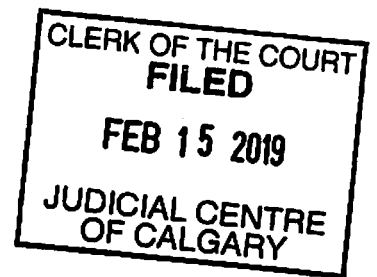


Clerk's stamp:



COURT FILE NUMBER

1701-03460

COURT

COURT OF QUEEN'S BENCH

JUDICIAL CENTRE

CALGARY

APPLICANT

ALBERTA ENERGY REGULATOR

RESPONDENTS

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

DOCUMENT

APPLICATION BY LONG TERM ASSET
MANAGEMENT

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

Carole Hunter
DLA Piper (Canada) LLP
1000 - 250, 2nd Street SW
Calgary, AB T2P 0C1
Phone: 403-698-8782
Fax: 403-697-6600
Email: carole.hunter@dlapiper.com
File No.: 084924-00005/CJH

NOTICE TO RESPONDENT(S)

This application is made against you. You are Respondents.

You have the right to state your side of this matter before the Master/Judge.

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

Date: Tuesday, February 26, 2019
Time: 2:00 PM
Where: Calgary Courts Centre, 601 5 St SW, Calgary, AB T2P 5P7
Before Whom: The Honourable Justice K. M. Horner on the Commercial List

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

Remedy claimed or sought:

1. The Applicant, Long Term Asset Management ("**LTAM**"), seeks an Order:
 - (a) amending and restating the Approval and Vesting Order (Sale by Receiver) (the "**AVO**") granted by this Honourable Court on November 27, 2018 substantially in the form attached hereto as **Schedule "A"**.
 - (b) such further and other relief as Counsel may advise and this Honourable Court may permit.

Grounds for making this application:

2. On November 27, 2018, the Court of Queen's Bench of Alberta (the "**Court**") issued the AVO which approved a sale transaction between LTAM and Grant Thornton Limited, in its capacity as court-appointed receiver and manager (the "**Receiver**") of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership (collectively, the "**Debtors**") as outlined in an agreement of purchase and sale dated November 16, 2018 (the "**Sale Agreement**") and vested in LTAM, all of the Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**").
3. After the AVO was granted, LTAM discovered that two mineral leases were inadvertently missed on Schedule "A" to the Sale Agreement despite the fact that the wells associated with those leases were included in Schedule "B" to the Sale Agreement.
4. Despite the missing mineral leases in the Sale Agreement, the transaction contemplated by the Sale Agreement closed on January 31, 2019 (the "**Closing**").
5. As set out in various reports filed by the Receiver in these proceedings, the Debtors' records are in a state of disarray. LTAM diligently prepared the schedules for the AVO based on the Debtors' records that were available to them. Despite this, in reviewing the Debtors' records in preparation for Closing, LTAM determined that there were certain deficiencies in the AVO that would need to be rectified, including:
 - (a) Several surface/easement caveats relating to the Purchased Assets would need to be included in Schedule "D" to the AVO; and

- (b) All of the mineral caveat registrations relating to the Purchased Assets would need to be included in Schedule "D" to the AVO.
6. In advance of Closing, LTAM had discussions with the Alberta Land Titles Office ("**Land Titles**") to ensure that the difficulties would not be encountered in transferring the caveats and discharging the encumbrances. As a result of these discussions, Land Titles requested that a number of revisions be made to the AVO to ensure that the caveats are transferred and the encumbrances are discharged without undue delay and administrative burden.

Material or evidence to be relied on:

7. The Affidavit of Linda Marsh sworn February 14, 2019;
8. All pleadings, orders and proceedings filed in the within action, including all prior reports filed by or on behalf of the Receiver; and
9. Such further and other materials as Counsel may advise and this Honourable Court permits.

