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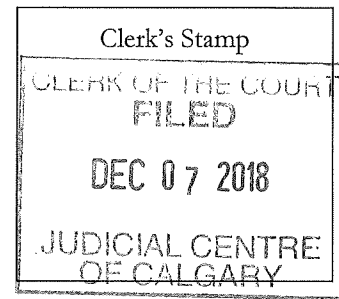
COURT: COURT OF QUEEN'S BENCH
OF ALBERTA

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 ELEVENTH REPORT
DECEMBER 6, 2018



ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING DOCUMENT

RECEIVER

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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 ten previous reports and their supplements between March 30, 2017 and November 19, 2018 (collectively the “**Prior Reports**”). The Prior Reports should be read in conjunction with this Eleventh Report.
4. On November 27, 2018, the Court granted various Orders (the “**November 27 Orders**”):
 - a) approving the Settlement Agreement (as defined in the Ninth Report) and authorizing the Receiver to take necessary steps to give effect to this agreement;
 - b) approving the sale of certain of Lexin’s interests in the High River area to Long Term Asset Management Inc. (“**LTAM**”) (as more particularly outlined in the Tenth Report); and

- c) approving the Receiver's activities and conduct outlined in the Tenth Report as well as the professional fees and disbursements incurred by the Receiver and its legal counsel to date.
5. The purpose of this report (the "**Eleventh Report**") is to provide the Court and other interested parties with:
- a) the Receiver's application for court approval of a proposed Purchase and Sale Agreement ("**PSA**") executed by the Receiver and Tamarack Acquisition Corp. ("**Tamarack**") for the sale of certain of Lexin's interests in the Waterton area and the Receiver's comments and recommendations in respect of that application;
 - b) the Receiver's application for its partial discharge over:
 - i. various AER well and facility licenses for which no accretive offers were made to the Lexin Group estate; and
 - ii. fee simple lands located around the Mazeppa Gas Plant, the retention and future sale of which would not be accretive to the LR Processing estate;
 - c) the Receiver's application seeking authority to obtain registration information from the Alberta Motor Vehicle Industry Council ("**AMVIC**"), Alberta's automotive regulator, with respect to one vehicle which remains in the Receiver's possession.
6. 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

7. The information contained in the Eleventh 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 Eleventh Report.

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

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.

Sales Process

14. As outlined in the Tenth Report, there are various complexities associated with Lexin's oil and gas interests, including the following:
- a) All Lexin-licensed wells have been shut-in since February 2017 with no previous production reported by Lexin since June 2016. As a result, the underlying assets have no deemed asset value for LLR purposes and it is unknown whether there are any well or pipeline integrity issues associated with the assets;
 - b) There are no incumbent Lexin staff to assist in a purchaser's due diligence;
 - c) It is difficult to access Lexin records to conduct due diligence; and
 - d) The priority payables applicable to the assets, although for the account of the vendor and not the purchaser in a vendor-risk deal, factors negatively into the overall environment inherited by a proposed purchaser.
15. Given the above noted factors, and as noted in the Tenth Report, only a few of the over 40 offers received in the Sales Process are potentially accretive to the estate. The Receiver has worked with Tamarack, the proposed purchaser in the offer currently before the Court, to re-work its offer from a non-accretive offer to an accretive offer.

Waterton area assets

16. In anticipation of the Settlement Agreement being executed, which agreement contemplated Finance withdrawing its credit bid, in August 2018 the Receiver consulted with the top bidder for the Waterton area assets to determine if it remained interested in pursuing its original offer (then in the amount of \$3.5 million) should Finance's credit bid be withdrawn. The top bidder's original offer not only included certain Waterton area assets, but also certain assets located in the Shouldice area.

17. The top bidder indicated it remained interested in the assets, but with a \$1.4 million price reduction reflective of the deterioration in the gas markets, amongst other factors, since October, 2017.
18. At the Receiver's request, and in order to better evaluate the bids, the bidder agreed to split its bid between the Waterton area and Shouldice area assets, with a revised offer submitted on the Waterton area assets of \$1.5 million and on the Shouldice area assets of \$600,000. Notwithstanding the price reduction, the top bidder remained the top bidder for each asset package and as such, the Receiver advanced discussions with this party, including providing consent to conduct further due diligence. This due diligence included a review of Lexin's records both with the Receiver and with joint venture partners, and field visits to the various sites.
19. Following this due diligence process, which process identified significant projected future cost increases and future decreases in third party gas processing revenue, the top bidder further reduced its offers by \$1,155,000 on the Waterton area assets and \$525,000 on the Shouldice area assets. The Receiver determined that neither of the revised offers were accretive to the estate.
20. As a result, the Receiver conducted an abridged re-bidding process via Sayer, wherein Sayer sought revised bids from parties who had previously submitted bids in October 2017. Sayer asked bidders to submit "purchaser-risk" bids for the Waterton area assets, rather than "vendor-risk" bids.
21. Purchaser-risk bids are bids wherein the purchaser agrees to assume the priority arrears owing on the assets bid-upon, plus pay an amount required to cover the estimated transaction and administration costs associated with the transaction, the latter on an upfront or as-incurred basis, rather than an on-closing basis inherent in "vendor-risk" bids. These bids must also provide sufficient additional proceeds to make the offer accretive to the Lexin Group estate.
22. None of the re-bids received on the Waterton area assets during this re-bidding process resulted in any accretive bids to the estate, due primarily to the high level of priority arrears

associated with Waterton assets, estimated to aggregate between \$700,000 and over \$1 million depending on the number of wells and pipelines included.

23. As a result, the Receiver undertook measures in anticipation of seeking partial discharge over these assets, including transferring utility cost payment responsibilities to the OWA. These utilities, which had been maintained by the OWA as the party with care and custody of these assets, with billings paid from the Receiver's account, comprised cathodic protection and space heating at Lexin's 13-34-008-2W5 gas processing facility ("Cowley Facility"). These utility costs had been in the \$6,000-\$7,000 per month range until billing payment responsibility was transferred to the OWA in October 2018.
24. Following the Tenth Report, Tamarack, who bid on the Waterton assets in October 2017 and re-bid in the re-bid process referenced above, approached the Receiver about submitting an accretive offer to the estate. These discussions culminated in the purchaser-risk Tamarack PSA executed December 4, 2018, which is the subject of the Receiver's present application. Tamarack is the 60% working interest owner and operator of the two gas wells in the Tamarack PSA that supplied approximately 90% of the production to the Cowley Facility when it was operating.
25. The Tamarack PSA, which is attached to this report as **Appendix 3**, provides for the following general terms:
 - a) Assets consist of:
 - i. the 13-34-008-2W5 Lexin-licensed Cowley Facility;
 - ii. Lexin's 40% non-operated working interest in two gas wells;
 - iii. three Lexin-licensed pipelines required to connect the above gas wells to the Cowley Facility and thereafter to the meter station; and
 - iv. equipment, surface leases and contracts necessary to operate the assets outlined above.
 - b) Purchase price - \$10,000;
 - c) Vendor costs reimbursement (as defined in the PSA) - \$50,000, with \$40,000 non-refundable and payable upon PSA execution (which amount the Receiver confirms it has received) and \$10,000 payable on closing;

- d) Purchaser assumption of priority arrears, including property tax, mineral lease, surface lease and Crown royalty arrears, estimated at approximately \$700,000;
- e) Deposit – \$2,000 deposit representing 20% of the purchase price, refundable only if Court approval is not obtained or there are other vendor-related reasons for not completing the transaction; and
- f) Permitted Encumbrances – Crown royalties and a 5% GORR to Caledonian Royalty Corporation on Lexin's 40% working interest in the above noted gas wells.

26. In accordance with the terms of the Settlement Agreement discussed in the Ninth Report, upon the closing of this transaction, the Receiver will owe 20% of the purchase price, or \$2,000, to ELP.

27. The Receiver considers the sales process for the Waterton area assets to be fair and reasonable given that:

- a) it was approved by the Court;
- b) it was conducted by Sayer, an independent third party focused on providing oil and gas sales advisory services, to canvas bidders;
- c) as outlined in the Tenth Report and reproduced here, Sayer took various steps to market the Lexin assets, including but not limited to:
 - i. Issuing a notice and teaser via mail and e-mail to over 2,000 parties on September 1st and 5th, 2017;
 - ii. Posting advertisements in the Daily Oil Bulletin, BOE Report ("BOE"), A&D Watch, PLS Inc. and Canadian Oil Industry Asset Sale Listing publications; and
 - iii. Creating a virtual data room containing confidential information accessible to potential bidders who executed a non-disclosure agreement ("NDA").
- d) Sayer received a wide overall response to their marketing, with over 60 NDAs executed and over 40 offers received on all Lexin properties;
- e) The Receiver, via Sayer, undertook a re-bid process on the Waterton area assets providing all prior bidders with the same opportunity to amend their bids.

28. The Receiver considers the proposed Tamarack PSA to be fair and reasonable given that:
- a) Tamarack was the only bidder to ultimately submit an accretive purchaser-risk offer;
 - b) the proposed Tamarack PSA was negotiated at arm's length and in good faith;
 - c) the costs of administration associated with this transaction are covered in the event the transaction does not close; and
 - d) the purchase price obtained, in the Receiver's view, represents the highest price achievable in the circumstances and results in an accretive offer, albeit nominally so.
29. In addition, the Receiver notes that there is no material cash flow outside of the Receiver's Borrowings, due to the fact that Lexin's licensed oil and gas assets were ordered suspended by the AER before the receivership. Thus, the net sale proceeds from the Tamarack sale will provide some small positive net cash flow into the receivership proceedings.
30. For the above noted reasons, the Receiver views the sale of certain of Lexin's interests in the Waterton area to Tamarack to be in the best interest of the Lexin Group's stakeholders. The Receiver supports and recommends the sale to Tamarack as being commercially reasonable in the circumstances.

Other Offers Received on Oil and Gas Properties

31. Aside from the Waterton area assets, there are two more potential sales of Lexin licensed properties that may be accretive to the Lexin estate, albeit marginally. These licenses will be withheld from the partial discharge process discussed in the foregoing section. Both of these sales, if they are concluded, will be transacted under a purchaser-risk PSA structure, whereby the closing risk of the transaction rests with the purchaser, not the vendor.

Partial Discharge Issues

32. As outlined in the Tenth Report and referenced in this Eleventh Report, it has become apparent that in the current environment, only a relatively small portion of Lexin's assets are saleable or have offers that are accretive to the estate. Based upon its present discussions with bidders, other than the two referred to above, and after considering the economics of

current offers, the Receiver has concluded that the realization of any additional assets would not be beneficial to the Lexin Group estate.

33. In order to create a list of the licenses for which the Receiver is seeking its partial discharge, the Receiver has first prepared a list of the well and facility licenses it requires to conclude the actual or potentially accretive offers, including i) the LTAM offer approved by the Court on November 27, 2018, ii) the Tamarack offer discussed earlier and iii) the two potential accretive offers referred to above, on certain Crossfield and Vulcan area assets. While the latter two offers are not yet definitive offers, the Receiver sees no current harm in excluding these licenses from the partial discharge process discussed below. The list of wells to be retained is attached as **Appendix 4** and **Appendix 5** sets out the list of facilities to be retained. These lists encompass 69 well licenses and 5 facility licenses, representing 4.6% and 5.8% of the total 1,512 and 86 Lexin well and facility licenses respectively.
34. By using the information in this Appendix 4 and 5, the Receiver was able to define the well and facility licenses over which it is seeking its partial discharge. These well and facility licenses represent the remainder of Lexin's licenses and are outlined in **Appendix 6** (wells) and **Appendix 7** (facilities).
35. Earlier this year, the Receiver obtained a partial discharge over a portion of these licenses, being those licenses for which no offers were received in the sales process. However, for ease of reference, the Receiver has included these licenses in Appendices 6 and 7.
36. Aside from the licenses outlined in Appendix 6 and 7, the Receiver is also seeking to be discharged over the lands associated with the Mazeppa Gas Plant owned by LR Ltd. The Mazeppa Gas Plant is Lexin's licensed sour gas processing facility with a deemed liability for LLR purposes of over \$26.7 million. These land titles are comprised of i) the LR Farmlands located at NE26-19-28W4M discussed in the Tenth Report (which also contains the rail spur, access roads, drainage pond and storage yard for the gas plant) and ii) the SE35-19-28W4M quarter section containing the gas processing plant and associated assets, as well as the MFC Power plant owned by a non-receivership entity that is leased from LR Processing

as discussed in the Ninth Report. The titles are attached as **Appendix 8** and **Appendix 9** respectively.

37. The Receiver does not require these lands to conclude any assets sales arising from the Millenia salvage process discussed in the Tenth Report, as the salvage process requires access to equipment only, which is granted by the AER.
38. Based on its marketing efforts to date, the Receiver does not believe that retaining these lands for purposes of a potential future sale will be accretive to the LR Ltd. estate. The reason for this is threefold:
- a) Prospective purchasers of the NE¹/₄ requested a sub-division process. Any prospective purchaser of the SE¹/₄ would likewise request a sub-division process to realize any farming value for these lands. This sub-division process is time consuming and expensive and would represent a cost to the LR Ltd. estate that exceeds any estimated net realizations from these lands;
 - b) The lands are subject to numerous priority lien and other claims, including builder's lien claims with an aggregate stated value of over \$2 million, unpaid property taxes totalling over \$850,000 and a potential super-priority secured claim by the province pursuant to section 14.06 (7) of the *Bankruptcy and Insolvency Act* for the costs of remedying any environmental condition or environmental damage affecting real property; and
 - c) It has become apparent to the Receiver that the power plant owned by MFC Power and situated on the Mazeppa Gas Plant lands is being actively marketed and parties in that apparent process have been approaching the Receiver with respect to various due diligence issues. The apparent MFC Power plant sales process presents no material value to the LR Ltd. estate (as the power plant is not an LR Ltd. asset), yet the parties involved in that apparent sales process are utilizing the Lexin Group estate resources to conduct their due diligence.

39. For the reasons outlined above, the Receiver is hereby seeking its partial discharge over the licenses outlined in Appendices 6 and 7 as well as the lands outlined in the titles attached as Appendix 8 and Appendix 9. The Receiver's partial discharge over these assets will allow the numerous stakeholders with interests in these assets, including surface lessors, mineral lessors, municipalities, operating and non-operating WIPs and others, to address their claims in the ordinary course, without the Stay impacting on their rights, at least with respect to the underlying assets.
40. The Receiver will seek a partial discharge over any unsold pipeline licenses at a later date as these licenses do not represent as significant a cost to the estate as maintaining the well and facility licenses do. As outlined in Prior Reports, the Receiver has been providing, and will continue to provide its consent to the OWA for their ongoing abandonment work on much of Lexin's and LR Processing's sour gas pipeline system.

AMVIC Relief

41. As outlined in the Fourth Report, the Receiver transported various vehicles registered to either Lexin or LR Ltd. to an auction company, who sold these assets on behalf of the Receiver and distributed the net proceeds to the Receiver.
42. One vehicle transported to the auction company, however, remains unsold as the Receiver could not locate any registration information for the vehicle. The Receiver has made numerous requests to obtain registration information from AMVIC, however, AMVIC has refused these requests and the Receiver has therefore been unable to confirm its registration/ownership.
43. The Receiver believes that this vehicle, a 2007 GMC Sierra 1500 truck with a VIN of 1GTEK19J27Z521311 (the "**Vehicle**") is registered to and owned by either Lexin or LR Ltd., based on the Vehicle's location at the date of receivership and the fact that no other party has contacted the Receiver claiming ownership of the Vehicle.

44. The Receiver is requesting that the Court approve an order directing AMVIC to disclose the Vehicle's registration and ownership to the Receiver so that the Receiver may deal with the Vehicle accordingly.

Recommendations

45. The Receiver respectfully recommends that this Honourable Court:

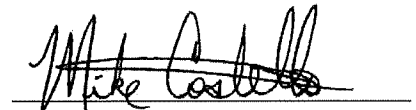
- a) Approve the sale of certain Waterton area assets to Tamarack;
- b) Approve the partial discharge of the Receiver with respect to the licenses listed in Appendix 6 and Appendix 7 to this Eleventh Report and the lands outlined in the titles attached as Appendix 8 and 9 to this Eleventh Report; and
- c) Direct AMVIC to release registration information on the Vehicle to the Receiver.

DATED at Calgary Alberta, the 6th day of December 2018.

