A-58-H/82-J-9	101	561	5.71	Proprietary	2D	06/01/2005	Vibroseis	5762		SE051278
SWA-2005-306	OP/CMT 11160	CMT	HARTEL	Alberta	DLS: 14-019-01W5 NTS: D-23-H/82-J-9	DLS: 16-019-01W5 NTS: D-28-H/82-J-9	101	477	4.7	Proprietary	2D	06/01/2005	Vibroseis	5762		SE051278
SWA-2005-307	OP/CMT 11161	CMT	HARTEL	Alberta	DLS: 07-019-29W4 NTS: D-11-H/82-J-9	DLS: 08-019-01W5 NTS: D-20-H/82-J-9	101	753	8.14	Proprietary	2D	06/01/2005	Vibroseis	5762		SE051278
SWA-2005-308	OP/CMT 11175	CMT	HARTEL	Alberta	DLS: 02-019-01W5 NTS: C-92-A/82-J-9	DLS: 06-019-01W5 NTS: D-92-B/82-J-9	101	753	8.13	Proprietary	2D	06/01/2005	Vibroseis	5762		SE051278
SWA-2005-315	OP/CMT 11162	CMT	HARTEL	Alberta	DLS: 01-019-01W5 NTS: D-81-A/82-J-9	DLS: 32-018-01W5 NTS: A-80-A/82-J-9	101	753	8.15	Proprietary	2D	06/01/2005	Vibroseis	5762		SE051278
SWA-2005-316	OP/CMT 11163	CMT	HARTEL	Alberta	DLS: 35-018-01W5 NTS: A-73-A/82-J-9	DLS: 29-018-01W5 NTS: A-70-A/82-J-9	109	621	6.4	Proprietary	2D	06/01/2005	Vibroseis	5762		SE051278
SWA-2005-321	OP/CMT 11172	CMT	HARTEL	Alberta	DLS: 17-020-01W5 NTS: A-50-I/82-J-9	DLS: 20-018-01W5 NTS: A-40-A/82-J-9	101	1657	19.42	Proprietary	2D	06/01/2005	Vibroseis	5762		SE051278
SWA-2005-322	OP/CMT 11173	CMT	HARTEL	Alberta	DLS: 22-019-01W5 NTS: C-56-H/82-J-9	DLS: 03-018-01W5 NTS: B-86-I/82-J-8	101	1397	16.17	Proprietary	2D	06/01/2005	Vibroseis	5762		SE051278
SWA-2005-323	OP/CMT 11174	CMT	HARTEL	Alberta	DLS: 36-019-01W5 NTS: B-82-H/82-J-9	DLS: 01-018-01W5 NTS: B-82-I/82-J-8	415	1921	18.79	Proprietary	2D	06/01/2005	Vibroseis	5762		SE051278
SWA-2005-325	OP/CMT 11164	CMT	HARTEL	Alberta	DLS: 24-019-01W5 NTS: A-41-H/82-J-9	DLS: 21-019-01W5 NTS: A-48-H/82-J-9	101	621	6.48	Proprietary	2D	06/01/2005	Vibroseis	5762		SE051278

Line_Number	Line_Id	Group_Id	Prospect_Name	Prov_State	Start_Location	End_Location	First_SP	Last_SP	Line_Length	Ownership_	ey_Type	Date_Shot	nergy_Source	Fold	Unavai	AFE NUMBER
SWA-2011-01	OP/CMT 19724	CMT	HERRON 2011-1 2	Alberta	DLS: 24-019-24W4	DLS: 12-019-24W4	101	263	2.43	Proprietary	2D	09/02/2011	Dynamite	2000		SE110241
SWA-2011-0102	OP/CMT 19738	CMT	HERRON 2011-1 2	Alberta	DLS: 24-019-24W4	DLS: 12-019-24W4	101	263	2.43	Proprietary	2D	09/02/2011	Dynamite	2000		SE110241
SWA-2011-02	OP/CMT 19723	CMT	HERRON 2011-1 2	Alberta	DLS: 24-019-24W4	DLS: 12-019-24W4	101	283	2.73	Proprietary	2D	09/02/2011	Dynamite	2000		SE110241
IAT1-005	OP/AQU 19149	CMT	High River	Alberta	DLS: 03-018-29W4 NTS: D-94-L/82-I-5	DLS: 15-017-29W4 NTS: C-23-L/82-I-5	101	421	6.41	Proprietary	2D	08/01/2001	Dynamite	4500		n/a-ACQUIRED RIGHTS THROUGH DISPOSITION WITH PENGROWTH
KKI1-001	OP/AQU 19148	CMT	High River	Alberta	DLS: 07-017-28W4 NTS: C-8-K/82-I-5	DLS: 09-017-29W4 NTS: C-5-L/82-I-5	101	427	6.52	Proprietary	2D	07/01/2003	Vibroseis	9000		n/a-ACQUIRED RIGHTS THROUGH DISPOSITION WITH PENGROWTH
SWA-2007-004	OP/CMT 11285	CMT	HOOKER SOUTH	Alberta	DLS: 30-015-28W4 NTS: C-38-C/82-I-5	DLS: 25-015-30W4 NTS: C-40-D/82-I-5	101	973	10.81	Proprietary	2D	07/01/2007	Vibroseis	5200		SE07277
SWA-2007-005	OP/CMT 11302	CMT	HOOKER SOUTH	Alberta	DLS: 04-016-29W4 NTS: A-76-D/82-I-5	DLS: 04-015-29W4 NTS: D-66-L/82-I-4	92	873	9.68	Proprietary	2D	07/01/2007	Vibroseis	3400		SE07277
SWA-2007-007	OP/CMT 11295	CMT	HOOKER SOUTH	Alberta	DLS: 07-015-28W4 NTS: B-98-K/82-I-4	DLS: 08-015-29W4 NTS: D-98-L/82-I-4	101	777	8.46	Proprietary	2D	07/01/2007	Vibroseis	4000		SE07277
SWA-2007-008	OP/CMT 11296	CMT	HOOKER SOUTH	Alberta	DLS: 06-015-28W4 NTS: C-78-K/82-I-4	DLS: 04-015-29W4 NTS: D-74-L/82-I-4	93	509	5.15	Proprietary	2D	07/01/2007	Vibroseis	3300		SE07277
SWA-2007-009	OP/CMT 11297	CMT	HOOKER SOUTH	Alberta	DLS: 17-016-29W4 NTS: D-8-E/82-I-5	DLS: 07-015-29W4 NTS: A-88-L/82-I-4	97	1005	11.32	Proprietary	2D	07/01/2007	Vibroseis	2900		SE07277
SWA-2007-010	OP/CMT 11298	CMT	HOOKER SOUTH	Alberta	DLS: 35-015-29W4 NTS: C-62-D/82-I-5	DLS: 02-015-29W4 NTS: C-62-L/82-I-4	109	893	9.69	Proprietary	2D	07/01/2007	Vibroseis	2300		SE07277
SWA-2007-011	OP/CMT 11299	CMT	HOOKER SOUTH	Alberta	DLS: 31-015-28W4 NTS: B-68-C/82-I-5	DLS: 06-015-28W4 NTS: C-68-K/82-I-4	166	881	8.86	Proprietary	2D	07/01/2007	Vibroseis	4000		SE07277
SWA-2007-012	OP/CMT 11299	CMT	HOOKER SOUTH	Alberta	DLS: 25-016-30W4 NTS: C-60-E/82-I-5	DLS: 18-015-29W4 NTS: B-19-D/82-I-5	101	1193	13.62	Proprietary	2D	07/01/2007	Vibroseis	4000		SE07277
K-97-01	OP/AQU 3232	CMT	KEHO	Alberta	DLS: 25-012-23W4 NTS: C-21-A/82-I-3	DLS: 23-012-23W4 NTS: C-4-A/82-I-3	101	275	3.48	Proprietary	2D	04/01/1997	Dynamite	2400		n/a- Data acquired thru Sterling Land Deal
K-97-02	OP/AQU 3234	CMT	KEHO	Alberta	DLS: 36-012-23W4 NTS: B-42-A/82-I-3	DLS: 13-012-23W4 NTS: C-92-I/82-H-14	101	326	4.5	Proprietary	2D	04/01/1997	Dynamite	2400		n/a- Data acquired thru Sterling Land Deal
K-97-003	OP/AQU 3234	CMT	KEHO LAKE	Alberta	DLS: 36-011-22W4 NTS: D-41-L/82-H-15	DLS: 26-011-22W4 NTS: D-14-L/82-H-15	101	284	3.66	Proprietary	2D	06/01/1997	Dynamite	2400		n/a- Data acquired thru Sterling Land Deal
K-97-004	OP/AQU 3235	CMT	KEHO LAKE	Alberta	DLS: 30-011-21W4 NTS: C-40-K/82-H-15	DLS: 23-011-22W4 NTS: C-3-L/82-H-15	101	293	3.84	Proprietary	2D	06/01/1997	Dynamite	2400		n/a- Data acquired thru Sterling Land Deal
LC98-101	OP/HOR 9237	HOR	LONG COULEE	Alberta	DLS: 15-017-22W4 NTS: B-26-L/82-I-7	DLS: 17-017-22W4 NTS: B-29-L/82-I-7	101	281	2.7	Proprietary	2D	01/10/1998		1500		98-14
SWA-05-LC-10	OP/CMT 11025	CMT	LONG COULEE	Alberta	DLS: 04-015-23W4 NTS: A-89-I/82-I-3	DLS: 29-014-23W4 NTS: A-39-I/82-I-3	102	344	4.84	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-11	OP/CMT 11026	CMT	LONG COULEE	Alberta	DLS: 01-015-23W4 NTS: B-83-I/82-I-3	DLS: 04-015-23W4 NTS: B-90-I/82-I-3	102	408	6.12	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-12	OP/CMT 11027	CMT	LONG COULEE	Alberta	DLS: 31-014-22W4 NTS: B-61-I/82-I-3	DLS: 36-014-24W4 NTS: A-64-J/82-I-3	101	665	11.28	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-13	OP/CMT 11028	CMT	LONG COULEE	Alberta	DLS: 25-014-23W4 NTS: D-43-I/82-I-3	DLS: 30-014-23W4 NTS: D-42-J/82-I-3	101	505	8.08	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-14	OP/CMT 11029	CMT	LONG COULEE	Alberta	DLS: 25-014-23W4 NTS: D-33-I/82-I-3	DLS: 30-014-23W4 NTS: D-32-J/82-I-3	101	505	8.08	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-15	OP/CMT 11030	CMT	LONG COULEE	Alberta	DLS: 23-015-23W4 NTS: D-35-A/82-I-6	DLS: 15-014-23W4 NTS: D-95-H/82-I-3	102	741	12.78	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-16	OP/CMT 11031	CMT	LONG COULEE	Alberta	DLS: 19-015-23W4 NTS: A-32-B/82-I-6	DLS: 22-015-24W4 NTS: B-39-B/82-I-6	101	420	6.38	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-17	OP/CMT 11032	CMT	LONG COULEE	Alberta	DLS: 33-016-23W4 NTS: C-78-H/82-I-6	DLS: 16-016-23W4 NTS: C-8-H/82-I-6	102	424	6.44	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-18	OP/CMT 11033	CMT	LONG COULEE	Alberta	DLS: 26-016-23W4 NTS: B-45-H/82-I-6	DLS: 25-016-24W4 NTS: B-45-G/82-I-6	21	465	8.91	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-2	OP/CMT 11018	CMT	LONG COULEE	Alberta	DLS: 16-016-23W4 NTS: B-18-H/82-I-6	DLS: 13-016-24W4 NTS: B-15-G/82-I-6	102	425	6.46	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-3	OP/CMT 11019	CMT	LONG COULEE	Alberta	DLS: 29-016-23W4 NTS: D-42-G/82-I-6	DLS: 32-015-23W4 NTS: A-52-B/82-I-6	101	525	8.48	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-4	OP/CMT 11020	CMT	LONG COULEE	Alberta	DLS: 29-016-23W4 NTS: A-41-G/82-I-6	DLS: 32-015-23W4 NTS: A-51-B/82-I-6	101	505	8.08	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-6	OP/CMT 11021	CMT	LONG COULEE	Alberta	DLS: 36-016-23W4 NTS: A-74-H/82-I-6	DLS: 32-016-23W4 NTS: A-72-G/82-I-6	141	504	7.27	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-7	OP/CMT 11022	CMT	LONG COULEE	Alberta	DLS: 09-017-23W4 NTS: B-9-I/82-I-6	DLS: 29-016-23W4 NTS: A-52-G/82-I-6	101	359	5.15	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-8	OP/CMT 11023	CMT	LONG COULEE	Alberta	DLS: 20-015-23W4 NTS: A-22-B/82-I-6	DLS: 22-015-24W4 NTS: B-29-B/82-I-6	101	421	6.4	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-05-LC-9	OP/CMT 11024	CMT	LONG COULEE	Alberta	DLS: 09-015-23W4 NTS: A-90-I/82-I-3	DLS: 29-014-23W4 NTS: A-40-I/82-I-3	101	344	4.86	Proprietary	2D	06/01/2006	Vibroseis	3750		SE051097
SWA-LC-001	OP/CMT 10798	CMT	LONG COULEE 2D	Alberta	DLS: 02-016-23W4 NTS: D-85-A/82-I-6	DLS: 04-016-23W4 NTS: C-90-A/82-I-6	101	345	4.88	Proprietary	2D	06/01/2004	Dynamite	3000		SE04516
SWA-LC-002	OP/CMT 10799	CMT	LONG COULEE 2D	Alberta	DLS: 32-015-22W4 NTS: D-61-A/82-I-6	DLS: 32-015-23W4 NTS: D-62-B/82-I-6	101	601	10	Proprietary	2D	06/01/2002	Dynamite	3000		SE04516
SWA-LC-003	OP/CMT 10800	CMT	LONG COULEE 2D	Alberta	DLS: 30-015-22W4 NTS: D-41-A/82-I-6	DLS: 30-015-23W4 NTS: D-44-B/82-I-6	101	669	11.36	Proprietary	2D	06/01/2002	Dynamite	3000		SE04516
H87-201	OP/JMH 87	DRJ	MANYBERRIES	Alberta	DLS: 05-006-05W4 NTS: C-32-J/72-E-7	DLS: 02-006-06W4 NTS: C-37-J/72-E-7	101	285	4.58	Proprietary	2D	06/01/1987	Dynamite	1500		91W-7611-00
H87-202	OP/JMH 90	DRJ	MANYBERRIES	Alberta	DLS: 06-006-05W4 NTS: D-24-J/72-E-7	DLS: 02-006-06W4 NTS: D-28-J/72-E-7	101	257	3.89	Proprietary	2D	06/01/1987	Dynamite	1500		91W-7611-00
H87-203	OP/JMH 88	DRJ	MANYBERRIES	Alberta	DLS: 32-005-05W4 NTS: B-22-J/72-E-7	DLS: 35-005-06W4 NTS: A-27-J/72-E-7	101	277	4.37	Proprietary	2D	06/01/1987	Dynamite	1500		91W-7611-00
H87-204	OP/JMH 89	DRJ	MANYBERRIES	Alberta	DLS: 32-005-05W4 NTS: A-12-J/72-E-7	DLS: 35-005-06W4 NTS: A-17-J/72-E-7	101	281	4.49	Proprietary	2D	06/01/1987	Dynamite	1500		91W-7611-00
SWA-2002-101	OP/CMT 10387	CMT	MEDALLION	Alberta	DLS: 27-019-27W4 NTS: D-63-G/82-I-12	DLS: 27-019-28W4 NTS: C-65-F/82-I-12	1101	1673	11.52	Proprietary	2D	06/01/2002	Dynamite	4500		SE02388
SWA-2002-102	OP/CMT 10388	CMT	MEDALLION	Alberta	DLS: 22-019-27W4 NTS: C-43-G/82-I-12	DLS: 24-019-28W4 NTS: D-42-F/82-I-12	2101	2465	7.28	Proprietary	2D	06/01/2002	Dynamite	4500		SE02388
SWA-2002-103	OP/CMT 10389	CMT	MEDALLION	Alberta	DLS: 06-020-27W4 NTS: C-9-J/82-I-12	DLS: 18-019-27W4 NTS: B-39-G/82-I-12	3101	3445	6.88	Proprietary	2D	06/01/2002	Dynamite	4500		SE02388
SWA-2002-104	OP/CMT 10390	CMT	MEDALLION	Alberta	DLS: 05-020-27W4 NTS: D-8-J/82-I-12	DLS: 17-019-27W4 NTS: A-38-G/82-I-12	4101	4445	6.88	Proprietary	2D	06/01/2002	Dynamite	4500		SE02388
SWA-2002-105	OP/CMT 10391	CMT	MEDALLION	Alberta	DLS: 19-018-26W4 NTS: D-45-A/82-I-12	DLS: 23-019-27W4 NTS: A-43-G/82-I-12	5101	5673	11.44	Proprietary	2D	06/01/2002	Dynamite	4500		SE02388
SWA-ENI02-MED-50	OP/AQU 11107	CMT	MEDALLION	Alberta	DLS: 09-018-23W4 NTS: C-9-A/82-I-11	DLS: 19-018-23W4 NTS: A-43-B/82-I-11	101	377	4.14	Proprietary	2D	10/01/2002	Vibroseis	3000		02S012
SWA-ENI02-MED-51	OP/AQU 11108	CMT	MEDALLION	Alberta	DLS: 23-018-24W4 NTS: D-37-B/82-I-11	DLS: 02-018-24W4 NTS: A-97-J/82-I-6	101	377	4.14	Proprietary	2D	10/01/2002	Vibroseis	3000		02S014
SWA-ENI02-MED-60	OP/AQU 11112	CMT	MEDALLION	Alberta	DLS: 34-017-23W4 NTS: D-78-I/82-I-6	DLS: 32-017-23W4 NTS: C-71-J/82-I-6	101	301	3	Proprietary	2D	12/01/2002	Vibroseis	2500		02S021
SWA-ENI02-MED-61	OP/AQU 11113	CMT	MEDALLION	Alberta	DLS: 26-017-23W4 NTS: C-55-I/82-I-6	DLS: 28-017-23W4 NTS: D-60-I/82-I-6	101	381	4.2	Proprietary	2D	12/01/2002	Vibroseis	2500		02S021
SWA-ENI02-MED-62	OP/AQU 11114	CMT	MEDALLION	Alberta	DLS: 18-017-23W4 NTS: D-13-J/82-I-6	DLS: 06-017-23W4 NTS: D-83-G/82-I-6	101	281	2.7	Proprietary	2D	12/01/2002	Vibroseis	2500		02S021
SWA-ENI02-MED-63	OP/AQU 11115	CMT	MEDALLION	Alberta	DLS: 31-017-23W4 NTS: B-83-J/82-I-6	DLS: 19-017-23W4 NTS: D-23-J/82-I-6	101	425	4.86	Proprietary	2D	12/01/2002	Vibroseis	2500		02S021
SWA-ENI02-MED-64	OP/AQU 11116	CMT	MEDALLION	Alberta	DLS: 28-017-23W4 NTS: C-49-I/82-I-6	DLS: 33-017-23W4 NTS: A-90-I/82-I-6	101	313	3.18	Proprietary	2D	12/01/2002	Vibroseis	2500		02S021
SWA-ENI02-MED-67	OP/AQU 11117	CMT	MEDALLION	Alberta	DLS: 09-020-23W4 NTS: A-12-J/82-I-11	DLS: 25-019-24W4 NTS: C-57-G/82-I-11	101	581	7.2	Proprietary	2D	12/01/2002	Vibroseis	2750		02S022
SWA-ENI02-MED-68	OP/AQU 11118	CMT	MEDALLION	Alberta	DLS: 07-020-23W4 NTS: B-15-J/82-I-11	DLS: 30-019-23W4 NTS: C-65-G/82-I-11	101	393	4.38	Proprietary	2D	12/01/2002	Vibroseis	2750		02S022
SWA-ENI02-MED-69	OP/AQU 11119	CMT	MEDALLION	Alberta	DLS: 32-019-23W4 NTS: B-82-G/82-I-11	DLS: 07-020-23W4 NTS: B-14-J/82-I-11	101	321	3.3	Proprietary	2D	12/01/2002	Vibroseis	2750		02S022
SWA-ENI03-MED-71	OP/AQU 11130	CMT	MEDALLION	Alberta	DLS: 07-019-23W4 NTS: B-24-G/82-I-11	DLS: 06-019-23W4 NTS: C-94-B/82-I-11	101	233	1.98	Proprietary	2D	07/01/2003	Vibroseis	3000		03S005
SWA-ENI03-MED-72	OP/AQU 11131	CMT	MEDALLION	Alberta	DLS: 30-018-23W4 NTS: C-53-B/82-I-11	DLS: 35-018-24W4 NTS: A-76-B/82-I-11	101	289	2.83	Proprietary	2D	07/01/2003	Vibroseis	3000		03S005
SWA-ENI03-MED-73	OP/AQU 11132	CMT	MEDALLION	Alberta	DLS: 28-017-23W4 NTS: A-59-I/82-I-6	DLS: 30-017-23W4 NTS: C-53-J/82-I-6	101	381	4.2	Proprietary	2D	07/01/2003	Vibroseis	3000		03S005
SWA-ENI03-MED-74	OP/AQU 11133	CMT	MEDALLION	Alberta	DLS: 21-017-23W4 NTS: A-49-I/82-I-6	DLS: 19-017-23W4 NTS: B-43-J/82-I-6	101	365	3.96	Proprietary	2D	07/01/2003	Vibroseis	3000		03S005
SWA-ENI03-MED-75	OP/AQU 11133	CMT	MEDALLION	Alberta	DLS: 01-017-23W4 NTS: D-74-H/82-I-6	DLS: 03-017-23W4 NTS: C-87-H/82-I-6	101	333	3.49	Proprietary	2D	07/01/2003	Vibroseis	3000		03S005
95-MIK-101	OP/COP 4224	COP	MIKWAN	Alberta	DLS: 11-036-22W4 NTS: A-3-H/83-A-3	DLS: 03-036-22W4 NTS: D-67-A/83-A-3	106	406	4.53	Proprietary	2D	06/01/1995	Dynamite	2400		2365
MR-94-1	OP/JMH 233	JMH	MILK RIVER	Alberta	DLS: 28-002-20W4 NTS: A-71-G/82-H-2	DLS: 02-003-21W4 NTS: D-9-J/82-H-2	101	489	7.75	Proprietary	2D	11/01/1994	Dynamite	1600		2830
MR-94-3	OP/JMH 223	JMH	MILK RIVER	Alberta	DLS: 06-003-20W4 NTS: A-26-J/82-H-2	DLS: 13-002-21W4 NTS: C-35-G/82-H-2	101	491	7.76	Proprietary	2D	11/01/1994	Dynamite	1600		2830
SWA-MILO-02-02	OP/AQU 10485	CMT	MILO	Alberta	DLS: 19-018-22W4 NTS: B-42-A/82-I-11	DLS: 35-018-23W4 NTS: B-86-A/82-I-11	101	457	5.34	Proprietary	2D	06/01/2002	Vibroseis	3000		2-026-2 -acquired Red Mike assets in this area
90-N-4	OP/AQU 19151	CMT	NANTON	Alberta	DLS: 29-016-27W4 NTS: B-45-G/82-I-5	DLS: 13-016-28W4 NTS: D-9-G/82-I-5	101	336	4.7	Proprietary	2D	10/01/1990	Dynamite	2400		n/a-ACQUIRED RIGHTS THROUGH DISPOSITION WITH PENGROWTH
90-N-6	OP/AQU 19150	CMT	NANTON	Alberta	DLS: 04-016-27W4 NTS: B-72-B/82-I-5	DLS: 23-016-28W4 NTS: B-41-F/82-I-5	101	611	10.2	Proprietary	2D	10/01/1990	Dynamite	2400		n/a-ACQUIRED RIGHTS THROUGH DISPOSITION WITH PENGROWTH
SWA-2005-201	OP/CMT 10936	CMT	OKOTOKS	Alberta	DLS: 30-021-27W4 NTS: C-68-B/82-I-13	DLS: 26-021-28W4 NTS: D-64-C/82-I-13	105	589	4.84	Proprietary	2D	06/01/2005	Vibroseis	7500		SE04751
SWA-2005-202	OP/CMT 10937	CMT	OKOTOKS	Alberta	DLS: 05-021-27W4 NTS: C-98-J/82-I-12	DLS: 05-021-28W4 NTS: C-98-K/82-I-12	101	981	8.8	Proprietary	2D	06/01/2005	Vibroseis	7500		SE04751
SWA-2005-203	OP/CMT 10938	CMT	OKOTOKS	Alberta	DLS: 14-021-28W4 NTS: D-44-C/82-I-13	DLS: 26-020-28W4 NTS: D-74-K/82-I-12	101	749	6.48	Proprietary	2D	06/01/2005	Vibroseis	7500		SE04751
SWA-2005-204	OP/CMT 10939	CMT	OKOTOKS	Alberta	DLS: 25-021-28W4 NTS: A-82-C/82-I-13	DLS: 01-021-28W4 NTS: D-92-K/82-I-12	101	905	8.05	Proprietary	2D	06/01/2005	Vibroseis	7500		SE04751
SWA-2005-205	OP/CMT 10940	CMT	OKOTOKS	Alberta	DLS: 30-021-27W4 NTS: A-80-B/82-I-13	DLS: 06-021-27W4 NTS: A-20-B/82-I-13	109	653	5.44	Proprietary	2D	06/01/2005	Vibroseis	7500		SE04751
84-128	OP/COP 4041	COP	RED DEER	Alberta	DLS: 16-035-01W5 NTS: A-7-A/83-B-1	DLS: 13-035-02W5 NTS: A-3-B/83-B-1	101	272	5.13	Proprietary	2D	11/26/1984	Dynamite	2400	Sectior	24262
84-129	OP/COP 4042	COP	RED DEER	Alberta	DLS: 20-035-01W5 NTS: A-29-A/83-B-1	DLS: 07-035-01W5 NTS: B-81-J/82-O-16	101	233	3.96	Proprietary	2D	11/26/1984	Dynamite	2400	Sectior	24262
84-130	OP/COP 4043	COP	RED DEER	Alberta	DLS: 19-035-01W5 NTS: B-30-A/83-B-1	DLS: 29-034-01W5 NTS: C-29-J/82-O-16	101	398	8.91	Proprietary	2D	11/26/1984	Dynamite	2400	Sectior	24262
RH-1	OP/JMH 241	DRJ	RETLAW	Alberta	DLS: 06-014-19W4 NTS: C-67-H/82-I-2	DLS: 06-013-19W4 NTS: B-77-A/82-I-2	1	2	8.94	Proprietary	2D	06/01/1980	Dynamite	1200	Stack	91W-6087-00
RH-3	OP/JMH 244	DRJ	RETLAW	Alberta	DLS: 19-013-18W4 NTS: A-27-E/82-I-1	DLS: 19-013-19W4 NTS: C-17-H/82-I-2	1	2	9.18	Proprietary	2D	06/01/1980	Dynamite	1200	Stack	91W-6087-00