Applicable rules:

10. *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended

Applicable Acts and regulations:

11. *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended

How the application is proposed to be heard or considered:

12. The Applicant proposes that this application be heard in the Chambers of the Honourable Justice K. M. Horner.

WARNING

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

SCHEDULE “A”

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 ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Carole Hunter
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Email: carole.hunter@dlapiper.com
File No.: 084924.00005/CJH

DATE ON WHICH ORDER WAS PRONOUNCED: February 26, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice K.M. Horner

UPON THE APPLICATION by Long Term Asset Management Inc. ("LTAM" or the "**Purchaser**") for an order amending and restating the Order granted by this Honourable Court dated November 27, 2018 pursuant to which, (i) the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between Grant Thornton Limited in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership (collectively, the "**Debtor**") and LTAM dated November 16, 2018 and appended to the Tenth Report of the Receiver dated November 19, 2018 (the "**Tenth Report**") was approved; and (ii) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**") was vested in the Purchaser (or its nominee) (the "**Approval and Vesting Order**");

SCHEDULE "A"

AND UPON HAVING READ the Receivership Orders dated March 20, 2017 and June 13, 2017 (together, the "**Receivership Order**"), the Tenth Report, the <> Report of the Receiver dated February <>, 2019 and the Affidavit of Linda Marsh sworn February 14, 2019;

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

1. **THIS COURT ORDERS** that the Approval and Vesting Order be amended and restated in the form attached hereto as Schedule "A".

J.C.Q.B.A.

SCHEDULE "A"

COURT FILE NUMBER 1701-03460

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF **ALBERTA ENERGY REGULATOR**

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

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

Clerk's Stamp

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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

DATE ON WHICH ORDER WAS PRONOUNCED: November 27, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

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

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

SCHEDULE “A”

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

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTIONS

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

AREA DEDICATION PLAN

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

SCHEDULE "A"

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

VESTING OF PROPERTY

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

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

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

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

SCHEDULE "A"

- (i) enter the Purchaser whose address for service is 925 Veterans Blvd., Airdrie, Alberta T4A 2G6 (or its nominee) as the owner, lessee, licensee, grantee and/or caveator of the Purchased Assets and the Permitted Encumbrances, Caveats, Easements, Restrictive Covenants, Surface Rights Board Order and other instruments set out on Schedule "D" attached hereto relating to the Purchased Assets;
 - (ii) cancel the existing Certificate of Title 031 196 684 for a ½ fee simple interest in all mines and minerals underlying Township 18 Rge 29 W4M: Section 34 currently held in the name of Lexin Resources Ltd., register the Transfer of Land dated January 31, 2019 and issue a new Fee Certificate of Title to Purchaser;
 - (iii) delete and expunge from the existing title documents concerning the Purchased Assets all applicable Claims including the encumbrances set out on Schedule "C" attached hereto, all as may be required to convey clear title to the Purchased Assets to the Purchaser (or its nominee); and
 - (iv) register such transfers, discharges, discharge statements or conveyances, as may be required to convey clear title to the Purchased Assets to the Purchaser (or its nominee), subject only to the Permitted Encumbrances.
- [7] This Order shall be registered by the Registrar under the LTA notwithstanding the requirements of section 191(1) of the LTA and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.
- [8] As applicable, the Registrar under the LTA is hereby directed in accordance with section 162 of the of the LTA to accept all of the Affidavits of Corporate Signing Authority submitted by the Receiver, in its capacity as Receiver of the property, assets and undertaking of the Debtor and to register the transfers, assignments and conveyances contemplated by the Sale Agreement.
- [9] For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the

SCHEDULE "A"

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

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

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

SCHEDULE "A"

applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

SEALING ORDER

- [17] The Confidential Appendix to the Tenth Report shall be sealed on the Court file, kept confidential and not form part of the public record. The Clerk of the Court shall file the Confidential Appendix in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

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

- [18] The Receiver is empowered and authorized, but not directed, to provide the Confidential Appendix (or any portion thereof, or other information contained there) to any interested party, entity or person that the Receiver considers reasonable in the circumstances, subject to confidentiality arrangements satisfactory to the Receiver.
- [19] Leave is granted to any person or party affected by this Order to apply to this Honourable Court for a further order modifying or varying the terms of this Order, with such Application to be brought on no less than 7 days' notice to the Receiver and any other affected party pursuant to the Alberta Rules of Court.