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

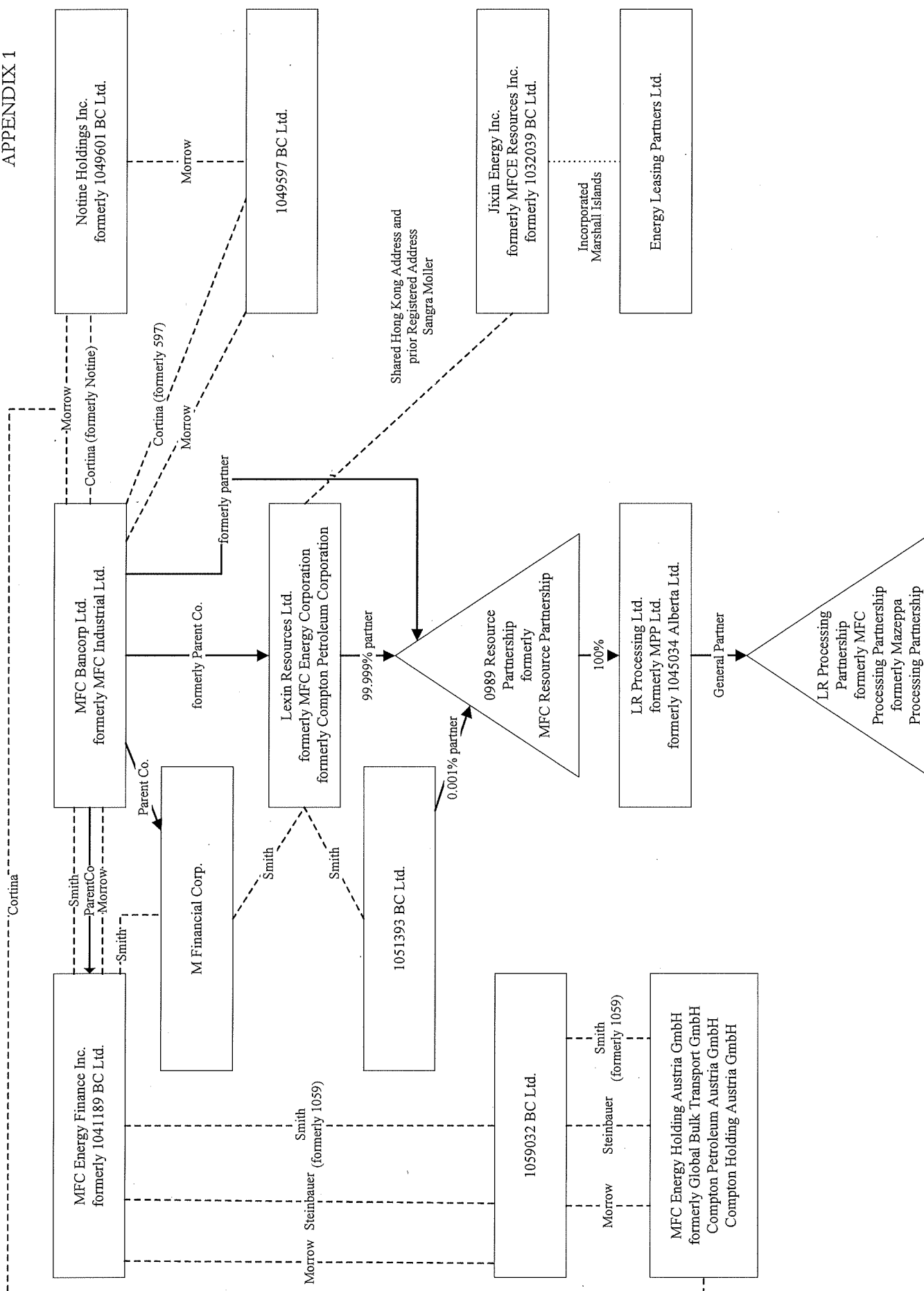


Andrew Basi, CPA, CA, CIRP, LIT
Senior Vice President



Michael Costello, CPA, CA, CBV
Senior Manager

APPENDIX 1

Cortina[®]

APPENDIX 2

	Current Name of Entity	Predecessor Name of Entity (prior to name change)	Defined Term hereafter
a	Lexin Resources Ltd.	MFC Energy Corporation	"Lexin"
b	0989 Resource Partnership	Compton Petroleum Corporation 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"

APPENDIX 3

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of December 4, 2018.

BETWEEN:

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

- and -

TAMARACK ACQUISITION 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 Lexin Resources Ltd., 1051393 B.C. Ltd., 0989 Resource Partnership, LR Processing Ltd. and LR Processing Partnership (collectively, "**Lexin**");

AND WHEREAS Vendor wishes to sell, and Purchaser wishes to purchase 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) "**Abandonment and Reclamation Obligations**" means all past, present and future obligations and liabilities to:
 - (i) abandon, shut-down, close, decommission, dismantle and remove any and all Wells and Tangibles, including all structures, foundations, buildings, pipelines, equipment and other Facilities located on the Lands or used or previously used in respect of Petroleum Substances produced or previously produced from the Lands or lands pooled or unitized therewith; and
 - (ii) restore, remediate and reclaim the surface and subsurface locations of the Wells, the Tangibles, the Lands, lands pooled or unitized therewith, and any lands used to gain access thereto, including such obligations relating to Wells, Pipelines and Facilities which were abandoned or decommissioned prior to the Closing Date that were located on the Lands or that were located on other lands and used in respect of Petroleum Substances produced or previously produced from the Lands, and including the remediation, restoration and reclamation of any other surface and sub-surface lands affected by any environmental damage,

contamination or other environmental issues emanating from or relating to the sites for the Wells or the Tangibles;

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

- (b) **"Affiliate"** means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person. The term **"control"** as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership or more than 50% of the voting securities of such Person, by contract or otherwise;
- (c) **"Agreement"** means this Asset Purchase Agreement between Vendor and Purchaser, including all recitals and schedules attached hereto, and **"this Agreement"**, **"herein"**, **"hereto"**, **"hereof"** and similar expressions mean and refer to this Agreement;
- (d) **"Applicable Law"** means, in relation to any Person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, licence or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;
- (e) **"Appointment Order"** has the meaning set out in the recitals;
- (f) **"Assets"** means the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests, but excludes the Excluded Assets;
- (g) **"Business Day"** means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (h) **"Claim"** means any claim, demand, lawsuit, proceeding or arbitration, or any investigation by a Governmental Authority, pertaining to the Assets, in each case whether asserted, threatened, pending or existing;
- (i) **"Closing"** means the transfer of possession, legal and beneficial ownership and risks of the Assets from Vendor to Purchaser and payment of the Purchase Price by Purchaser to Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto, including delivery of the Specific Conveyances if applicable;
- (j) **"Closing Date"** means the later of:
 - (i) 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;
- (k) **"Closing Place"** means the office of the Vendor or its solicitors, or such other place as may be agreed upon in writing by the Parties;
- (l) **"Court"** has the meaning set out in the recitals;
- (m) **"Court Order"** means an order to be granted by the Court substantially in the form of Schedule "E";

- (n) **"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;
- (o) **"Date of Appointment"** means March 20, 2017;
- (p) **"Deposit"** has the meaning as defined in Section 2.9;
- (q) **"Effective Date"** means December 1, 2018;
- (r) **"Effective Time"** means 12:01 a.m. on the Effective Date;
- (s) **"Elected Assets"** has the meaning defined in section 2.1;
- (t) **"Environment"** means the components of the earth and includes ambient air, land, surface and subsurface strata, groundwater, surface water, all layers of the atmosphere, all organic and inorganic matter and living organisms, and the interacting natural systems that include such components, and any derivative thereof shall have a corresponding meaning;
- (u) **"Environmental Liabilities"** means all past, present and future liabilities, obligations, and expenses in respect of the Environment which relate to the Assets (or lands pooled or unitized with Lands which may form part of the Assets), or which arise in connection with the ownership thereof or operations pertaining thereto, including liabilities, obligations and expenses related to or arising from:
 - (i) transportation, storage, use or disposal of toxic or hazardous substances;
 - (ii) release, spill, escape, emission, leak, discharge, migration or dispersal of toxic or hazardous substances; or
 - (iii) pollution or contamination of or damage to the Environment;including liabilities and obligations to compensate Third Parties for damages and Losses resulting from the items described in items (i), (ii) and (iii) above (including damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise protect the Environment;
- (v) **"Excluded Assets"** means:
 - (i) any item or thing owned by Third Parties and licenced to Vendor or Lexin with restrictions on deliverability or disclosure by Vendor or Lexin that prevent the conveyance of such item or thing to Purchaser;
 - (ii) advances and deposits for operations payable to Governmental Authorities or other Persons prior to the Effective Time to secure obligations or as prepayment of costs or expenses;
 - (iii) legal and title opinions;
 - (iv) documents, other than Title Documents, prepared by or on behalf of Vendor or Lexin in contemplation of litigation and any other documents within the possession of Vendor or Lexin which are subject to solicitor-client privilege under the laws of the Province of Alberta or any other jurisdiction;
 - (v) records, policies, manuals and other proprietary, confidential business or technical information not used exclusively in the operation of the Assets;

- (vi) cash and securities of Lexin or any other corporation or entity;
- (vii) accounts receivable of Lexin, subject to the adjustments set forth in ARTICLE 7;
- (viii) Lexin's choses in action, subject to the adjustments set forth in ARTICLE 7;
- (ix) except as otherwise specifically provided for herein, any computer software, computer networks and other technology systems of Lexin;
- (x) agreements, documents or data to the extent that:
 - (A) they pertain to Lexin's proprietary technology;
 - (B) they pertain to seismic data;
 - (C) they pertain to any intellectual property owned by a Third Party;
 - (C) they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by Lexin to an assignee;
 - (D) they comprise Vendor's and Lexin's tax and financial records, and economic evaluations; and
- (xi) any other assets specifically described in Schedule "F"

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

- (w) **"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 any applicable Pipelines, battery, separator, compressor station, gathering system, production storage facility or warehouse, and including those field facilities specifically identified in Schedule "B";
- (x) **"General Conveyance"** means the general conveyance in the form attached as Schedule "C";
- (y) **"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;
- (z) **"GST"** means the goods and services tax payable pursuant to the GST Legislation;
- (aa) **"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;
- (bb) **"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);

- (cc) **"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);
- (dd) **"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;
- (ee) **"Licences"** means any permits, approvals, licences and authorizations granted by any applicable Governmental Authority;
- (ff) **"Licence Transfers"** means, in relation to the Assets, the transfer of applicable Licences, subject to the provisions of Sections 8.5 and 8.7 hereof;
- (gg) **"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;
- (hh) **"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 and the Tangibles (other than the Petroleum and Natural Gas Rights and the Tangibles) or either of them, but only to the extent that such property, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles or either of them, including any and all of the following:
 - (i) all contracts and agreements relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents);
 - (ii) all subsisting rights to carry out operations relating to the Lands or the Tangibles, and without limitation, all easements and other Licenses pertaining to the Tangibles;
 - (iii) rights to enter upon, use, occupy and enjoy the surface of any lands which are used or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights and the Tangibles, or either of them, and all contracts and agreements related thereto;
 - (iv) all records, books, documents, Licences (subject to Section 8.7 hereof), reports and data (but excluding seismic data) which relate to the Petroleum and Natural Gas Rights and the Tangibles; and
 - (v) the Wells, including the wellbores thereof and all casing, tubing and packers therein;but specifically excluding the Excluded Assets;
- (ii) **"Outside Date"** means February 28, 2019;
- (jj) **"Party"** means a party to this Agreement;
- (kk) **"Permitted Encumbrances"** means:

- (i) all encumbrances, liens, adverse Claims, penalties, conversions, overriding royalties and other royalties, net profits interests and other burdens identified in Schedule "A";
- (ii) any Preferential Purchase Rights or any similar restriction applicable to any of the Assets;
- (iii) the terms and conditions of the Title Documents, including the requirement to pay any rentals or royalties (including reassessments) to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (iv) the right reserved to or vested in any grantor or Governmental Authority by the terms of any Title Document, lease, license, franchise, grant or permit or by Applicable Law to terminate any Title Document, lease, license, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;
- (v) easements, rights of way, servitudes, permits, licenses or other similar rights in land, including rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (vi) taxes on Petroleum Substances or the income or revenue from the Petroleum Substances and requirements imposed by Applicable Law or Governmental Authorities concerning rates of production from the Wells or from operations on any of the Lands, or otherwise affecting recoverability of Petroleum Substances from the Lands, which taxes or requirements are generally applicable to the oil and gas industry in the jurisdiction in which the Assets are located;
- (vii) agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than 60 days' notice (without an early termination penalty or other like cost);
- (viii) any obligation of Lexin or Vendor to hold any right or interest in and to any of the Assets in trust for Third Parties;
- (ix) the right reserved to or vested in any Governmental Authority to control or regulate any of the Assets in any manner, including any directives or notices received from any Governmental Authority pertaining to the Assets;
- (x) liens incurred or created in the ordinary course of business as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Vendor's or Lexin's share of the costs and expenses thereof;
- (xi) the express or implied reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xii) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- (xiii) agreements respecting the operation of Wells by contract field operators;
- (xiv) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and

- (xv) liens created in the ordinary course of business in favour of any Governmental Authority with respect to operations pertaining to any of the Assets;
- (ll) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (mm) **"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;
- (nn) **"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;
- (oo) **"Pipelines"** means the pipelines described in Schedule "B";
- (pp) **"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;
- (qq) **"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;
- (rr) **"Proposal"** has the meaning set out in Section 8.3;
- (ss) **"Purchase Price"** has the meaning set out in Section 2.2;
- (tt) **"Receiver"** has the meaning set out in the recitals;
- (uu) **"Regulator"** means the Alberta Energy Regulator;
- (vv) **"Representative"** means, with, respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;
- (ww) **"ROFR"** means right of first refusal;
- (xx) **"Sales Taxes"** means all transfer, sales, excise, stamp, licence, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other charges of a Governmental Authority (including additions by way of penalties, interest and other amounts relating to late filings or payments) with respect to the transfer and conveyance to Purchaser of the Assets or the transfer or registration of the Specific Conveyances, but excludes GST, and any income taxes and penalties and interest related thereto;
- (yy) **"Specific Conveyances"** means all conveyances, assignments, transfers, novations, bills of sale, trust agreements and declarations, subleases and such other documents or instruments as are reasonably required or desirable to convey, assign and transfer the Assets to Purchaser and to novate Purchaser in the place and stead of Lexin with respect to the Assets;

(zz) **"Tangibles"** means:

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

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

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

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

(ddd) **"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 the cathodic protection and other asset preservation related utility charges maintained at the Facilities by the Receiver since the Date of Appointment;

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

1.2 Headings

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

1.3 Interpretation Not Affected by Headings

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

1.4 Plurals and Gender

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

1.5 Schedules

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

Schedule "A"	Lands, Petroleum and Natural Gas Rights, Title Documents, Royalties and Permitted Encumbrances
Schedule "B"	Wells, Pipelines and Facilities
Schedule "C"	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 \$10,000.00 (the "**Purchase Price**") plus applicable GST and Sales Taxes, satisfied by Purchaser by the Purchaser paying the Deposit to the Vendor, to be paid out pursuant to Section 2.9, with the balance payable 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 for the Environmental Liabilities and Abandonment and Reclamation Obligations associated therewith and the absolute release of Lexin and Vendor of all and any responsibility or liability therefor.

2.3 Allocation of Purchase Price

The Parties shall allocate the Purchase Price as follows:

Petroleum and Natural Gas Rights, Surface Rights and Well, Facility and Pipeline Licenses	\$7,999.00
Tangibles	\$2,000.00
Miscellaneous Interests	\$1.00
Total	\$10,000.00

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; 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 balance owing on 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 Deposit

The Parties acknowledge that a deposit in the amount of \$2,000.00 will be delivered by Purchaser to the Vendor (the "Deposit") upon execution of this agreement. 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 the retention of the Deposit shall constitute liquidated damages to Vendor and not a penalty of Closing not occurring.

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

- (a) if Closing occurs, subject to Section 9.1 (f) 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 (subject only to adjustments thereto);
- (b) if Closing does not occur due to a failure of (i) either or both of the Section 3.2 conditions or (ii) either or both of the Section 3.3 conditions before the Outside Date, the Deposit shall be returned to Purchaser by the Vendor for the account of Purchaser absolutely; and

- (c) if Closing does not occur due to any reason other than as addressed by Section 2.9(b), 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 application of Section 2.9(b) or 2.9(c), each Party shall be released from all obligations under or in connection with this Agreement, other than the provisions with respect to confidentiality (Section 11.12) and the use of personal information (Section 11.14).

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 Regulator

- (a) Prior to Vendor obtaining the Court Order, upon Vendor request, Purchaser shall provide Vendor with the Purchaser's business associate codes for the Regulator.
- (b) Prior to Vendor obtaining the Court Order, Purchaser shall provide to the Regulator the documentation, if any, required by such Regulator in order to facilitate a timely Closing.

2.12 Court Order

- (a) Vendor will use reasonable commercial efforts to obtain the Court Order on or before December 19, 2018, including the filing of all necessary documents required to obtain the Court Order.

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 including, but not limited to, the Facilities and the Wells.

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

3.2 Mutual Conditions

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

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

Unless otherwise agreed to by the Parties, if the conditions contained in this Section 3.2 have not been performed, satisfied or waived before the Outside Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement shall automatically terminate without any further action on the part of either Vendor or Purchaser and Vendor shall forthwith return the Deposit to the 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; and
- (b) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects.

If any one or more of the foregoing conditions 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 shall forthwith return the Deposit to the Purchaser and Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in Sections 11.12 and 11.14.

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 2.9, 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;
- (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 holds, or is eligible to hold and at Closing will hold a business associate code from the Regulator making it eligible to hold the licences which are the subject of the Licence Transfers, if any, in the province in which they are situated;
- (k) Purchaser will have at Closing, if required, a sufficient Liability Management Rating (or similar rating) with the Regulator in order to comply with the applicable Governmental Authority Licensee Liability Management Program. Purchaser is not aware of any fact or circumstance that could prevent or delay the transfer of any permits or licenses relating to or forming part of the Assets as contemplated in this Agreement;
- (l) Purchaser is in compliance with all the requirements of all Governmental Authorities, including the Regulator;
- (m) Purchaser is not a non-resident of Canada within the *Income Tax Act* (Canada); and
- (n) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act*.