Line_Number	Line_Id	Group_Id	Prospect_Name	Prov_State	Start_Location	End_Location	First_SP	Last_SP	Line_Length	Ownership_	ey_Type	Date_Shot	nergy_Source	Fold	Unavai	AFE NUMBER
RH-4	OP/JMH 243	DRJ	RETLAW	Alberta	DLS: 14-013-19W4 NTS: C-100-D/82-I-1	DLS: 12-013-20W4 NTS: D-90-A/82-I-2	1	4	8.42	Proprietary	2D	06/01/1980	Dynamite	1200	Stack	91W-6087-00
RH-5	OP/JMH 240	DRJ	RETLAW	Alberta	DLS: 06-013-18W4 NTS: D-67-D/82-I-1	DLS: 02-013-19W4 NTS: D-70-D/82-I-1	1	2	2.77	Proprietary	2D	06/01/1980	Dynamite	1200	Stack	91W-6087-00
RH-6	OP/JMH 260	DRJ	RETLAW	Alberta	DLS: 06-013-18W4 NTS: B-66-D/82-I-1	DLS: 01-013-19W4 NTS: A-69-D/82-I-1	1	2	1.95	Proprietary	2D	06/01/1980	Dynamite	1200	Stack	91W-6087-00
RH-7	OP/JMH 248	DRJ	RETLAW	Alberta	DLS: 23-013-19W4 NTS: D-30-E/82-I-1	DLS: 24-013-20W4 NTS: C-29-H/82-I-2	1	2	8.47	Proprietary	2D	06/01/1980	Dynamite	1200	Stack	91W-6087-00
S90-1	OP/JMH 1201	JMH	SEXSMITH III	Alberta	DLS: 05-074-06W6 NTS: B-61-E/83-M-7	DLS: 01-074-07W6 NTS: B-65-E/83-M-7	105	233	3.2	Proprietary	2D	01/03/1990	Dynamite	1500		Excal #1198
S90-2	OP/JMH 1202	JMH	SEXSMITH III	Alberta	DLS: 07-074-06W6 NTS: B-83-E/83-M-7	DLS: 31-073-06W6 NTS: B-33-E/83-M-7	101	293	4.8	Proprietary	2D	01/03/1990	Dynamite	1500		Excal #1198
S90-3	OP/JMH 1203	JMH	SEXSMITH III	Alberta	DLS: 11-074-06W6 NTS: D-76-F/83-M-7	DLS: 08-074-06W6 NTS: C-72-E/83-M-7	105	313	5.2	Proprietary	2D	01/03/1990	Dynamite	1500		Excal #1198
S90-4	OP/JMH 1200	JMH	SEXSMITH III	Alberta	DLS: 32-074-06W6 NTS: D-42-L/83-M-7	DLS: 08-074-06W6 NTS: C-71-E/83-M-7	89	349	6.48	Proprietary	2D	01/03/1990	Dynamite	1500		Excal #1198
S-2000-01	OP/CMT 7533	CMT	STAVELY	Alberta	DLS: 02-019-27W4 NTS: A-1-G/82-I-12	DLS: 06-019-27W4 NTS: A-10-G/82-I-12	101	641	8.1	Proprietary	2D	06/01/2000	Vibroseis	6700		20021
S-97-110	OP/CMT 2929	CMT	STAVELY	Alberta	DLS: 32-016-27W4 NTS: A-66-G/82-I-5	DLS: 34-016-28W4 NTS: A-62-F/82-I-5	101	451	5.25	Proprietary	2D	06/01/1997	Vibroseis	1500		971103
S-97-111	OP/CMT 2930	CMT	STAVELY	Alberta	DLS: 08-017-27W4 NTS: C-95-G/82-I-5	DLS: 22-016-28W4 NTS: B-32-F/82-I-5	81	676	8.93	Proprietary	2D	06/01/1997	Vibroseis	1500		971103
S-97-112	OP/CMT 2931	CMT	STAVELY	Alberta	DLS: 31-017-27W4 NTS: B-66-J/82-I-5	DLS: 11-017-28W4 NTS: A-1-K/82-I-5	101	561	6.9	Proprietary	2D	06/01/1997	Vibroseis	1500		971103
S-97-113	OP/CMT 2932	CMT	STAVELY	Alberta	DLS: 28-016-26W4 NTS: D-53-H/82-I-5	DLS: 18-016-26W4 NTS: C-5-H/82-I-5	101	461	5.41	Proprietary	2D	06/01/1997	Vibroseis	1500		971106
S-97-114	OP/CMT 2933	CMT	STAVELY	Alberta	DLS: 03-016-26W4 NTS: B-89-D/82-I-6	DLS: 30-016-26W4 NTS: C-55-H/82-I-5	101	676	8.62	Proprietary	2D	06/01/1997	Vibroseis	1500		971106
S-98-1	OP/CMT 3262	CMT	STAVELY	Alberta	DLS: 35-017-29W4 NTS: A-71-L/82-I-5	DLS: 32-017-28W4 NTS: B-75-K/82-I-5	456	136	4.8	Proprietary	2D	06/01/1998	Vibroseis	2700		28019
S-98-10	OP/CMT 3271	CMT	STAVELY	Alberta	DLS: 34-016-29W4 NTS: B-73-E/82-I-5	DLS: 32-016-29W4 NTS: B-77-E/82-I-5	96	351	3.83	Proprietary	2D	06/01/1998	Vibroseis	2700		28020
S-98-11	OP/CMT 3272	CMT	STAVELY	Alberta	DLS: 03-017-29W4 NTS: D-74-E/82-I-5	DLS: 11-017-29W4 NTS: C-10-K/82-I-5	391	101	4.35	Proprietary	2D	06/01/1998	Vibroseis	2700		28020
S-98-2	OP/CMT 3263	CMT	STAVELY	Alberta	DLS: 26-017-29W4 NTS: A-51-L/82-I-5	DLS: 30-017-28W4 NTS: A-68-K/82-I-5	301	101	3	Proprietary	2D	06/01/1998	Vibroseis	2700		28019
S-98-3	OP/CMT 3264	CMT	STAVELY	Alberta	DLS: 30-017-28W4 NTS: D-58-K/82-I-5	DLS: 26-017-29W4 NTS: D-41-L/82-I-5	101	301	3	Proprietary	2D	06/01/1998	Vibroseis	2700		28019
S-98-4	OP/CMT 3265	CMT	STAVELY	Alberta	DLS: 24-017-29W4 NTS: C-40-K/82-I-5	DLS: 19-017-28W4 NTS: C-47-K/82-I-5	281	101	2.7	Proprietary	2D	06/01/1998	Vibroseis	2700		28019
S-98-5	OP/CMT 3266	CMT	STAVELY	Alberta	DLS: 19-017-28W4 NTS: A-37-K/82-I-5	DLS: 24-017-29W4 NTS: B-40-K/82-I-5	101	301	3	Proprietary	2D	06/01/1998	Vibroseis	2700		28019
S-98-6	OP/CMT 3267	CMT	STAVELY	Alberta	DLS: 13-017-29W4 NTS: B-30-K/82-I-5	DLS: 18-017-28W4 NTS: A-27-K/82-I-5	301	101	3	Proprietary	2D	06/01/1998	Vibroseis	2700		28019
S-98-7	OP/CMT 3268	CMT	STAVELY	Alberta	DLS: 01-018-29W4 NTS: C-90-K/82-I-5	DLS: 07-017-28W4 NTS: C-8-K/82-I-5	581	101	7.2	Proprietary	2D	06/01/1998	Vibroseis	2700		28019
S-98-8	OP/CMT 3269	CMT	STAVELY	Alberta	DLS: 03-017-29W4 NTS: D-83-E/82-I-5	DLS: 05-017-29W4 NTS: C-87-E/82-I-5	101	381	4.2	Proprietary	2D	06/01/1998	Vibroseis	2700		28020
S-98-9	OP/CMT 3270	CMT	STAVELY	Alberta	DLS: 05-017-29W4 NTS: B-87-E/82-I-5	DLS: 03-017-29W4 NTS: A-83-E/82-I-5	381	101	4.2	Proprietary	2D	06/01/1998	Vibroseis	2700		28020
S-99-102	OP/CMT 3319	CMT	STAVELY	Alberta	DLS: 27-018-29W4 NTS: D-64-D/82-I-12	DLS: 36-018-29W4 NTS: A-89-C/82-I-12	416	106	4.64	Proprietary	2D	06/01/1999	Vibroseis	2700		29009
S-99-103	OP/CMT 3320	CMT	STAVELY	Alberta	DLS: 36-018-29W4 NTS: A-79-C/82-I-12	DLS: 27-018-29W4 NTS: A-64-D/82-I-12	51	381	4.96	Proprietary	2D	06/01/1999	Vibroseis	2700		29009
S-99-104	OP/CMT 3322	CMT	STAVELY	Alberta	DLS: 27-018-29W4 NTS: A-54-D/82-I-12	DLS: 25-018-29W4 NTS: D-69-C/82-I-12	381	51	4.95	Proprietary	2D	06/01/1999	Vibroseis	2700		29009
S-99-105	OP/CMT 3323	CMT	STAVELY	Alberta	DLS: 35-018-29W4 NTS: C-81-D/82-I-12	DLS: 22-018-29W4 NTS: B-32-D/82-I-12	101	426	4.87	Proprietary	2D	06/01/1999	Vibroseis	2700		29009
S-99-110	OP/CMT 3330	CMT	STAVELY	Alberta	DLS: 23-016-29W4 NTS: D-32-E/82-I-5	DLS: 20-016-29W4 NTS: C-37-E/82-I-5	101	293	4.8	Proprietary	2D	06/01/1999	Dynamite	2400		29013
S-99-111	OP/CMT 3331	CMT	STAVELY	Alberta	DLS: 24-016-29W4 NTS: A-40-F/82-I-5	DLS: 21-016-29W4 NTS: A-36-E/82-I-5	101	313	5.3	Proprietary	2D	06/01/1999	Dynamite	2400		29013
S-99-708	OP/CMT 3369	CMT	STAVELY	Alberta	DLS: 10-018-27W4 NTS: C-10-A/82-I-12	DLS: 12-018-28W4 NTS: C-9-B/82-I-12	101	641	8.1	Proprietary	2D	06/01/1999	Vibroseis	4500		29052
S-99-709	OP/CMT 3370	CMT	STAVELY	Alberta	DLS: 02-018-27W4 NTS: B-100-I/82-I-5	DLS: 06-018-27W4 NTS: B-97-J/82-I-5	101	533	6.49	Proprietary	2D	06/01/1999	Vibroseis	4500		29052
S-99-NAN-001	OP/CMT 3389	CMT	STAVELY	Alberta	DLS: 11-016-28W4 NTS: C-99-B/82-I-5	DLS: 12-016-29W4 NTS: C-100-C/82-I-5	101	589	9.78	Proprietary	2D	06/01/1999	Dynamite	4500		29038
SWA-2000-08	OP/CMT 8303	CMT	TSUU TINA	Alberta	DLS: 02-024-04W5 NTS: A-16-D/82-O-1	DLS: 04-023-03W5 NTS: D-10-K/82-J-16	101	545	11.1	Proprietary	2D	06/01/2000	Vibroseis	6000		20050
SWA-ENI02-VUL-200	OP/AQU 11128	CMT	VULCAN	Alberta	DLS: 01-017-23W4 NTS: C-83-H/82-I-6	DLS: 35-016-23W4 NTS: C-65-H/82-I-6	101	281	2.7	Proprietary	2D	12/15/2002	Vibroseis	2250		02S013
SWA-ENI02-VUL-201	OP/AQU 11129	CMT	VULCAN	Alberta	DLS: 12-017-23W4 NTS: C-94-H/82-I-6	DLS: 36-016-23W4 NTS: C-54-H/82-I-6	101	333	3.48	Proprietary	2D	12/15/2002	Vibroseis	2250		02S013
SWA-ENI03-VUL-301	OP/AQU 11097	CMT	VULCAN	Alberta	DLS: 13-017-23W4 NTS: C-14-I/82-I-6	DLS: 10-017-23W4 NTS: D-97-H/82-I-6	101	277	2.64	Proprietary	2D	12/04/2003	Vibroseis	2000		03S010
SWA-ENI03-VUL-302	OP/AQU 11098	CMT	VULCAN	Alberta	DLS: 15-017-23W4 NTS: A-17-I/82-I-6	DLS: 02-017-23W4 NTS: D-75-H/82-I-6	101	337	3.54	Proprietary	2D	12/04/2003	Vibroseis	2000		03S010
SWA-ENI03-VUL-303	OP/AQU 11099	CMT	VULCAN	Alberta	DLS: 14-017-23W4 NTS: D-26-I/82-I-6	DLS: 11-017-23W4 NTS: C-96-H/82-I-6	101	269	2.52	Proprietary	2D	12/04/2003	Vibroseis	2000		03S010
V-94-01	OP/CMT 2680	CMT	VULCAN	Alberta	DLS: 13-018-25W4 NTS: C-25-C/82-I-11	DLS: 36-017-25W4 NTS: A-75-K/82-I-6	101	302	5.01	Proprietary	2D	06/01/1994	Dynamite	2000		N/A
V-98-101	OP/CMT 3298	CMT	VULCAN	Alberta	DLS: 19-016-25W4 NTS: A-34-E/82-I-6	DLS: 18-017-25W4 NTS: D-25-L/82-I-6	101	668	8.51	Proprietary	2D	06/01/1998	Vibroseis	4000		28023
V-98-102	OP/CMT 3299	CMT	VULCAN	Alberta	DLS: 17-017-25W4 NTS: D-22-L/82-I-6	DLS: 01-017-26W4 NTS: C-77-E/82-I-6	101	557	6.85	Proprietary	2D	06/01/1998	Vibroseis	4000		28023
V-98-103	OP/CMT 3300	CMT	VULCAN	Alberta	DLS: 08-017-25W4 NTS: C-2-L/82-I-6	DLS: 36-016-26W4 NTS: A-67-E/82-I-6	101	482	5.72	Proprietary	2D	06/01/1998	Vibroseis	4000		28023
V-98-104	OP/CMT 3301	CMT	VULCAN	Alberta	DLS: 09-017-25W4 NTS: C-91-E/82-I-6	DLS: 31-016-25W4 NTS: C-55-E/82-I-6	101	440	5.09	Proprietary	2D	06/01/1998	Vibroseis	4000		28023
V-98-105	OP/CMT 3302	CMT	VULCAN	Alberta	DLS: 10-017-25W4 NTS: D-100-F/82-I-6	DLS: 30-016-25W4 NTS: B-54-E/82-I-6	101	509	6.13	Proprietary	2D	06/01/1998	Vibroseis	4000		28023
V-98-106	OP/CMT 3303	CMT	VULCAN	Alberta	DLS: 11-017-25W4 NTS: B-7-K/82-I-6	DLS: 19-016-25W4 NTS: A-35-E/82-I-6	101	713	9.18	Proprietary	2D	06/01/1998	Vibroseis	4000		28023
V-98-107	OP/CMT 3304	CMT	VULCAN	Alberta	DLS: 21-017-24W4 NTS: B-40-J/82-I-6	DLS: 35-016-25W4 NTS: A-77-F/82-I-6	101	635	8.01	Proprietary	2D	06/01/1998	Vibroseis	4000		28023
V-98-108	OP/CMT 3305	CMT	VULCAN	Alberta	DLS: 31-016-24W4 NTS: B-64-F/82-I-6	DLS: 15-016-25W4 NTS: D-19-F/82-I-6	101	485	5.76	Proprietary	2D	06/01/1998	Vibroseis	4000		28023
V-98-109	OP/CMT 3306	CMT	VULCAN	Alberta	DLS: 01-017-24W4 NTS: D-85-G/82-I-6	DLS: 36-016-24W4 NTS: C-55-G/82-I-6	102	266	2.46	Proprietary	2D	06/01/1998	Vibroseis	4000		28023
V-98-110	OP/CMT 3307	CMT	VULCAN	Alberta	DLS: 07-018-25W4 NTS: C-95-L/82-I-6	DLS: 35-017-26W4 NTS: D-78-L/82-I-6	101	290	2.83	Proprietary	2D	06/01/1998	Vibroseis	4000		28023
V-98-111	OP/CMT 3308	CMT	VULCAN	Alberta	DLS: 06-017-24W4 NTS: D-84-F/82-I-6	DLS: 14-017-25W4 NTS: D-28-K/82-I-6	101	434	4.99	Proprietary	2D	06/01/1998	Vibroseis	4000		28023
V-99-201	OP/CMT 3419	CMT	VULCAN	Alberta	DLS: 34-016-25W4 NTS: C-69-F/82-I-6	DLS: 12-016-26W4 NTS: A-6-E/82-I-6	101	513	8.24	Proprietary	2D	06/01/1999	Dynamite	3000		29048
V-99-202	OP/CMT 3420	CMT	VULCAN	Alberta	DLS: 14-016-25W4 NTS: B-26-F/82-I-6	DLS: 32-015-25W4 NTS: C-62-D/82-I-6	101	469	7.36	Proprietary	2D	06/01/1999	Dynamite	3000		29048
V-99-203	OP/CMT 3421	CMT	VULCAN	Alberta	DLS: 20-016-24W4 NTS: C-22-F/82-I-6	DLS: 35-015-25W4 NTS: C-68-C/82-I-6	101	481	7.6	Proprietary	2D	06/01/1999	Dynamite	3000		29048
V-99-204	OP/CMT 3422	CMT	VULCAN	Alberta	DLS: 07-016-24W4 NTS: C-4-F/82-I-6	DLS: 11-016-25W4 NTS: D-7-F/82-I-6	101	221	2.4	Proprietary	2D	06/01/1999	Dynamite	3000		29048
V-99-205	OP/CMT 3423	CMT	VULCAN	Alberta	DLS: 06-016-24W4 NTS: A-84-C/82-I-6	DLS: 31-016-25W4 NTS: B-64-E/82-I-6	101	685	11.68	Proprietary	2D	06/01/1999	Dynamite	3000		29048
V-99-206	OP/CMT 3424	CMT	VULCAN	Alberta	DLS: 36-016-25W4 NTS: A-66-F/82-I-6	DLS: 17-016-25W4 NTS: D-2-E/82-I-6	101	481	7.6	Proprietary	2D	06/01/1999	Dynamite	3000		29048
V-99-207	OP/CMT 3425	CMT	VULCAN	Alberta	DLS: 07-016-24W4 NTS: B-3-F/82-I-6	DLS: 30-016-24W4 NTS: D-44-F/82-I-6	101	305	4.08	Proprietary	2D	06/01/1999	Dynamite	3000		29048
V-99-208	OP/CMT 3438	CMT	VULCAN	Alberta	DLS: 18-016-24W4 NTS: A-23-F/82-I-6	DLS: 14-016-25W4 NTS: B-27-F/82-I-6	101	289	3.76	Proprietary	2D	06/01/1999	Dynamite	3000		29048
SWA-ENI01-VUL-100	OP/AQU 11104	CMT	VULCAN AREA 2D	Alberta	DLS: 04-017-22W4 NTS: B-88-E/82-I-7	DLS: 06-017-22W4 NTS: C-82-H/82-I-6	101	329	3.42	Proprietary	2D	06/01/2001	Vibroseis	2000		01S007-Sequoia Acquistion
SWA-ENI01-VUL-101	OP/AQU 11105	CMT	VULCAN AREA 2D	Alberta	DLS: 17-017-22W4 NTS: D-30-L/82-I-7	DLS: 32-016-22W4 NTS: C-70-E/82-I-7	101	477	5.64	Proprietary	2D	06/01/2001	Vibroseis	2000		01S007-Sequoia Acquistion
SWA-ENI01-VUL-102	OP/AQU 11106	CMT	VULCAN AREA 2D	Alberta	DLS: 30-016-22W4 NTS: A-51-H/82-I-6	DLS: 14-017-23W4 NTS: C-16-I/82-I-6	101	609	7.62	Proprietary	2D	06/01/2001	Vibroseis	2000		01S007-Sequoia Acquistion
WW-92-3	OP/JMH 2459	DRJ	WEST WEASEL	British Colu	NTS: C-87-B/94-H-2	NTS: D-83-C/94-H-2	101	313	4.24	Proprietary	2D	06/01/1992	Dynamite	1500		1869
S-2000-003	OP/CMT 7985	CMT	WILLOW CREEK	Alberta	DLS: 14-014-29W4 NTS: B-18-K/82-I-4	DLS: 09-014-01W5 NTS: D-87-H/82-J-1	101	957	17.06	Proprietary	2D	06/01/2000	Vibroseis	5000		20034
Z-1	OP/JMH 1637	JMH	ZAMA LAKE	Alberta	DLS: 27-115-07W6 NTS: A-28-A/84-M-3	DLS: 25-115-07W6 NTS: C-22-A/84-M-3	1	2	3.98	Proprietary	2D	01/03/1980	Dynamite	1200		91W-6081
Z-2	OP/JMH 1636	JMH	ZAMA LAKE	Alberta	DLS: 27-115-07W6 NTS: A-28-A/84-M-3	DLS: 25-115-07W6 NTS: A-24-A/84-M-3	1	2	3.02	Proprietary	2D	01/03/1980	Dynamite	1200		91W-6081
Z-3	OP/JMH 1634	JMH	ZAMA LAKE	Alberta	DLS: 35-115-07W6 NTS: C-35-A/84-M-3	DLS: 26-115-07W6 NTS: A-15-A/84-M-3	1	2	2.42	Proprietary	2D	01/03/1980	Dynamite	1200		91W-6081
Z-4	OP/JMH 1632	JMH	ZAMA LAKE	Alberta	DLS: 25-115-07W6 NTS: A-14-A/84-M-3	DLS: 35-115-07W6 NTS: A-37-A/84-M-3	1	2	2.72	Proprietary	2D	01/03/1980	Dynamite	1200		91W-6081
									1,425.01							