MISCELLANEOUS MATTERS

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

SCHEDULE "A"

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

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

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

J.C.Q.B.A.

SCHEDULE "A"

Schedule "A"

Form of Receiver's Certificate

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

Clerk's Stamp

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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File No.: 547730-000021

RECITALS

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

SCHEDULE "A"

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

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

THE RECEIVER CERTIFIES the following:

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

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

Per;_____

Name:

Title:

SCHEDULE “A”

SCHEDULE “B” Purchased Assets

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

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

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

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

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

SCHEDULE "A"

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

SCHEDULE "A"

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

SCHEDULE "D"

Permitted Encumbrances, Caveats, Easements and Restrictive Covenants

FILE NO.	REGISTRATION DATE	INSTRUMENT NO.
MINERAL CAVEATS		
M01246J	1/18/2011	111 013 104
M01246H	1/18/2011	111 013 106
M02783A	12/21/2011	111 332 410
M01248C	6/20/2007	071 311 079
M1248A	1/16/2003	031 019 767
M03198A	8/2/2002	021 268 632
M01254A	1/16/2003	031 019 547
M1314A	2/7/2011	111 031 681
M09291A	8/30/1996	961 200 791
M09292A	8/30/1996	961 200 793
M09293A	8/30/1996	961 200 806
M09294	11/8/1996	961 265 200
M09309A	4/30/1999	991 116 683
M02762F	6/20/2007	071 311 082
M03201A	7/29/2011	111 192 195
M01256A	6/20/2007	071 311 084
M01433A	2/10/1999	991 038 652
M01433A	2/10/1999	991 038 653
M01433A	2/10/1999	991 038 654
M01433A	2/10/1999	991 038 655
M01433A	2/10/1999	991 038 656
M02474B	1/16/2003	031 019 751
M01442A	1/16/2003	031 019 751
M02475A	1/16/2003	031 019 751
M03333A	7/9/2002	021 235 917
M03409A	2/12/2002	021 050 742
M02323A	8/1/2000	001 212 708
M02323A	7/16/2003	031 237 683
M01468A	7/11/2000	001 190 022
M01468A	5/31/2003	031 177 531
M03388A	9/6/2000	001 251 514
M03385A	9/6/2000	001 251 516
M03386A	9/6/2000	001 251 515

SCHEDULE "D"

Permitted Encumbrances, Caveats, Easements and Restrictive Covenants

FILE NO.	REGISTRATION DATE	INSTRUMENT NO.
SURFACE LEASE CAVEATS		
S00292	8/4/1999	991 221 563
S00399	11/29/2000	001 342 160
S00605	10/30/2001	011 320 866
S01015	2/16/2000	001 044 467
S01016	7/24/2000	001 203 113
S01018	9/17/2001	011 271 511
S01174	10/24/2000	001 302 209
S01232	7/18/2000	001 196 860
S01338	7/18/2000	001 196 846
S01359	8/29/2000	001 242 799
S01373	2/8/2002	021 048 747
S01391	2/8/2002	021 048 746
S01404	7/24/2000	001 203 113
S01573	2/27/2001	011 053 460
S01757	2/27/2001	011 053 459
S01863	9/10/2001	011 263 259
S01912	12/11/2001	011 370 875
S01942	5/20/1999	991 140 795
S01997-01	5/16/2002	021 168 021
S01997-02	5/16/2002	021 168 022
S02201	10/30/2001	011 320 879
S02362	10/30/2001	011 320 882
S02398	4/15/2002	021 125 242
S02501	7/18/2002	021 247 147
S02523	8/8/2002	021 274 767
S02526	8/9/2002	021 275 972
S02594-01	1/11/2003	031 012 467
S02791	1/11/2003	031 012 474
S02892-01	4/7/2003	031 112 016
S02892-02	4/7/2003	031 112 010
S02998	8/8/2003	031 266 209
S03215	12/5/2003	031 424 026
S03528	6/22/2000	001 170 405
S03529	6/22/2000	001 170 404
S03537-02	11/19/1999	991 340 215
S03546	11/16/2000	001 328 392
S03614	2/5/2004	041 052 942
S03620-01	2/13/2004	041 062 717
S03669	3/23/2004	041 109 273
S03756	6/16/2004	041 223 817
S04097	11/23/2004	041 444 787
S04171-02	11/23/2004	041 444 646
S04171-01	11/23/2004	041 444 645
S04193	11/23/2004	041 444 790
S04194	11/23/2004	041 445 026
S04198	2/9/2005	051 051 035
S04257	11/23/2004	041 444 277