4.3 Limitation of Representations by Vendor

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

limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to:

- (i) any engineering, geological or other interpretation or economic evaluations respecting the Assets;
 - (ii) the quality, quantity or recoverability of Petroleum Substances within or under the Lands or any lands pooled or unitized therewith;
 - (iii) any estimates of the value of the Assets or the revenues or cash flows from future production from the Lands;
 - (iv) the rates of production of Petroleum Substances from the Lands;
 - (v) the quality, condition, fitness or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles and the Wells, including the wellbores thereof and all casing, tubing and packers therein);
 - (vi) the availability or continued availability of facilities, services or markets for the processing, transportation or sale of any Petroleum Substances;
 - (vii) the accuracy or completeness of the Data Room Information or any other data or materials, representations, warranties or statements made, direct or indirect, express or implied, other information relating to the Assets (whether supplied by the Vendor, its Representatives or otherwise);
 - (viii) the suitability of the Assets for any purpose;
 - (ix) compliance with Applicable Laws; or
 - (x) the title and interest of Lexin in and to the Assets.
- (b) Without restricting the generality of the foregoing, Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of Lexin's interests in the Assets and the state and condition thereof and that it is satisfied with, and has relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets.
- (c) Except with respect to the representations and warranties in Section 4.1 or in the event of fraud, Purchaser forever releases and discharges Vendor and its Representatives from any Claims and all liability to Purchaser or Purchaser's Representatives, assigns and successors, as a result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Purchaser by Vendor or its Representatives prior to or pursuant to this Agreement, including any evaluations, projections, reports, assessments and interpretive or non-factual materials prepared by or for Vendor, or otherwise in Vendor's possession.

ARTICLE 5

INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES

5.1 Purchaser's Indemnities for Representations and Warranties

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor and Vendor's Representatives from and against, all Losses suffered, sustained, paid or incurred by Vendor or its Representatives which would not have been suffered, sustained, paid or incurred had all of the

representations and warranties contained in Section 4.2 been accurate and truthful; provided, that nothing in this Section 5.1 shall be construed so as to cause Purchaser to be liable to or indemnify Vendor in connection with any representation or warranty contained in Section 4.2 if and to the extent that Vendor did not rely upon such representation or warranty.

5.2 Survival of Claim for Representations and Warranties

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

ARTICLE 6 INDEMNITIES

6.1 Post-Closing Date Indemnity

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

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

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

as a result of any matter or thing arising out of, resulting from, attributable to or connected with any Environmental Liabilities or any Abandonment and Reclamation Obligations. Once Closing has occurred, Purchaser shall be solely responsible for all Environmental Liabilities and all Abandonment and

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

6.3 Third Party Claims

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

- (a) upon the Third Party Claim being made against or commenced against the Indemnitee, the Indemnitee shall within 30 Business Days of notice thereof provide written notice thereof to the Purchaser. The notice shall describe the Third Party Claim in reasonable detail and indicate the estimated amount, if practicable, of the indemnifiable Losses that have been or may be sustained by the Indemnitee in respect thereof. If the Indemnitee does not provide notice to the Purchaser within such 30 Business Day period, then such failure shall only lessen or limit the Indemnitee's rights to indemnity hereunder to the extent that the defence of the Third Party Claim was prejudiced by such lack of timely notice;
- (b) if the Purchaser acknowledges to the Indemnitee in writing that the Purchaser is responsible to indemnify the Indemnitee in respect of the Third Party Claim pursuant hereto, the Purchaser shall have the right to take either or both of the following actions:
 - (i) assume carriage of the defence of the Third Party Claim using legal counsel of its choice and at its sole cost; and/or
 - (ii) settle the Third Party Claim, provided the Purchaser pays the full monetary amount of the settlement and the settlement does not impose any restrictions or obligations on the Indemnitee, and provided a full and final unconditional release in favour of Vendor and its Representatives is obtained in form and substance satisfactory to Vendor;

- (c) if the Purchaser acknowledges to the Indemnatee in writing that the Purchaser is responsible to indemnify the Indemnatee in respect of a Third Party Claim pursuant hereto, the Indemnatee 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 Indemnatee 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 Indemnatee may have relating thereto. The Indemnatee 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 Indemnatee shall subsequently be reimbursed from any source in respect of the Third Party Claim from any Third Party which results in the Indemnatee receiving, in the aggregate, more than the amount of the Third Party Claim, the Indemnatee 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 Indemnatee 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 or Lexin as applicable, 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 Appointment Date):

- (a) Property taxes, including any municipal property taxes;
- (b) Mineral lease royalties and rentals;
- (c) Surface lease rentals; and
- (d) any other obligation related to the Assets or arising from ownership of the Assets which is adjusted for in accordance with this ARTICLE 7.

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 (including maintenance, development, capital and operating costs) and all revenues relating to the Assets (including proceeds from the sale of production and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties) shall be apportioned as of the Effective Time

between Vendor and Purchaser on an accrual basis in accordance with generally accepted accounting principles, provided that:

- (i) advances made by Vendor or Lexin in respect of the costs of operations on Lands (or lands pooled or unitized therewith) or the Wells, Pipelines or Facilities included in the Assets which advances have not been applied 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 an 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 returned to Vendor;
 - (iii) costs and expenses of work done, services provided and goods supplied shall be deemed to accrue for the purposes of this Article when the work is done or the goods or services are provided, regardless of when such costs and expenses become payable;
 - (iv) no adjustments shall be made in respect of Lexin's or Vendor's income taxes;
 - (v) revenues from the sale of Petroleum Substances will be deemed to accrue when the Petroleum Substances are produced; and
 - (vi) Petroleum Substances that were produced beyond the wellhead, but not sold, as of the Effective Time shall be credited to Vendor and will be deemed to be sold on a first-in-first-out basis.
- (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 Licence Transfers

- (a) Subject to the provisions of Section 8.7 hereof, to the extent applicable, within two Business Days following Closing, Purchaser shall prepare and, where applicable, electronically submit, to the applicable Governmental Authorities the Licence Transfers, if any, and Vendor or its nominee shall, where applicable, electronically ratify and concur to such Licence Transfers.
- (b) If a Governmental Authority denies a Licence Transfer because of misdescription or other minor deficiencies in the application, Purchaser shall, as soon as practicable, correct the application and amend and re-submit the Licence Transfer application. Vendor or its nominee shall, where applicable, electronically ratify and concur to such Licence Transfer.
- (c) If for any reason, a Governmental Authority requires a Party or its nominee:
 - (i) to make a deposit or furnish any other form of security to approve or give effect to a Licence Transfer; or
 - (ii) undertake any corrective action or remedial work, including inspections, tests or engineering assessments,

Purchaser shall make such deposit or furnish such other form of security as is required, in accordance with this Section and Section 2.11 or undertake such corrective or remedial work as may be required, at Purchaser's sole expense. All Licence Transfer processing fees (including any fees required to be paid for expedited service) shall be for Purchaser's account.

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

8.6 Vendor Deemed Purchaser's Agent

- (a) Insofar as Vendor maintains the Assets and takes actions in relation thereto on Purchaser's behalf pursuant to this ARTICLE 8, Vendor shall be deemed to have been Purchaser's agent hereunder. Purchaser ratifies all actions taken by Vendor or refrained from being taken by Vendor pursuant to this ARTICLE 8 in such capacity during such period, with the intention that all such actions shall be deemed to be Purchaser's actions.
- (b) Insofar as Vendor participates in either operations or the exercise of rights or options as Purchaser's agent pursuant to this ARTICLE 8, Vendor may require Purchaser to secure costs to be incurred by Vendor on Purchaser's behalf pursuant to such election in such manner as may be reasonably appropriate in the circumstances.
- (c) Purchaser shall indemnify Vendor and its Representatives against all Losses which Vendor or its Representatives may suffer or incur as a result of Vendor maintaining the Assets as Purchaser's agent pursuant to this ARTICLE 8, insofar as such Losses are not a direct result of the gross negligence or wilful misconduct of Vendor or its Representatives. An action or omission of Vendor or of its Representatives or of Lexin or its Representatives shall not be regarded as gross negligence or wilful misconduct to the extent to which it was done or omitted from being done in accordance with Purchaser's instruction (including any election deemed to be made pursuant to Section 8.3(b)) or concurrence, or otherwise in accordance with this Agreement. Purchaser's indemnity obligations set forth in this Section 8.6(c) shall survive the Closing Date indefinitely.

8.7 Transfer of Operatorship

Insofar as Vendor operates any of the Assets, Purchaser acknowledges that Vendor is not able to transfer operatorship of some or all of such Assets to Purchaser at or after Closing. Should a Third Party take over operatorship of some or all of the Assets whether after receiving change of operatorship notices from Vendor of the sale of its interest, or otherwise, Purchaser acknowledges that such Licences will be transferred to the successor operator at or following Closing and that Purchaser shall not contest any such succession of operatorship or transfer of Licences except as otherwise provided in the applicable operating agreements after Closing and such succession and transfer.

ARTICLE 9 PREFERENTIAL PURCHASE RIGHTS

9.1 Preferential Purchase Rights

- (a) 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 Environmental Liabilities or 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 - Tamarack Acquisition Corp.
600, 425 - 1st Street S.W., Calgary, AB T2P 3L8

Attention: K.B. (Ken) Cruikshank
E-Mail: Ken.Cruikshank@tamarackvalley.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.

In the event of Termination of this Agreement, the Deposit shall be addressed in accordance with Section 2.9.

11.14 Personal Information

Purchaser covenants and agrees to use and disclose any personal information contained in any of the books, records or files 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**

TAMARACK ACQUISITION CORP.

Per: 
Name: **K.B. (Ken) Croikshank**
Title: **Vice President, Land**

THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED December 4, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and TAMARACK ACQUISITION CORP.

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

Vendor File #	Title Document	Legal Description	Zones	Vendor Interest	Encumbrances
M08312	Crown Licence No. 5504100296	Section 34-009-03W5	PNG to base Blairmore Group	40%	Crown Royalty, plus 5% GOR payable to Caledonian on 40% of production
M08313	Crown Licence No. 5503070729	Section 3-010-03W5	PNG to base Blairmore Group	40%	Crown Royalty, plus 5% GOR payable to Caledonian on 40% of production

THE FOLLOWING COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED December 4, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and TAMARACK ACQUISITION CORP.

Wells, Pipelines and Facilities

Wells

40% non-operated working interest in:

Location	Licence (Wells already licensed to Purchaser, included for reference purposes only)
100/11-34-009-03W5/04	Licence No. 0407159
100/03-03-010-03W5/04	Licence No. 0364935

Pipelines

From	To	Licence
03-03-010-03W5	16-16-009-02W5	Licence No. 47239, Segment 7
16-16-009-02W5	13-34-008-02W5	Licence No. 47239, portion of Segment 3**
13-34-008-02W5	15-32-008-02W5	Licence No. 47239, Segment 4

****Line split will have to take place at 16-16-009-02W5**

Facilities

Location	Type	Licence
13-34-008-02W5	Gas Plant	Licence No. F31687

THE FOLLOWING COMPRISES SCHEDULE "C" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED December 4, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and TAMARACK ACQUISITION CORP.

THIS GENERAL CONVEYANCE made as of this ____ day of _____, 2018.

BETWEEN:

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

- and -

TAMARACK ACQUISITION 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 December 4, 2018 between Grant Thornton Limited, solely in its capacity as the receiver and manager of the assets, undertaking and property of LEXIN RESOURCES LTD., 1051393 B.C. Ltd., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. and LR PROCESSING PARTNERSHIP, and not in its personal capacity, as Vendor, and TAMARACK ACQUISITION 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

TAMARACK ACQUISITION CORP.

Per: _____

Name: K.B. (Ken) Cruikshank
Title: Vice President, Land

Per: _____

Name:
Title:

THE FOLLOWING COMPRISES SCHEDULE "D" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED December 4, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and TAMARACK ACQUISITION CORP.

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

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

RE: Asset Purchase Agreement dated December __, 2018 between Vendor and Purchaser (the "Agreement")

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

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

1. Each of the covenants, representations and warranties of the [Vendor]/[Purchaser] contained in Article 4 of the Agreement were true and correct in all material respects when made and remain true and correct in all material respects up to the Closing Time.
2. All obligations of [Vendor] [Purchaser] contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.
3. This Certificate is made for and on behalf of the [Vendor] [Purchaser] and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.
4. This Certificate is made with full knowledge that the [Vendor] [Purchaser] is relying on the same for the Closing of the Transaction.

IN WITNESS WHEREOF I have executed this Certificate this ____ day of _____, 2018.

[Name of Vendor/Purchaser]

Per: _____
Name: _____
Title: _____

THE FOLLOWING COMPRISES SCHEDULE "E" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED December 4, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and TAMARACK ACQUISITION CORP.

COURT ORDER

COURT FILE NUMBER 1701-03460

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ALBERTA ENERGY REGULATOR

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

DOCUMENT APPROVAL AND VESTING ORDER
(Sale by Receiver)

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

Clerk's Stamp

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 (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 Tamarack Acquisition Corp. (the "Purchaser") dated December __, 2018

and appended to the Eleventh Report of the Receiver dated December ___, 2018 (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, 2018 (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), 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).

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, subject only to approval of the transfer of applicable licences, permits and approvals by the Alberta Energy Regulator (the "AER") pursuant to legislation administered by the AER, 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. the Registrar of Land Titles of Alberta (the "AB Registrar") shall and is hereby authorized, requested and directed to:

- i. cancel the existing Certificates of Title listed pursuant to the Land Schedule, attached as Schedule "D" to this Order, and to issue new Certificates of Title in the name of the Purchaser (or its nominee),
- ii. transfer the existing Instruments listed on the Caveats and Easements Schedule, attached hereto as Schedule "E" to this Order, and to issue new caveats, utility right of ways, or such other easements reflected by the Instruments listed on Schedule "E", in the name of the Purchaser (or its nominee), and

- iii. discharge and expunge the non-permitted Encumbrances listed in Schedule "C" hereto,

and to register such transfers, discharges, and discharge statements of conveyances, as may be required to convey clear title to the Purchased Assets located in the Province of Alberta to the Purchaser (or its nominee), subject only to the Permitted Encumbrances;

- b. 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,
 - c. 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 Registrar, 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 without limiting the generality of the foregoing, the AB Registrar is hereby directed to accept all of the Affidavits of Corporate Signing Authority submitted by the Receiver, in its capacity as Receiver and Manager of the Debtor and not in its personal capacity, 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, and the authorization or approval of the Regulator referenced in paragraph 3 above.
 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, 2018, 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 Tamarack Acquisition 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
M08312	Crown Licence No. 5504100296	Section 34-009-03W5	PNG to base Blairmore Group	40%	Crown Royalty, plus 5% GOR payable to Caledonian on 40% of production
M08313	Crown Licence No. 5503070729	Section 3-010-03W5	PNG to base Blairmore Group	40%	Crown Royalty, plus 5% GOR payable to Caledonian on 40% of production

2. Wells, Pipelines and Facilities

Wells

40% non-operated working interest in:

Location	Licence (Wells already licensed to Purchaser, included for reference purposes only)
100/11-34-009-03W5/04	Licence No. 0407159
100/03-03-010-03W5/04	Licence No. 0364935

Pipelines

From	To	Licence
03-03-010-03W5	16-16-009-02W5	Licence No. 47239, Segment 7
16-16-009-02W5	13-34-008-02W5	Licence No. 47239, portion of Segment 3
13-34-008-02W5	15-32-008-02W5	Licence No. 47239, Segment 4

Facilities

Location	Type	Licence
13-34-008-02W5	Gas Plant	Licence No. F31687

Schedule "C"

Encumbrances – Not Permitted

SECURITY	LANDS	REGISTRATION NO.	REGISTRATION DATE
Energy Leasing Partners Ltd.	Twp 8 Rge 2 W5M NW/4 of Section 34	151 311 322	11/30/2015

SCHEDULE "D"

CERTIFICATES OF TITLE

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

Schedule "E"

Permitted Encumbrances, Caveats, Easements and Restrictive Covenants

CAVEATS - EASEMENTS

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

COMPANY FILE NO.	LANDS	TITLE NO.	REGISTRATION NO.
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SURFACE LEASE CAVEATS

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

COMPANY FILE NO.	LANDS	TITLE NO.	REGISTRATION NO.
	2-8-W4M: NW 34	971 059 921	081 063 707

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.
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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.
	2-8-W4M: NW 34	971 059 921	061 039 408

SCHEDULE "F"**CROWN LEASES**

AGREEMENT NUMBER	AGREEMENT TYPE	INTEREST DESCRIPTION	EFFECTIVE DATE
		Nil.	

THE FOLLOWING COMPRISES SCHEDULE "F" ATTACHED TO AND FORMING PART OF AN ASSET PURCHASE AGREEMENT DATED December 4, 2018 BETWEEN GRANT THORNTON LIMITED, solely in its capacity as receiver of LEXIN RESOURCES LTD., 1051393 B.C. LTD., 0989 RESOURCE PARTNERSHIP, LR PROCESSING LTD. AND LR PROCESSING PARTNERSHIP, and not in its personal capacity, and TAMARACK ACQUISITION CORP.