2D Partner

Line_Number	Line_Id	Group_Id	Prospect_Name	Line_Length	Area_3D	Operator	Ownership_Type	MFC%	Survey_T	Date_Shot	Obtain_Method	Energy_Source	Fold	AFE NUMBER	NOTE
DKDC-000C1	PART/NONOP	JMH	AIKEN	7.45	0	Kaiser	Partner	50%	2D		Unknown			Footnote A	
DKDC-000C2	PART/NONOP	JMH	AIKEN	13.08	0	Kaiser	Partner	50%	2D		Unknown			Footnote A	
DKDC-000C3	PART/NONOP	JMH	BEG EAST	11.29	0	Kaiser	Partner	50%	2D		Unknown			Footnote A	
SASH-004	PART/NONOP	JMH	BEG SASH	7.3	0	Conocophilips Canada	Partner	50%	2D	01/02/1996	Shot with Partner	Dynamite	20	954044	
SASH-005	PART/NONOP	JMH	BEG SASH	10.34	0	Conocophilips Canada	Partner	50%	2D	01/02/1996	Shot with Partner	Dynamite	20	954044	
SASH-007	PART/NONOP	JMH	BEG SASH	19.12	0	Conocophilips Canada	Partner	50%	2D	01/02/1996	Shot with Partner	Dynamite	20	954044	
SASH-008	PART/NONOP	JMH	BEG SASH	9.57	0	Conocophilips Canada	Partner	50%	2D	01/02/1996	Shot with Partner	Dynamite	20	954044	
SASH-009	PART/NONOP	JMH	BEG SASH	8.3	0	Conocophilips Canada	Partner	50%	2D	01/02/1996	Shot with Partner	Dynamite	20	954044	
SASH-010	PART/NONOP	JMH	BEG SASH	7.7	0	Conocophilips Canada	Partner	50%	2D	01/02/1996	Shot with Partner	Dynamite	20	954044	
SASH-011	PART/NONOP	JMH	BEG SASH	10.29	0	Conocophilips Canada	Partner	50%	2D	01/02/1996	Shot with Partner	Dynamite	20	954044	
ANY-010	PART/NONOP	COP	BIG VALLEY	3.09	0	Talisman Energy	Partner	8.33%	2D	06/01/1982	Shot with Partner	Dynamite	1200	N/A	
ANY-011	PART/NONOP	COP	BIG VALLEY	3.12	0	Talisman Energy	Partner	8.33%	2D	06/01/1982	Shot with Partner	Dynamite	1200	N/A	
ANY-012	PART/NONOP	COP	BIG VALLEY	2.73	0	Talisman Energy	Partner	8.33%	2D	06/01/1982	Shot with Partner	Dynamite	1200	N/A	data incomplete
ANY-013	PART/NONOP	COP	BIG VALLEY	2.03	0	Talisman Energy	Partner	8.33%	2D	06/01/1982	Shot with Partner	Dynamite	1200	N/A	data incomplete
ANY-014	PART/NONOP	COP	BIG VALLEY	5.02	0	Talisman Energy	Partner	8.33%	2D	06/01/1982	Shot with Partner	Dynamite	1200	N/A	data incomplete
ANY-018	PART/NONOP	COP	BIG VALLEY	4.22	0	Talisman Energy	Partner	8.33%	2D	06/01/1982	Shot with Partner	Dynamite	1200	N/A	data incomplete
ANY-019	PART/NONOP	COP	BIG VALLEY	3.71	0	Talisman Energy	Partner	8.33%	2D	06/01/1982	Shot with Partner	Dynamite	1200	N/A	
21	PART/OP	DRJ	BIGORAY	4.02	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1978	Shot with Partner	Dynamite	1200	91X-6043-01	
22	PART/OP	DRJ	BIGORAY	4.02	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1978	Shot with Partner	Dynamite	1200	91X-6043-01	
23	PART/OP	DRJ	BIGORAY	4.83	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1978	Shot with Partner	Dynamite	1200	91X-6043-01	
24	PART/OP	DRJ	BIGORAY	5.36	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1978	Shot with Partner	Dynamite	1200	91X-6043-01	
25	PART/OP	DRJ	BIGORAY	3.22	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1978	Shot with Partner	Dynamite	1200	91X-6043-01	
26	PART/OP	DRJ	BIGORAY	4.02	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1978	Shot with Partner	Dynamite	12	91X-6043-01	
106	PART/OP	DRJ	BIGORAY	9.24	0	MFC Energy Corporatin (Car	Partner	50%	2D	02/01/1980	Shot with Partner	Dynamite	12	91X-6074-00	
112	PART/OP	DRJ	BIGORAY	7.23	0	MFC Energy Corporatin (Car	Partner	50%	2D	02/01/1980	Shot with Partner	Dynamite	12	91X-6074-00	
113	PART/OP	DRJ	BIGORAY	7.64	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1980	Shot with Partner	Dynamite	12	91X-6074-00	
36B	PART/NONOP	DRJ	BIGORAY	3.82	0	Chevron Canada	Partner	50%	2D	01/03/1979	Shot with Partner	Dynamite	12	91Y-6059-00B	
51C	PART/NONOP	DRJ	BIGORAY	8.21	0	Chevron Canada	Partner	50%	2D	06/01/1978	Shot with Partner	Dynamite	12	91Y-6059-00B	data incomplete
51XC	PART/NONOP	DRJ	BIGORAY	4.05	0	Chevron Canada	Partner	50%	2D	01/02/1987	Shot with Partner	Dynamite	12	91Y-7603-00	data incomplete
H-85-01	PART/OP	DRJ	BIGORAY	4.39	0	MFC Energy Corporatin (Car	Partner	60%	2D	06/01/1985	Shot with Partner	Dynamite	15	91X-5619-00	
H-85-02	PART/OP	DRJ	BIGORAY	4.4	0	MFC Energy Corporatin (Car	Partner	60%	2D	06/01/1985	Shot with Partner	Dynamite	15	91X-5619-00	
85-1195	PART/NONOP	DRJ	BOUNDARY EAST	6.39	0	Home Oil	Partner	50%	2D	06/01/1986	Shot with Partner	Vibroseis	12	HOC 166203A	
85-1196	PART/NONOP	DRJ	BOUNDARY EAST	6.69	0	Home Oil	Partner	50%	2D	06/01/1986	Shot with Partner	Vibroseis	12	HOC 166203A	
85-1197	PART/NONOP	DRJ	BOUNDARY EAST	6.62	0	Home Oil	Partner	50%	2D	06/01/1986	Shot with Partner	Vibroseis	12	HOC 166203A	
85-1198	PART/NONOP	DRJ	BOUNDARY EAST	9.35	0	Home Oil	Partner	50%	2D	06/01/1986	Shot with Partner	Vibroseis	12	HOC 166203A	
85-1198A	PART/NONOP	DRJ	BOUNDARY EAST	9.64	0	Home Oil	Partner	50%	2D	06/01/1986	Shot with Partner	Vibroseis	12	HOC 166203A	data incomplete
BL-86-01	PART/NONOP	COP	BUFFALO LAKE	7.96	0	Canada Northwest	Partner	33.30%	2D	06/01/1986	Shot with Partner	Watergun	4800	G/520/6	
BL-86-02	PART/NONOP	COP	BUFFALO LAKE	6.36	0	Canada Northwest	Partner	33.30%	2D	06/01/1986	Shot with Partner	Watergun	4800	G/520/6	
BL-86-03	PART/NONOP	COP	BUFFALO LAKE	7.59	0	Canada Northwest	Partner	33.30%	2D	06/01/1986	Shot with Partner	Watergun	4800	G/520/6	
BL-86-04	PART/NONOP	COP	BUFFALO LAKE	4	0	Canada Northwest	Partner	33.30%	2D	06/01/1986	Shot with Partner	Watergun	4800	G/520/6	
BL-86-05	PART/NONOP	COP	BUFFALO LAKE	6.05	0	Canada Northwest	Partner	33.30%	2D	06/01/1986	Shot with Partner	Watergun	4800	G/520/6	
BL-86-06	PART/NONOP	COP	BUFFALO LAKE	3.83	0	Canada Northwest	Partner	33.30%	2D	06/01/1986	Shot with Partner	Watergun	4800	G/520/6	
BL-86-07	PART/NONOP	COP	BUFFALO LAKE	4.68	0	Canada Northwest	Partner	33.30%	2D	06/01/1986	Shot with Partner	Watergun	4800	G/520/6	
BL-86-08	PART/NONOP	COP	BUFFALO LAKE	4.01	0	Canada Northwest	Partner	33.30%	2D	06/01/1986	Shot with Partner	Watergun	4800	G/520/6	
BL-86-09	PART/NONOP	COP	BUFFALO LAKE	4.51	0	Canada Northwest	Partner	33.30%	2D	06/01/1986	Shot with Partner	Watergun	4800	G/520/6	
BJG-401	PART/NONOP	COP	CHAUVIN NORTH	5.99	0	Western & Texas	Partner	8.33%	2D	06/01/1977	Shot with Partner			17215	data incomplete
BJG-402	PART/NONOP	COP	CHAUVIN NORTH	2.4	0	Western & Texas	Partner	8.33%	2D	06/01/1977	Shot with Partner			17215	data incomplete
BJG-403	PART/NONOP	COP	CHAUVIN NORTH	5.74	0	Western & Texas	Partner	8.33%	2D	06/01/1977	Shot with Partner			17215	data incomplete
BJG-404	PART/NONOP	COP	CHAUVIN NORTH	3.01	0	Western & Texas	Partner	8.33%	2D	06/01/1977	Shot with Partner			17215	data incomplete
BJG-407	PART/NONOP	COP	CHAUVIN NORTH	2.29	0	Western & Texas	Partner	8.33%	2D	06/01/1977	Shot with Partner			17215	data incomplete
C-98-6	PART/OP	CMT	CHESTERMERE	4.44	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1998	Shot with Partner	Vibroseis	3000	28010	
TOD05-1	PART/OP	WIN	COWLEY 2D	11.76	0	MFC Energy Corporatin (Car	Partner	75%	2D	11/01/2005	Shot with Partner	Vibroseis	2400	80045	
TOD05-2	PART/OP	WIN	COWLEY 2D	6.74	0	MFC Energy Corporatin (Car	Partner	75%	2D	11/01/2005	Shot with Partner	Vibroseis	2400	80045	
TOD05-3	PART/OP	WIN	COWLEY 2D	9.72	0	MFC Energy Corporatin (Car	Partner	75%	2D	11/01/2005	Shot with Partner	Vibroseis	2400	80045	
DLB93-045	PART/NONOP	COP	DELBURNE	6	0	Talisman Energy	Partner	25%	2D	06/01/1993	Shot with Partner	Dynamite	2400	1993-Rigel AFE# 3932238	
DLB93-046	PART/NONOP	COP	DELBURNE	6.48	0	Talisman Energy	Partner	25%	2D	06/01/1993	Shot with Partner	Dynamite	2400	1993-Rigel AFE# 3932238	
DLB93-047	PART/NONOP	COP	DELBURNE	6.45	0	Talisman Energy	Partner	25%	2D	06/01/1993	Shot with Partner	Dynamite	2400	1993-Rigel AFE# 3932238	
DLB93-048	PART/NONOP	COP	DELBURNE	6.83	0	Talisman Energy	Partner	25%	2D	06/01/1993	Shot with Partner	Dynamite	2400	1993-Rigel AFE# 3932238	
DLB93-049	PART/NONOP	COP	DELBURNE	4.85	0	Talisman Energy	Partner	25%	2D	06/01/1993	Shot with Partner	Dynamite	2400	1993-Rigel AFE# 3932238	
AIW-001	PART/NONOP	COP	DRUMHELLER	7.14	0	Talisman Energy	Partner	16.67%	2D	06/01/1978	Shot with Partner	Dynamite	1200	FILE# WAR-02-035	
AIW-002	PART/NONOP	COP	DRUMHELLER	2.93	0	Talisman Energy	Partner	16.67%	2D	06/01/1978	Shot with Partner	Dynamite	1200	FILE# WAR-02-035	
86-E-1	PART/NONOP	COP	ERSKINE	3.99	0	Bonavista Energy	Partner	33.30%	2D	06/01/1986	Shot with Partner	Dynamite	25	POFF-264-86-177 R1	
86-E-2	PART/NONOP	COP	ERSKINE	3.25	0	Bonavista Energy	Partner	33.30%	2D	06/01/1986	Shot with Partner	Dynamite	25	POFF-264-86-177 R1	
86-E-3	PART/NONOP	COP	ERSKINE	3.68	0	Bonavista Energy	Partner	33.30%	2D	06/01/1986	Shot with Partner	Dynamite	25	POFF-264-86-177 R1	
86-E-4	PART/NONOP	COP	Erskine	0	0	Bonavista Energy	Partner	33.30%	2D	01/08/1986	Shot with Partner	Dynamite	2500	POFF-264-86-269 S1	
86-E-5	PART/NONOP	COP	ERSKINE	2.18	0	Bonavista Energy	Partner	33.30%	2D	01/08/1986	Shot with Partner	Dynamite	2500	POFF-264-86-269 S1	
86-E-6	PART/NONOP	COP	ERSKINE	2.5	0	Bonavista Energy	Partner	33.30%	2D	01/08/1986	Shot with Partner	Dynamite	2500	POFF-264-86-269 S1	
86-E-7	PART/NONOP	COP	ERSKINE	2.37	0	Bonavista Energy	Partner	33.30%	2D	01/08/1986	Shot with Partner	Dynamite	2500	POFF-264-86-269 S1	
AUC-001	PART/NONOP	COP	Esther	4.49	0	Talisman Energy	Partner	10.83%	2D	01/01/1984	Shot with Partner		1200	A14101	
AUC-002	PART/NONOP	COP	Esther	4.48	0	Talisman Energy	Partner	10.83%	2D	01/01/1984	Shot with Partner		1200	A14101	
AUC-008	PART/NONOP	COP	Esther	20.31	0	Talisman Energy	Partner	10.83%	2D	01/01/1984	Shot with Partner		2400	A14101	
AUC-009	PART/NONOP	COP	Esther	4.55	0	Talisman Energy	Partner	10.83%	2D	01/01/1984	Shot with Partner		2400	A14101	
AUC-010	PART/NONOP	COP	Esther	6.27	0	Talisman Energy	Partner	10.83%	2D	01/01/1984	Shot with Partner		2400	A14101	
AUC-011	PART/NONOP	COP	Esther	6.53	0	Talisman Energy	Partner	10.83%	2D	01/01/1984	Shot with Partner		2400	A14101	