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FILE NO.	REGISTRATION DATE	INSTRUMENT NO.
S04257-01	11/23/2004	041 444 278
S04561	5/5/2005	051 152 006
S04751	8/3/2005	051 276 406
S04833	6/14/2005	051 208 784
S04849	7/7/2005	051 241 709
S04902	9/27/2005	051 359 940
S04902-01	9/27/2005	051 359 941
S04904	9/3/2005	051 321 695
S05225	2/6/2007	071 060 268
S05294	12/23/2005	051 490 185
S05435	3/28/2006	061 125 749
S05453	4/11/2006	061 143 568
S05456	3/28/2006	061 125 498
S05456-01	12/23/2005	051 490 185
S06201	11/30/2007	071 583 547
S06336	4/16/2008	081 139 191
S06404	6/17/2004	041 227 470
S06405	6/17/2004	041 227 469
S06406	8/1/2001	011 217 939
S06409-01	7/6/1998	981 198 101
S06410	10/15/2004	041 393 776
P0164-MP	5/22/1981	811 093 918
P0164-MP	9/10/2002	021 316 656

EASEMENTS AND UTILITY-RIGHT-OF WAYS

E01128	9/29/2000	001 277 788
E01129	9/29/2000	001 277 787
E01130	9/29/2000	001 277 786
E01131	9/29/2000	001 277 785
E01133	9/29/2000	001 277 784
E01134	10/5/2000	001 285 185
E01219	9/28/2000	001 276 319
E01220	9/28/2000	001 276 320
E01221	9/28/2000	001 276 321
E01346	11/7/2000	001 320 231
E01348	11/7/2000	001 320 232
E01349	11/7/2000	001 320 233
E01402	1/18/2001	011 018 273
E01403	1/18/2001	011 018 274
E01488	2/2/2001	011 032 726
E01489	2/2/2001	011 032 727
E01490	2/2/2001	011 032 728
E01492	2/2/2001	011 032 729
E01493	10/21/2002	021 367 927
E01496	2/2/2001	011 032 730
E01497	2/2/2001	011 032 731
E01883	8/23/2001	001 243 298
E01884	8/23/2001	011 242 834
E01885	8/23/2001	011 242 835