EXCLUDED ASSETS

NIL

APPENDIX 4

Lexin Resources Limited - Retained Wells

Reference No.	Licence Number	Licence Status	Unique Well Identifier (UWI)
1	W 0031415	Issued	07-33-023-28W4
2	W 0037686	Amended	05-34-023-28W4
3	W 0090635	Suspension	14-16-020-28W4
4	W 0177460	Issued	10-21-023-28W4
5	W 0179609	Amended	04-21-023-28W4
6	W 0181274	Issued	12-21-023-28W4
7	W 0182704	Issued	14-16-023-28W4
8	W 0189985	Issued	04-10-023-28W4
9	W 0203704	Suspension	10-21-023-28W4
10	W 0214266	Issued	02-28-023-28W4
11	W 0223115	Issued	07-29-016-29W4
12	W 0225060	Issued	06-04-017-29W4
13	W 0233619	Issued	02-20-017-29W4
14	W 0234834	Issued	04-09-017-29W4
15	W 0238564	Amended	12-33-016-29W4
16	W 0239224	Issued	03-16-017-29W4
17	W 0239507	Issued	07-17-017-29W4
18	W 0243231	Issued	06-22-017-29W4
19	W 0254548	Issued	10-04-018-29W4
20	W 0256890	Issued	07-21-023-28W4
21	W 0257389	Amended	15-08-017-29W4
22	W 0258779	Issued	09-05-018-29W4
23	W 0259281	Issued	10-32-017-29W4
24	W 0260263	Issued	10-20-017-29W4
25	W 0260729	Issued	12-16-017-29W4
26	W 0260935	Issued	16-28-017-29W4
27	W 0269126	Issued	12-22-018-29W4
28	W 0270487	Issued	11-15-017-29W4
29	W 0271607	Issued	11-28-017-29W4
30	W 0272327	Issued	12-22-017-29W4
31	W 0273830	Issued	16-08-018-29W4
32	W 0284480	Amended	11-31-016-28W4
33	W 0286257	Issued	11-04-017-29W4
34	W 0290453	Issued	14-30-016-28W4
35	W 0293084	Amended	01-34-018-29W4
36	W 0294076	Issued	10-25-016-29W4
37	W 0294814	Issued	09-24-016-29W4
38	W 0303432	Issued	05-18-016-28W4
39	W 0306332	Issued	16-29-016-29W4
40	W 0308439	Amended	08-08-017-29W4
41	W 0310373	Issued	05-07-017-28W4
42	W 0310910	Issued	08-28-018-29W4
43	W 0315508	Amended	12-12-017-29W4
44	W 0318002	Issued	15-16-017-29W4
45	W 0318286	Issued	01-24-016-29W4
46	W 0318986	Amended	01-25-016-29W4
47	W 0319901	Issued	01-05-018-29W4

Lexin Resources Limited - Retained Wells

Reference No.	Licence Number	Licence Status	Unique Well Identifier (UWI)
48	W 0323867	Issued	03-31-016-28W4
49	W 0327717	Issued	10-28-023-28W4
50	W 0328737	Issued	16-11-017-29W4
51	W 0330474	Issued	14-11-017-29W4
52	W 0332670	Issued	02-07-017-28W4
53	W 0334391	Issued	08-08-018-29W4
54	W 0335770	Issued	14-28-015-25W4
55	W 0335825	Issued	04-33-016-29W4
56	W 0337236	Issued	05-22-018-29W4
57	W 0337243	Issued	06-34-015-25W4
58	W 0338742	Amended	09-28-018-29W4
59	W 0345198	Issued	09-18-017-29W4
60	W 0348415	Suspension	14-28-015-25W4
61	W 0351489	Issued	05-06-016-25W4
62	W 0354742	Issued	15-06-017-28W4
63	W 0357033	Issued	09-31-016-29W4
64	W 0358667	Amended	10-33-015-25W4
65	W 0371460	Issued	07-06-017-28W4
66	W 0373888	Issued	04-18-017-28W4
67	W 0387153	Amended	10-17-017-29W4
68	W 0395794	Amended	12-34-018-29W4
69	W 0396652	Amended	02-18-017-29W4

APPENDIX 5

Lexin Resources Limited - Retained Facilities

Licence Number	Licence Status	Surface Location
F31687	Issued	00/13-34-008-02W5
F3377	Issued	00/10-21-023-28W4
F3378	Amended	02/10-21-023-28W4
F3379	Issued	00/07-33-023-28W4
F36735	Amended	02/09-29-015-25W4

APPENDIX 6

Lexin Resources Limited - Wells for Partial Discharge

(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
1	W 0003288	Abandoned	12-19-021-28W4
2	W 0004955	Abandoned	10-13-021-29W4
3	W 0005651	Abandoned	07-17-021-28W4
4	W 0009159	Suspension	10-36-020-29W4
5	W 0009613	Suspension	10-31-020-28W4
6	W 0010331	Issued	06-04-016-27W4
7	W 0012316	Abandoned	06-16-019-27W4
8	W 0013028	Suspension	12-19-018-29W4
9	W 0016355	Abandoned	11-06-021-28W4
10	W 0017688	Abandoned	10-25-021-29W4
11	W 0020028	Suspension	07-21-020-27W4
12	W 0021608	Amended	14-12-021-28W4
13	W 0025463	Suspension	11-07-021-28W4
14	W 0026356	Amended	05-23-019-28W4
15	W 0030770	Suspension	10-01-020-01W5
16	W 0031683	Suspension	06-21-019-28W4
17	W 0032323	Abandoned	10-18-021-28W4
18	W 0033390	Abandoned	10-20-022-28W4
19	W 0034010	Issued	10-20-016-29W4
20	W 0034652	Suspension	06-29-022-28W4
21	W 0035556	Amended	10-02-019-28W4
22	W 0036157	Abandoned	07-35-021-29W4
23	W 0036158	Suspension	11-20-020-28W4
24	W 0036284	Abandoned	10-13-022-29W4
25	W 0038033	Abandoned	11-24-022-29W4
26	W 0040118	Abandoned	10-02-022-29W4
27	W 0048121	Suspension	10-32-020-27W4
28	W 0052366	Abandoned	10-02-022-29W4
29	W 0052408	Issued	06-33-009-02W5
30	W 0054022	Suspension	07-04-021-28W4
31	W 0056188	Issued	07-11-020-27W4
32	W 0058136	Issued	11-01-031-23W4
33	W 0058591	Issued	06-14-018-26W4
34	W 0059940	Issued	11-12-031-23W4
35	W 0060346	Suspension	06-08-016-21W4
36	W 0062021	Amended	03-10-019-28W4
37	W 0064585	Suspension	16-16-020-27W4
38	W 0065530	Amended	04-15-020-27W4
39	W 0068660	Suspension	11-10-020-27W4
40	W 0068930	Issued	14-15-020-27W4
41	W 0069040	Abandoned	10-34-020-28W4
42	W 0069168	Abandoned	08-16-020-27W4
43	W 0069808	Suspension	13-22-020-27W4
44	W 0070039	Suspension	06-11-017-28W4
45	W 0070389	Suspension	08-15-020-27W4
46	W 0071978	Suspension	14-15-020-27W4

Lexin Resources Limited - Wells for Partial Discharge

(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
47	W 0072655	Suspension	10-01-016-21W4
48	W 0074629	Issued	06-14-020-27W4
49	W 0074644	Suspension	10-13-021-28W4
50	W 0075064	Issued	16-15-020-27W4
51	W 0075389	Suspension	16-09-020-27W4
52	W 0075522	Amended	01-22-020-27W4
53	W 0075528	Abandoned	11-36-021-29W4
54	W 0075653	Suspension	07-32-020-28W4
55	W 0075680	Issued	11-29-020-28W4
56	W 0076335	Issued	08-26-019-27W4
57	W 0076926	Abandoned	11-17-020-28W4
58	W 0077282	Abandoned	08-19-041-04W5
59	W 0079035	Issued	06-08-020-19W4
60	W 0081195	Issued	11-01-022-29W4
61	W 0081898	Suspension	13-06-017-29W4
62	W 0086802	Issued	11-09-020-28W4
63	W 0087510	Suspension	05-25-012-17W4
64	W 0088459	Abandoned	06-32-011-21W4
65	W 0090779	Issued	09-05-020-28W4
66	W 0091509	Abandoned	16-18-020-28W4
67	W 0092247	Suspension	08-32-017-21W4
68	W 0092338	Issued	06-28-017-23W4
69	W 0092627	Suspension	07-33-019-28W4
70	W 0092723	Suspension	04-33-020-28W4
71	W 0093526	Abandoned	06-28-020-28W4
72	W 0094185	Abandoned	06-28-011-21W4
73	W 0095414	Suspension	14-13-018-25W4
74	W 0095779	Suspension	14-29-019-28W4
75	W 0098862	Suspension	12-14-019-28W4
76	W 0099618	Issued	06-15-021-27W4
77	W 0100492	Issued	11-27-019-28W4
78	W 0109476	Abandoned	07-19-007-07W4
79	W 0111397	Suspension	06-08-020-28W4
80	W 0114033	Suspension	10-28-019-28W4
81	W 0114182	Suspension	11-34-018-28W4
82	W 0114183	Issued	15-15-019-28W4
83	W 0114184	Issued	10-04-020-28W4
84	W 0114210	Issued	15-22-019-28W4
85	W 0115564	Suspension	07-34-019-28W4
86	W 0117059	Suspension	08-10-017-22W4
87	W 0117983	Suspension	14-10-017-22W4
88	W 0119636	Suspension	06-10-017-22W4
89	W 0122177	Suspension	04-15-020-23W4
90	W 0123141	Issued	14-10-020-23W4
91	W 0124660	Abandoned	16-35-019-23W4
92	W 0128903	Abandoned	05-19-108-06W6

Lexin Resources Limited - Wells for Partial Discharge

(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
93	W 0131762	Suspension	12-17-023-04W5
94	W 0132064	Abandoned	16-10-085-08W6
95	W 0133197	Suspension	03-12-016-21W4
96	W 0133814	Issued	16-10-020-23W4
97	W 0134245	Suspension	08-29-020-27W4
98	W 0134743	Suspension	08-10-020-23W4
99	W 0135074	Issued	06-23-020-27W4
100	W 0135189	Suspension	06-31-020-03W5
101	W 0135226	Issued	10-10-021-27W4
102	W 0138292	Suspension	08-03-021-27W4
103	W 0139783	Abandoned	10-24-018-25W4
104	W 0139890	Abandoned	12-06-076-07W6
105	W 0139926	Abandoned	13-22-019-27W4
106	W 0140132	Issued	16-09-054-14W5
107	W 0140172	Suspension	15-01-016-21W4
108	W 0140588	Issued	16-27-019-27W4
109	W 0140686	Suspension	07-11-021-27W4
110	W 0141066	Abandoned	02-04-115-05W6
111	W 0141805	Suspension	08-02-016-21W4
112	W 0141916	Abandoned	07-17-020-23W4
113	W 0142972	Suspension	01-33-019-21W4
114	W 0144958	Abandoned	06-14-082-09W6
115	W 0147399	Issued	04-15-020-23W4
116	W 0150242	Suspension	04-34-019-21W4
117	W 0150861	Abandoned	06-12-022-28W4
118	W 0153075	Suspension	14-11-017-23W4
119	W 0155526	Issued	11-08-020-19W4
120	W 0155741	Suspension	13-08-020-19W4
121	W 0156639	Suspension	07-10-016-16W4
122	W 0163557	Suspension	06-21-020-27W4
123	W 0166026	Abandoned	10-36-020-29W4
124	W 0166871	Abandoned	10-02-042-23W4
125	W 0167155	Issued	03-19-018-22W4
126	W 0168033	Abandoned	07-20-114-06W6
127	W 0168304	Suspension	03-20-021-28W4
128	W 0168555	Issued	08-20-035-24W4
129	W 0171651	Abandoned	06-06-013-25W4
130	W 0172522	Suspension	14-16-020-27W4
131	W 0173378	Suspension	13-21-020-27W4
132	W 0174375	Suspension	16-20-020-27W4
133	W 0174675	Suspension	08-17-016-21W4
134	W 0176241	Suspension	08-10-017-28W4
135	W 0176640	Suspension	16-13-017-23W4
136	W 0176987	Abandoned	12-13-037-21W4
137	W 0178566	Abandoned	13-19-087-05W6
138	W 0178682	Abandoned	04-32-087-09W6

Lexin Resources Limited - Wells for Partial Discharge

(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
139	W 0180768	Abandoned	14-20-060-23W4
140	W 0184575	Abandoned	08-19-087-05W6
141	W 0184917	Abandoned	16-09-017-22W4
142	W 0185107	Issued	16-26-018-23W4
143	W 0187666	Issued	14-03-021-27W4
144	W 0187801	Issued	06-20-023-28W4
145	W 0189122	Abandoned	06-11-036-22W4
146	W 0190051	Issued	15-26-019-29W4
147	W 0191134	Abandoned	09-15-016-16W4
148	W 0191205	Suspension	12-20-022-28W4
149	W 0191629	Abandoned	02-26-083-05W6
150	W 0191674	Suspension	12-24-016-16W4
151	W 0191716	Issued	10-16-020-27W4
152	W 0192484	Suspension	06-35-019-29W4
153	W 0193397	Abandoned	02-14-037-21W4
154	W 0197905	Suspension	06-28-020-27W4
155	W 0200491	Issued	14-17-018-25W4
156	W 0201838	Abandoned	08-20-018-24W4
157	W 0203083	Issued	07-10-018-26W4
158	W 0204742	Suspension	05-10-020-27W4
159	W 0205059	Abandoned	07-30-020-26W4
160	W 0205299	Issued	01-24-012-02W5
161	W 0205865	Suspension	11-02-017-28W4
162	W 0205881	Suspension	11-29-022-28W4
163	W 0206187	Abandoned	07-13-014-15W4
164	W 0207000	Issued	08-08-016-27W4
165	W 0209323	Issued	08-18-019-26W4
166	W 0209552	Issued	07-01-031-23W4
167	W 0209558	Issued	13-23-018-25W4
168	W 0212209	Suspension	07-19-022-28W4
169	W 0213449	Suspension	16-23-019-29W4
170	W 0213769	Abandoned	07-09-109-12W6
171	W 0213821	Suspension	06-34-018-23W4
172	W 0214174	Issued	12-06-018-22W4
173	W 0214366	Suspension	08-10-017-28W4
174	W 0214752	Issued	15-06-018-26W4
175	W 0214859	Suspension	15-18-018-29W4
176	W 0215048	Suspension	16-21-020-27W4
177	W 0216482	Suspension	01-32-016-28W4
178	W 0216989	Issued	13-25-019-29W4
179	W 0217885	Suspension	01-25-018-30W4
180	W 0217966	Abandoned	09-35-016-28W4
181	W 0218441	Abandoned	12-24-051-17W5
182	W 0218442	Issued	05-08-021-27W4
183	W 0218774	Suspension	16-29-020-27W4
184	W 0219069	Abandoned	06-30-075-07W6

Lexin Resources Limited - Wells for Partial Discharge

(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
185	W 0219366	Issued	06-10-021-27W4
186	W 0220180	Abandoned	02-32-122-05W6
187	W 0220320	Abandoned	02-01-081-15W4
188	W 0221070	Suspension	10-33-016-29W4
189	W 0221502	Issued	08-22-020-27W4
190	W 0221740	Suspension	16-12-016-25W4
191	W 0221908	Suspension	10-16-020-27W4
192	W 0223044	Amended	07-26-018-23W4
193	W 0223074	Amended	12-12-030-23W4
194	W 0223078	Suspension	02-04-016-27W4
195	W 0223109	Amended	05-01-030-23W4
196	W 0223121	Abandoned	15-25-011-22W4
197	W 0223588	Abandoned	05-01-017-25W4
198	W 0223721	Issued	16-10-020-27W4
199	W 0223766	Issued	16-09-020-27W4
200	W 0224079	Issued	10-32-020-27W4
201	W 0224269	Issued	11-29-020-27W4
202	W 0224276	Issued	16-21-020-27W4
203	W 0224308	Suspension	07-20-020-27W4
204	W 0224314	Suspension	08-28-020-27W4
205	W 0224630	Abandoned	14-10-019-27W4
206	W 0225252	Issued	09-04-016-27W4
207	W 0225427	Suspension	03-24-018-28W4
208	W 0226236	Suspension	13-20-018-26W4
209	W 0226381	Issued	12-23-020-27W4
210	W 0227331	Suspension	01-20-017-25W4
211	W 0227363	Abandoned	01-04-017-25W4
212	W 0227882	Issued	15-16-018-26W4
213	W 0228304	Issued	15-30-016-29W4
214	W 0228538	Abandoned	15-07-023-27W4
215	W 0228783	Suspension	05-17-017-29W4
216	W 0229077	Suspension	05-03-016-28W4
217	W 0229550	Suspension	01-08-017-29W4
218	W 0229599	Issued	16-31-020-27W4
219	W 0230320	Suspension	07-30-018-26W4
220	W 0230800	Suspension	16-13-019-01W5
221	W 0231616	Abandoned	10-12-079-15W4
222	W 0232165	Abandoned	07-31-108-12W6
223	W 0233618	Suspension	10-04-016-27W4
224	W 0235665	Abandoned	04-26-062-14W5
225	W 0236245	Suspension	14-24-016-01W5
226	W 0236455	Issued	04-33-022-27W4
227	W 0236573	Issued	12-15-018-26W4
228	W 0236585	Issued	16-07-018-25W4
229	W 0236621	Issued	14-08-023-27W4
230	W 0237177	Suspension	01-23-018-29W4