Line_Number	Line_Id	Group_Id	Prospect_Name	Line_Length	Area_3D	Operator	Ownership_Type	MFC%	Survey_T	Date_Shot	Obtain_Method	Energy_Source	Fold	AFE NUMBER	NOTE
AUC-012	PART/NONOP	COP	Esther	4.88	0	Talisman Energy	Partner	10.83%	2D	01/01/1984	Shot with Partner		2400	A14101	
AUC-013	PART/NONOP	COP	Esther	4.03	0	Talisman Energy	Partner	10.83%	2D	01/01/1984	Shot with Partner		2400	A14101	
AUC-014	PART/NONOP	COP	Esther	9.7	0	Talisman Energy	Partner	10.83%	2D	01/01/1984	Shot with Partner		2400	A14101	
AUC-015	PART/NONOP	COP	Esther	3.83	0	Talisman Energy	Partner	10.83%	2D	01/01/1984	Shot with Partner		2400	A14101	
AUC-016	PART/NONOP	COP	Esther	4.09	0	Talisman Energy	Partner	10.83%	2D	01/01/1984	Shot with Partner		2400	A14101	
AUC-017	PART/NONOP	COP	Esther	4.15	0	Talisman Energy	Partner	10.83%	2D	01/01/1984	Shot with Partner		2400	A14101	
AUC-018	PART/NONOP	COP	Esther	4.09	0	Talisman Energy	Partner	10.83%	2D	01/01/1984	Shot with Partner		2400	A14101	
FC-1	PART/NONOP	COP	FOX CREEK	4.2	0	Suncor	Partner	50%	2D	06/01/1987	Shot with Partner			70122	
FC-2	PART/NONOP	COP	FOX CREEK	3.29	0	Suncor	Partner	50%	2D	06/01/1987	Shot with Partner			70122	
FC-3	PART/NONOP	COP	FOX CREEK	4.48	0	Suncor	Partner	50%	2D	06/01/1987	Shot with Partner			70122	
FC-4	PART/NONOP	COP	FOX CREEK	3.71	0	Suncor	Partner	50%	2D	06/01/1987	Shot with Partner			70122	
FC-5	PART/NONOP	COP	FOX CREEK	3.2	0	Suncor	Partner	50%	2D	06/01/1987	Shot with Partner			70122	
FC-6	PART/NONOP	COP	FOX CREEK	3.99	0	Suncor	Partner	50%	2D	06/01/1987	Shot with Partner			70122	
FC-7	PART/NONOP	COP	FOX CREEK	3.99	0	Suncor	Partner	50%	2D	06/01/1987	Shot with Partner			70122	
68397	PART/NONOP	JMH	Galaxy	5.24	0	Imperial Oil Resources Limit	Partner	25%	2D	02/02/1988	Shot with Partner			Footnote B	
68898	PART/NONOP	JMH	Galaxy	5.02	0	Imperial Oil Resources Limit	Partner	25%	2D	02/02/1988	Shot with Partner			Footnote B	
68899	PART/NONOP	JMH	Galaxy	4.33	0	Imperial Oil Resources Limit	Partner	25%	2D	02/02/1988	Shot with Partner			Footnote B	
97A51-01	PART/NONOP	JMH	Ghostpine	3.99	0	Conocophilips Canada	Partner	4.91%	2D		**Shot with Partner**			71192	
97A51-02	PART/NONOP	JMH	Ghostpine	2.88	0	Conocophilips Canada	Partner	4.91%	2D		**Shot with Partner**			71192	
97A52-01	PART/NONOP	JMH	Ghostpine	3.82	0	Conocophilips Canada	Partner	4.91%	2D		**Shot with Partner**			71195	data incomplete
97A52-02	PART/NONOP	JMH	Ghostpine	8.22	0	Conocophilips Canada	Partner	4.91%	2D		**Shot with Partner**			71195	data incomplete
AKD-001	PART/NONOP	COP	GHOSTPINE	10.53	0	Talisman Energy	Partner	16.67%	2D	06/01/1976	**Shot with Partner**		400	RB210105-9-3	
91-GORD-587	PART/NONOP	COP	GORDONDALE	7.15	0	Conocophilips Canada	Partner	40%	2D	01/01/1991	**Shot with Partner**	Vibroseis	2400	1434	
GF-1	PART/OP	JMH	GRAND FORKS	3.42	0	MFC Energy Corporatin (Car	Partner	33.33%	2D	06/01/1981	**Shot with Partner**	Dynamite	12	91X-1608-00	
GF-2	PART/OP	JMH	GRAND FORKS	3.47	0	MFC Energy Corporatin (Car	Partner	33.33%	2D	06/01/1981	**Shot with Partner**	Dynamite	12	91X-1608-00	
GF-3	PART/OP	JMH	GRAND FORKS	3.64	0	MFC Energy Corporatin (Car	Partner	33.33%	2D	06/01/1981	**Shot with Partner**	Dynamite	12	91X-1608-00	
GF-4	PART/OP	JMH	GRAND FORKS	3.89	0	MFC Energy Corporatin (Car	Partner	33.33%	2D	06/01/1981	**Shot with Partner**	Dynamite	12	91X-1608-00	
BNW-001	PART/NONOP	COP	Grandview Hills	17.32	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-002	PART/NONOP	COP	Grandview Hills	24.19	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-003	PART/NONOP	COP	Grandview Hills	19.66	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-004	PART/NONOP	COP	Grandview Hills	19.23	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-005	PART/NONOP	COP	Grandview Hills	10.46	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-006	PART/NONOP	COP	Grandview Hills	27.28	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-007	PART/NONOP	COP	Grandview Hills	12.15	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-008	PART/NONOP	COP	Grandview Hills	20.34	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-009	PART/NONOP	COP	Grandview Hills	21.21	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-010	PART/NONOP	COP	Grandview Hills	21.36	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-011	PART/NONOP	COP	Grandview HIlls	19.48	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-012	PART/NONOP	COP	Grandview Hills	12.08	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-013	PART/NONOP	COP	Grandview Hills	13.66	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-014	PART/NONOP	COP	Grandview Hills	20.88	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-015	PART/NONOP	COP	Grandview Hills	19.68	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-016	PART/NONOP	COP	Grandview Hills	28.12	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-017	PART/NONOP	COP	Grandview HIlls	21.74	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-018	PART/NONOP	COP	Grandview Hills	31.36	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-019	PART/NONOP	COP	Grandview Hills	21.21	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-020	PART/NONOP	COP	Grandview Hills	24.93	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-021	PART/NONOP	COP	Grandview Hills	41.34	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-022	PART/NONOP	COP	Grandview Hills	27.94	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-024	PART/NONOP	COP	Grandview Hills	25.77	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-025	PART/NONOP	COP	Grandview Hills	22.51	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
BNW-023	PART/NONOP	COP	Grandview Hills	26.15	0	Talisman Energy	Partner	27.20%	2D	09/01/1971	**Seismic Option**			11047	data incomplete
92-101	PART/NONOP	COP	Grantham South	11.62	0	Home Oil	Partner	50%	2D	01/10/1992	Shot with Partner	Vibroseis	3600	HOC 162086	
92-102	PART/NONOP	COP	Grantham South	13.04	0	Home Oil	Partner	50%	2D	01/10/1992	Shot with Partner	Vibroseis	3600	HOC 162086	
92-103	PART/NONOP	COP	Grantham South	10.51	0	Home Oil	Partner	50%	2D	01/10/1992	Shot with Partner	Vibroseis	3600	HOC 162086	
92-104	PART/NONOP	COP	Grantham South	9.76	0	Home Oil	Partner	50%	2D	01/10/1992	Shot with Partner	Vibroseis	3600	HOC 162086	
92-105	PART/NONOP	COP	Grantham South	11.31	0	Home Oil	Partner	50%	2D	01/10/1992	Shot with Partner	Vibroseis	3600	HOC 162086	
92-106	PART/NONOP	COP	Grantham South	4.81	0	Home Oil	Partner	50%	2D	01/10/1992	Shot with Partner	Vibroseis	2400	HOC 162086	
OH-93-1	PART/NONOP	STY	HAYS	3.12	0	Husky Oil	Partner	20%	2D		**Shot with Partner**			93-054/20163	
AAG-95-12	PART/NONOP	STY	HAYS SAWTOOTH	4.09	0	TAQA North Ltd.	Partner	26.31%	2D		**Shot with Partner**			95A2016/R1	
AKR-002	PART/NONOP	DRJ	HELMET	13.08	0	Dome Petroleum	Partner	13.90%	2D	06/01/1978	**Shot with Partner**	Dynamite	14	91Y-6044-01	data incomplete
AKR-004	PART/NONOP	DRJ	HELMET	10.65	0	Dome Petroleum	Partner	13.90%	2D	06/01/1978	**Shot with Partner**	Dynamite	14	91Y-6044-01	data incomplete
TEL-502-02	PART/OP	DRJ	Hines Creek	3.6	0	MFC Energy Corporatin (Car	Partner	50%	2D	01/10/2005	**Shot with Partner**		40	A01112	
TEL-502-04	PART/OP	DRJ	Hines Creek	4.21	0	MFC Energy Corporatin (Car	Partner	50%	2D	01/10/2005	**Shot with Partner**		40	A01112	
TEL-502-07	PART/OP	DRJ	Hines Creek	4.63	0	MFC Energy Corporatin (Car	Partner	50%	2D	01/09/2005	**Shot with Partner**		40	A01112	
TEL-502-09	PART/OP	DRJ	Hines Creek	4.62	0	MFC Energy Corporatin (Car	Partner	50%	2D	01/09/2005	**Shot with Partner**		40	A01112	
50	PART/NONOP	DRJ	HOLLOW	12.39	0	Mesa Petroleum	Partner	40%	2D	06/01/1977	**Shot with Partner**	Dynamite	6	91Y-6031-00B	data incomplete
SWA-2001-104	PART/OP	CMT	HOOKER WEST	9.65	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/2001	Shot with Partner	Vibroseis	6000	21018	
78-J-480	PART/NONOP	DRJ	HOTCHKISS	7.62	0	Mesa Petroleum Co.	Partner	26%	2D	06/01/1977	**Shot with Partner**	Dynamite	12	91Y-6038-00	data incomplete
78-J-481	PART/NONOP	DRJ	HOTCHKISS	7.34	0	Mesa Petroleum Co.	Partner	26%	2D	06/01/1977	**Shot with Partner**	Dynamite	12	91Y-6038-00	data incomplete
78-J-482	PART/NONOP	DRJ	HOTCHKISS	8.98	0	Mesa Petroleum Co.	Partner	26%	2D	06/01/1977	**Shot with Partner**	Dynamite	12	91Y-6038-00	data incomplete
78-J-483	PART/NONOP	DRJ	HOTCHKISS	3.53	0	Mesa Petroleum Co.	Partner	26%	2D	06/01/1977	**Shot with Partner**	Dynamite	12	91Y-6038-00	data incomplete
78-J-484	PART/NONOP	DRJ	HOTCHKISS	2.59	0	Mesa Petroleum Co.	Partner	26%	2D	06/01/1977	**Shot with Partner**	Dynamite	12	91Y-6038-00	data incomplete
AOE-001	PART/NONOP	COP	HOTCHKISS	6.3	0	Talisman Energy	Partner	21.25%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Sigma #00-35013	
AOE-002	PART/NONOP	COP	HOTCHKISS	5.27	0	Talisman Energy	Partner	21.25%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Sigma #00-35013	

Line_Number	Line_Id	Group_Id	Prospect_Name	Line_Length	Area_3D	Operator	Ownership_Type	MFC%	Survey_T	Date_Shot	Obtain_Method	Energy_Source	Fold	AFE NUMBER	NOTE
AOE-003	PART/NONOP	COP	HOTCHKISS	9.65	0	Talisman Energy	Partner	21.25%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Sigma #00-35013	
AOE-004	PART/NONOP	COP	HOTCHKISS	9.64	0	Talisman Energy	Partner	21.25%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Sigma #00-35013	
89-KB-2	PART/NONOP	COP	KAYBOB SOUTH	5.69	0	Nexen Energy ULC	Partner	10%	2D	06/01/1989	Shot with Partner	Vibroseis		91247	data incomplete
89-KB-3	PART/NONOP	COP	KAYBOB SOUTH	6.05	0	Nexen Energy ULC	Partner	10%	2D	06/01/1989	Shot with Partner	Vibroseis		91247	data incomplete
89-KB-4	PART/NONOP	COP	KAYBOB SOUTH	5.09	0	Nexen Energy ULC	Partner	10%	2D	06/01/1989	Shot with Partner	Vibroseis		91247	data incomplete
BRL-1-1	PART/OP	HOR	KILLAM NORTH	1.02	0	MFC Energy Corporatin (Car	Partner	50%	2D	03/01/2000	Shot with Partner	Dynamite	1825	20020 - Hornet	
BRL-1-2	PART/OP	HOR	KILLAM NORTH	2.22	0	MFC Energy Corporatin (Car	Partner	50%	2D	03/01/2000	Shot with Partner	Dynamite	1825	20020 - Hornet	
99HP1-01	PART/OP	HOR	LONG COULEE	3.42	0	MFC Energy Corporatin (Car	Partner	50%	2D	01/06/1999	Shot with Partner	Dynamite	2863	20029 - Hornet	
99HP1-02	PART/OP	HOR	LONG COULEE	3.24	0	MFC Energy Corporatin (Car	Partner	50%	2D	01/06/1999	Shot with Partner	Dynamite	2893	20029 - Hornet	
99HP1-03	PART/OP	HOR	LONG COULEE	4.02	0	MFC Energy Corporatin (Car	Partner	50%	2D	01/06/1999	Shot with Partner	Dynamite	2863	20029 - Hornet	
SWA-AT01-LC-04	PART/NONOP	CMT	LONG COULEE III	4.5	0	BlackPearl Resources Inc.	Partner	37.50%	2D	05/15/2001	Seismic / Land Option	Vibroseis	24	01S009	
SWA-AT01-LC-05	PART/NONOP	CMT	LONG COULEE III	6.54	0	BlackPearl Resources Inc.	Partner	37.50%	2D	05/15/2001	Seismic / Land Option	Vibroseis	2400	01S009	
2597	PART/NONOP	DRJ	LOVETT RIVER	7.12	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**		24	91Y-6053-00	
2598	PART/NONOP	DRJ	LOVETT RIVER	5.97	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**		24	91Y-6053-00	
2599	PART/NONOP	DRJ	LOVETT RIVER	7.06	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**		24	91Y-6053-00	
2600	PART/NONOP	DRJ	LOVETT RIVER	5.25	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**		24	91Y-6053-00	
#4-2297	PART/NONOP	DRJ	LOVETT RIVER	12.33	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	data incomplete
#4-2304	PART/NONOP	DRJ	LOVETT RIVER	5.6	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	data incomplete
#4-2305	PART/NONOP	DRJ	LOVETT RIVER	5.59	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	data incomplete
#4-2306	PART/NONOP	DRJ	LOVETT RIVER	2.57	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	data incomplete
#4-2308	PART/NONOP	DRJ	LOVETT RIVER	6.66	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	data incomplete
#4-2309	PART/NONOP	DRJ	LOVETT RIVER	6.17	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	data incomplete
#4-2310	PART/NONOP	DRJ	LOVETT RIVER	5.17	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	data incomplete
#4-2311	PART/NONOP	DRJ	LOVETT RIVER	3.96	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	data incomplete
#4-2312	PART/NONOP	DRJ	Lovett River	4.83	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	data incomplete
#4-2313	PART/NONOP	DRJ	LOVETT RIVER	7.89	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	data incomplete
3-508	PART/NONOP	DRJ	Lovett River	8.27	0	Shell Canada Ltd	Partner	50%	2D	01/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	
3-509	PART/NONOP	DRJ	Lovett River	6.42	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	
3-542	PART/NONOP	DRJ	LOVETT RIVER	3.81	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	
3-543	PART/NONOP	DRJ	LOVETT RIVER	6.58	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	
3-561	PART/NONOP	DRJ	LOVETT RIVER	7.42	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	
3-562	PART/NONOP	DRJ	LOVETT RIVER	6.91	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	
3-563	PART/NONOP	DRJ	LOVETT RIVER	8.68	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	
3-710	PART/NONOP	DRJ	LOVETT RIVER	5.55	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite		91Y-6053-00	
LR-10	PART/NONOP	DRJ	LOVETT RIVER	8.88	0	Shell Canada Ltd	Partner	50%	2D	06/01/1979	**Shot with Partner**	Dynamite	12	91Y-6053-00	data incomplete
AKJ-8801	PART/NONOP	JMH	MANYBERRIES	4.89	0	Co-enerco	Partner	30%	2D	01/03/1988	**Shot with Partner**	Dynamite	15	91S-72E-008	
H86-011	PART/NONOP	DRJ	MANYBERRIES	2.57	0	ARC Resources Ltd.	Partner	50%	2D	06/01/1986	**Shot with Partner**	Dynamite	15	91S-72E-008	data incomplete
H86-102	PART/NONOP	DRJ	MANYBERRIES	3.97	0	ARC Resources Ltd.	Partner	50%	2D	06/01/1986	**Shot with Partner**	Dynamite	15	91S-72E-008	data incomplete
H86-103	PART/NONOP	DRJ	MANYBERRIES	2.83	0	ARC Resources Ltd.	Partner	50%	2D	06/01/1986	**Shot with Partner**	Dynamite	15	91S-72E-008	data incomplete
H86-104	PART/NONOP	DRJ	MANYBERRIES	3.11	0	ARC Resources Ltd.	Partner	50%	2D	06/01/1986	**Shot with Partner**	Dynamite	15	91S-72E-008	data incomplete
H86-105	PART/NONOP	DRJ	MANYBERRIES	3.18	0	ARC Resources Ltd.	Partner	50%	2D	06/01/1986	**Shot with Partner**	Dynamite	15	91S-72E-008	data incomplete
MH-99-101	PART/NONOP	CMT	MARTEN HILLS	5.23	0	DEVON CANADA	Partner	2.93%	2D	06/01/1999	Shot with Partner	Dynamite	2200	29901	
MH-99-102	PART/NONOP	CMT	MARTEN HILLS	4.74	0	DEVON CANADA	Partner	2.93%	2D	06/01/1999	Shot with Partner	Dynamite	2200	29901	
MH-99-103	PART/NONOP	CMT	MARTEN HILLS	20.74	0	DEVON CANADA	Partner	2.93%	2D	06/01/1999	Shot with Partner	Dynamite	2200	29901	
MH-99-104	PART/NONOP	CMT	MARTEN HILLS	4.84	0	DEVON CANADA	Partner	2.93%	2D	06/01/1999	Shot with Partner	Dynamite	2200	29901	
MH-99-105	PART/NONOP	CMT	MARTEN HILLS	4.97	0	DEVON CANADA	Partner	2.93%	2D	06/01/1999	Shot with Partner	Dynamite	2200	29901	
MH-99-106	PART/NONOP	CMT	MARTEN HILLS	5.47	0	DEVON CANADA	Partner	2.93%	2D	06/01/1999	Shot with Partner	Dynamite	2200	29901	
MH-99-107	PART/NONOP	CMT	MARTEN HILLS	4.97	0	DEVON CANADA	Partner	2.93%	2D	06/01/1999	Shot with Partner	Dynamite	2200	29901	
MH-99-108	PART/NONOP	CMT	MARTEN HILLS	4.88	0	DEVON CANADA	Partner	2.93%	2D	06/01/1999	Shot with Partner	Dynamite	2200	29901	
MH-99-109	PART/NONOP	CMT	MARTEN HILLS	4.88	0	DEVON CANADA	Partner	2.93%	2D	06/01/1999	Shot with Partner	Dynamite	2200	29901	
MH-99-110	PART/NONOP	CMT	MARTEN HILLS	6.43	0	DEVON CANADA	Partner	2.93%	2D	06/01/1999	Shot with Partner	Dynamite	2200	29901	
MH-99-111	PART/NONOP	CMT	MARTEN HILLS	7.39	0	DEVON CANADA	Partner	2.93%	2D	06/01/1999	Shot with Partner	Dynamite	2200	29901	
MH-99-112	PART/NONOP	CMT	MARTEN HILLS	6.78	0	DEVON CANADA	Partner	2.93%	2D	06/01/1999	Shot with Partner	Dynamite	2200	29901	
MH-99-113	PART/NONOP	CMT	MARTEN HILLS	4.49	0	DEVON CANADA	Partner	2.93%	2D	06/01/1999	Shot with Partner	Dynamite	2200	29901	
AGVJ-93-1	PART/NONOP	HOR	MEANOOK	3.24	0	Enerplus Energy Ltd.	Partner	3.75%	2D	06/01/1994	Shot with Partner	Dynamite	15	303365(b)	
AGVJ-93-2	PART/NONOP	HOR	MEANOOK	3.3	0	Enerplus Energy Ltd.	Partner	3.75%	2D	06/01/1994	Shot with Partner	Dynamite	15	303365(b)	
SWA-ENI01-MED-10	PART/OP	CMT	MEDALLION	5.16	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	06/15/2001	Seismic / Land Option	Dynamite	2000	01S006	
SWA-ENI01-MED-11	PART/OP	CMT	MEDALLION	3.18	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	06/15/2001	Seismic / Land Option	Dynamite	2000	01S006	
SWA-ENI01-MED-12	PART/OP	CMT	MEDALLION	3.18	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	06/15/2001	Seismic / Land Option	Dynamite	2000	01S006	
SWA-ENI01-MED-14	PART/OP	CMT	MEDALLION	3.24	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	06/15/2001	Seismic / Land Option	Dynamite	2000	01S006	
SWA-ENI01-MED-20	PART/OP	CMT	MEDALLION PHASE II 2	5.58	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	09/01/2001	Seismic / Land Option	Dynamite	2000	01S016	
SWA-ENI01-MED-21	PART/OP	CMT	MEDALLION PHASE II 2	4.44	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	09/01/2001	Seismic / Land Option	Dynamite	2000	01S016	
SWA-ENI01-MED-22	PART/OP	CMT	MEDALLION PHASE II 2	3.6	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	09/01/2001	Seismic / Land Option	Dynamite	2000	01S016	
SWA-ENI01-MED-24	PART/OP	CMT	MEDALLION PHASE II 2	4.44	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	09/01/2001	Seismic / Land Option	Dynamite	2000	01S016	
SWA-ENI01-MED-25	PART/OP	CMT	MEDALLION PHASE II 2	4.02	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	09/01/2001	Seismic / Land Option	Dynamite	2000	01S016	
SWA-ENI01-MED-26	PART/OP	CMT	MEDALLION PHASE II 2	4.56	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	09/01/2001	Seismic / Land Option	Dynamite	2000	01S016	
SWA-ENI01-MED-27	PART/OP	CMT	MEDALLION PHASE II 2	4.68	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	09/01/2001	Seismic / Land Option	Dynamite	2000	01S016	
SWA-ENI01-MED-28	PART/OP	CMT	MEDALLION PHASE II 2	3.6	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	09/01/2001	Seismic / Land Option	Dynamite	2000	01S016	
SWA-ENI02-MED-30	PART/OP	CMT	MEDALLION PHASE III	2.57	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	06/01/2002	Seismic / Land Option	Vibroseis	2000	02S005	
SWA-ENI02-MED-31	PART/OP	CMT	MEDALLION PHASE III	3.95	0	Sinopec Daylight Energy Ltd	Partner	50%	2D	06/01/2002	Seismic / Land Option	Vibroseis	2000	02S005	
SWA-ENI02-MED-400	PART/NONOP	CMT	MEDALLION PHASE III	2.88	0	Sinopec Daylight Energy Ltd	Partner	75%	2D	06/01/2002	Seismic / Land Option	Vibroseis	3000	02S006	
93A04-01	PART/NONOP	JMH	MEEKWAP	4.53	0	Conocophilips Canada	Partner	4.82%	2D	03/01/1993	**Shot with Partner**			Footnote C	
93A04-02	PART/NONOP	JMH	MEEKWAP	4.72	0	Conocophilips Canada	Partner	4.82%	2D	03/01/1993	**Shot with Partner**			Footnote C	
93A04-03	PART/NONOP	JMH	MEEKWAP	9.01	0	Conocophilips Canada	Partner	4.82%	2D	03/01/1993	**Shot with Partner**			Footnote C	
GUL-8106-01	PART/NONOP	JMH	MEEKWAP	4.16	0	BELLATRIX	Partner	4.82%	2D		**Shot with Partner**			Footnote C	data incomplete