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FILE NO.	REGISTRATION DATE	INSTRUMENT NO.
E01886	8/23/2001	011 242 836
E01887	8/23/2001	011 242 837
E01890	8/23/2001	011 243 307
E01891	8/23/2001	011 243 308
E01909	11/20/2001	011 344 489
E01910	11/20/2001	011 344 490
E01911	11/20/2001	011 344 491
E01953	12/7/2001	011 367 996
E01954	12/7/2001	011 367 997
E02195	11/30/2001	011 357 743
E02196	11/30/2001	011 357 744
E02232	6/3/2002	021 188 290
E02233	6/7/2002	021 197 551
E02234	6/3/2002	021 188 291
E02235	6/3/2002	021 188 292
E02236	6/3/2002	021 188 293
E02237	6/3/2002	021 188 294
E02276	12/17/2001	011 377 102
E02277	12/17/2001	011 377 103
E02312	12/17/2001	011 376 576
E02313	12/17/2001	011 376 577
E02395	8/9/2002	021 276 530
E02396	8/9/2002	021 276 531
E02409	25/07//2002	021 258 954
E02461	7/20/2002	021 250 576
E02462	7/20/2002	021 250 577
E02463	7/20/2002	021 250 578
E02541	8/12/2002	021 278 365
E02542	8/12/2002	021 278 366
E02543	8/12/2002	021 278 367
E02566	10/4/2002	021 350 236
E02567	10/4/2002	021 350 235
E02615	2/10/2003	031 047 928
E02616	2/10/2003	031 047 923
E02617	1/7/2003	031 005 275
E02618	1/15/2003	031 017 729
E02619	1/7/2003	031 005 276
E02620	1/7/2003	031 005 277
E02621	1/7/2003	031 005 278
E02622	1/7/2003	031 005 279
E02623	1/7/2003	031 005 281
E02624	1/7/2003	031 005 280
E02625	1/7/2003	031 005 286
E02626	1/7/2003	031 005 282
E02627	1/16/2003	031 018 766
E02628	1/7/2003	031 005 287
E02734	12/30/2002	021 454 746
E02735	12/30/2002	021 454 747
E02736	12/30/2002	021 454 748

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Permitted Encumbrances, Caveats, Easements and Restrictive Covenants

FILE NO.	REGISTRATION DATE	INSTRUMENT NO.
E02812	2/10/2003	031 047 928
E02813	2/10/2003	031 047 932
E02814	2/10/2003	031 047 934
E02815	2/10/2003	031 047 945
E02816	2/10/2003	031 047 946
E02817	2/10/2003	031 047 950
E02818	2/10/2003	031 047 956
E02819	2/10/2003	031 047 964
E03036	6/19/2003	031 204 678
E03037	6/19/2003	031 204 679
E03375	12/12/2003	031 431 450
E03376	12/12/2003	031 431 449
E03376-01	12/12/2003	031 431 447
E03378	11/12/2003	031 389 270
E03379	11/12/2003	031 389 269
E03381	7/8/2004	041 255 442
E03383	12/1/2004	041 455 439
E03526	11/24/1999	991 344 266
E03527	7/24/2000	001 203 124
E03537	9/28/1999	991 281 603
E03538	9/28/1999	991 281 604
E03539	28/009/1999	991 281 605
E03540	9/28/1999	991 281 606
E03545	9/28/1999	991 281 607
E03547	11/24/1999	991 344 262
E03548	11/24/1999	991 344 263
E03549	9/28/1999	991 281 608
E03550	11/24/1999	991 344 264
E03551	9/28/1999	991 281 609
E03553	9/28/1999	991 281 610
E03554	9/28/1999	991 281 614
E03555	9/28/1999	991 281 615
E03557	9/28/1999	991 281 616
E03558	11/24/1999	991 344 265
E03559	9/28/1999	991 281 617
E03626-01	7/8/2004	041 255 409
E03626-02	7/8/2004	041 255 411
E03626-03	7/8/2004	041 255 413
E03626-04	7/8/2004	041 255 440
E03626-05	7/8/2004	041 255 442
E03628	4/29/2004	041 151 143
E03650-01	4/1/2004	041 118 717
E03650-02	4/1/2004	041 118 727
E03650-03	4/1/2004	041 118 723
E03650-04	4/1/2004	041 118 718
E03650-05	4/1/2004	041 118 766
E03650-06	4/7/2004	041 126 426
E03650-07	4/1/2004	041 118 765
E03670	5/10/2004	041 165 122

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Permitted Encumbrances, Caveats, Easements and Restrictive Covenants