Lexin Resources Limited - Wells for Partial Discharge

(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
231	W 0237564	Issued	05-15-020-27W4
232	W 0238088	Suspension	05-01-018-29W4
233	W 0238514	Suspension	10-21-016-17W4
234	W 0238701	Abandoned	09-35-083-05W6
235	W 0239329	Suspension	11-17-016-29W4
236	W 0239339	Suspension	10-24-016-30W4
237	W 0239445	Issued	14-03-018-26W4
238	W 0239625	Issued	03-21-018-26W4
239	W 0240902	Suspension	10-09-016-28W4
240	W 0240936	Suspension	09-32-015-24W4
241	W 0241052	Suspension	14-01-016-30W4
242	W 0242344	Abandoned	04-03-023-27W4
243	W 0242663	Issued	04-01-018-26W4
244	W 0242690	Issued	16-05-018-25W4
245	W 0242691	Abandoned	13-25-018-25W4
246	W 0242692	Issued	16-04-018-26W4
247	W 0242758	Issued	04-12-018-26W4
248	W 0243379	Issued	11-23-016-17W4
249	W 0243602	Amended	11-07-012-01W5
250	W 0244073	Suspension	16-15-017-01W5
251	W 0244115	Abandoned	14-16-022-27W4
252	W 0244175	Issued	16-12-018-27W4
253	W 0244505	Issued	01-24-018-27W4
254	W 0244758	Issued	01-25-019-27W4
255	W 0244909	Abandoned	06-36-014-17W4
256	W 0245107	Issued	08-32-018-26W4
257	W 0245299	Suspension	13-01-017-01W5
258	W 0245340	Issued	06-02-021-27W4
259	W 0246008	Amended	15-34-017-26W4
260	W 0246152	Issued	03-25-012-02W5
261	W 0246751	Suspension	13-03-017-29W4
262	W 0247406	Issued	14-36-018-26W4
263	W 0247440	Suspension	06-22-016-16W4
264	W 0248005	Suspension	06-03-018-29W4
265	W 0248085	Suspension	02-19-017-22W4
266	W 0248128	Issued	11-26-082-12W4
267	W 0249311	Suspension	11-11-020-01W5
268	W 0249368	Abandoned	10-13-016-30W4
269	W 0249662	Issued	16-08-018-26W4
270	W 0250321	Amended	10-07-020-27W4
271	W 0250614	Abandoned	16-34-036-05W5
272	W 0250639	Issued	09-28-019-26W4
273	W 0250690	Issued	09-09-018-26W4
274	W 0250691	Issued	16-17-018-26W4
275	W 0251500	Abandoned	12-19-111-02W6
276	W 0251515	Suspension	16-31-017-25W4

Lexin Resources Limited - Wells for Partial Discharge

(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
277	W 0252411	Issued	13-19-017-25W4
278	W 0253027	Issued	10-33-017-25W4
279	W 0254003	Suspension	05-01-021-27W4
280	W 0254250	Abandoned	07-24-016-17W4
281	W 0254257	Issued	10-15-016-17W4
282	W 0254529	Issued	11-36-020-27W4
283	W 0254658	Issued	03-12-021-27W4
284	W 0254691	Amended	01-33-019-26W4
285	W 0254884	Issued	06-28-018-27W4
286	W 0255109	Issued	11-15-018-29W4
287	W 0255152	Issued	01-32-019-26W4
288	W 0255215	Issued	06-06-020-27W4
289	W 0255234	Issued	09-23-019-27W4
290	W 0255336	Issued	06-14-020-26W4
291	W 0255444	Issued	12-24-020-26W4
292	W 0255994	Suspension	08-11-019-23W4
293	W 0255995	Issued	11-31-020-26W4
294	W 0256113	Suspension	07-35-016-16W4
295	W 0256186	Issued	05-08-020-27W4
296	W 0256194	Abandoned	01-36-014-17W4
297	W 0256346	Issued	12-05-020-27W4
298	W 0256789	Amended	03-18-018-29W4
299	W 0257046	Suspension	16-14-014-24W4
300	W 0257697	Suspension	10-10-014-01W5
301	W 0258526	Suspension	10-10-019-24W4
302	W 0258549	Issued	09-25-018-24W4
303	W 0258727	Issued	13-10-018-24W4
304	W 0258942	Issued	07-11-019-24W4
305	W 0259075	Suspension	15-23-023-04W5
306	W 0259586	Amended	09-29-017-29W4
307	W 0259694	Suspension	04-02-018-29W4
308	W 0259958	Suspension	13-23-016-16W4
309	W 0259973	Suspension	11-26-018-29W4
310	W 0260364	Suspension	01-25-016-30W4
311	W 0260491	Suspension	05-20-018-29W4
312	W 0261496	Issued	09-22-018-24W4
313	W 0262831	Suspension	10-18-014-29W4
314	W 0264685	Abandoned	07-07-017-29W4
315	W 0264926	Suspension	01-17-018-29W4
316	W 0265636	Issued	15-34-018-27W4
317	W 0266241	Issued	16-24-017-26W4
318	W 0266670	Issued	01-23-020-26W4
319	W 0267684	Abandoned	16-17-116-06W6
320	W 0267710	Suspension	08-22-019-29W4
321	W 0267776	Amended	12-32-019-27W4
322	W 0268159	Issued	12-04-020-27W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
323	W 0269111	Issued	01-20-018-29W4
324	W 0269433	Issued	01-04-020-26W4
325	W 0269531	Issued	13-10-018-23W4
326	W 0269566	Issued	14-19-016-29W4
327	W 0269955	Issued	01-05-018-23W4
328	W 0270030	Issued	02-17-020-27W4
329	W 0270238	Issued	12-32-020-26W4
330	W 0270240	Issued	16-03-021-26W4
331	W 0270243	Issued	01-27-020-26W4
332	W 0270555	Suspension	13-15-018-29W4
333	W 0270664	Suspension	14-17-017-22W4
334	W 0270731	Issued	07-11-019-27W4
335	W 0270732	Issued	09-02-019-27W4
336	W 0271296	Issued	06-13-021-27W4
337	W 0271635	Suspension	08-27-019-29W4
338	W 0272038	Amended	02-25-012-02W5
339	W 0272540	Amended	08-21-018-23W4
340	W 0272593	Issued	01-22-018-23W4
341	W 0272731	Amended	05-03-019-27W4
342	W 0272859	Suspension	15-09-017-29W4
343	W 0272970	Suspension	03-22-017-24W4
344	W 0273284	Issued	08-32-018-27W4
345	W 0273599	Amended	02-33-018-27W4
346	W 0273744	Abandoned	04-23-017-29W4
347	W 0273834	Amended	01-12-019-27W4
348	W 0274010	Issued	01-25-020-28W4
349	W 0274011	Issued	01-15-020-26W4
350	W 0274035	Suspension	08-22-020-26W4
351	W 0274173	Amended	08-20-018-26W4
352	W 0274193	Issued	08-22-021-27W4
353	W 0274194	Issued	12-11-021-27W4
354	W 0274255	Abandoned	13-19-034-20W4
355	W 0274423	Issued	08-04-021-27W4
356	W 0274487	Suspension	02-27-017-29W4
357	W 0274498	Abandoned	16-06-023-02W5
358	W 0274594	Issued	16-13-020-28W4
359	W 0274595	Issued	12-10-021-26W4
360	W 0274766	Issued	12-20-021-27W4
361	W 0274789	Issued	06-16-018-26W4
362	W 0274805	Issued	14-06-030-23W4
363	W 0274821	Issued	05-09-019-27W4
364	W 0274854	Suspension	16-12-018-26W4
365	W 0275215	Issued	01-16-019-27W4
366	W 0275332	Abandoned	12-09-035-20W4
367	W 0275618	Issued	08-18-016-23W4
368	W 0275957	Issued	13-20-016-29W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
369	W 0276049	Issued	03-20-018-27W4
370	W 0276149	Issued	10-29-018-27W4
371	W 0276873	Issued	03-34-020-26W4
372	W 0276919	Issued	08-04-019-27W4
373	W 0276921	Issued	10-02-018-26W4
374	W 0276923	Issued	08-28-020-26W4
375	W 0277972	Suspension	16-32-018-23W4
376	W 0278039	Amended	12-04-018-26W4
377	W 0278130	Suspension	06-35-016-22W4
378	W 0278187	Amended	11-05-019-27W4
379	W 0278190	Abandoned	09-04-020-27W4
380	W 0278472	Suspension	07-24-016-30W4
381	W 0278580	Issued	06-02-019-29W4
382	W 0278811	Amended	02-31-017-25W4
383	W 0278840	Amended	08-22-019-29W4
384	W 0278878	Issued	14-21-017-26W4
385	W 0279442	Suspension	06-06-017-28W4
386	W 0279657	Suspension	15-04-018-23W4
387	W 0279781	Suspension	15-26-019-29W4
388	W 0280467	Suspension	06-03-018-23W4
389	W 0281036	Issued	12-11-018-27W4
390	W 0281715	Issued	06-36-020-27W4
391	W 0281792	Issued	16-05-018-26W4
392	W 0281942	Issued	16-29-017-26W4
393	W 0282193	Suspension	09-27-014-01W5
394	W 0282668	Suspension	16-11-019-28W4
395	W 0283440	Suspension	03-28-018-01W5
396	W 0283651	Issued	05-09-018-26W4
397	W 0283652	Issued	01-21-020-26W4
398	W 0283667	Amended	06-14-019-28W4
399	W 0283691	Amended	05-24-020-27W4
400	W 0284026	Issued	08-14-021-27W4
401	W 0284028	Suspension	01-36-019-27W4
402	W 0284457	Issued	14-17-021-27W4
403	W 0284474	Suspension	06-18-020-27W4
404	W 0284851	Issued	07-24-018-26W4
405	W 0284892	Issued	10-19-021-27W4
406	W 0285042	Amended	11-36-018-27W4
407	W 0285560	Suspension	04-01-017-23W4
408	W 0285574	Issued	04-05-020-23W4
409	W 0285902	Issued	01-33-019-27W4
410	W 0286408	Issued	01-19-017-26W4
411	W 0286651	Issued	06-20-017-27W4
412	W 0286654	Suspension	04-02-019-26W4
413	W 0286750	Issued	02-03-020-27W4
414	W 0286773	Issued	12-32-022-27W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
415	W 0287103	Suspension	08-16-017-27W4
416	W 0287218	Issued	05-20-019-27W4
417	W 0287362	Suspension	04-23-019-29W4
418	W 0287364	Suspension	10-10-017-25W4
419	W 0287392	Suspension	04-05-018-27W4
420	W 0287617	Abandoned	13-27-082-06W6
421	W 0287639	Abandoned	14-06-016-22W4
422	W 0287640	Issued	09-25-020-27W4
423	W 0287840	Issued	08-36-016-29W4
424	W 0288379	Issued	08-31-018-24W4
425	W 0288431	Amended	06-19-019-27W4
426	W 0288488	Issued	06-20-007-01W5
427	W 0288673	Issued	16-29-018-24W4
428	W 0288969	Suspension	11-25-018-23W4
429	W 0289555	Issued	03-18-021-27W4
430	W 0290634	Suspension	14-03-018-29W4
431	W 0290820	Suspension	02-09-019-22W4
432	W 0290846	Suspension	03-32-020-27W4
433	W 0291044	Suspension	03-30-017-29W4
434	W 0291444	Issued	03-24-012-02W5
435	W 0291534	Suspension	06-22-016-27W4
436	W 0291888	Issued	06-04-015-24W4
437	W 0292130	Suspension	03-06-020-23W4
438	W 0292133	Suspension	06-02-018-23W4
439	W 0292327	Suspension	16-08-017-26W4
440	W 0292481	Abandoned	15-23-079-05W6
441	W 0293086	Abandoned	04-05-019-22W4
442	W 0293431	Issued	07-17-019-27W4
443	W 0293616	Issued	04-24-021-27W4
444	W 0293621	Issued	13-24-012-02W5
445	W 0293624	Issued	12-25-012-02W5
446	W 0293720	Suspension	04-23-018-28W4
447	W 0293721	Issued	08-07-019-27W4
448	W 0293723	Issued	15-17-017-27W4
449	W 0293952	Abandoned	10-25-018-24W4
450	W 0294015	Issued	06-18-016-27W4
451	W 0294035	Issued	07-05-017-27W4
452	W 0294055	Issued	10-31-017-27W4
453	W 0294072	Issued	08-09-017-27W4
454	W 0294292	Issued	06-18-019-27W4
455	W 0294344	Issued	02-31-016-27W4
456	W 0294345	Issued	14-22-016-28W4
457	W 0294346	Issued	09-01-019-28W4
458	W 0294429	Suspension	07-25-016-22W4
459	W 0294523	Suspension	13-25-016-28W4
460	W 0294526	Issued	13-13-016-28W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
461	W 0294652	Issued	05-33-017-27W4
462	W 0294815	Issued	11-27-019-27W4
463	W 0294933	Issued	10-23-016-28W4
464	W 0295163	Issued	06-07-017-29W4
465	W 0295233	Amended	01-19-020-26W4
466	W 0295384	Suspension	16-31-019-27W4
467	W 0295386	Amended	03-23-021-27W4
468	W 0295429	Suspension	06-07-017-27W4
469	W 0295569	Issued	07-07-018-27W4
470	W 0295570	Issued	06-09-018-27W4
471	W 0295592	Issued	13-16-021-27W4
472	W 0295768	Suspension	01-03-016-01W5
473	W 0295820	Suspension	12-10-018-29W4
474	W 0295928	Suspension	08-16-015-24W4
475	W 0295937	Suspension	14-04-018-29W4
476	W 0295996	Issued	09-30-019-27W4
477	W 0296918	Issued	10-06-019-27W4
478	W 0297088	Issued	01-24-021-28W4
479	W 0297163	Amended	15-24-012-02W5
480	W 0297164	Amended	08-26-012-02W5
481	W 0297775	Amended	11-35-018-28W4
482	W 0297789	Issued	06-12-019-28W4
483	W 0297790	Abandoned	07-01-019-01W5
484	W 0297791	Issued	11-06-020-26W4
485	W 0297792	Issued	02-07-020-26W4
486	W 0298211	Suspension	01-35-016-29W4
487	W 0299191	Issued	05-08-019-27W4
488	W 0299334	Issued	04-19-020-27W4
489	W 0299366	Suspension	13-17-020-26W4
490	W 0300142	Issued	13-13-020-27W4
491	W 0300297	Suspension	04-24-016-24W4
492	W 0300517	Issued	01-26-018-24W4
493	W 0300551	Suspension	12-05-018-24W4
494	W 0300634	Suspension	01-18-017-28W4
495	W 0300641	Suspension	10-21-018-24W4
496	W 0300767	Abandoned	02-31-077-14W4
497	W 0301289	Suspension	06-33-018-24W4
498	W 0301549	Issued	07-15-018-24W4
499	W 0302618	Abandoned	16-36-018-22W4
500	W 0302676	Suspension	14-06-019-25W4
501	W 0303147	Suspension	11-20-018-23W4
502	W 0303153	Suspension	10-35-018-24W4
503	W 0303260	Issued	14-32-015-23W4
504	W 0303506	Suspension	06-35-019-29W4
505	W 0303572	Amended	15-15-019-29W4
506	W 0303641	Abandoned	02-18-008-25W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
507	W 0303760	Suspension	11-16-015-23W4
508	W 0304001	Abandoned	15-04-019-01W5
509	W 0304219	Suspension	03-14-019-29W4
510	W 0304582	Suspension	07-14-018-24W4
511	W 0304600	Issued	02-07-018-26W4
512	W 0304751	Issued	12-24-016-28W4
513	W 0304965	Suspension	07-30-016-22W4
514	W 0305482	Issued	09-09-018-24W4
515	W 0305502	Suspension	15-16-018-29W4
516	W 0305942	Issued	16-26-018-26W4
517	W 0305947	Issued	09-34-020-27W4
518	W 0305949	Abandoned	05-08-018-27W4
519	W 0306246	Issued	11-23-018-24W4
520	W 0306314	Issued	12-24-018-24W4
521	W 0306464	Issued	08-20-018-24W4
522	W 0306596	Suspension	06-02-023-03W5
523	W 0306623	Suspension	05-10-017-29W4
524	W 0306935	Abandoned	12-16-083-05W6
525	W 0307372	Abandoned	14-10-015-24W4
526	W 0307476	Suspension	11-26-019-01W5
527	W 0307485	Abandoned	08-02-017-24W4
528	W 0307919	Suspension	13-19-016-28W4
529	W 0308256	Suspension	07-32-004-23W4
530	W 0308340	Amended	06-11-018-26W4
531	W 0308513	Issued	13-11-016-23W4
532	W 0308565	Suspension	04-32-016-28W4
533	W 0308955	Suspension	15-30-016-27W4
534	W 0309048	Suspension	07-07-018-23W4
535	W 0309288	Issued	10-14-020-26W4
536	W 0309299	Suspension	02-05-018-21W4
537	W 0310259	Issued	05-30-016-16W4
538	W 0310261	Issued	08-27-016-17W4
539	W 0310298	Abandoned	11-24-016-17W4
540	W 0310382	Abandoned	04-04-014-29W4
541	W 0310459	Issued	01-17-018-25W4
542	W 0310471	Issued	12-03-018-25W4
543	W 0310682	Suspension	11-12-020-27W4
544	W 0310837	Suspension	01-08-018-21W4
545	W 0310961	Issued	04-11-019-29W4
546	W 0311092	Suspension	14-17-017-22W4
547	W 0311166	Abandoned	01-30-015-26W4
548	W 0311575	Issued	03-22-019-29W4
549	W 0311638	Suspension	10-06-018-23W4
550	W 0311969	Suspension	08-24-017-23W4
551	W 0311983	Amended	01-29-007-01W5
552	W 0312378	Amended	06-31-019-28W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
553	W 0312384	Issued	07-06-019-26W4
554	W 0312492	Issued	04-11-018-24W4
555	W 0312674	Suspension	15-18-018-24W4
556	W 0312832	Suspension	10-13-012-02W5
557	W 0312857	Suspension	15-07-018-24W4
558	W 0312965	Abandoned	16-36-014-17W4
559	W 0313563	Abandoned	04-35-018-29W4
560	W 0313564	Issued	15-03-019-27W4
561	W 0313691	Amended	07-01-019-23W4
562	W 0313717	Issued	10-06-018-22W4
563	W 0313954	Abandoned	10-08-056-04W5
564	W 0314012	Issued	10-10-018-27W4
565	W 0314119	Issued	11-24-019-28W4
566	W 0314152	Issued	08-21-019-27W4
567	W 0314399	Issued	05-02-019-27W4
568	W 0314821	Abandoned	12-20-016-28W4
569	W 0314870	Issued	06-14-018-27W4
570	W 0315014	Issued	14-19-016-16W4
571	W 0315247	Issued	06-21-019-27W4
572	W 0315388	Issued	11-28-019-27W4
573	W 0315397	Amended	08-13-012-02W5
574	W 0315408	Suspension	14-13-012-02W5
575	W 0315409	Issued	06-13-012-02W5
576	W 0315422	Issued	12-25-018-23W4
577	W 0315602	Suspension	02-12-016-21W4
578	W 0315756	Abandoned	07-16-009-02W5
579	W 0316298	Issued	01-29-017-29W4
580	W 0316695	Suspension	07-34-018-24W4
581	W 0317188	Issued	15-34-014-27W4
582	W 0317295	Suspension	02-14-017-01W5
583	W 0317473	Suspension	06-16-018-24W4
584	W 0317643	Suspension	09-13-016-29W4
585	W 0317780	Issued	11-28-018-24W4
586	W 0318000	Suspension	07-09-017-29W4
587	W 0318104	Suspension	13-09-016-23W4
588	W 0318189	Suspension	10-10-016-23W4
589	W 0318414	Suspension	01-02-018-22W4
590	W 0318487	Issued	01-06-018-26W4
591	W 0318496	Issued	12-05-018-26W4
592	W 0318690	Issued	08-17-018-26W4
593	W 0318694	Issued	16-20-018-26W4
594	W 0318958	Abandoned	14-08-008-01W5
595	W 0319207	Suspension	11-05-019-25W4
596	W 0319405	Suspension	05-14-016-25W4
597	W 0319867	Issued	15-35-017-23W4
598	W 0319868	Issued	15-36-017-23W4