Line_Number	Line_Id	Group_Id	Prospect_Name	Line_Length	Area_3D	Operator	Ownership_Type	MFC%	Survey_T	Date_Shot	Obtain_Method	Energy_Source	Fold	AFE NUMBER	NOTE
GUL-8106-03	PART/NONOP	JMH	MEEKWAP	4.47	0	BELLATRIX	Partner	4.82%	2D		**Shot with Partner**			Footnote C	data incomplete
GUL-93G54-01	PART/NONOP	JMH	MEEKWAP	4.22	0	BELLATRIX	Partner	4.82%	2D		**Shot with Partner**			Footnote C	data incomplete
GUL-93G54-02	PART/NONOP	JMH	MEEKWAP	4.62	0	BELLATRIX	Partner	4.82%	2D		**Shot with Partner**			Footnote C	data incomplete
GUL-93G54-03	PART/NONOP	JMH	MEEKWAP	7.42	0	BELLATRIX	Partner	4.82%	2D		**Shot with Partner**			Footnote C	data incomplete
MEL-95-1	PART/OP	DRJ	MEL 95 2D	10.09	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1995	**Shot with Partner**	Dynamite	20	2981	
MEL-95-2	PART/OP	DRJ	MEL 95 2D	5.81	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1995	**Shot with Partner**	Dynamite	20	2981	
MEL-95-3	PART/OP	DRJ	MEL 95 2D	10.5	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1995	**Shot with Partner**	Dynamite	20	2981	
MEL-95-4	PART/OP	DRJ	MEL 95 2D	8.46	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1995	**Shot with Partner**	Dynamite	20	2981	
MEL-95-5	PART/OP	DRJ	MEL 95 2D	5.3	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1995	**Shot with Partner**	Dynamite	20	2981	
1AIK-204T31-2Y	PART/NONOP	JMH	Morrin	3.42	0	Talisman Energy	Partner	50%	2D	01/01/1986	Shot with Partner			2214-5	data incomplete
1AIK-204T31-5X	PART/NONOP	JMH	Morrin	4.05	0	Talisman Energy	Partner	50%	2D	01/01/1986	Shot with Partner			2214-5	data incomplete
1AIK-314R20-0.8	PART/NONOP	JMH	Morrin	3.97	0	Talisman Energy	Partner	50%	2D	01/01/1986	Shot with Partner			2214-5	data incomplete
ARQ-001	PART/NONOP	JMH	MORRIN	3.17	0	Talisman Energy	Partner	25%	2D	01/01/1984	Shot with Partner	Dynamite	12	91Y-3618	
AWC-001	PART/NONOP	COP	MORRIN	3.17	0	Talisman Energy	Partner	8.33%	2D	06/01/1984	Shot with Partner		1200	Footnote D	
AWC-002	PART/NONOP	COP	MORRIN	3.17	0	Talisman Energy	Partner	8.33%	2D	06/01/1984	Shot with Partner		1200	Footnote D	
IPC-90-004	PART/NONOP	HOR	Neutral Hills	3.16	0	Inuvialuit Petroleum	Partner	5.43%	2D	01/03/1990	Shot with Partner	Dynamite	1500	C21970 R-1	data incomplete
IPC-90-005	PART/NONOP	HOR	Neutral Hills	3.15	0	Inuvialuit Petroleum	Partner	5.43%	2D	01/03/1990	Shot with Partner	Dynamite	1500	C21970 R-1	data incomplete
IPC-90-006	PART/NONOP	HOR	Neutral Hills	3.23	0	Inuvialuit Petroleum	Partner	5.43%	2D	01/03/1990	Shot with Partner	Dynamite	1500	C21970 R-1	data incomplete
IPC-90-007	PART/NONOP	HOR	Neutral Hills	3.23	0	Inuvialuit Petroleum	Partner	5.43%	2D	01/03/1990	Shot with Partner	Dynamite	1500	C21970 R-1	data incomplete
IPC-91-105	PART/NONOP	HOR	NEUTRAL HILLS	5.74	0	Inuvialuit Petroleum	Partner	3.73%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23450 R-1	
IPC-91-106	PART/NONOP	HOR	NEUTRAL HILLS	5.15	0	Inuvialuit Petroleum	Partner	3.73%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23450 R-1	
IPC-91-107	PART/NONOP	HOR	NEUTRAL HILLS	2.52	0	Inuvialuit Petroleum	Partner	3.73%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23450 R-1	
IPC-91-108	PART/NONOP	HOR	NEUTRAL HILLS	5.45	0	Inuvialuit Petroleum	Partner	3.73%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23450 R-1	
IPC-91-109	PART/NONOP	HOR	NEUTRAL HILLS	5.45	0	Inuvialuit Petroleum	Partner	3.73%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23450 R-1	
IPC-91-110	PART/NONOP	HOR	NEUTRAL HILLS	5.5	0	Inuvialuit Petroleum	Partner	3.73%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23450 R-1	
IPC-91-111	PART/NONOP	HOR	NEUTRAL HILLS	3.18	0	Inuvialuit Petroleum	Partner	3.73%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23450 R-1	
IPC-91-112	PART/NONOP	HOR	NEUTRAL HILLS	3.47	0	Inuvialuit Petroleum	Partner	3.73%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23450 R-1	
IPC-91-113	PART/NONOP	HOR	NEUTRAL HILLS	3.53	0	Inuvialuit Petroleum	Partner	3.73%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23450 R-1	
IPC-91-114	PART/NONOP	HOR	NEUTRAL HILLS	2.16	0	Inuvialuit Petroleum	Partner	3.73%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23450 R-1	
IPC-91-115	PART/NONOP	HOR	NEUTRAL HILLS	3.52	0	Inuvialuit Petroleum	Partner	2.88%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23470	
IPC-91-116	PART/NONOP	HOR	NEUTRAL HILLS	5.25	0	Inuvialuit Petroleum	Partner	2.88%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23470	
IPC-91-117	PART/NONOP	HOR	NEUTRAL HILLS	3.53	0	Inuvialuit Petroleum	Partner	2.88%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23470	
IPC-91-118	PART/NONOP	HOR	NEUTRAL HILLS	3.59	0	Inuvialuit Petroleum	Partner	2.88%	2D	06/01/1991	Shot with Partner	Dynamite	1500	C23470	
IPC-91-201	PART/NONOP	HOR	NEUTRAL HILLS	2.02	0	Inuvialuit Petroleum	Partner	6.60%	2D	01/12/1991	**Shot with Partner**	Dynamite	1500	C220344121	
IPC-91-202	PART/NONOP	HOR	NEUTRAL HILLS	2.23	0	Inuvialuit Petroleum	Partner	6.60%	2D	01/12/1991	**Shot with Partner**	Dynamite	1500	C220344121	
IPC-91-203	PART/NONOP	HOR	NEUTRAL HILLS	2.14	0	Inuvialuit Petroleum	Partner	6.60%	2D	01/12/1991	**Shot with Partner**	Dynamite	1500	C220344121	
IPC-91-204	PART/NONOP	HOR	NEUTRAL HILLS	2.14	0	Inuvialuit Petroleum	Partner	6.60%	2D	01/12/1991	**Shot with Partner**	Dynamite	1500	C220344121	
IPC-91-205	PART/NONOP	HOR	NEUTRAL HILLS	1.75	0	Inuvialuit Petroleum	Partner	6.60%	2D	01/12/1991	**Shot with Partner**	Dynamite	1500	C220344121	
IPC-91-206	PART/NONOP	HOR	NEUTRAL HILLS	1.54	0	Inuvialuit Petroleum	Partner	6.60%	2D	01/12/1991	**Shot with Partner**	Dynamite	1500	C220344121	
IPC-91-207	PART/NONOP	HOR	NEUTRAL HILLS	1.91	0	Inuvialuit Petroleum	Partner	6.60%	2D	01/12/1991	**Shot with Partner**	Dynamite	1500	C220344121	
AKR-001	PART/NONOP	DRJ	NORTH HELMET	8.76	0	Dome Petroleum	Partner	13.90%	2D	06/01/1978	**Shot with Partner**	Dynamite	14	91Y-6044-01	data incomplete
AKR-003	PART/NONOP	DRJ	NORTH HELMET	6.65	0	Dome Petroleum	Partner	13.90%	2D	06/01/1978	**Shot with Partner**	Dynamite	14	91Y-6044-01	data incomplete
AKR-005	PART/NONOP	DRJ	NORTH HELMET	11.91	0	Dome Petroleum	Partner	13.90%	2D	06/01/1978	**Shot with Partner**	Dynamite	14	91Y-6044-01	data incomplete
AKR-006	PART/NONOP	DRJ	NORTH HELMET	12.08	0	Dome Petroleum	Partner	13.90%	2D	06/01/1978	**Shot with Partner**	Dynamite	14	91Y-6044-01	data incomplete
AKR-007	PART/NONOP	DRJ	NORTH HELMET	12.2	0	Dome Petroleum	Partner	13.90%	2D	06/01/1978	**Shot with Partner**	Dynamite	14	91Y-6044-01	data incomplete
AKR-008	PART/NONOP	DRJ	NORTH HELMET	17.02	0	Dome Petroleum	Partner	13.90%	2D	06/01/1978	**Shot with Partner**	Dynamite	14	91Y-6044-01	data incomplete
IPC-92-001	PART/NONOP	HOR	Nosehill	4.87	0	Inuvialuit Petroleum	Partner	25%	2D	01/03/1992	Shot with Partner	Dynamite	1500	C221514182	data incomplete
IPC-92-002	PART/NONOP	HOR	Nosehill	4.86	0	Inuvialuit Petroleum	Partner	25%	2D	01/03/1992	Shot with Partner	Dynamite	1500	C221514182	data incomplete
IPC-92-003	PART/NONOP	HOR	Nosehill	5.59	0	Inuvialuit Petroleum	Partner	25%	2D	01/03/1992	Shot with Partner	Dynamite	1500	C221514182	data incomplete
IPC-92-004	PART/NONOP	HOR	Nosehill	5.43	0	Inuvialuit Petroleum	Partner	25%	2D	01/03/1992	Shot with Partner	Dynamite	1500	C221514182	data incomplete
IPC-92-005	PART/NONOP	HOR	Nosehill	5.73	0	Inuvialuit Petroleum	Partner	25%	2D	01/03/1992	Shot with Partner	Dynamite	1500	C221514182	data incomplete
IPC-92-006	PART/NONOP	HOR	Nosehill	5.66	0	Inuvialuit Petroleum	Partner	25%	2D	01/03/1992	Shot with Partner	Dynamite	1500	C221514182	data incomplete
IPC-92-007	PART/NONOP	HOR	Nosehill	4.85	0	Inuvialuit Petroleum	Partner	25%	2D	01/03/1992	Shot with Partner	Dynamite	1500	C221514182	data incomplete
IPC-92-008	PART/NONOP	HOR	Nosehill	4.85	0	Inuvialuit Petroleum	Partner	25%	2D	01/03/1992	Shot with Partner	Dynamite	1500	C221514182	data incomplete
IPC-92-009	PART/NONOP	HOR	Nosehill	4.85	0	Inuvialuit Petroleum	Partner	25%	2D	01/03/1992	Shot with Partner	Dynamite	1500	C221514182	data incomplete
IPC-92-010	PART/NONOP	HOR	Nosehill	4.84	0	Inuvialuit Petroleum	Partner	25%	2D	01/03/1992	Shot with Partner	Dynamite	1500	C221514182	data incomplete
ACR-006	PART/NONOP	COP	OBED	2.59	0	Talisman Energy	Partner	18.75%	2D	01/09/1969	Shot with Partner			Footnote E	
ACR-007	PART/NONOP	COP	OBED	3.04	0	Talisman Energy	Partner	18.75%	2D	01/08/1969	Shot with Partner			Footnote E	
ACR-008	PART/NONOP	COP	OBED	2.58	0	Talisman Energy	Partner	18.75%	2D	01/11/1969	Shot with Partner			Footnote E	
ACR-009	PART/NONOP	COP	OBED	5.05	0	Talisman Energy	Partner	18.75%	2D	01/11/1969	Shot with Partner			Footnote E	
ACR-010	PART/NONOP	COP	OBED	5.9	0	Talisman Energy	Partner	18.75%	2D	01/11/1969	Shot with Partner			Footnote E	
ACR-011	PART/NONOP	COP	OBED	6.09	0	Talisman Energy	Partner	18.75%	2D	01/09/1969	Shot with Partner			Footnote E	data incomplete
ACR-012	PART/NONOP	COP	OBED	8.14	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner			Footnote E	data incomplete
ACR-013	PART/NONOP	COP	OBED	12.98	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner			Footnote E	data incomplete
ACR-014	PART/NONOP	COP	OBED	2.96	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner			Footnote E	
ACR-015	PART/NONOP	COP	OBED	12.3	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner			Footnote E	data incomplete
ACR-016	PART/NONOP	COP	OBED	6.11	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner			Footnote E	data incomplete
ACR-017	PART/NONOP	COP	OBED	1.97	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner			Footnote E	data incomplete
ACR-018	PART/NONOP	COP	OBED	1.62	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner			Footnote E	data incomplete
ACR-019	PART/NONOP	COP	OBED	6.22	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner			Footnote E	
ACR-020	PART/NONOP	COP	OBED	4.58	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner			Footnote E	
ACV-001	PART/NONOP	COP	OBED	3.8	0	Unknown	Partner	8.33%	2D	06/01/1969	**Shot with Partner**			Footnote E	data incomplete
ACV-002	PART/NONOP	COP	OBED	4.4	0	Unknown	Partner	8.33%	2D	06/01/1969	**Shot with Partner**			Footnote E	data incomplete
ACV-003	PART/NONOP	COP	OBED	3.07	0	Unknown	Partner	8.33%	2D	06/01/1969	**Shot with Partner**			Footnote E	data incomplete
ACV-004	PART/NONOP	COP	OBED	2.92	0	Unknown	Partner	8.33%	2D	06/01/1969	**Shot with Partner**			Footnote E	data incomplete

Line_Number	Line_Id	Group_Id	Prospect_Name	Line_Length	Area_3D	Operator	Ownership_Type	MFC%	Survey_T	Date_Shot	Obtain_Method	Energy_Source	Fold	AFE NUMBER	NOTE
ACV-005	PART/NONOP	COP	OBED	3.98	0	Unknown	Partner	8.33%	2D	06/01/1969	**Shot with Partner**			Footnote E	data incomplete
ACV-006	PART/NONOP	COP	OBED	2.76	0	Unknown	Partner	8.33%	2D	06/01/1969	**Shot with Partner**			Footnote E	data incomplete
SWA-2003-601	PART/OP	CMT	PARKLAND	8.1	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/2003	Shot with Partner	Dynamite	6000	SE03488	
SWA-2003-602	PART/OP	CMT	PARKLAND	6.42	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/2003	Shot with Partner	Dynamite	6000	SE03488	
TL-85-21 (342)	PART/NONOP	COP	Pinto Creek	7.37	0	TAQA North Ltd.	Partner	50%	2D	01/01/1985	**Shot with Partner**			1-009-5	data incomplete
TL-85-22 (343)	PART/NONOP	COP	Pinto Creek	5.28	0	TAQA North Ltd.	Partner	50%	2D	01/01/1985	**Shot with Partner**			1-009-5	data incomplete
60-88	PART/NONOP	JMH	PROGRESS	3.19	0	Shell Canada Ltd	Partner	18.36%	2D	03/02/1989	**Shot with Partner**	Dynamite	60	Unit Agree/Progress Halfway G	
66-67	PART/NONOP	JMH	PROGRESS	5.24	0	Shell Canada Ltd	Partner	18.36%	2D	02/01/1989	**Shot with Partner**	Vibroseis	60	Unit Agree/Progress Halfway Gas Unit	
98-412	PART/NONOP	JMH	PROGRESS	6.84	0	Norcen Energy	Partner	21.73%	2D	01/03/1998	Shot with Partner	Dynamite	33	103522	
98-413	PART/NONOP	JMH	PROGRESS	7.78	0	Norcen Energy	Partner	21.73%	2D	01/03/1998	Shot with Partner	Dynamite	33	103522	
98-414	PART/NONOP	JMH	PROGRESS	4.88	0	Norcen Energy	Partner	21.73%	2D	01/03/1998	Shot with Partner	Dynamite	33	103522	
98-416	PART/NONOP	JMH	PROGRESS	6.62	0	Norcen Energy	Partner	21.73%	2D	01/03/1998	Shot with Partner	Dynamite	33	103522	
98-417	PART/NONOP	JMH	PROGRESS	6.44	0	Norcen Energy	Partner	21.73%	2D	01/03/1998	Shot with Partner	Dynamite	33	103522	
SR-89-01	PART/OP	DRJ	RAINBOW SOUTH	4.46	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1989	Shot with Partner	Vibroseis	15	exca l 790	
SR-89-02	PART/OP	DRJ	RAINBOW SOUTH	6.76	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1989	Shot with Partner	Dynamite	15	exca l 790	
AEK-003	PART/NONOP	COP	Red Earth	13.01	0	Talisman Energy	Partner	16.67%	2D	01/03/1981	Shot with Partner			Footnote F	
AEK-004	PART/NONOP	COP	Red Earth	12.28	0	Talisman Energy	Partner	16.67%	2D	01/03/1981	Shot with Partner			Footnote F	data incomplete
AEK-005	PART/NONOP	COP	Red Earth	11.76	0	Talisman Energy	Partner	16.67%	2D	01/02/1981	Shot with Partner			Footnote F	
AII-004	PART/NONOP	COP	RED EARTH	3.22	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner		600	9054	data incomplete
AII-005	PART/NONOP	COP	RED EARTH	2.43	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner		600	9054	data incomplete
AII-006	PART/NONOP	COP	RED EARTH	7.65	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner		600	9054	data incomplete
AII-008	PART/NONOP	COP	RED EARTH	4.84	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner		600	9054	data incomplete
AII-010	PART/NONOP	COP	RED EARTH	4.83	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner		600	9054	data incomplete
AII-012	PART/NONOP	COP	RED EARTH	4.82	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner		600	9054	data incomplete
AII-014	PART/NONOP	COP	RED EARTH	6.46	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner		600	9054	data incomplete
AII-016	PART/NONOP	COP	RED EARTH	4.85	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner		600	9054	data incomplete
AII-018	PART/NONOP	COP	RED EARTH	6.32	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner		600	9054	data incomplete
AII-022	PART/NONOP	COP	RED EARTH	1.21	0	Talisman Energy	Partner	18.75%	2D	06/01/1969	Shot with Partner		600	9054	data incomplete
H85-01	PART/OP	DRJ	RED EARTH	7.51	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1985	**Shot with Partner**	Dynamite	16	91X-6601	
1	PART/OP	DRJ	ROSEVEAR	3.59	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/1979	**Shot with Partner**	Geogel	12	91X-6050-00	
87-620	PART/NONOP	COP	ROYCE	8.57	0	DEVON CANADA	Partner	40%	2D	06/01/1987	Shot with Partner	Vibroseis	24	Devon Operated - Royce Area	
87-624	PART/NONOP	COP	ROYCE	17.79	0	DEVON CANADA	Partner	40%	2D	06/01/1987	Shot with Partner	Vibroseis	24	91Y-4605-00	
BV84-6	PART/NONOP	DRJ	RYCROFT	6.14	0	DEVON CANADA	Partner	33.30%	2D	06/01/1984	**Shot with Partner**	Dynamite	16	91Y-6105-00	data incomplete
81-811	PART/NONOP	DRJ	SENEX CREEK	24.05	0	ExxonMobli Canada Resour	Partner	50%	2D	06/01/1981	**Shot with Partner**	Dynamite	12	91Y-6105-00	data incomplete
81-812	PART/NONOP	DRJ	SENEX CREEK	8.79	0	ExxonMobli Canada Resour	Partner	50%	2D	06/01/1981	**Shot with Partner**	Dynamite	12	91Y-6105-00	data incomplete
81-813	PART/NONOP	DRJ	SENEX CREEK	8.3	0	ExxonMobli Canada Resour	Partner	50%	2D	06/01/1981	**Shot with Partner**	Dynamite	12	91Y-6105-00	data incomplete
81-814	PART/NONOP	DRJ	SENEX CREEK	6.05	0	ExxonMobli Canada Resour	Partner	50%	2D	06/01/1981	**Shot with Partner**	Dynamite	12	91Y-6105-00	data incomplete
81-815A	PART/NONOP	DRJ	SENEX CREEK	3.03	0	ExxonMobli Canada Resour	Partner	50%	2D	06/01/1981	**Shot with Partner**	Dynamite	12	91Y-6105-00	data incomplete
81-815B	PART/NONOP	DRJ	SENEX CREEK	5.61	0	ExxonMobli Canada Resour	Partner	50%	2D	06/01/1981	**Shot with Partner**	Dynamite	12	91Y-6105-00	data incomplete
FH-93-001	PART/NONOP	STY	SHEARERDALE	5.62	0	PULSE SEISMIC INC.	Partner	10.50%	2D	05/01/1993	**Shot with Partner**			Footnote G	
FH-93-002	PART/NONOP	STY	SHEARERDALE	3.94	0	PULSE SEISMIC INC.	Partner	10.50%	2D	09/13/1993	**Shot with Partner**			Footnote G	
FH-93-003	PART/NONOP	STY	SHEARERDALE	1.93	0	PULSE SEISMIC INC.	Partner	10.50%	2D	09/01/1993	**Shot with Partner**			Footnote G	
FH-93-003_004	PART/NONOP	STY	SHEARERDALE	1.93	0	PULSE SEISMIC INC.	Partner	10.50%	2D	09/01/1993	**Shot with Partner**			Footnote G	
FH-93-004	PART/NONOP	STY	SHEARERDALE	3.33	0	PULSE SEISMIC INC.	Partner	10.50%	2D	09/01/1993	**Shot with Partner**			Footnote G	
FH-93-004_005	PART/NONOP	STY	SHEARERDALE	3.33	0	PULSE SEISMIC INC.	Partner	10.50%	2D	09/01/1993	**Shot with Partner**			Footnote G	
FH-93-005	PART/NONOP	STY	SHEARERDALE	3.6	0	PULSE SEISMIC INC.	Partner	10.50%	2D	09/14/1993	**Shot with Partner**			Footnote G	
FH-93-006	PART/NONOP	STY	SHEARERDALE	5.63	0	PULSE SEISMIC INC.	Partner	10.50%	2D	10/12/1993	**Shot with Partner**			Footnote G	
94BC-125	PART/NONOP	DRJ	SIERRA NORTH	12.48	0	DEVON CANADA	Partner	50%	2D	06/01/1994	**Shot with Partner**	Dynamite	35	2609	data incomplete
94BC-126	PART/NONOP	DRJ	SIERRA NORTH	6.19	0	DEVON CANADA	Partner	50%	2D	06/01/1994	**Shot with Partner**	Dynamite	35	2609	data incomplete
94BC-127	PART/NONOP	DRJ	SIERRA NORTH	5.88	0	DEVON CANADA	Partner	50%	2D	06/01/1994	**Shot with Partner**	Dynamite	35	2609	data incomplete
94BC-129	PART/NONOP	DRJ	SIERRA NORTH	6.49	0	DEVON CANADA	Partner	50%	2D	06/01/1994	**Shot with Partner**	Dynamite	35	2609	data incomplete
94BC-143	PART/NONOP	DRJ	SIERRA NORTH	7.63	0	DEVON CANADA	Partner	50%	2D	06/01/1994	**Shot with Partner**	Dynamite	35	2609	data incomplete
94BC-144	PART/NONOP	DRJ	SIERRA NORTH	6.01	0	DEVON CANADA	Partner	50%	2D	06/01/1994	**Shot with Partner**	Dynamite	35	2609	data incomplete
94BC-145	PART/NONOP	DRJ	SIERRA NORTH	5.95	0	DEVON CANADA	Partner	50%	2D	06/01/1994	**Shot with Partner**	Dynamite	35	2609	data incomplete
1	PART/NONOP	JMH	Simonette	35.19	0	DEVON CANADA	Partner	25%	2D	02/01/1970	**Shot with Partner**	Dynamite	6	77093	data incomplete
2	PART/NONOP	DRJ	Simonette	14.73	0	DEVON CANADA	Partner	25%	2D	06/01/1970	**Shot with Partner**	Dynamite	6	77093	data incomplete
3	PART/NONOP	DRJ	Simonette	7.93	0	DEVON CANADA	Partner	25%	2D	06/01/1970	**Shot with Partner**	Dynamite	6	77093	data incomplete
4	PART/NONOP	DRJ	Simonette	8.74	0	DEVON CANADA	Partner	25%	2D	06/01/1970	**Shot with Partner**	Dynamite	6	77093	data incomplete
5	PART/NONOP	JMH	Simonette	2.15	0	DEVON CANADA	Partner	25%	2D	02/01/1970	**Shot with Partner**	Dynamite	6	77093	data incomplete
6	PART/NONOP	JMH	Simonette	9.91	0	DEVON CANADA	Partner	25%	2D	09/01/1970	**Shot with Partner**	Dynamite	6	77093	data incomplete
7	PART/NONOP	JMH	Simonette	6.97	0	DEVON CANADA	Partner	25%	2D	02/01/1970	**Shot with Partner**	Dynamite	6	77093	data incomplete
8	PART/NONOP	JMH	Simonette	7.26	0	DEVON CANADA	Partner	25%	2D	02/01/1970	**Shot with Partner**	Dynamite	6	77093	data incomplete
9	PART/NONOP	DRJ	Simonette	8.76	0	DEVON CANADA	Partner	25%	2D	06/01/1970	**Shot with Partner**	Dynamite	6	77093	data incomplete
10	PART/NONOP	JMH	Simonette	4.42	0	DEVON CANADA	Partner	25%	2D	09/01/1970	**Shot with Partner**	Dynamite	6	77094	data incomplete
12	PART/NONOP	DRJ	Simonette	5.39	0	DEVON CANADA	Partner	25%	2D	06/01/1970	**Shot with Partner**	Dynamite	6	77094	data incomplete
1	PART/NONOP	COP	SPIRIT RIVER	8.58	0	TAQA North Ltd.	Partner	25%	2D	11/01/1982	Shot with Partner			10082 (R)	data incomplete
2	PART/NONOP	COP	SPIRIT RIVER	5.08	0	TAQA North Ltd.	Partner	25%	2D	11/01/1982	Shot with Partner			10082 (R)	data incomplete
3	PART/NONOP	COP	SPIRIT RIVER	8.17	0	TAQA North Ltd.	Partner	25%	2D	11/28/1982	Shot with Partner	Dynamite		10082 (R)	data incomplete
4	PART/NONOP	COP	SPIRIT RIVER	9.78	0	TAQA North Ltd.	Partner	25%	2D	11/01/1982	**Shot with Partner**			10082 (R)	data incomplete
619	PART/NONOP	DRJ	SPIRIT RIVER	10.37	0	Pacific	Partner	33.30%	2D	06/01/1976	**Shot with Partner**	Dynamite	6	91Y-6023-00	
620	PART/NONOP	DRJ	SPIRIT RIVER	8.87	0	Pacific	Partner	33.30%	2D	06/01/1976	**Shot with Partner**	Dynamite	6	91Y-6023-00	
621	PART/NONOP	DRJ	SPIRIT RIVER	9.1	0	Pacific	Partner	33.30%	2D	06/01/1976	**Shot with Partner**	Dynamite	6	91Y-6023-00	
622	PART/NONOP	DRJ	SPIRIT RIVER	6.39	0	Pacific	Partner	33.30%	2D	06/01/1976	**Shot with Partner**	Dynamite	6	91Y-6023-00	
623	PART/NONOP	DRJ	SPIRIT RIVER	7.22	0	Pacific	Partner	33.30%	2D	06/01/1976	**Shot with Partner**	Dynamite	6	91Y-6023-00	