FILE NO.	REGISTRATION DATE	INSTRUMENT NO.
E03761-01	11/23/2004	041 444 830
E03761-02	11/23/2004	041 444 831
E04026	3/19/2003	031 090 812
E04027	3/19/2003	031 090 813
E04028	4/8/2003	031 113 973
E04029	4/2/2003	031 106 158
E04030	4/2/2003	031 106 159
E04031	4/2/2003	031 106 160
E04032	4/2/2003	031 106 161
E04033	4/2/2003	031 106 162
E04038	3/19/2003	031 090 810
E04039	3/19/2003	031 090 811
E04175-01	11/24/2004	041 446 278
E04175-02	11/24/2004	041 446 279
E04178-01	3/2/2005	051 070 843
E04178-02	3/2/2005	051 070 844
E04229	12/1/2004	041 456 157
E04230	2/22/2005	051 062 451
E04232-01	12/1/2004	041 456 159
E04307-01	4/28/2005	051 142 010
E04307-02	4/28/2005	051 142 011
E04307-03	4/28/2005	051 142 012
E04307-04	4/28/2005	051 142 013
E04307-05	4/28/2005	051 142 014
E04308-01	12/5/2006	061 502 818
E04308-02	12/5/2006	061 502 819
E04308-03	18/11/2006	061 479 363
E04394-02	7/28/2005	051 270 687
E04945-01	9/20/2005	051 348 266
E04945-02	9/20/2005	051 348 267
E04946-01	9/27/2005	051 359 831
E04946-02	9/27/2005	051 359 830
E04951-01	9/7/2005	051 326 133
E04951-02	9/7/2005	051 326 134
E04952	11/8/2006	061 465 869
E04954	8/24/2005	051 308 535
E04975-01	11/28/2005	051 450 708
E05246-01	2/6/2007	071 060 300
E05246-02	2/6/2007	071 060 301
E05246-03	2/6/2007	071 060 302
E05246-04	9/4/2007	071 441 511
E05318-01	6/5/2007	071 277 854
E05318-03	6/5/2007	071 277 855
E05320-01	8/31/2006	061 358 274
E05320-02	2/10/2006	061 063 695
E05381-01	7/12/2006	061 278 906
E05381-02	6/27/2006	061 256 160
E05381-03	7/12/2006	061 278 907
E05458-01	11/28/2007	071 580 667

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Permitted Encumbrances, Caveats, Easements and Restrictive Covenants

FILE NO.	REGISTRATION DATE	INSTRUMENT NO.
E05458-02	11/28/2007	071 580 666
E05465-01	2/1/2006	061 050 228
E05465-02	12/20/2005	051 485 617
E05465-03	12/20/2005	051 485 618
E05465-04	12/20/2005	051 485 619
E05465-05	12/20/2005	051 485 620
E05465-06	12/20/2005	051 485 621
E05465-07	12/20/2005	051 485 622
E05465-08	12/20/2005	051 485 623
E05465-09	12/20/2005	051 485 624
E05742-01	11/25/2006	061 490 400
E05746-01	12/8/2006	061 508 075
E05746-01	6/5/2008	081 200 565
E05746-02	6/5/2008	081 200 566
E05746-03	6/5/2008	081 200 567
E05746-04	6/5/2008	081 200 568
E05746-05	6/5/2008	081 200 569
E06216	11/28/2007	071 581 158
E06318-01	11/27/2001	011 352 721
E06318-02	11/27/2001	011 352 722
E06329-01	1/17/2005	051 021 295
E06329-02	1/17/2005	051 021 296
E06331-01	2/25/2005	051 067 383
E06331-02	2/25/2005	051 067 384
E06375	4/16/2008	081 139 568
E06438-01	7/2/2008	081 231 871
E06438-02	7/2/2008	081 231 872
E06438-03	7/2/2008	081 231 873
No File	11/12/2003	031 389 270
No File	10/29/2003	031 375 245
No File	10/29/2003	031 375 246
No File	10/29/2003	031 375 247

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Permitted Encumbrances, Caveats, Easements and Restrictive Covenants

FILE NO.	REGISTRATION DATE	INSTRUMENT NO.
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SURFACE RIGHTS BOARD ORDER REGISTRATIONS

E03542	12/21/1999	991 374 962
E03543	12/21/1999	991 374 961
E03544	12/21/1999	991 374 963
S04314	7/18/2005	051 254 404
S04314	9/27/2005	051 359 942
E04394-01	9/27/2005	051 359 942