Lexin Resources Limited - Wells for Partial Discharge

(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
599	W 0320032	Suspension	05-30-016-28W4
600	W 0320247	Issued	01-24-020-26W4
601	W 0320249	Issued	03-23-020-26W4
602	W 0320366	Issued	09-07-018-26W4
603	W 0320829	Issued	07-08-018-26W4
604	W 0320836	Issued	05-10-018-26W4
605	W 0320912	Issued	15-20-020-26W4
606	W 0321162	Suspension	06-13-016-24W4
607	W 0321166	Suspension	07-21-021-27W4
608	W 0321588	Suspension	15-21-018-29W4
609	W 0321657	Issued	16-06-020-26W4
610	W 0321659	Suspension	07-29-017-23W4
611	W 0321666	Suspension	16-20-017-23W4
612	W 0321681	Amended	02-30-017-23W4
613	W 0321874	Issued	15-11-019-27W4
614	W 0321969	Issued	10-30-018-26W4
615	W 0321970	Issued	16-32-018-26W4
616	W 0322307	Abandoned	01-01-059-23W4
617	W 0323448	Issued	10-28-020-26W4
618	W 0324254	Amended	14-17-016-23W4
619	W 0324593	Issued	13-18-016-28W4
620	W 0325285	Issued	12-30-017-21W4
621	W 0325447	Issued	09-25-016-17W4
622	W 0325540	Issued	04-31-020-26W4
623	W 0325910	Issued	12-36-017-22W4
624	W 0326321	Issued	10-19-020-26W4
625	W 0326325	Issued	06-04-020-26W4
626	W 0326336	Issued	10-35-017-22W4
627	W 0326354	Issued	12-32-019-26W4
628	W 0326434	Suspension	01-21-019-29W4
629	W 0326537	Suspension	12-17-020-26W4
630	W 0326912	Abandoned	06-36-031-26W4
631	W 0326948	Issued	05-27-020-26W4
632	W 0326988	Suspension	09-23-017-22W4
633	W 0327029	Issued	06-33-019-26W4
634	W 0327156	Suspension	11-24-019-01W5
635	W 0327171	Issued	11-06-018-27W4
636	W 0327173	Suspension	11-36-015-25W4
637	W 0327267	Suspension	05-30-016-24W4
638	W 0327414	Suspension	16-29-015-25W4
639	W 0327450	Suspension	01-04-018-28W4
640	W 0327562	Suspension	07-29-008-01W5
641	W 0327575	Suspension	15-31-015-23W4
642	W 0327588	Suspension	08-22-016-23W4
643	W 0327637	Suspension	03-06-016-23W4
644	W 0327926	Issued	09-22-020-26W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
645	W 0327927	Suspension	11-21-018-26W4
646	W 0328029	Suspension	06-07-020-26W4
647	W 0328174	Issued	05-17-019-27W4
648	W 0328177	Suspension	03-20-016-23W4
649	W 0328186	Issued	05-32-020-26W4
650	W 0328340	Suspension	03-26-019-29W4
651	W 0328687	Issued	07-34-020-26W4
652	W 0328971	Issued	09-11-018-26W4
653	W 0328973	Issued	08-11-018-26W4
654	W 0328975	Suspension	02-17-014-22W4
655	W 0328999	Abandoned	02-27-014-22W4
656	W 0329497	Issued	09-03-018-25W4
657	W 0329653	Issued	14-03-020-27W4
658	W 0329845	Amended	13-28-009-02W5
659	W 0329849	Issued	03-17-018-22W4
660	W 0329928	Issued	16-12-015-25W4
661	W 0329945	Issued	08-09-019-27W4
662	W 0329948	Suspension	07-15-020-27W4
663	W 0330362	Issued	14-12-018-26W4
664	W 0330389	Issued	09-24-018-26W4
665	W 0330396	Issued	08-01-017-29W4
666	W 0330411	Issued	06-01-017-29W4
667	W 0330432	Issued	02-12-018-26W4
668	W 0330444	Issued	06-05-018-25W4
669	W 0330686	Issued	05-12-018-28W4
670	W 0330737	Amended	04-08-023-27W4
671	W 0330738	Issued	05-12-019-27W4
672	W 0331016	Issued	14-10-021-27W4
673	W 0331035	Issued	06-17-021-27W4
674	W 0331057	Issued	04-12-030-23W4
675	W 0331064	Issued	16-24-030-23W4
676	W 0331086	Issued	12-10-030-23W4
677	W 0331101	Issued	15-12-030-23W4
678	W 0331148	Issued	16-16-021-27W4
679	W 0331219	Issued	08-18-021-27W4
680	W 0331241	Issued	16-36-016-29W4
681	W 0331292	Suspension	06-31-017-21W4
682	W 0331508	Issued	14-36-016-29W4
683	W 0331516	Issued	09-10-030-23W4
684	W 0331775	Issued	01-07-018-25W4
685	W 0331776	Issued	14-28-019-26W4
686	W 0331909	Issued	15-11-019-29W4
687	W 0332063	Issued	07-03-021-26W4
688	W 0332082	Suspension	10-28-017-22W4
689	W 0332107	Amended	03-15-018-26W4
690	W 0332402	Suspension	05-29-020-27W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
691	W 0332467	Issued	08-21-020-27W4
692	W 0332662	Issued	03-18-018-27W4
693	W 0332790	Issued	11-14-021-27W4
694	W 0332815	Issued	10-17-007-01W5
695	W 0332872	Suspension	02-32-017-23W4
696	W 0333086	Issued	09-20-019-27W4
697	W 0333191	Issued	11-02-019-26W4
698	W 0333208	Issued	02-02-016-27W4
699	W 0333210	Abandoned	06-10-019-26W4
700	W 0333275	Suspension	13-09-008-01W5
701	W 0333309	Suspension	12-27-023-03W5
702	W 0333382	Suspension	07-20-023-02W5
703	W 0333384	Suspension	15-09-023-02W5
704	W 0333425	Issued	11-03-021-27W4
705	W 0333568	Issued	03-11-016-27W4
706	W 0333569	Issued	07-08-018-27W4
707	W 0333585	Suspension	07-35-018-25W4
708	W 0334125	Issued	09-17-018-29W4
709	W 0334158	Suspension	16-09-017-29W4
710	W 0334238	Issued	06-26-019-27W4
711	W 0334239	Issued	03-16-018-27W4
712	W 0334241	Issued	07-20-018-27W4
713	W 0334332	Suspension	12-11-019-01W5
714	W 0334384	Issued	05-11-019-28W4
715	W 0334387	Issued	14-13-021-27W4
716	W 0334397	Issued	12-29-018-27W4
717	W 0334420	Suspension	06-22-023-02W5
718	W 0334424	Suspension	13-21-023-02W5
719	W 0334519	Suspension	03-30-023-02W5
720	W 0334654	Issued	11-05-018-27W4
721	W 0334662	Suspension	06-31-018-24W4
722	W 0334748	Issued	12-26-016-17W4
723	W 0334924	Suspension	11-10-018-28W4
724	W 0335083	Abandoned	12-34-017-22W4
725	W 0335202	Abandoned	10-20-017-21W4
726	W 0335576	Suspension	16-02-017-26W4
727	W 0335577	Issued	10-10-017-26W4
728	W 0335590	Suspension	06-08-017-26W4
729	W 0335594	Suspension	14-07-016-28W4
730	W 0335689	Suspension	16-27-018-24W4
731	W 0335754	Issued	06-34-018-27W4
732	W 0335773	Suspension	07-14-019-01W5
733	W 0335925	Issued	07-10-019-28W4
734	W 0335963	Issued	05-01-019-28W4
735	W 0336366	Issued	03-28-020-27W4
736	W 0336377	Suspension	16-26-018-24W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
737	W 0336394	Suspension	06-32-015-25W4
738	W 0336441	Issued	04-12-016-27W4
739	W 0336549	Issued	04-36-019-27W4
740	W 0336567	Issued	10-05-019-24W4
741	W 0336674	Abandoned	01-05-008-01W5
742	W 0336844	Suspension	12-25-019-29W4
743	W 0336896	Suspension	06-12-017-26W4
744	W 0337386	Issued	11-04-019-26W4
745	W 0337613	Issued	05-16-019-27W4
746	W 0337618	Issued	07-21-017-26W4
747	W 0337633	Issued	09-22-017-26W4
748	W 0337635	Amended	11-33-018-27W4
749	W 0337639	Abandoned	09-08-017-23W4
750	W 0337651	Suspension	12-01-017-29W4
751	W 0337664	Suspension	14-22-017-23W4
752	W 0337796	Suspension	11-06-016-24W4
753	W 0337864	Suspension	16-16-017-23W4
754	W 0337893	Abandoned	14-04-017-23W4
755	W 0338001	Issued	15-23-017-23W4
756	W 0338047	Issued	15-17-016-23W4
757	W 0338118	Suspension	05-29-015-27W4
758	W 0338234	Suspension	02-03-018-28W4
759	W 0338274	Suspension	06-04-017-26W4
760	W 0338296	Suspension	05-19-017-25W4
761	W 0338315	Issued	11-19-017-26W4
762	W 0338349	Suspension	16-30-015-24W4
763	W 0338387	Suspension	15-18-017-23W4
764	W 0338392	Issued	05-05-016-23W4
765	W 0338682	Suspension	13-16-020-27W4
766	W 0338764	Issued	03-06-019-26W4
767	W 0338792	Suspension	05-04-013-28W4
768	W 0338864	Suspension	13-18-015-25W4
769	W 0338944	Issued	10-29-019-24W4
770	W 0338959	Amended	03-30-020-27W4
771	W 0339059	Issued	16-15-017-23W4
772	W 0339486	Amended	06-01-018-22W4
773	W 0339579	Abandoned	07-07-017-25W4
774	W 0339713	Suspension	05-15-016-25W4
775	W 0340075	Issued	03-06-021-27W4
776	W 0340272	Suspension	03-19-016-23W4
777	W 0340699	Issued	11-01-019-25W4
778	W 0340742	Suspension	03-34-017-28W4
779	W 0340845	Suspension	11-30-014-24W4
780	W 0340897	Issued	10-14-015-25W4
781	W 0340899	Suspension	09-16-016-23W4
782	W 0340913	Issued	07-23-019-27W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
783	W 0340914	Suspension	12-02-016-24W4
784	W 0341016	Suspension	01-21-016-23W4
785	W 0341841	Suspension	02-12-019-28W4
786	W 0341863	Abandoned	09-31-008-01W5
787	W 0341875	Issued	14-25-019-27W4
788	W 0341991	Issued	07-11-018-27W4
789	W 0342057	Issued	02-10-019-29W4
790	W 0342102	Amended	07-29-015-25W4
791	W 0342113	Abandoned	16-06-015-24W4
792	W 0342228	Issued	06-15-020-26W4
793	W 0342372	Issued	07-12-015-25W4
794	W 0342499	Issued	03-36-019-29W4
795	W 0342843	Issued	06-24-018-27W4
796	W 0342866	Suspension	10-11-015-24W4
797	W 0342910	Issued	11-31-020-27W4
798	W 0342992	Issued	16-16-018-23W4
799	W 0343151	Amended	06-07-012-01W5
800	W 0343170	Amended	11-30-020-27W4
801	W 0343209	Suspension	08-10-015-24W4
802	W 0343233	Issued	01-36-016-29W4
803	W 0343234	Suspension	09-24-015-25W4
804	W 0343424	Suspension	07-23-015-23W4
805	W 0343442	Issued	15-11-015-25W4
806	W 0343582	Issued	05-07-019-27W4
807	W 0343618	Suspension	05-04-016-24W4
808	W 0343619	Suspension	05-29-015-24W4
809	W 0344037	Suspension	10-18-015-23W4
810	W 0344251	Issued	16-36-019-27W4
811	W 0344256	Issued	01-04-019-27W4
812	W 0344461	Suspension	10-34-015-23W4
813	W 0344726	Suspension	15-27-016-25W4
814	W 0345156	Issued	16-22-017-25W4
815	W 0345247	Issued	05-33-019-24W4
816	W 0345553	Abandoned	16-31-007-01W5
817	W 0345606	Issued	16-06-017-29W4
818	W 0345670	Abandoned	01-21-016-17W4
819	W 0345742	Issued	13-24-019-28W4
820	W 0345743	Suspension	12-09-019-22W4
821	W 0345999	Issued	11-01-018-26W4
822	W 0346119	Issued	16-26-017-23W4
823	W 0346272	Suspension	16-01-016-01W5
824	W 0346407	Suspension	08-29-019-24W4
825	W 0346689	Issued	01-01-021-27W4
826	W 0346691	Issued	02-07-020-27W4
827	W 0347281	Suspension	13-22-015-24W4
828	W 0347439	Suspension	08-03-016-25W4

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Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
829	W 0347504	Suspension	11-03-016-25W4
830	W 0347650	Suspension	09-20-015-24W4
831	W 0347783	Suspension	10-10-019-22W4
832	W 0347862	Suspension	15-19-018-21W4
833	W 0347947	Suspension	06-18-017-21W4
834	W 0348113	Suspension	15-05-016-24W4
835	W 0348228	Issued	07-36-018-26W4
836	W 0348972	Issued	07-31-019-27W4
837	W 0348999	Suspension	08-32-015-25W4
838	W 0349006	Abandoned	08-26-016-26W4
839	W 0349274	Issued	15-10-019-29W4
840	W 0349416	Suspension	15-32-008-25W4
841	W 0349420	Suspension	05-11-016-24W4
842	W 0349423	Suspension	02-10-016-24W4
843	W 0349864	Suspension	15-12-016-25W4
844	W 0349894	Suspension	04-28-015-24W4
845	W 0350126	Abandoned	02-33-053-11W5
846	W 0350135	Issued	14-30-019-27W4
847	W 0350142	Suspension	12-12-019-29W4
848	W 0350212	Suspension	04-13-019-29W4
849	W 0350428	Suspension	05-32-017-29W4
850	W 0350475	Abandoned	08-22-010-25W4
851	W 0350491	Suspension	14-18-014-24W4
852	W 0350562	Abandoned	15-32-053-11W5
853	W 0351113	Suspension	10-16-020-27W4
854	W 0351178	Suspension	16-10-016-25W4
855	W 0351356	Amended	02-15-019-29W4
856	W 0351536	Issued	14-19-020-27W4
857	W 0351817	Suspension	06-23-030-23W4
858	W 0351890	Suspension	04-11-013-02W5
859	W 0351892	Issued	07-09-030-23W4
860	W 0352032	Issued	12-06-019-27W4
861	W 0352077	Suspension	13-16-015-25W4
862	W 0352218	Issued	11-35-029-23W4
863	W 0352289	Suspension	06-11-020-29W4
864	W 0352294	Suspension	09-11-020-29W4
865	W 0352456	Suspension	09-33-017-23W4
866	W 0352501	Issued	10-01-019-25W4
867	W 0352503	Suspension	11-12-015-24W4
868	W 0353158	Issued	01-34-014-25W4
869	W 0353283	Amended	04-07-018-26W4
870	W 0353437	Issued	11-17-018-26W4
871	W 0353492	Issued	06-36-018-27W4
872	W 0353523	Issued	07-06-020-27W4
873	W 0353589	Issued	02-05-018-26W4
874	W 0353603	Issued	07-06-018-26W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
875	W 0353608	Issued	14-05-018-26W4
876	W 0353617	Issued	11-08-018-26W4
877	W 0353618	Issued	11-07-018-26W4
878	W 0353695	Issued	03-30-018-26W4
879	W 0353712	Issued	12-12-018-27W4
880	W 0353723	Issued	06-17-018-26W4
881	W 0353883	Abandoned	01-05-088-10W6
882	W 0354139	Issued	09-26-017-22W4
883	W 0354164	Amended	06-06-018-21W4
884	W 0354264	Suspension	14-23-016-23W4
885	W 0354278	Suspension	14-32-014-25W4
886	W 0354294	Issued	07-14-018-27W4
887	W 0354320	Suspension	14-05-019-24W4
888	W 0354392	Issued	09-14-018-27W4
889	W 0354395	Issued	03-08-018-26W4
890	W 0354562	Suspension	15-20-014-24W4
891	W 0354569	Suspension	02-26-014-23W4
892	W 0354629	Abandoned	09-31-011-01W5
893	W 0354827	Issued	05-35-018-24W4
894	W 0354924	Suspension	13-09-007-01W5
895	W 0354957	Issued	04-32-019-26W4
896	W 0354971	Issued	05-06-018-26W4
897	W 0355039	Suspension	16-32-018-29W4
898	W 0355144	Suspension	01-04-021-28W4
899	W 0355391	Issued	09-11-018-27W4
900	W 0355473	Suspension	02-10-014-24W4
901	W 0355613	Abandoned	11-28-018-23W4
902	W 0355725	Issued	10-20-018-26W4
903	W 0355728	Suspension	15-34-015-24W4
904	W 0355739	Suspension	10-18-018-21W4
905	W 0355789	Suspension	10-32-014-24W4
906	W 0355849	Suspension	09-24-015-26W4
907	W 0355895	Suspension	05-23-019-29W4
908	W 0355952	Issued	16-20-015-25W4
909	W 0356093	Issued	13-30-016-29W4
910	W 0356107	Amended	10-17-007-01W5
911	W 0356276	Suspension	10-14-020-28W4
912	W 0356313	Issued	15-32-019-26W4
913	W 0356454	Suspension	01-19-002-23W4
914	W 0356455	Suspension	11-31-002-23W4
915	W 0356555	Suspension	07-26-017-22W4
916	W 0356729	Issued	06-06-019-25W4
917	W 0356732	Issued	06-25-019-27W4
918	W 0356872	Issued	02-02-015-25W4
919	W 0356897	Suspension	13-18-016-29W4
920	W 0357233	Suspension	16-09-002-23W4