Line_Number	Line_Id	Group_Id	Prospect_Name	Line_Length	Area_3D	Operator	Ownership_Type	MFC%	Survey_T	Date_Shot	Obtain_Method	Energy_Source	Fold	AFE NUMBER	NOTE
TS-1	PART/NONOP	COP	Spur	13.51	0	TAQA North Ltd.	Partner	33.30%	2D	02/02/1984	Shot with Partner		2400	1-024-1	
AWM-001	PART/NONOP	COP	Standard West	15.49	0	Talisman Energy	Partner	8.33%	2D	06/01/1980	Shot with Partner			Footnote H	data incomplete
AWM-002	PART/NONOP	COP	Standard West	12.58	0	Talisman Energy	Partner	8.33%	2D	06/01/1980	Shot with Partner			Footnote H	data incomplete
AWM-003	PART/NONOP	COP	Standard West	6.41	0	Talisman Energy	Partner	8.33%	2D	06/01/1980	Shot with Partner			Footnote H	data incomplete
AWM-004	PART/NONOP	COP	Standard West	10.41	0	Talisman Energy	Partner	8.33%	2D	06/01/1980	Shot with Partner			Footnote H	data incomplete
AWM-005	PART/NONOP	COP	Standard West	5.61	0	Talisman Energy	Partner	8.33%	2D	06/01/1980	Shot with Partner			Footnote H	data incomplete
S-2000-002	PART/OP	CMT	STAVELY	17.18	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/2000	Shot with Partner	Vibroseis	60	20030	
S-99-001	PART/NONOP	CMT	STAVELY	5.49	0	Post Energy	Partner	50%	2D	06/01/1999	Shot with Partner	Vibroseis	4000	29022	
S-99-005	PART/NONOP	CMT	STAVELY	6.19	0	Post Energy	Partner	50%	2D	06/01/1999	Shot with Partner	Vibroseis	4000	29022	
S-99-005A	PART/NONOP	CMT	STAVELY	2.53	0	Post Energy	Partner	50%	2D	06/01/1999	Shot with Partner	Vibroseis	4000	29022	
2004-THO-03	PART/OP	STY	THORHILD	8.11	0	MFC Energy Corporatin (Car	Partner	50%	2D	07/01/2004	Shot with Partner	Dynamite	1800	A00559	
2004-THO-06	PART/OP	STY	THORHILD	4.86	0	MFC Energy Corporatin (Car	Partner	50%	2D	07/01/2004	Shot with Partner	Dynamite	1800	A00559	
83Q-1	PART/NONOP	COP	Three Hills	7.81	0	Murphy Oil Company	Partner	3.63%	2D	01/01/1983	**Shot with Partner**	Dynamite		G-699	data incomplete
83Q-2	PART/NONOP	COP	Three Hills	3.89	0	Murphy Oil Company	Partner	3.63%	2D	01/01/1983	**Shot with Partner**	Dynamite		G-699	data incomplete
83Q-3	PART/NONOP	COP	Three Hills	6.94	0	Murphy Oil Company	Partner	3.63%	2D	01/01/1983	**Shot with Partner**	Dynamite		G-699	data incomplete
83Q-4	PART/NONOP	COP	Three Hills	10.7	0	Murphy Oil Company	Partner	3.63%	2D	01/01/1983	**Shot with Partner**	Dynamite		G-699	data incomplete
83Q-5	PART/NONOP	COP	Three Hills	6.9	0	Murphy Oil Company	Partner	3.63%	2D	01/01/1983	**Shot with Partner**	Dynamite		G-699	data incomplete
83Q-6	PART/NONOP	COP	Three Hills	4.29	0	Murphy Oil Company	Partner	3.63%	2D	01/01/1983	**Shot with Partner**	Dynamite		G-699	data incomplete
83Q-7	PART/NONOP	COP	Three Hills	7.29	0	Murphy Oil Company	Partner	3.63%	2D	01/01/1983	**Shot with Partner**	Dynamite		G-699	data incomplete
SWA-2001-1	PART/OP	CMT	TONGUE CREEK	3.28	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/2001	Shot with Partner	Vibroseis	6000	21032	
SWA-2001-2	PART/OP	CMT	TONGUE CREEK	6.5	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/2001	Shot with Partner	Vibroseis	6000	21032	
SWA-2001-3	PART/OP	CMT	TONGUE CREEK	6.48	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/2001	Shot with Partner	Vibroseis	6000	21032	
SWA-2001-4	PART/OP	CMT	TONGUE CREEK	5.95	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/2001	Shot with Partner	Vibroseis	60	21032	
AKS-001	PART/NONOP	COP	Trochu	10.82	0	Talisman Energy	Partner	8.33%	2D	06/01/1992	**Shot with Partner**		1200	Footnote H	
AKS-002	PART/NONOP	COP	Trochu	8.52	0	Talisman Energy	Partner	8.33%	2D	06/01/1992	**Shot with Partner**		1200	Footnote H	
AKS-003	PART/NONOP	COP	Trochu	7.4	0	Talisman Energy	Partner	8.33%	2D	06/01/1992	**Shot with Partner**		1200	Footnote H	
AKS-004	PART/NONOP	COP	Trochu	13.76	0	Talisman Energy	Partner	8.33%	2D	06/01/1992	**Shot with Partner**		1200	Footnote H	
AKS-006	PART/NONOP	COP	Trochu	9.1	0	Talisman Energy	Partner	8.33%	2D	06/01/1992	**Shot with Partner**		1200	Footnote H	
AKS-007	PART/NONOP	COP	Trochu	9.91	0	Talisman Energy	Partner	8.33%	2D	06/01/1992	**Shot with Partner**		1200	Footnote H	
AOR-001	PART/NONOP	COP	TROCHU	3.32	0	Talisman Energy	Partner	8.33%	2D	06/01/1983	Shot with Partner	Dynamite	1200	A13104	
AOR-002	PART/NONOP	COP	TROCHU	3.18	0	Talisman Energy	Partner	8.33%	2D	06/01/1983	Shot with Partner	Dynamite	1200	A13104	
AOR-003	PART/NONOP	COP	TROCHU	3.16	0	Talisman Energy	Partner	8.33%	2D	06/01/1983	Shot with Partner	Dynamite	1200	A13104	
AOR-004	PART/NONOP	COP	TROCHU	2.77	0	Talisman Energy	Partner	8.33%	2D	06/01/1983	Shot with Partner	Dynamite	1200	A13104	
SWA-2000-02	PART/OP	CMT	TSUU TINA	10.8	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/2000	Shot with Partner	Vibroseis	6000	20046	
SWA-2000-03	PART/OP	CMT	TSUU TINA	10.62	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/2000	Shot with Partner	Vibroseis	6000	20046	
SWA-2000-07	PART/OP	CMT	TSUU TINA	13.45	0	MFC Energy Corporatin (Car	Partner	50%	2D	06/01/2000	Shot with Partner	Vibroseis	6000	20046	
AHL-001	PART/NONOP	COP	UNKNOWN	9.81	0	Unknown	Partner	8.33%	2D	06/01/1968	Shot with Partner			Footnote H	data incomplete
AHL-003	PART/NONOP	COP	UNKNOWN	12.98	0	Unknown	Partner	8.33%	2D	06/01/1968	Shot with Partner			Footnote H	data incomplete
AHL-005	PART/NONOP	COP	UNKNOWN	7.99	0	Unknown	Partner	8.33%	2D	06/01/1968	Shot with Partner			Footnote H	data incomplete
AHL-006	PART/NONOP	COP	UNKNOWN	6.45	0	Unknown	Partner	8.33%	2D	06/01/1968	Shot with Partner			Footnote H	data incomplete
AHL-008	PART/NONOP	COP	UNKNOWN	11.57	0	Unknown	Partner	8.33%	2D	06/01/1968	Shot with Partner			Footnote H	data incomplete
AHL-009	PART/NONOP	COP	UNKNOWN	2.7	0	Unknown	Partner	8.33%	2D	06/01/1968	Shot with Partner			Footnote H	data incomplete
AHL-010	PART/NONOP	COP	UNKNOWN	6.38	0	Unknown	Partner	8.33%	2D	06/01/1968	Shot with Partner			Footnote H	data incomplete
1	PART/NONOP	DRJ	VARDIE	12.02	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
2	PART/NONOP	DRJ	VARDIE	7.87	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
3	PART/NONOP	DRJ	VARDIE	8.37	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
4	PART/NONOP	DRJ	VARDIE	6.71	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
5	PART/NONOP	JMH	VARDIE	4.98	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
6	PART/NONOP	JMH	VARDIE	5.52	0	DEVON CANADA	Partner	50%	2D	01/06/1967	Shot with Partner			CSO84M-351	data incomplete
7	PART/NONOP	JMH	VARDIE	n/a	0	DEVON CANADA	Partner	50%	2D	01/06/1967	Shot with Partner			CSO84M-351	data incomplete
8	PART/NONOP	JMH	VARDIE	2.61	0	DEVON CANADA	Partner	50%	2D	01/06/1967	Shot with Partner			CSO84M-351	data incomplete
9	PART/NONOP	DRJ	VARDIE	6.19	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
10	PART/NONOP	DRJ	VARDIE	3.76	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
11	PART/NONOP	DRJ	VARDIE	4.78	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
12	PART/NONOP	DRJ	VARDIE	5.11	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
13	PART/NONOP	DRJ	VARDIE	7.94	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
14	PART/NONOP	DRJ	VARDIE	4.77	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
15	PART/NONOP	DRJ	VARDIE	3.11	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
16	PART/NONOP	DRJ	VARDIE	n/a	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
17	PART/NONOP	JMH	VARDIE	5.01	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
18	PART/NONOP	DRJ	VARDIE	4.43	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
19	PART/NONOP	DRJ	VARDIE	6.55	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
20	PART/NONOP	DRJ	VARDIE	7.36	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
21	PART/NONOP	DRJ	VARDIE	5.27	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Shot with Partner			CSO84M-351	data incomplete
3YA	PART/NONOP	COP	VELDT	5.03	0	Chevron Canada	Partner	25%	2D	06/01/1983	Shot with Partner	Dynamite	12	11-83-104	
28CC	PART/NONOP	COP	WARDEN	4.61	0	Chevron Canada	Partner	25%	2D	06/01/1983	Shot with Partner	Dynamite	12	11-83-104	
93A	PART/NONOP	COP	WARDEN	4.62	0	Chevron Canada	Partner	25%	2D	06/01/1983	Shot with Partner	Dynamite	12	11-83-104	
93C	PART/NONOP	COP	WARDEN	4.74	0	Chevron Canada	Partner	25%	2D	06/01/1983	Shot with Partner	Dynamite	12	11-83-104	
18	PART/NONOP	DRJ	West Windfall	4.58	0	Union Pacific	Partner	25%	2D	06/01/1970	**Shot with Partner**	Dynamite	6	77095	data incomplete
19	PART/NONOP	DRJ	West Windfall	7.51	0	Union Pacific	Partner	25%	2D	06/01/1970	**Shot with Partner**	Dynamite	6	77095	data incomplete
20	PART/NONOP	DRJ	West Windfall	4.81	0	Union Pacific	Partner	25%	2D	06/01/1970	**Shot with Partner**	Dynamite	6	77095	data incomplete
21	PART/NONOP	DRJ	West Windfall	8.58	0	Union Pacific	Partner	25%	2D	06/01/1970	**Shot with Partner**	Dynamite	6	77095	data incomplete
92A07-01	PART/NONOP 6390	JMH	WESTEROSE	4.69	0	Conocophilips Canada	Partner	less than 1%	2D	01/02/1992	Shot with Partner	Dynamite	2400	72208	
AJC-001	PART/NONOP	COP	WHITEFISH LAKE	2.32	0	Talisman Energy	Partner	10%	2D	06/01/1978	Shot with Partner	Dynamite	600	N/A	data incomplete
AJC-002	PART/NONOP	COP	WHITEFISH LAKE	4.77	0	Talisman Energy	Partner	10%	2D	06/01/1978	Shot with Partner	Dynamite	600	N/A	data incomplete

Line_Number	Line_Id	Group_Id	Prospect_Name	Line_Length	Area_3D	Operator	Ownership_Type	MFC%	Survey_T	Date_Shot	Obtain_Method	Energy_Source	Fold	AFE NUMBER	NOTE
AJC-003	PART/NONOP	COP	WHITEFISH LAKE	6.78	0	Talisman Energy	Partner	10%	2D	06/01/1978	Shot with Partner	Dynamite	600	N/A	data incomplete
AJC-004	PART/NONOP	COP	WHITEFISH LAKE	3.03	0	Talisman Energy	Partner	10%	2D	06/01/1978	Shot with Partner	Dynamite	600	N/A	data incomplete
AJC-005	PART/NONOP	COP	WHITEFISH LAKE	2.8	0	Talisman Energy	Partner	10%	2D	06/01/1978	Shot with Partner	Dynamite	600	N/A	data incomplete
AJC-006	PART/NONOP	COP	WHITEFISH LAKE	6.54	0	Talisman Energy	Partner	10%	2D	06/01/1978	Shot with Partner	Dynamite	600	N/A	data incomplete
AJC-007	PART/NONOP	COP	WHITEFISH LAKE	6.42	0	Talisman Energy	Partner	10%	2D	06/01/1978	**Shot with Partner**	Dynamite	600	N/A	data incomplete
HOR2001-WILCK-5	PART/OP	HOR	WILSON CREEK	4.81	0	MFC Energy Corporatin (Car	Partner	95%	2D	06/01/2001	**Shot with Partner**	Dynamite	5000	20101	
HOR2001-WILCK-7	PART/OP	HOR	WILSON CREEK	3.42	0	MFC Energy Corporatin (Car	Partner	95%	2D	06/01/2001	**Shot with Partner**	Dynamite	5000	20101	
YT-1	PART/NONOP	COP	YOUNGSTOWN	17.25	0	Petroventures	Partner	33.30%	2D	06/01/1978	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-105	PART/NONOP	COP	YOUNGSTOWN	17.68	0	Petroventures	Partner	33.30%	2D	06/01/1980	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-107	PART/NONOP	COP	YOUNGSTOWN	16.9	0	Petroventures	Partner	33.30%	2D	06/01/1980	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-113	PART/NONOP	COP	YOUNGSTOWN	6.87	0	Petroventures	Partner	33.30%	2D	06/01/1980	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-114	PART/NONOP	COP	YOUNGSTOWN	9.92	0	Petroventures	Partner	33.30%	2D	06/01/1980	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-115	PART/NONOP	COP	YOUNGSTOWN	6.47	0	Petroventures	Partner	33.30%	2D	06/01/1980	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-123	PART/NONOP	COP	YOUNGSTOWN	4.75	0	Petroventures	Partner	33.30%	2D	06/01/1980	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-124	PART/NONOP	COP	YOUNGSTOWN	4.9	0	Petroventures	Partner	33.30%	2D	06/01/1980	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-131	PART/NONOP	COP	YOUNGSTOWN	5.57	0	Petroventures	Partner	33.30%	2D	06/01/1980	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-132	PART/NONOP	COP	YOUNGSTOWN	3.08	0	Petroventures	Partner	33.30%	2D	06/01/1980	**Shot with Partner**	Dynamite	1200	Youngstown-Sigma Managed	
YT-133	PART/NONOP	COP	YOUNGSTOWN	5.13	0	Petroventures	Partner	33.30%	2D	06/01/1980	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-134	PART/NONOP	COP	YOUNGSTOWN	1.62	0	Petroventures	Partner	33.30%	2D	06/01/1980	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-2	PART/NONOP	COP	YOUNGSTOWN	10.99	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-4	PART/NONOP	COP	YOUNGSTOWN	8.96	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-5	PART/NONOP	COP	YOUNGSTOWN	8.97	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YT-6	PART/NONOP	COP	YOUNGSTOWN	3.61	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YTT-1	PART/NONOP	COP	YOUNGSTOWN	6.83	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YTT-10	PART/NONOP	COP	YOUNGSTOWN	6.16	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YTT-11	PART/NONOP	COP	YOUNGSTOWN	5.4	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YTT-2	PART/NONOP	COP	YOUNGSTOWN	7.37	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YTT-3	PART/NONOP	COP	YOUNGSTOWN	6.43	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YTT-4	PART/NONOP	COP	YOUNGSTOWN	2.82	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YTT-5	PART/NONOP	COP	YOUNGSTOWN	3.08	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YTT-6	PART/NONOP	COP	YOUNGSTOWN	2.79	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YTT-7	PART/NONOP	COP	YOUNGSTOWN	1.48	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YTT-8	PART/NONOP	COP	YOUNGSTOWN	2.55	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
YTT-9	PART/NONOP	COP	YOUNGSTOWN	2.68	0	Petroventures	Partner	33.30%	2D	06/01/1979	Shot with Partner	Dynamite	1200	Youngstown-Sigma Managed	
3	PART/NONOP	DRJ	ZAMA EAST	6.39	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Seismic Trade / Swap	Dynamite	4	CS084M-342A	data incomplete
4	PART/NONOP	DRJ	ZAMA EAST	9.27	0	DEVON CANADA	Partner	50%	2D	01/07/1967	Seismic Trade / Swap	Dynamite	400	CS084M-342A	data incomplete
5	PART/NONOP	DRJ	ZAMA EAST	11.28	0	DEVON CANADA	Partner	50%	2D	01/07/1967	Sold Rights	Dynamite		CS084M-342A	data incomplete
7	PART/NONOP	DRJ	ZAMA EAST	8.47	0	DEVON CANADA	Partner	50%	2D	01/07/1967	Seismic Trade / Swap	Dynamite	400	CS084M-342A	data incomplete
8	PART/NONOP	DRJ	ZAMA EAST	7	0	DEVON CANADA	Partner	50%	2D	07/01/1967	Sold Rights	Dynamite		CS084M-342A	data incomplete
9	PART/NONOP	DRJ	ZAMA EAST	5.77	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Seismic Trade / Swap	Dynamite	4	CS084M-342A	data incomplete
10	PART/NONOP	DRJ	ZAMA EAST	7.52	0	DEVON CANADA	Partner	50%	2D	06/01/1967	Seismic Trade / Swap	Dynamite	4	CS084M-342A	data incomplete
				3,400.53											
Footnotes															
A	Olympic Seismic suspects this was shot by Kaiser with Huber a 50% partner, no confirmation on this can be found in records. Nanna acknowledge Huber's 50% ownership in 2003, see attached document.														
B	91S-84L-268 - **Have copy of Esso's AFE in house filed under 91S-84L-268 - 1988**														
C	N/A -Pulse sent a letter in June 2011 stating that we are partners in this data, the AFE was requested but not found.														
D	Sigma Managed 2003:04 - This is not an AFE but a contact (Joanne Poloway) at Sigma was able to verify that Coparex has a partnership interest is this line.														
E	Sigma #02-31601 - This is not an AFE but a data request that shows Corexcal Inc. has an 18.75% in lines, they are being acquired now thru Sigma.														
F	N/A - Coparex has a 16.67% W.I. In this line, went thru Sigma in 2002:06 to get copies of this data.														
G	Pulse Partnered Data - Pulse sent a letter in June 2011 stating that we are partners in this data, the AFE was requested but not found.														
H	Sigma Managed 2003:04 - This is not an AFE but a contact (Joanne Poloway) at Sigma was able to verify that Coparex has a partnership interest is this line.														

THE FOLLOWING COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF A SEISMIC PURCHASE AGREEMENT DATED MARCH 21, 2019 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver and manager of the assets, undertaking and property of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and PARAMOUNT RESOURCES LTD.

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE made as of this _____ day of _______________, 2019.

BETWEEN:

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

- and -

PARAMOUNT RESOURCES LTD., a corporation incorporated under the laws of Alberta (hereinafter referred to as "**Purchaser**")

WHEREAS pursuant to an order of the Honourable Justice P.R. Jeffrey of the Alberta Court of Queen's Bench dated March 20, 2017 under Court Action Number 1701-03460, Grant Thornton Limited was appointed as the receiver and manager of the assets, undertaking and property of LEXIN RESOURCES LTD., 1051393 B.C. Ltd., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. and LR PROCESSING PARTNERSHIP;

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

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

1. Definitions

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

"**Purchase Agreement**" means that Seismic Purchase Agreement dated **[agreement date]** between Grant Thornton Limited, solely in its capacity as the receiver and manager of the assets, undertaking and property of LEXIN RESOURCES LTD., 1051393 B.C. Ltd., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. and LR PROCESSING PARTNERSHIP, and not in its personal capacity, as Vendor, and Paramount Resources Ltd., as Purchaser.

2. Conveyance

The Vendor hereby sells, assigns, transfers, conveys and sets over to Purchaser the entire right, title, estate and interest of Lexin in and to the Seismic Data, to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom.

3. Subordinate Document

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

4. No Merger

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

5. Governing Law

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

6. Enurement

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

7. Further Assurances

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

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of **March 18, 2019**.

BETWEEN:

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

\- and -

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

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

AND WHEREAS MFC Resource Partnership changed its name to 0989 Resource Partnership;

AND WHEREAS Vendor wishes to sell, and Purchaser wishes to purchase Lexin's entire interest in the Assets, subject to and in accordance with the terms and conditions hereof.

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

  (i) the day following the grant of the Court Order; or

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

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

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

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

(l) "**Court Order**" means an order to be granted by the Court substantially in the form of Schedule "E";

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

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

(o) "**Effective Date**" means April 1, 2019;

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

(q) "**Elected Assets**" has the meaning defined in section 2.1;

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

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

  (ii) legal and title opinions;

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

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

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

(vi) accounts receivable of Lexin, subject to the adjustments set forth in ARTICLE 7;

(vii) Lexin's choses in action, subject to the adjustments set forth in ARTICLE 7;

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

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

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

(B) they pertain to seismic data;

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

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

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

(x) the Licences;

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

(xii) the Tangibles; and

(xiii) any other assets specifically described in Schedule "F"

but "Excluded Assets" shall not include: (A) any property, rights or interests specifically described as Miscellaneous Interests; and (B) the Leases;

(s) **"Facilities"** means all other field facilities (including all unit facilities under any unit agreement applicable to the Leased Substances) solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage, handling or other operations respecting the Leased Substances, including gathering lines, pipelines, batteries, separators, compressor stations, gathering systems, production storage facilities or warehouses;

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

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

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

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

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

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

(z) **"Leases"** means those leases described in Schedule "A" hereto;

(aa) **"Lexin"** means Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership, either individually or collectively as the context requires;

(bb) "**Licences**" means any permits, approvals, licences and authorizations granted by any applicable Governmental Authority but does not include the Leases;

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

(dd) **"Miscellaneous Interests"** means, subject to any and all limitations and exclusions provided for in this definition, all property, interests and rights pertaining to the Petroleum and Natural Gas Rights (other than the Petroleum and Natural Gas Rights), but only to the extent that such property, interests and rights pertain to the Petroleum and Natural Gas Rights, including any and all of the following:

(i) all contracts and agreements relating to the Petroleum and Natural Gas Rights (including the Title Documents);

(ii) all subsisting rights to carry out operations relating to the Lands but excluding the Licences;

(iii) rights to enter upon, use, occupy and enjoy the surface of any lands which are used or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights, and all contracts and agreements related thereto but excluding the Licences, surface leases and any obligation to pay for surface rental arrears;

(iv) advances and deposits for operations paid to Governmental Authorities or other Persons prior to the Closing Date whether to secure obligations or as prepayment of costs or expenses, to the extent they can be assigned; and

(v) all records, books, documents, reports and data (but excluding seismic data) which relate to the Petroleum and Natural Gas Rights,

but specifically excluding the Excluded Assets;

(ee) "**Outside Date**" means April 30, 2019;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) "**Petroleum and Natural Gas Rights**" means the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands), including the interests set out and described in Schedule "A", subject in all events to the Permitted Encumbrances;

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

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

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

(mm) "**Proposal**" has the meaning set out in Section 8.3;

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

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

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

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

(rr) "**ROFR**" means right of first refusal;

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

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

(uu) "**Tangibles**" means:

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

(ii) the Facilities;

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

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

but specifically excluding any documents relating to the Excluded Assets;

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

(yy) "**Vendor's Costs**" means all Vendor's fees and costs associated with the Transaction, including brokers' and finders' fees, Receiver's and outside counsel fees and partial reimbursement of the preservation costs associated with lease and arrears administration by the Receiver since the Date of Appointment;

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

1.2 Headings

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

1.3 Interpretation Not Affected by Headings

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

1.4 Plurals and Gender

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

1.5 Schedules

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

Schedule "A"	Lands, Petroleum and Natural Gas Rights, Title Documents, Royalties and Permitted Encumbrances
Schedule "B"	INTENTIONALLY DELETED
Schedule "C"	General Conveyance
Schedule "D"	Form of Officer's Certificate
Schedule "E"	Form of Court Order
Schedule "F"	Excluded Assets

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

1.6 Damages

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

1.7 Derivatives

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

1.8 Interpretation if Closing Does Not Occur

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

1.9 Conflicts

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

1.10 Currency

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

ARTICLE 2
PURCHASE AND SALE AND CLOSING

2.1 Purchase and Sale

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

(b) The Purchaser can elect not to take title to any portion of the Assets by providing written notice to the Vendor of its election not to receive a conveyance of; that portion of the Assets (the "**Elected Assets**"), which notice must be given by no later than five (5) business days prior to the Closing Date. The Purchase Price shall not be reduced as a result of the removal from the Assets of the Elected Assets.

(c) Provided that Closing occurs, and subject to the terms and conditions of this Agreement, possession, risk and beneficial ownership of the Assets shall transfer from the Vendor to the Purchaser (or the Purchaser's nominee or assignee) on the Closing Date.

2.2 Purchase Price

The aggregate consideration to be paid by Purchaser to Vendor for the Assets shall be $54,000 (the "**Purchase Price**") plus applicable GST and Sales Taxes, satisfied by Purchaser by the Purchaser paying the Purchase Price at Closing;

The Parties hereby acknowledge and agree that the Purchase Price set forth in this Section 2.2 accurately reflects and takes into proper account both the positive value of all of the Assets as well as the offsetting reductions in value.

2.3 Allocation of Purchase Price

The Parties shall allocate the Purchase Price as follows:

Petroleum and Natural Gas Rights	$53,999.00
Miscellaneous Interests	$1.00
Total	**$54,000.00**

2.4 Vendor's Costs

(a) The Purchaser shall be responsible for the Vendor's Costs for the Transaction, which have been agreed to by the Parties at a fixed amount of $50,000.00;

(b) Upon execution of this Agreement, the Purchaser will pay $40,000.00 to the Vendor in respect of the Vendor's Costs, which amount is non-refundable except for the obligation to refund this $40,000 of Vendor's Costs as set out in Section 3.3; and

(c) At Closing, the Purchaser will pay $10,000.00 to the Vendor in respect of the balance of the agreed upon Vendor's Costs.

2.5 Closing

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

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

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

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

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

(iv) a copy of the Court Order;

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

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

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

(i) the Purchase Price, as adjusted herein plus applicable GST and Sales Taxes, plus the $10,000.00 balance payable on account of the Vendor's Costs;

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

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

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

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

2.6 Specific Conveyances

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

2.7 Title Documents and Miscellaneous Interests

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

2.8 Form of Payment

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

2.9 Intentionally Deleted

2.10 Taxes

(a) GST

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

(b) Sales Taxes

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

2.11 Intentionally Deleted

2.12 Court Order; Arrears

(a) Vendor will use reasonable commercial efforts to obtain the Court Order on or before April 30, 2019, including the filing of all necessary documents required to obtain the Court Order.

(b) Promptly after Closing, Vendor shall fully pay the arrears of Crown royalties and rentals for the Leases up to the Effective Date.

ARTICLE 3
CONDITIONS OF CLOSING

3.1 Required Consents

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

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

3.2 Mutual Conditions

The obligation of Purchaser to purchase the Assets, and of Vendor to sell the Assets to Purchaser, is subject to the following conditions:

(a) the Court Order being obtained;

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

Unless otherwise agreed to by the Parties, if the conditions contained in this Section 3.2 have not been performed, satisfied or waived before the Outside Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement shall automatically terminate without any further action on the part of either Vendor or Purchaser and Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in Section 11.12, and 11.14.

3.3 Purchaser's Conditions

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

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

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

(c) the Vendor has made application for the Court Order returnable on or before April 30, 2019.

If any one or more of the foregoing conditions has or have not been satisfied, complied with, or waived by Purchaser, at or before the Closing Date, Purchaser may rescind this Agreement by written notice to Vendor. If Purchaser rescinds this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided for in Sections 11.12 and 11.14, provided, that if Purchaser rescinds this Agreement as a result of Section 3.3(c) not being satisfied or complied with, then Vendor shall forthwith return to Purchaser the $40,000 of Vendor's Costs paid by Purchaser to Vendor pursuant to Section 2.4.

3.4 Vendor's Conditions

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

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

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

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

If any one or more of the foregoing conditions has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may rescind this Agreement by written notice to Purchaser. If Vendor rescinds this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in Sections 11.12 and 11.14.

3.5 Efforts to Fulfil Conditions

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

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Vendor

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

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

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

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

4.2 Representations and Warranties of Purchaser

Purchaser makes the following representations and warranties to Vendor:

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

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

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

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

(e) this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditors' rights generally and the discretion of courts with respect to equitable or discretionary remedies and defenses;

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

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

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

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

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

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

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

4.3 Limitation of Representations by Vendor

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

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

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

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

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

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

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

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

(viii) compliance with Applicable Laws; or

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

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

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

ARTICLE 5
INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES

5.1 Purchaser's Indemnities for Representations and Warranties

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

5.2 Survival of Claim for Representations and Warranties

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

ARTICLE 6
INDEMNITIES

6.1 Post-Closing Date Indemnity

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

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

6.2 Intentionally Deleted

6.3 Third Party Claims

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

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

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

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

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

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

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

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

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

ARTICLE 7
ADJUSTMENTS AND ASSUMPTION OF OBLIGATIONS

7.1 Assumption of Obligations

Provided Closing has occurred, the Purchaser confirms that it has assumed the following obligations of the Vendor, including the payment of any amounts in respect thereof and all applicable interest and penalties, whensoever and howsoever the following obligations arose (including after the Date of Appointment):

(a) Mineral lease royalties and rentals, from the Effective Date forwards; and

(b) any other obligation related to the Assets or arising from ownership of the Assets which is adjusted for in accordance with this ARTICLE 7, other than the Builders Liens registered by Techmation Electric & Controls Ltd. against the Assets, which is to be a non-permitted encumbrance in the Court Order.

The Purchaser agrees to pay the required amounts either directly to the applicable Person or to the Receiver if the Receiver is required to make the payment, and in such a case, the Receiver will thereafter ensure that such amounts are paid to the applicable Person.

7.2 Other Costs and Revenues to be Apportioned

(a) Except as set out in Section 7.1 and subject to Sections 7.2(b) and 7.2(c) below, all other costs and expenses relating to the Assets shall be apportioned as of the Effective Time between Vendor and Purchaser on an accrual basis in accordance with generally accepted accounting principles, provided that:

(i) advances made by Vendor or Lexin in respect of the costs of operations in respect of the Assets which advances have not been applied by the operator to the payment of costs prior to the Closing Date and still stand to the credit of Lexin or Vendor as at the Closing Date shall be transferred to Purchaser at Closing and no adjustment will be made in favour of Vendor equal to the amount of such transferred advance;

(ii) deposits placed with respect to the Assets made by Lexin or Vendor relative to operations on the Lands that have not been applied by the operator to the payment of costs prior to the Closing Date and still stand to the credit of Lexin or Vendor as at the Closing Date shall be transferred to Purchaser and no adjustment will be made in favour of Vendor equal to the amount of such transferred deposit;

(iii) advances and deposits for operations paid to Governmental Authorities or other Persons prior to the Closing Date whether to secure obligations or as prepayment of costs or expenses, that still stand to the credit of Lexin or Vendor to the extent they can be assigned, shall be transferred to Purchaser and no adjustment will be made in favour of Vendor equal to the amount of such transferred advance or deposit;

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

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

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

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

7.3 Adjustments to Account

(a) An interim accounting of the adjustments pursuant to Section 7.1 shall be made at Closing, based on Vendor's good faith estimate of the costs and expenses paid by Vendor prior to Closing and the revenues received by Vendor prior to Closing. Vendor and Purchaser shall cooperate in preparing such interim accounting and Vendor shall provide an interim statement of adjustment setting forth the adjustments to be made at Closing not later than five (5) Business Days prior to Closing and shall assist Purchaser in verifying the amounts set forth in such statement.

(b) A final accounting of the adjustments pursuant to Section 7.1 shall be conducted within 30 days following the Closing Date (the "**Final Statement of Adjustments**") by Vendor and Purchaser, and no further or other adjustments whatsoever will be made thereafter. All adjustments after Closing shall be settled by payment by the Party required to make payment to the other Party hereunder within 15 Business Days of being notified of the determination of the amount owing.

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

ARTICLE 8
MAINTENANCE OF ASSETS

8.1 Maintenance of Assets

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

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

(b) pay or cause to be paid all costs and expenses relating to the Assets which become due from the date hereof to the Closing Date,

provided that nothing contained in the foregoing or elsewhere in this Agreement shall obligate Vendor to post security, make any other financial contribution or file any undertaking with the Regulator with respect to the Licensee Liability Rating Program or any like program.

8.2 Consent of Purchaser

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

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

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

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

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

8.3 Proposed Actions

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

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

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

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

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

8.4 Post-Closing Transition

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

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

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

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

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

8.5 Intentionally Deleted

8.6 Vendor Deemed Purchaser's Agent

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

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

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

8.7 Transfer of Operatorship

Insofar as Vendor operates any of the Assets, Purchaser acknowledges that Vendor is not able to transfer operatorship of some or all of such Assets to Purchaser at or after Closing.

ARTICLE 9
PREFERENTIAL PURCHASE RIGHTS

9.1 Preferential Purchase Rights

(a) It shall be the Purchaser's responsibility to identify any Preferential Purchase Rights affecting the Assets.

(b) For the twenty (20) Business Days following the granting of the Court Order, the Vendor will use commercially reasonable efforts to provide the Purchaser with access to the books and records of Lexin affecting the Assets, so the Purchaser can identify the Preferential Purchase Rights.

(c) Purchaser shall, within five (5) Business Days of the expiry of such twenty (20) Business Day period:

(i) Provide the Vendor with its proposed list of Preferential Purchase Rights affecting the Assets; and

(ii) provide its good faith estimate of the value of the applicable Asset(s) to Vendor, and such value shall be set forth in the notices.

(d) Purchaser shall be responsible for preparing drafts of all notices required in conjunction with the Preferential Purchase Rights, to be approved by Vendor. Upon Vendor approving, it shall, within two Business Days serve all notices as are required in conjunction with any Preferential Purchase Rights.

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

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

(g) All costs borne by the Vendor to comply with its obligations associated with Preferential Purchase Rights shall be for the account of the Purchaser.

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

10.1 Vendor to Provide Access

(a) From and after the payment of the Vendor's Costs outlined in Section 2.4 (b), Vendor shall, subject to all contractual and fiduciary obligations, provide reasonable access, at the Calgary offices of Vendor and at the locations of the respective Assets, during normal business hours, to Purchaser, and its Representatives to Lexin's records, books, accounts, documents, files, reports, information, materials, filings, and data, to the extent they relate directly to the Assets and are in possession of the Vendor, as well as physical access to the Assets (insofar as Vendor can reasonably provide such access, with such access to be at Purchaser's sole risk, expense and liability) to facilitate Purchaser's review of the Assets, including the physical and current operating condition thereof for the purpose of completing this Transaction.

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

10.2 Access to Information

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

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

(b) enforcing its rights under this Agreement;

(c) compliance with Applicable Law; or

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

10.3 Maintenance of Information

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

ARTICLE 11
GENERAL

11.1 Further Assurances

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

11.2 Receiver

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

11.3 Entire Agreement

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

11.4 Governing Law

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

11.5 Signs and Notifications

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

11.6 Assignment and Enurement

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

11.7 Time of Essence

Time is of the essence in this Agreement.

11.8 Notices

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

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

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

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

Purchaser - Wilcox Energy Corp.
Station M, Box 2388,
Calgary, AB T2P 3C1

Attention: Rob Solinger
E-Mail: rsolinger@wilcoxenergy.ca

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

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

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

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

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

11.9 Invalidity of Provisions

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

11.10 Waiver

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

11.11 Amendment

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

11.12 Confidentiality and Public Announcements

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

11.13 Termination

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

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

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

11.14 Personal Information

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

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

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

Purchaser's obligations set forth in this Section 11.14 shall survive the Closing Date indefinitely.

11.15 No Merger

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

(Remainder of page intentionally left blank)

11.16 Counterpart Execution

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

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

GRANT THORNTON LIMITED, solely in its capacity as the receiver and manager of the assets, undertaking and property of **LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP**, and not in its personal capacity

Per: ______________________
Name: **Andrew Basi**
Title: **Senior Vice-President**

WILCOX ENERGY CORP.

Per: ______________________
Name: **Leo Schnitzler**
Title: **President**

THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 18, 2019 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and WILCOX ENERGY CORP.

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

Vendor File #	Title Document	Legal Description	Zones	Vendor Interest	Encumbrances
M08867	Crown Lease No. 0401080318	Section 2-15-25W4 Excluded Wellbores: 2-2-15-25W4M 102/2-2-15-25W4M 6-2-15-25W4M 9-2-15-25W4M	PNG to base of Bow Island SD	100%	Crown S/S NCGOR paid 1/23.8365 (5%-7.5%) oil and 7.5% gas BPO and 1/23.8365 (5%-15%) oil and 15% gas APO; payable 100% to CNRL
M08862	Crown Lease No. 0400050046	Section 30-15-25W4 Excluded Wellbores: 11-30-15-25W4M	PNG to base of Bow Island SD	50%	Crown S/S 5% NCGOR paid 100% to Caledonian; payable on 50% of production NCGOR paid 1/23.8365 (5%-15%) oil and 15% gas; paid 100% to CNRL on 100% of production
M08852	Crown Lease No. 0400050042	Section 20-15-25W4 Excluded Wellbores: 8-20-15-25W4M 16-20-15-25W4M	NE20 –PNG to base of Mannville GRP NW and S20 – PNG to base of Bow Island SD	50%	Crown S/S 5% NCGOR paid 100% to Caledonian; payable on 50% of production NCGOR paid 1/23.8365 (5%-15%) oil and 15% gas; paid 100% to CNRL on 100% of production
M08851	Crown Lease No. 0400050045	Section 29-15-25W4 Excluded Wellbores: 1-29-15-25W4M 7-29-15-25W4M 14-29-15-25W4M 16-29-15-25W4M	PNG to base of Mannville GRP	50%	Crown S/S 5% NCGOR paid 100% to Caledonian; payable on 50% of production NCGOR paid 1/23.8365 (5%-15%) oil and 15% gas; paid on 100% of production, payable 100% to CNRL

THE FOLLOWING COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 18, 2019 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and WILCOX ENERGY CORP.

INTENTIONALLY DELETED

THE FOLLOWING COMPRISES SCHEDULE "C" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 18, 2019 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and WILCOX ENERGY CORP.

THIS GENERAL CONVEYANCE made as of this _____ day of ______________, 2019.

BETWEEN:

GRANT THORNTON LIMITED, in its capacity as the receiver of **LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP**, and not in its personal or corporate capacity (hereinafter referred to as "**Vendor**")

- and -

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

WHEREAS pursuant to an order of the Honourable Justice P.R. Jeffrey of the Alberta Court of Queen's Bench dated March 20, 2017 under Court Action Number 1701-03460, Grant Thornton Limited was appointed as the receiver and manager of the assets, undertaking and property of LEXIN RESOURCES LTD., 1051393 B.C. Ltd., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. and LR PROCESSING PARTNERSHIP;

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

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

1. Definitions

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

"**Purchase Agreement**" means that Asset Purchase Agreement dated March 18, 2019 between Grant Thornton Limited, solely in its capacity as the receiver and manager of the assets, undertaking and property of LEXIN RESOURCES LTD., 1051393 B.C. Ltd., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. and LR PROCESSING PARTNERSHIP, and not in its personal capacity, as Vendor, and WILCOX ENERGY CORP, as Purchaser.

2. Conveyance

Pursuant to and for the consideration provided for in the Purchase Agreement, Vendor hereby sells, assigns, transfers, conveys and sets over to Purchaser the entire right, title, estate and interest of Lexin in and to the Assets, to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom.

3. Subordinate Document

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

4. No Merger

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

5. Governing Law

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

6. Enurement

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

7. Further Assurances

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

8. Counterpart Execution

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

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

GRANT THORNTON LIMITED, solely in its capacity as the receiver and manager of the assets, undertaking and property of **LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP**, and not in its personal capacity

Per: ______________________________
Name: Andrew Basi
Title: Senior Vice-President

WILCOX ENERGY CORP.

Per: ______________________________
Name: Leo Schnitzler
Title: President

THE FOLLOWING COMPRISES SCHEDULE "D" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 18, 2019 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and WILCOX ENERGY CORP.

[VENDOR'S][PURCHASER'S] OFFICER'S CERTIFICATE

TO: [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")]

RE: Asset Purchase Agreement dated March 18, 2019 between Vendor and Purchaser (the "Agreement")

Unless otherwise defined herein, the definitions provided for in the Agreement are adopted in this certificate (the "Certificate").

I, [Name], [Position] of [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")] hereby certify that as of the date of this Certificate:

1. Each of the covenants, representations and warranties of the [Vendor][Purchaser] contained in Article 4 of the Agreement were true and correct in all material respects when made and remain true and correct in all material respects up to the Closing Time.

2. All obligations of [Vendor] [Purchaser] contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.

3. This Certificate is made for and on behalf of the [Vendor] [Purchaser] and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.

4. This Certificate is made with full knowledge that the [Vendor] [Purchaser] is relying on the same for the Closing of the Transaction.

IN WITNESS WHEREOF I have executed this Certificate this ___ day of ___________, 2019.

[Name of Vendor/Purchaser]

Per: ___________________________
Name:
Title:

THE FOLLOWING COMPRISES SCHEDULE "E" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 18, 2019 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and WILCOX ENERGY CORP.

COURT ORDER

COURT FILE NUMBER	1701-03460	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	**ALBERTA ENERGY REGULATOR**	
DEFENDANT	**LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD., and LR PROCESSING PARTNERSHIP**	
DOCUMENT	**SALE APPROVAL AND VESTING ORDER (Sale by Receiver)**	
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: ______________________

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice ________________

UPON THE APPLICATION by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership (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 Wilcox Energy Corp. (the "**Purchaser**") dated March ___, 2019 and appended to the *____ Report of the Receiver dated March ___, 2019 (the "**Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, 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).

VESTING OF PROPERTY

3. 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 the Sale Agreement and listed on 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, interests, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens (whether contractual, statutory, or otherwise), encumbrances, 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. all liens and claims of lien under the *Builders' Lien Act* (Alberta); and

d. 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"** (the "**Permitted Encumbrances**")); 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.

4. 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, the appropriate government authorities are hereby authorized, requested and directed to accept delivery of such Receiver's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges, discharge statements of conveyances, as may be required to convey clear title to the Purchased Assets to the Purchaser subject only to the Permitted Encumbrances. Without limiting the foregoing,

   a. Alberta Energy (the "**AB Ministry**") shall and is hereby authorized, requested and directed to:

      i. cancel and discharge those Claims and Encumbrances, if any, other than Permitted Encumbrances, registered against the estate or interest of the Debtor in and to the Purchased Assets located in the Province of Alberta; and

      ii. transfer the Crown leases in the name of the Debtor listed in Schedule "F" into the name of the Purchaser (or its nominee) free and clear of all Claims and Encumbrances and subject only to the Permitted Encumbrances,

   b. the Registrar of the Personal Property Registry (Alberta) (the "**AB PPR Registrar**") shall and is hereby directed to cancel and discharge those Claims and Encumbrances, if any, other than the Permitted Encumbrances, registered against the estate or interest of the Debtor in and to the Purchased Assets located in the Province of Alberta, as applicable.

5. The AB Ministry and the AB PPR Registrar (collectively the "**Governmental Authorities**") are expressly authorized and directed to include in the discharges of the Encumbrances described above, all encumbrances registered after the date the Receivership Order was granted.

6. In order to effect the discharges and transfers described above, this Court directs the Governmental Authorities each to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement authorized herein. Presentment of this Order and the Receiver's Certificate shall be the sole and sufficient authority of the Governmental Authorities to make and register the said transfers and cancel and discharge the registrations of any Claims and Encumbrances against the Purchased Assets.

7. The Receiver is hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges and the registrars and all other persons in control or otherwise supervising

such offices of registration or recording shall forthwith remove and discharge all such registrations. For greater certainty, and to register the transfers, assignments and conveyances contemplated by the Sale Agreement immediately.