Lexin Resources Limited - Wells for Partial Discharge

(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
921	W 0357423	Issued	16-11-020-27W4
922	W 0357503	Suspension	13-29-002-23W4
923	W 0357538	Abandoned	03-25-016-23W4
924	W 0357692	Suspension	07-25-014-25W4
925	W 0357846	Suspension	01-06-021-02W5
926	W 0357986	Suspension	16-02-019-01W5
927	W 0358248	Suspension	12-03-015-24W4
928	W 0358361	Abandoned	02-28-011-24W4
929	W 0358379	Issued	11-12-021-27W4
930	W 0358382	Issued	05-13-020-27W4
931	W 0358411	Suspension	11-21-015-24W4
932	W 0358477	Issued	02-10-019-24W4
933	W 0358497	Suspension	08-20-015-25W4
934	W 0358528	Abandoned	13-34-018-02W5
935	W 0358668	Abandoned	15-28-009-01W5
936	W 0358732	Issued	08-22-017-22W4
937	W 0358886	Abandoned	04-17-001-22W4
938	W 0358888	Amended	14-11-019-24W4
939	W 0358889	Issued	12-06-020-26W4
940	W 0359011	Suspension	02-17-016-23W4
941	W 0359012	Issued	05-06-020-26W4
942	W 0359022	Abandoned	04-24-016-17W4
943	W 0359089	Amended	08-13-020-27W4
944	W 0359126	Issued	14-24-020-27W4
945	W 0359127	Issued	06-24-020-27W4
946	W 0359183	Issued	08-04-030-23W4
947	W 0359223	Issued	14-11-020-28W4
948	W 0359320	Abandoned	07-07-017-21W4
949	W 0359349	Issued	08-24-020-27W4
950	W 0359375	Issued	16-13-020-27W4
951	W 0359471	Issued	01-35-014-25W4
952	W 0359480	Suspension	09-14-015-23W4
953	W 0359542	Issued	04-35-012-28W4
954	W 0359582	Amended	07-05-007-01W5
955	W 0359637	Suspension	15-34-029-23W4
956	W 0359638	Issued	16-35-029-23W4
957	W 0359658	Issued	08-02-030-23W4
958	W 0359932	Issued	01-03-030-23W4
959	W 0359934	Issued	09-15-030-23W4
960	W 0359939	Suspension	01-02-015-23W4
961	W 0359946	Issued	12-15-030-23W4
962	W 0360012	Suspension	04-22-012-28W4
963	W 0360105	Issued	01-34-029-23W4
964	W 0360139	Issued	05-35-029-23W4
965	W 0360161	Amended	06-03-030-23W4
966	W 0360212	Issued	11-30-015-25W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
967	W 0360296	Issued	13-35-018-25W4
968	W 0360401	Issued	01-11-019-24W4
969	W 0360403	Suspension	02-28-017-28W4
970	W 0360425	Suspension	08-08-019-22W4
971	W 0360440	Suspension	06-11-019-24W4
972	W 0360456	Issued	07-03-018-25W4
973	W 0360765	Issued	09-02-030-23W4
974	W 0360767	Issued	04-02-030-23W4
975	W 0360770	Issued	11-02-030-23W4
976	W 0360833	Issued	02-15-030-23W4
977	W 0360834	Issued	14-01-030-23W4
978	W 0360836	Issued	04-15-030-23W4
979	W 0361112	Suspension	07-11-016-25W4
980	W 0361223	Issued	10-05-018-25W4
981	W 0361224	Issued	06-21-018-23W4
982	W 0361283	Issued	15-11-030-23W4
983	W 0361338	Issued	14-21-018-23W4
984	W 0361339	Issued	14-11-030-23W4
985	W 0361485	Suspension	01-01-018-26W4
986	W 0361486	Issued	02-11-030-23W4
987	W 0361498	Suspension	11-14-017-23W4
988	W 0361587	Issued	16-33-017-25W4
989	W 0361729	Suspension	09-32-018-22W4
990	W 0361731	Issued	12-34-029-23W4
991	W 0361941	Issued	05-22-018-23W4
992	W 0361960	Issued	11-03-030-23W4
993	W 0362134	Issued	05-10-030-23W4
994	W 0362137	Issued	03-11-030-23W4
995	W 0362138	Issued	10-03-030-23W4
996	W 0362157	Issued	07-10-030-23W4
997	W 0362158	Issued	07-01-030-23W4
998	W 0362175	Issued	16-33-014-25W4
999	W 0362460	Issued	06-14-018-23W4
1000	W 0362467	Suspension	07-08-019-22W4
1001	W 0362483	Issued	13-24-018-26W4
1002	W 0362528	Issued	14-31-016-29W4
1003	W 0362598	Issued	06-24-018-26W4
1004	W 0362600	Issued	08-12-030-23W4
1005	W 0362643	Issued	13-32-016-28W4
1006	W 0362698	Issued	16-01-030-23W4
1007	W 0362741	Suspension	16-21-016-23W4
1008	W 0362858	Issued	14-07-030-22W4
1009	W 0362874	Amended	04-36-020-27W4
1010	W 0362878	Issued	16-07-030-22W4
1011	W 0362881	Amended	14-21-016-23W4
1012	W 0363582	Suspension	04-19-017-22W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
1013	W 0363642	Issued	06-07-030-22W4
1014	W 0363793	Issued	08-07-030-22W4
1015	W 0363952	Issued	06-27-019-27W4
1016	W 0364018	Issued	07-04-018-26W4
1017	W 0364056	Suspension	08-20-016-23W4
1018	W 0364076	Suspension	11-25-020-27W4
1019	W 0364097	Suspension	01-16-016-23W4
1020	W 0364100	Suspension	09-34-014-23W4
1021	W 0364225	Issued	02-04-018-26W4
1022	W 0364227	Suspension	05-16-016-23W4
1023	W 0364233	Abandoned	02-11-018-22W4
1024	W 0364250	Issued	16-24-021-28W4
1025	W 0364251	Issued	05-18-016-23W4
1026	W 0364378	Suspension	05-23-018-25W4
1027	W 0364553	Suspension	13-29-016-23W4
1028	W 0364580	Issued	16-04-015-25W4
1029	W 0364581	Abandoned	04-24-016-17W4
1030	W 0364783	Suspension	16-20-018-23W4
1031	W 0364809	Issued	11-01-008-02W5
1032	W 0364810	Suspension	12-09-016-25W4
1033	W 0364849	Suspension	13-35-014-23W4
1034	W 0364864	Issued	10-32-019-27W4
1035	W 0364872	Suspension	16-33-020-28W4
1036	W 0364873	Issued	01-32-020-26W4
1037	W 0365054	Suspension	07-04-019-29W4
1038	W 0365272	Amended	09-19-020-27W4
1039	W 0365280	Suspension	09-10-019-22W4
1040	W 0365331	Suspension	01-10-019-22W4
1041	W 0365341	Amended	14-20-020-27W4
1042	W 0365419	Issued	01-36-017-28W4
1043	W 0365449	Suspension	15-09-019-22W4
1044	W 0366039	Suspension	11-15-016-23W4
1045	W 0366137	Suspension	15-19-016-23W4
1046	W 0366421	Suspension	10-32-016-23W4
1047	W 0366605	Suspension	09-32-016-23W4
1048	W 0366772	Suspension	13-04-010-02W5
1049	W 0366926	Suspension	16-28-014-25W4
1050	W 0367156	Suspension	07-28-017-22W4
1051	W 0367211	Suspension	06-17-021-27W4
1052	W 0367290	Abandoned	07-03-017-23W4
1053	W 0367304	Issued	12-23-020-27W4
1054	W 0367527	Suspension	06-15-020-26W4
1055	W 0367605	Issued	06-20-017-27W4
1056	W 0368349	Issued	02-02-019-29W4
1057	W 0368533	Suspension	12-32-016-23W4
1058	W 0369944	Abandoned	13-33-008-02W5

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
1059	W 0370808	Suspension	06-04-021-26W4
1060	W 0370926	Amended	16-13-012-02W5
1061	W 0371050	Abandoned	10-27-011-25W4
1062	W 0371306	Suspension	08-33-016-23W4
1063	W 0371307	Suspension	09-28-016-23W4
1064	W 0371864	Suspension	16-20-016-23W4
1065	W 0371874	Amended	15-33-018-24W4
1066	W 0371876	Issued	03-05-017-27W4
1067	W 0371887	Suspension	03-34-017-26W4
1068	W 0372283	Issued	07-24-017-26W4
1069	W 0372400	Issued	06-24-017-26W4
1070	W 0372654	Issued	01-35-018-24W4
1071	W 0373051	Issued	01-22-017-26W4
1072	W 0373604	Issued	13-36-014-25W4
1073	W 0373665	Issued	02-33-017-27W4
1074	W 0373668	Issued	07-05-018-27W4
1075	W 0373793	Issued	13-21-018-26W4
1076	W 0373998	Issued	09-10-017-26W4
1077	W 0374050	Issued	13-14-017-26W4
1078	W 0374137	Amended	05-31-017-27W4
1079	W 0374307	Amended	08-16-017-26W4
1080	W 0374329	Suspension	06-12-016-25W4
1081	W 0374457	Issued	03-07-020-27W4
1082	W 0374558	Suspension	07-11-017-26W4
1083	W 0374944	Abandoned	02-04-012-25W4
1084	W 0375280	Issued	16-29-017-29W4
1085	W 0375593	Suspension	14-24-016-24W4
1086	W 0375601	Suspension	16-19-016-23W4
1087	W 0375845	Issued	08-19-019-27W4
1088	W 0375925	Suspension	04-22-018-27W4
1089	W 0376047	Issued	07-20-017-27W4
1090	W 0376251	Issued	01-13-017-29W4
1091	W 0376331	Suspension	07-18-021-27W4
1092	W 0376399	Suspension	06-31-018-23W4
1093	W 0376704	Issued	11-20-021-27W4
1094	W 0376813	Suspension	16-16-017-27W4
1095	W 0376818	Issued	07-01-021-27W4
1096	W 0376819	Issued	09-10-021-27W4
1097	W 0376820	Issued	12-20-017-27W4
1098	W 0376821	Issued	10-13-021-27W4
1099	W 0376867	Issued	01-33-017-27W4
1100	W 0376873	Suspension	09-02-017-28W4
1101	W 0376899	Suspension	16-08-017-27W4
1102	W 0377081	Issued	10-21-018-29W4
1103	W 0377294	Amended	06-18-021-27W4
1104	W 0377311	Issued	06-06-021-27W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
1105	W 0377315	Issued	02-29-018-29W4
1106	W 0377565	Issued	15-12-021-27W4
1107	W 0377688	Suspension	16-10-017-24W4
1108	W 0377996	Suspension	16-15-018-29W4
1109	W 0378215	Issued	16-07-020-27W4
1110	W 0378258	Suspension	11-10-017-24W4
1111	W 0378268	Issued	06-17-020-27W4
1112	W 0378298	Suspension	07-12-017-24W4
1113	W 0378419	Suspension	16-05-018-21W4
1114	W 0378508	Issued	01-32-017-24W4
1115	W 0378510	Issued	02-10-020-27W4
1116	W 0378511	Amended	10-22-016-28W4
1117	W 0378614	Amended	11-36-017-28W4
1118	W 0378663	Issued	06-19-021-27W4
1119	W 0378667	Issued	13-01-021-27W4
1120	W 0378686	Suspension	15-08-015-25W4
1121	W 0378695	Suspension	07-25-020-28W4
1122	W 0378733	Suspension	09-23-018-25W4
1123	W 0378800	Issued	07-05-018-25W4
1124	W 0378801	Suspension	11-24-018-25W4
1125	W 0378811	Suspension	02-35-018-25W4
1126	W 0378837	Suspension	05-04-017-25W4
1127	W 0378840	Suspension	16-30-020-27W4
1128	W 0378897	Suspension	11-29-017-24W4
1129	W 0378966	Issued	06-08-021-27W4
1130	W 0379031	Issued	13-06-020-27W4
1131	W 0379191	Suspension	14-29-017-24W4
1132	W 0379266	Issued	01-19-020-27W4
1133	W 0379281	Issued	09-17-018-25W4
1134	W 0379290	Issued	10-17-018-25W4
1135	W 0379331	Suspension	02-09-018-21W4
1136	W 0379377	Issued	07-24-020-28W4
1137	W 0379379	Amended	11-24-020-28W4
1138	W 0379396	Amended	14-08-021-27W4
1139	W 0379447	Suspension	15-02-017-28W4
1140	W 0379482	Suspension	05-36-017-23W4
1141	W 0379518	Suspension	02-35-017-23W4
1142	W 0379579	Issued	12-25-020-28W4
1143	W 0379739	Suspension	11-36-017-25W4
1144	W 0379740	Issued	13-28-020-27W4
1145	W 0379782	Issued	09-17-020-27W4
1146	W 0379828	Issued	11-25-020-28W4
1147	W 0380062	Issued	09-18-030-22W4
1148	W 0380069	Issued	15-04-030-23W4
1149	W 0380080	Issued	13-18-030-22W4
1150	W 0380081	Issued	16-23-030-23W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
1151	W 0380113	Issued	16-06-020-27W4
1152	W 0380115	Issued	13-05-021-27W4
1153	W 0380132	Issued	15-13-030-23W4
1154	W 0380148	Issued	02-22-030-23W4
1155	W 0380166	Issued	06-04-030-23W4
1156	W 0380168	Issued	14-23-030-23W4
1157	W 0380210	Issued	14-15-020-28W4
1158	W 0380266	Suspension	08-13-018-25W4
1159	W 0380309	Issued	03-09-030-23W4
1160	W 0380311	Amended	08-08-021-27W4
1161	W 0380315	Issued	12-09-030-23W4
1162	W 0380335	Issued	05-22-030-23W4
1163	W 0380403	Issued	14-22-030-23W4
1164	W 0380404	Issued	13-04-030-23W4
1165	W 0380405	Issued	15-09-030-23W4
1166	W 0380407	Issued	10-22-017-25W4
1167	W 0380420	Amended	13-09-018-26W4
1168	W 0380524	Issued	15-18-030-22W4
1169	W 0380530	Issued	07-07-018-25W4
1170	W 0380532	Issued	09-07-018-25W4
1171	W 0380533	Issued	09-03-020-27W4
1172	W 0380908	Issued	09-25-017-22W4
1173	W 0380995	Issued	01-19-017-25W4
1174	W 0380999	Suspension	12-17-017-27W4
1175	W 0381000	Amended	08-06-017-28W4
1176	W 0381005	Issued	01-24-030-23W4
1177	W 0381129	Suspension	06-34-018-25W4
1178	W 0381197	Issued	06-17-017-27W4
1179	W 0381199	Issued	05-22-017-25W4
1180	W 0381200	Issued	11-05-021-27W4
1181	W 0381202	Issued	05-04-020-27W4
1182	W 0381205	Issued	08-05-020-27W4
1183	W 0381206	Issued	15-24-017-24W4
1184	W 0381350	Issued	13-31-016-27W4
1185	W 0381353	Abandoned	10-35-019-23W4
1186	W 0381471	Suspension	12-22-019-23W4
1187	W 0381477	Issued	03-07-017-27W4
1188	W 0381478	Issued	01-05-017-27W4
1189	W 0381485	Amended	12-05-017-27W4
1190	W 0381514	Amended	12-36-019-23W4
1191	W 0381593	Suspension	10-34-018-25W4
1192	W 0381594	Issued	16-36-016-28W4
1193	W 0381606	Suspension	10-32-019-23W4
1194	W 0381667	Issued	15-22-030-23W4
1195	W 0381782	Suspension	02-25-018-25W4
1196	W 0381814	Suspension	10-31-016-23W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
1197	W 0381851	Suspension	12-16-017-24W4
1198	W 0381928	Amended	04-24-030-23W4
1199	W 0381930	Amended	13-13-030-23W4
1200	W 0382098	Issued	05-06-017-27W4
1201	W 0382103	Issued	08-36-016-28W4
1202	W 0382139	Issued	16-36-029-23W4
1203	W 0382204	Issued	10-09-020-27W4
1204	W 0382207	Issued	07-18-030-22W4
1205	W 0382300	Amended	09-32-016-27W4
1206	W 0382342	Issued	07-08-020-27W4
1207	W 0382352	Issued	04-06-017-27W4
1208	W 0382353	Amended	08-08-020-28W4
1209	W 0382357	Issued	15-04-020-27W4
1210	W 0382366	Amended	10-08-020-27W4
1211	W 0382449	Issued	15-06-017-27W4
1212	W 0382472	Issued	16-14-021-27W4
1213	W 0382476	Suspension	09-02-020-28W4
1214	W 0382529	Issued	11-20-017-25W4
1215	W 0382580	Issued	09-23-030-23W4
1216	W 0382641	Amended	01-06-017-27W4
1217	W 0382917	Suspension	03-29-030-22W4
1218	W 0382940	Issued	13-29-030-22W4
1219	W 0382945	Suspension	01-29-030-22W4
1220	W 0382949	Suspension	15-18-020-27W4
1221	W 0383067	Suspension	07-09-017-27W4
1222	W 0383069	Issued	03-15-021-27W4
1223	W 0383091	Issued	16-09-017-27W4
1224	W 0383131	Issued	06-32-017-24W4
1225	W 0383146	Issued	15-17-030-22W4
1226	W 0383147	Issued	07-18-019-27W4
1227	W 0383162	Suspension	01-11-017-24W4
1228	W 0383181	Issued	16-20-017-25W4
1229	W 0383257	Suspension	16-36-016-25W4
1230	W 0383265	Suspension	10-29-030-22W4
1231	W 0383271	Issued	13-17-030-22W4
1232	W 0383282	Amended	16-01-018-26W4
1233	W 0383296	Issued	07-17-030-22W4
1234	W 0383300	Issued	10-20-017-25W4
1235	W 0383330	Issued	14-19-017-25W4
1236	W 0383464	Suspension	01-06-017-29W4
1237	W 0383668	Issued	06-17-030-22W4
1238	W 0383719	Issued	05-04-019-27W4
1239	W 0383720	Issued	11-04-019-27W4
1240	W 0383724	Issued	13-36-029-23W4
1241	W 0383732	Issued	08-20-019-27W4
1242	W 0383790	Issued	16-26-019-27W4