8. No authorization or approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement, other than the authorizations, approvals or exemptions from requirements therefore previously obtained and currently in force, if any.

9. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

10. 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.

11. 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.

12. 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).

13. 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.

14. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.

15. 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).

16. 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.

17. 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.

MISCELLANEOUS MATTERS

18. 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.

19. 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.

20. Service of this Order on any party not attending this application is hereby dispensed with.

____

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

Schedule "A"

Form of Receiver's Certificate

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

RECITALS

A. Pursuant to an Order of the Honourable Justice P. Jeffrey of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated March 20, 2017, Grant Thornton Limited was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd., and LR Processing Partnership (the "**Debtor**").

B. Pursuant to an Order of the Court dated [Date], the Court approved the agreement of purchase and sale made as of **[Date of Agreement]** (the "**Sale Agreement**") between the Receiver and Wilcox Energy Corp. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in Article 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

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

Per;____________________________

Name:

Title:

Schedule "B"

Purchased Assets

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

Vendor File #	Title Document	Legal Description	Zones	Vendor Interest	Encumbrances
M08867	Crown Lease No. 0401080318	Section 2-15-25W4	PNG to base of Bow Island SD	100%	Crown Royalty plus SS (5%-7.5%) oil and 7.5% gas BPO and SS (5%-15%) oil and 15% gas APO GOR payable to CNRL
M08862	Crown Lease No. 0400050046	Section 30-15-25W4	PNG to base of Bow Island SD	50%	Crown Royalty plus 5% GOR payable to Caledonian on 50% of production plus SS (5%-15%) oil and 15% gas GOR payable to CNRL on all production
M08852	Crown Lease No. 0400050042	Section 20-15-25W4	NE20 –PNG to base of Mannville GRP NW and S20 – PNG to base of Bow Island SD	50%	Crown Royalty plus 5% GOR payable to Caledonian on 50% of production plus SS (5%-15%) oil and 15% gas GOR payable to CNRL on all production
M08851	Crown Lease No. 0400050045	Section 29-15-25W4	PNG to base of Mannville GRP	50%	Crown Royalty plus 5% GOR payable to Caledonian on 50% of production plus SS (5%-15%) oil and 15% gas GOR payable to CNRL on all production

2. Wells, Pipelines and Facilities

Wells

NIL

Schedule "C"

Encumbrances – Not Permitted

SECURITY / ENCUMBRANCE	LANDS	REGISTRATION NUMBER	REGISTRATION DATE
Crown lease rental and royalty arrears to Effective Date	All Crown lease numbers in 1 above	N/A	N/A
Builders Liens by Techmation Electric & Controls Ltd.	Crown Lease No. 0400050042 Section 20-15-25W4	1600554	2016/03/14
Builders Liens by Techmation Electric & Controls Ltd.	Crown Lease No. 0400050045 Section 29-15-25W4	1600288	2016/02/01

SCHEDULE "D"

CERTIFICATES OF TITLE

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

Nil.

Schedule "E"

Permitted Encumbrances, Caveats, Easements and Restrictive Covenants

CAVEATS – EASEMENTS

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

COMPANY FILE NO.	LANDS	TITLE NO.	REGISTRATION NO.
NIL			

SURFACE LEASE CAVEATS

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

COMPANY FILE NO.	LANDS	TITLE NO.	REGISTRATION NO.
NIL			

SURFACE RIGHTS BOARD ORDERS – EASEMENTS

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

COMPANY FILE NO.	REGISTRATION DATE	LEGAL DESCRIPTION	INSTRUMENT NO.
NIL			

UTILITY-RIGHT-OF-WAYS - EASEMENTS

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

COMPANY FILE NO.	LANDS	TITLE NO.	INSTRUMENT NO.
NIL			

SCHEDULE "F"

CROWN LEASES

AGREEMENT NUMBER	AGREEMENT TYPE	INTEREST DESCRIPTION	EFFECTIVE DATE
0401080318	Plains Petroleum and Natural Gas Lease	100% Section 2-15-25W4 PNG to base Bow Island SD	2001/08/23
0400050046	Plains Petroleum and Natural Gas Lease	50% Section 30-15-25W4 PNG to base Bow Island SD	2000/05/04
0400050042	Plains Petroleum and Natural Gas Lease	50% NE20-15-25W4 –PNG to base of Mannville GRP NW and S20-15-25W4 – PNG to base of Bow Island SD	2017/03/06
0400050045	Plains Petroleum and Natural Gas Lease	50% Section 29-15-25W4 PNG to base of Mannville GRP	2000/05/04

THE FOLLOWING COMPRISES SCHEDULE “F” ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED March 18, 2019 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and WILCOX ENERGY CORP.

EXCLUDED ASSETS

NIL

NOTICE OF RENUNCIATION

WHEREAS Grant Thornton Limited is the court-appointed receiver (the "**Receiver**") of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**"), of all of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership (collectively "**Lexin**");

AND WHEREAS the Receiver was appointed with respect to the Lexin assets pursuant to a receivership order granted by the Alberta Court of Queen's Bench (the "**Court**") on March 20, 2017, as amended by the Consent Receivership Order granted by the Court on June 13, 2017 (together the "**Receivership Order**") and the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;

AND WHEREAS Lexin holds mineral leases, surface leases, non-operated working interests, equipment, and seismic data in the properties attached hereto as Schedule A (the "**Retained Properties**") with the remaining mineral leases, surface leases, non-operated working interests, equipment and seismic data that Lexin holds an interest in representing the properties being renounced ("**Renounced Properties**");

AND WHEREAS paragraph 3(a) of the Receivership Order provides that the Receiver shall not take possession of or exercise physical control over any Lexin oil or gas well, pipeline, facility or site regulated by the AER;

AND WHEREAS paragraph 3(b) of the Receivership Order empowers the Receiver to disclaim, abandon or renounce Lexin's interest in any of the Property;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that the Receiver has never adopted any interest Lexin may have in the Renounced Properties and effective as of the date of the Receivership Order, in accordance with, *inter alia* paragraph 3(b) of the Receivership Order, hereby abandons, renounces and releases any and all interest in respect of any interest Lexin may have in the Renounced Properties, including but not limited to any regulatory licenses, working interests, leases or real property or any immovable property that is affected by or subject to the Renounced Properties.

IN WITNESS WHEREOF, the Receiver executed this Renunciation of Interest this 22st day of March, 2019.

SIGNED, SEALED AND DELIVERED	)	**GRANT THORNTON LIMITED,** in its capacity as the court-appointed receiver of **Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership**, and not in its corporate or personal capacity
	)	Per ________________________ Andrew Basi, Senior Vice-President
	)	I have the authority to bind the Receiver

SCHEDULE A – RETAINED PROPERTIES
CROSSFIELD STRIKE AREA ASSETS

Lands, Petroleum and Natural Gas Rights

Vendor File #	Title Document	Legal Description	Zones	Vendor Interest	Encumbrances
M03042	Cr P&NG Lease 0478080008	23-28-W4M:Ptn. 14	P&NG in Crossfield Member	100% BPO 50% APO)	s/s (5-15% on oil and 15% on gas based on 50% of production Crown
M03042	Cr P&NG Lease 0478080008	23-28-W4M:Ptn. 14	P&NG below base Belly River to base Wabamun Group excluding NG below base Belly River to base Mannville and P&NG in Crossfield Member	67.142% BPO 33.571% APO)	s/s (5-15% on oil and 15% on gas based on 50% of production Crown
M03043	PrairieSky Lease dated August 29, 1978	23-28-W4M:Ptn. NE14	Petroleum in Belly River, Viking, Mannville Group, Glauconitic Sandstone and Basal Quartz	67.142% BPO 33.571% APO)	s/s (5-15% on oil and 15% on gas based on 50% of production 30% Lessor Royalty
M03044	PrairieSky Lease dated August 29, 1978	23-28-W4M:Ptn. NW14	Petroleum in Belly River, Viking, Mannville Group, Glauconitic Sandstone and Basal Quartz	67.142% BPO 33.571% APO)	s/s (5-15% on oil and 15% on gas based on 50% of production 30% Lessor Royalty
M02936	Cr P&NG Lease 0495060015	23-28-W4M:NE & ptn S 16	NG in Edmonton	97.6% (pooled)	5% on 97.6% Crown
M02936	Cr P&NG Lease 0495060015	23-28-W4M:NE & ptn S 16	Below base Belly River to base Turner Valley	97.5%	2% on 5% 2% on 5% 5% on 97.5% Crown

M02936	Cr P&NG Lease 0495060015	23-28-W4M:NE & ptn S 16	Pete in Edmonton	97.5%	2% on 5% 5% on 97.5% Crown
M02940	Cr P&NG Lease 116502	23-28-W4M:28	To base Belly River	100%	15% on 75% 15% on 25% 5% on 100% Crown
M02940	Cr P&NG Lease 116502	23-28-W4M:28	Below base Belly River to base Elkton	75%	11.25% on 75% 5% on 75% Crown
M05652	Cr P&NG Lease 127056A	23-28-W4M:N&SE34	To base Wabamun excluding NG to base Mannville	55.56%	5% on 55.56% Crown
M05653	Cr P&NG Lease 127056B	23-28-W4M:SW34	To base Wabamun	100%	5% on 100% Crown

Wells (including associated equipment)

Location	Licence	Surface Lessor (per Lexin records)
00/04-10-023-28W4	0189985	Simpson Ranching Limited
00/14-16-023-28W4	0182704	Jack & Marlene Begg
00/04-21-023-28W4	0179609	1724732 Alberta Ltd.
00/07-21-023-28W4	0256890	1724732 Alberta Ltd.
00/10-21-023-28W4	0177460	1724732 Alberta Ltd.
02/10-21-023-28W4	0203704	1724732 Alberta Ltd.
00/12-21-023-28W4	0181274	1724732 Alberta Ltd.
00/02-28-023-28W4	0214266	Buerkle et al (c/o Hans Roth Universal Agencies)
02/10-28-023-28W4	0327717	Buerkle et al (c/o Hans Roth Universal Agencies)
00/07-33-023-28W4	0031415	L. Jane Hawkins & Maureen Hawkins
00/05-34-023-28W4	0037686	Sheftel & Paperny

Pipelines (including associated surface leases, if applicable)

From	To	Licence
6-34-23-28-W4M	7-33-23-28-W4M	28351
7-33-23-28-W4M	4-10-273-28-W4M	24493
7-33-23-28-W4M	10-21-23-28-W4M	28709
14-16-23-28-W4M	10-21-23-28-W4M	28709
11-28-23-28-W4M	10-21-23-28-W4M	46191
3-28-23-28-W4M	10-21-23-28-W4M	34879
10-21-23-28-W4M	6-29-22-28-W4M	34425

Facilities (including associated equipment)

Location	Type	Licence	Surface Lessor (per Lexin records)
7-33-23-28-W4M	Battery	F3379	L. Jane Hawkins & Maureen Hawkins
10-21-23-28-W4M	Battery and Compressor Station	F3377	1724732 Alberta Ltd.
10-21-23-28-W4M	Battery	F3378	1724732 Alberta Ltd.

SCHEDULE A – RETAINED PROPERTIES
VULCAN AREA ASSETS

WELLS/FACILITY	LICENCE	SURFACE LOCATION	WI	SURFACE LESSOR	MINERAL AGREEMENTS
100 / 14-28-015-25 W4 / 0	0335770	14-28-015-25W4M	50%	Pisikla, A	Crown P&NG 0400050044 - All P&NG TB Mannville
102 / 14-28-015-25 W4 / 0	0348415	14-28-015-25W4M	50%	Above	Above
100 / 10-33-015-25 W4 / 0	0358667	10-33-015-25W4M	72.0001 Pooled	Hutterian of Little Bow	11 Freehold Mineral Titles - Caveats Standard Land,
100 / 06-34-015-25 W4 / 0	0337243	06-34-015-25W4M	50%	Schneider	Crown P&NG 0400050048 - All P&NG TB Mannville
100/05-06-016-25W4/0	351489	05-06-16-25W4M	50%	Keith Fisher Farms	Crown P&NG 0405120388 - All P&NG TB Mannville
9-29-15-25W4 Compressor & GGS	F36735	9-29-15-25W4M	50%	Maisey et al	NA

EQUIPMENT
All equipment associated with the assets above

PIPELINES

License #46043
Line 1 9-29-015-25W4 to 11-01-015-25W4
Line 3 14-28-015-25W4 to 09-29-015-25W4
Line 4 05-06-16-25W4 to 04-06-016-25W4
Line 5 10-33-015-25W4 to 14-28-015-25W4
Line 8 06-34-015-25W4 to 14-28-015-25W4

SCHEDULE A – RETAINED PROPERTIES
OTHER RETAINED ASSETS

1. Fee Simple lands presently titled to 1059032 BC Ltd. and Compton Petroleum Corporation, but to be transferred to Lexin Resources Ltd.
2. Proprietary seismic data until closing of the proposed sale to Paramount Resources Ltd. or other parties should this sale not close
3. Vulcan mineral leases until closing of the proposed sale to Wilcox Energy Corp. or other parties should this sale not close
4. 2007 GMC Sierra 1500 truck (VIN - 1GTEK19J27Z521311) – pending R.O. information
5. Terminated surface leases for LTAM High River sale once re-instated by the SRB for the period of retention, if any, required to convey the leases to LTAM in accordance with terms of the PSA

LEXIN RESOURCES LTD.

Suite 300, 1207 Eleventh Avenue SW
Calgary, Alberta, Canada T3C 0M5
T: 403-237-9400 F: 403-237-9410

20 October 2016

Bruce Farrell
Cargill Limited
440 Second Avenue
Suite 200
Calgary, AB T2P 5E9

Via Email: Bruce_Farrell@cargill.com

Re. DIRECTION TO PAY NOTIFICATION

Dear Mr. Farrell,

Pursuant to your telephone conversation with Heather Gorbus from Streamline Energy and Terry McCrary at Lexin Resources, please accept this as formal notification of a direction to pay.

Lexin Resources requests that Cargill Limited irrevocably directs payment to MFC Energy Austria GmbH commencing with the October 2016 production month. Below please find the banking information for MFC Energy Austria:

MFC Energy Austria GmbH
Millennium Tower
21st Floor
Handelskai 94 – 96
1200 Vienna Austria
IBAN: AT043100007154288899
Bank Code: 31000
BIC RZBAATWW
Bank: Raiffeisen Bank International AG

Lexin may terminate this direction upon 20 business days' notice.

Should you have any questions, please contact the undersigned.

Sincerely,

Rob Jennings
Chief Operating Officer

Accepted

Bruce Farrell
Cargill Limited

In the Matter of the Receivership of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd., & LR Processing Partnership
Interim Statement of Receipts and Disbursements
For the period to March 15, 2019

Unrestricted Trust Accounts

Receipts	
Sale of oil & gas properties	7,910,000
Receiver Certificates	2,462,710
Sale of carbon credits	1,556,711
Oil & gas revenue	431,652
Sale of equipment and vehicles	189,770
GST collected	89,100
Vendor cost reimbursement	60,000
Equity of leased vehicles	40,410
Sale of non-operated seismic	12,736
Other receipts	9,636
Interest earned on cash held in trust	8,253
Cash held at receivership	3,636
	12,774,615
Disbursements	
Repayment of Receiver Certificates	2,462,710
Royalty Payments, including transfer to restricted	2,286,860
Receiver's fees	2,170,067
Receiver's counsel fees and costs	984,420
Utilities and other services	611,803
Surface lease rentals	563,858
Property taxes paid	531,739
Interest on Receiver's Certificates	319,109
Consulting and contract services	267,118
GST paid	247,572
Data Management Specialist	234,079
Commission expense	230,165
Mineral Lease Payments	137,480
Software licensing fees and services	146,437
Insurance	93,082
Storage costs	92,950
Server set-up & ongoing maintenance	65,962
Repairs and maintenance	65,053
Removal, indexing and review of Records	53,069
General and administrative	43,677
FMT Reimbursements	33,574
Funds transferred to bankruptcy estate	26,132
	11,666,917
Cash in Unrestricted Trust Accounts	**1,107,698**

Restricted Trust Account

Funds retained for Crown Royalties matter	1,600,000
Funds retained for GPU FSOA	61,877
Funds received from Cargill, net of GST	60,350
Funds retained for priority creditor	2,000
Interest earned on cash held in trust	6,354
	1,730,580
Cash in Restricted Trust Account	**1,730,580**
Total Cash in Trust	**2,838,279**

In the Matter of the Receivership of
Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership
LR Processing Ltd., and LR Processing Partnership

Summary of Professional Fees - March 20, 2017 to March 15, 2019

Professional Fees - Receiver

Rendered, Paid and Approved by the Court

	Invoice	Fees	Disbursement	Sub-total	GST	Total
to March 31, 2017	LABS-1812	140,529.79	-	140,529.79	7,026.49	147,556.28
to April 30, 2017	LABS-1813	164,423.69	3,118.70	167,542.39	8,377.12	175,919.51
to May 31, 2017	LABS-1833	90,949.46	-	90,949.46	4,547.47	95,496.93
to June 30, 2017	LABS-1848/1849	108,883.74	-	108,883.74	5,444.18	114,327.92
to July 31, 2017	LABS-1888/1886	72,061.83	65.87	72,127.70	3,606.38	75,734.08
to August 31, 2017	LABS-1906/1903	91,662.62	-	91,662.62	4,583.13	96,245.75
to September 30, 2017	LABS-1937	70,209.66	-	70,209.66	3,510.48	73,720.14
to October 31, 2017	LABS-1969/1966	124,986.16	-	124,986.16	6,249.31	131,235.47
to November 30, 2017	LABS-1982	87,324.30	1.81	87,326.11	4,366.31	91,692.42
to December 31, 2017	LABS-2012	65,666.97	-	65,666.97	3,283.35	68,950.32
to January 31, 2018	LABS-2049/2036	62,317.87	-	62,317.87	3,115.90	65,433.77
to February 28, 2018	LABS-2058	76,311.86	-	76,311.86	3,815.59	80,127.45
to March 31, 2018	LABS-2076	110,352.31	-	110,352.31	5,517.62	115,869.93
to April 30, 2018	LABS-2115	91,286.52	-	91,286.52	4,564.33	95,850.85
to May 31, 2018	LABS-2137	2,237.91	26.33	2,264.24	113.22	2,377.46
to May 31, 2018	LABS-2139	122,137.56	7.00	122,144.56	6,107.23	128,251.79
to June 30, 2018	LABS-2163	2,899.70	-	2,899.70	144.98	3,044.68
to June 30, 2018	LABS-2171	85,859.48	-	85,859.48	4,292.97	90,152.45
to July 31, 2018	LABS-2188	79,373.67	632.24	80,005.91	4,000.29	84,006.20
to August 31, 2018	LABS-2212	81,928.56	-	81,928.56	4,096.43	86,024.99
to September 30, 2018	LABS-2239	64,844.14	253.19	65,097.33	3,254.87	68,352.20
Sub-total		1,796,247.80	4,105.14	1,800,352.94	90,017.65	1,890,370.59
Additional Rendered and Paid						
to October 31, 2018	LABS-2268	79,226.81	170.00	79,396.81	3,969.84	83,366.65
to November 30, 2018	LABS-2294	78,168.85	-	78,168.85	3,908.44	82,077.29
to November 30, 2018	LABS-2293	1,233.18	-	1,233.18	61.66	1,294.84
to December 31, 2018	LABS-2332	61,167.89	1,684.74	62,852.63	3,142.64	65,995.27
to January 31, 2019	LABS-2342	83,082.82	30.00	83,112.82	4,155.64	87,268.46
to February 28, 2019	LABS-2354	70,939.66	20.00	70,959.66	3,547.98	74,507.64
Sub-total		373,819.21	1,904.74	375,723.95	18,786.20	394,510.15
Total Receiver Fees		**2,170,067.01**	**6,009.88**	**2,176,076.89**	**108,803.85**	**2,284,880.74**

Professional Fees - Receiver's legal counsel

Rendered, Paid and Approved by the Court

	Invoice	Fees	Disbursement	Sub-total	GST	Total
to March 28, 2017	697444871	56,047.00	1,449.05	57,496.05	2,874.31	60,370.36
to March 31, 2017	697450443	27,880.00	2,121.01	30,001.01	1,496.50	31,497.51
to April 30, 2017	697462348	83,181.50	3,285.45	86,466.95	4,323.01	90,789.96
to May 31, 2017	697472475	69,595.50	2,365.46	71,960.96	3,580.88	75,541.84
to June 30, 2017	697482372	26,625.50	2,506.46	29,131.96	1,395.55	30,527.51
to July 31, 2017	697488400	22,772.50	741.44	23,513.94	1,172.51	24,686.45
to August 31, 2017	697502069	13,978.00	261.96	14,239.96	712.00	14,951.96
to Sept 30, 2017	697511744	30,257.50	276.47	30,533.97	1,524.96	32,058.93
to Oct 31, 2017	697516831	90,752.50	5,784.40	96,536.90	4,823.11	101,360.01
to November 30, 2017	697541096	126,529.95	7,147.99	133,677.94	6,668.92	140,346.86
to December 31, 2017	697548751	97,809.15	13,875.17	111,684.32	5,581.45	117,265.77
to January 31, 2018	697553770	11,832.20	6,194.08	18,026.28	591.62	18,617.90
to February 28, 2018	697562634	15,332.40	305.07	15,637.47	781.88	16,419.35
to March 31, 2018	697570896	11,809.50	148.39	11,957.89	597.90	12,555.79
to April 30, 2018	697587208	32,300.00	912.35	33,212.35	1,658.12	34,870.47
to May 31, 2018	697593544	28,221.80	226.23	28,448.03	1,422.41	29,870.44
to June 30, 2018	697599832	20,819.60	486.74	21,306.34	1,065.32	22,371.66
to August 31, 2018	697623173	55,127.70	647.81	55,775.51	2,787.29	58,562.80
to September 30, 2018	697636617	10,777.00	172.30	10,949.30	547.08	11,496.38
Sub-total		831,649.30	48,907.83	880,557.13	43,604.82	924,161.95
Additional Rendered and Paid						
to October 31, 2018	697644099	7,557.00	101.87	7,658.87	382.94	8,041.81
to November 30, 2018	697654163	37,427.50	1,147.66	38,575.16	1,922.92	40,498.08
to December 31, 2018	697668116	26,190.50	705.10	26,895.60	1,342.29	28,237.89
to January 31, 2019	697680810	7,334.00	144.88	7,478.88	373.94	7,852.82
to February 28, 2019	697691801	22,182.50	1,071.86	23,254.36	1,156.48	24,410.84
Sub-total		100,691.50	3,171.37	103,862.87	5,178.57	109,041.44
Total Legal Fees		**932,340.80**	**52,079.20**	**984,420.00**	**48,783.39**	**1,033,203.39**
Total Professional Fees		**$ 3,102,407.81**	**$ 58,089.08**	**$ 3,160,496.89**	**$ 157,587.24**	**$ 3,318,084.13**