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(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
1243	W 0383792	Abandoned	15-01-017-25W4
1244	W 0383858	Amended	11-26-020-28W4
1245	W 0384017	Issued	12-14-021-27W4
1246	W 0384058	Issued	09-11-021-27W4
1247	W 0384072	Suspension	14-17-018-24W4
1248	W 0384075	Issued	04-10-018-24W4
1249	W 0384076	Issued	13-11-018-24W4
1250	W 0384175	Issued	14-31-018-24W4
1251	W 0384208	Suspension	06-14-017-26W4
1252	W 0384219	Amended	04-03-021-27W4
1253	W 0384220	Issued	03-16-019-27W4
1254	W 0384318	Issued	07-05-019-27W4
1255	W 0384412	Amended	02-14-020-28W4
1256	W 0384424	Amended	06-14-020-28W4
1257	W 0384556	Issued	05-04-021-27W4
1258	W 0384670	Suspension	06-03-017-24W4
1259	W 0384679	Issued	02-07-019-27W4
1260	W 0384680	Issued	15-07-019-27W4
1261	W 0384849	Issued	12-31-018-24W4
1262	W 0385096	Amended	11-18-017-28W4
1263	W 0385098	Suspension	08-09-015-24W4
1264	W 0385260	Suspension	01-25-018-24W4
1265	W 0385302	Amended	08-14-020-28W4
1266	W 0385354	Suspension	12-23-016-23W4
1267	W 0385441	Issued	06-13-020-28W4
1268	W 0385743	Issued	14-34-014-25W4
1269	W 0385757	Issued	15-02-019-27W4
1270	W 0385813	Issued	13-02-019-27W4
1271	W 0386094	Issued	01-29-015-25W4
1272	W 0386276	Suspension	07-25-018-25W4
1273	W 0387340	Suspension	11-33-020-28W4
1274	W 0387347	Suspension	03-33-020-28W4
1275	W 0387385	Suspension	05-33-020-28W4
1276	W 0388235	Issued	13-10-020-27W4
1277	W 0388870	Issued	13-31-016-28W4
1278	W 0388937	Suspension	06-17-020-24W4
1279	W 0389126	Issued	13-17-019-27W4
1280	W 0389604	Issued	07-03-019-27W4
1281	W 0390164	Issued	07-27-019-27W4
1282	W 0390165	Issued	12-26-019-27W4
1283	W 0390757	Abandoned	06-12-011-24W4
1284	W 0390926	Suspension	11-17-020-24W4
1285	W 0391038	Issued	14-25-018-24W4
1286	W 0391339	Issued	08-11-015-25W4
1287	W 0391340	Issued	11-03-015-25W4
1288	W 0391943	Suspension	10-29-019-23W4

Lexin Resources Limited - Wells for Partial Discharge

(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
1289	W 0392164	Issued	05-03-019-27W4
1290	W 0392249	Amended	07-30-016-29W4
1291	W 0392266	Suspension	05-31-019-27W4
1292	W 0392340	Issued	14-35-014-25W4
1293	W 0393158	Issued	01-10-030-22W4
1294	W 0393163	Issued	10-10-030-22W4
1295	W 0393168	Suspension	08-08-030-22W4
1296	W 0393169	Suspension	12-10-030-22W4
1297	W 0393172	Issued	04-10-030-22W4
1298	W 0393173	Suspension	11-08-030-22W4
1299	W 0393176	Amended	06-08-030-22W4
1300	W 0393356	Issued	11-34-014-25W4
1301	W 0393400	Issued	13-11-030-22W4
1302	W 0393402	Issued	05-11-030-22W4
1303	W 0393619	Issued	12-36-019-27W4
1304	W 0393642	Amended	01-32-019-27W4
1305	W 0393716	Amended	10-08-030-22W4
1306	W 0393858	Issued	03-09-019-27W4
1307	W 0394000	Issued	06-02-015-25W4
1308	W 0394047	Suspension	02-01-019-25W4
1309	W 0394048	Issued	13-06-019-27W4
1310	W 0394372	Suspension	16-14-020-27W4
1311	W 0394373	Issued	16-06-019-27W4
1312	W 0394441	Issued	14-29-017-26W4
1313	W 0394465	Issued	06-29-017-26W4
1314	W 0394466	Issued	08-29-017-26W4
1315	W 0394467	Suspension	12-30-019-23W4
1316	W 0394725	Issued	03-33-019-27W4
1317	W 0394726	Issued	15-28-019-27W4
1318	W 0394727	Amended	08-28-019-27W4
1319	W 0394845	Issued	09-29-020-27W4
1320	W 0394846	Issued	02-05-021-27W4
1321	W 0394988	Issued	14-32-020-27W4
1322	W 0395011	Issued	16-03-021-27W4
1323	W 0395215	Amended	02-36-018-26W4
1324	W 0395229	Amended	10-36-018-26W4
1325	W 0395410	Issued	08-26-029-23W4
1326	W 0395455	Issued	08-04-020-28W4
1327	W 0395463	Issued	14-26-029-23W4
1328	W 0395471	Issued	06-26-029-23W4
1329	W 0395474	Issued	16-26-029-23W4
1330	W 0395487	Issued	01-09-020-28W4
1331	W 0395509	Issued	07-09-020-28W4
1332	W 0395518	Issued	08-35-029-23W4
1333	W 0395590	Issued	01-36-029-23W4
1334	W 0395595	Amended	06-21-021-27W4

Lexin Resources Limited - Wells for Partial Discharge

(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
1335	W 0395607	Issued	05-36-029-23W4
1336	W 0395644	Suspension	16-01-016-23W4
1337	W 0395645	Suspension	02-12-016-23W4
1338	W 0395646	Suspension	16-11-016-23W4
1339	W 0395648	Suspension	08-35-015-23W4
1340	W 0395686	Issued	06-10-016-23W4
1341	W 0395831	Suspension	12-21-018-24W4
1342	W 0395854	Suspension	13-20-017-24W4
1343	W 0395957	Issued	09-02-021-27W4
1344	W 0395960	Suspension	02-02-021-27W4
1345	W 0396000	Issued	13-21-019-27W4
1346	W 0396001	Issued	15-21-019-27W4
1347	W 0396094	Suspension	04-12-017-26W4
1348	W 0396095	Issued	10-27-020-26W4
1349	W 0396096	Issued	14-12-020-27W4
1350	W 0396097	Suspension	12-11-020-27W4
1351	W 0396101	Issued	11-02-021-27W4
1352	W 0396158	Issued	16-33-019-27W4
1353	W 0396159	Suspension	05-05-020-24W4
1354	W 0396213	Suspension	10-04-021-27W4
1355	W 0396256	Suspension	08-02-017-26W4
1356	W 0396257	Issued	16-36-020-27W4
1357	W 0396379	Issued	05-36-019-23W4
1358	W 0396380	Issued	09-21-017-26W4
1359	W 0396407	Suspension	07-12-017-26W4
1360	W 0396409	Suspension	12-12-017-26W4
1361	W 0396449	Amended	10-32-016-28W4
1362	W 0396604	Suspension	10-14-017-28W4
1363	W 0397210	Issued	12-05-019-24W4
1364	W 0397213	Issued	09-27-020-26W4
1365	W 0397256	Amended	14-18-020-27W4
1366	W 0397263	Issued	09-31-020-26W4
1367	W 0397622	Suspension	16-03-015-25W4
1368	W 0397778	Suspension	11-01-017-23W4
1369	W 0397960	Amended	12-24-020-26W4
1370	W 0398016	Issued	11-23-020-26W4
1371	W 0398019	Issued	15-24-020-26W4
1372	W 0398020	Issued	09-10-030-23W4
1373	W 0398021	Issued	08-11-030-22W4
1374	W 0398033	Amended	14-05-007-01W5
1375	W 0398377	Issued	05-13-030-23W4
1376	W 0398637	Issued	14-14-020-26W4
1377	W 0398639	Amended	08-15-020-26W4
1378	W 0398640	Suspension	01-29-020-27W4
1379	W 0398641	Issued	08-14-020-26W4
1380	W 0398710	Issued	06-03-020-27W4

Lexin Resources Limited - Wells for Partial Discharge

(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
1381	W 0398784	Issued	12-30-020-27W4
1382	W 0398894	Issued	15-31-030-22W4
1383	W 0398895	Issued	14-31-030-22W4
1384	W 0398902	Issued	06-31-030-22W4
1385	W 0398903	Issued	03-31-030-22W4
1386	W 0398987	Issued	06-34-029-23W4
1387	W 0399002	Amended	08-14-020-27W4
1388	W 0399068	Issued	15-22-020-27W4
1389	W 0399122	Amended	07-22-020-27W4
1390	W 0399130	Issued	16-18-020-27W4
1391	W 0399339	Suspension	11-07-017-28W4
1392	W 0399407	Issued	09-13-021-28W4
1393	W 0399408	Issued	01-11-021-28W4
1394	W 0399409	Suspension	08-14-021-28W4
1395	W 0399436	Suspension	01-23-020-27W4
1396	W 0399437	Issued	16-23-020-27W4
1397	W 0399438	Issued	08-03-021-28W4
1398	W 0399480	Issued	08-02-021-28W4
1399	W 0399512	Suspension	13-33-019-24W4
1400	W 0399513	Suspension	16-29-019-24W4
1401	W 0399533	Suspension	06-29-019-24W4
1402	W 0399554	Issued	09-01-021-28W4
1403	W 0399581	Suspension	13-18-019-26W4
1404	W 0399642	Issued	11-19-020-26W4
1405	W 0399667	Amended	09-04-020-26W4
1406	W 0399897	Issued	10-12-018-27W4
1407	W 0399935	Issued	11-22-017-26W4
1408	W 0399997	Issued	09-05-021-27W4
1409	W 0400043	Issued	14-14-018-26W4
1410	W 0400118	Suspension	04-14-015-25W4
1411	W 0400122	Suspension	14-01-015-25W4
1412	W 0400262	Issued	14-36-020-28W4
1413	W 0400276	Suspension	16-14-018-26W4
1414	W 0400443	Issued	13-16-018-26W4
1415	W 0400467	Suspension	10-17-014-24W4
1416	W 0400576	Suspension	09-05-017-29W4
1417	W 0400782	Suspension	01-26-018-26W4
1418	W 0400879	Suspension	15-31-014-24W4
1419	W 0400924	Suspension	08-04-019-26W4
1420	W 0401067	Suspension	07-19-014-24W4
1421	W 0401190	Suspension	08-19-007-01W5
1422	W 0401258	Issued	12-06-019-26W4
1423	W 0401397	Abandoned	02-02-015-25W4
1424	W 0401439	Abandoned	09-02-015-25W4
1425	W 0401441	Issued	12-24-018-27W4
1426	W 0401570	Suspension	16-28-018-27W4

Lexin Resources Limited - Wells for Partial Discharge

(Includes wells included in Receiver's Seventh Report)

Reference No.	Licence Number	Licence Status	Surface Unique Well Identifier (UWI)
1427	W 0401578	Issued	09-24-018-27W4
1428	W 0401681	Suspension	08-34-018-27W4
1429	W 0419301	Issued	07-10-018-24W4
1430	W 0419372	Issued	07-13-021-28W4
1431	W 0419393	Issued	16-03-021-28W4
1432	W 0419394	Issued	03-02-021-28W4
1433	W 0419395	Issued	14-02-021-28W4
1434	W 0419669	Amended	14-35-020-28W4
1435	W 0419680	Suspension	16-26-020-28W4
1436	W 0421603	Issued	04-09-007-01W5
1437	W 0422274	Issued	04-16-007-01W5
1438	W 0423877	Issued	03-11-019-23W4
1439	W 0423966	Amended	04-28-015-25W4
1440	W 0427042	Issued	04-35-017-23W4
1441	W 0436263	Amended	08-13-019-24W4
1442	W 0437332	Issued	16-25-018-23W4
1443	W 0439631	Amended	13-27-017-23W4

APPENDIX 7

Lexin Resources Limited - Facilities for Partial Discharge

(Includes facilities included in Receiver's Eighth Report)

Reference No.	Licence Number	Licence Status	Surface Location
1	F1242	Abandoned	00/06-06-013-25W4
2	F17874	Issued	00/12-35-108-09W6
3	F18223	Abandoned	00/02-04-115-05W6
4	F20885	Issued	00/11-02-017-28W4
5	F20886	Issued	00/01-23-018-29W4
6	F20887	Amended	00/06-15-020-27W4
7	F20888	Issued	00/10-16-020-27W4
8	F2089	Issued	00/06-04-016-27W4
9	F20890	Issued	00/10-21-020-27W4
10	F20891	Issued	00/06-21-020-27W4
11	F20892	Issued	00/01-28-020-27W4
12	F20893	Issued	00/08-29-020-27W4
13	F20894	Issued	00/10-32-020-27W4
14	F20895	Issued	00/10-10-021-27W4
15	F20896	Issued	00/07-04-021-28W4
16	F2239	Amended	00/02-04-017-29W4
17	F2420	Amended	00/01-25-018-30W4
18	F2421	Issued	02/01-25-018-30W4
19	F25067	Amended	00/16-30-018-26W4
20	F25101	Issued	00/06-11-017-28W4
21	F25302	Amended	00/02-24-012-02W5
22	F2576	Issued	00/01-33-019-21W4
23	F25838	Abandoned	00/09-21-016-29W4
24	F2588	Amended	00/01-35-019-28W4
25	F25918	Amended	00/02-20-017-29W4
26	F26018	Issued	00/08-26-019-27W4
27	F26087	Amended	00/16-05-018-25W4
28	F26438	Issued	00/05-08-020-27W4
29	F26916	Abandoned	00/11-12-111-03W6
30	F27045	Issued	00/04-11-017-25W4
31	F27046	Issued	00/05-01-017-25W4
32	F27451	Amended	00/06-14-020-26W4
33	F27552	Issued	00/11-15-018-29W4
34	F27689	Amended	00/15-34-018-27W4
35	F28117	Amended	00/10-15-021-27W4
36	F2813	Issued	00/11-08-020-19W4
37	F2837	Amended	00/14-10-020-23W4
38	F2865	Issued	02/06-15-020-27W4
39	F2866	Amended	00/06-15-020-27W4
40	F29282	Amended	00/05-08-021-27W4
41	F29341	Issued	00/06-29-022-28W4
42	F29347	Amended	00/09-17-019-27W4
43	F29735	Issued	00/11-29-022-28W4
44	F30399	Amended	00/14-30-016-28W4

Lexin Resources Limited - Facilities for Partial Discharge

(Includes facilities included in Receiver's Eighth Report)

Reference No.	Licence Number	Licence Status	Surface Location
45	F30500	Amended	02/04-01-017-23W4
46	F3067	Issued	00/14-03-021-27W4
47	F30715	Issued	00/12-04-018-26W4
48	F31052	Issued	00/03-25-012-02W5
49	F31123	Issued	00/05-20-019-27W4
50	F31207	Amended	00/03-12-016-21W4
51	F32197	Issued	00/16-16-018-24W4
52	F32460	Issued	00/04-11-018-24W4
53	F32495	Issued	00/10-13-021-28W4
54	F32738	Issued	00/10-13-012-02W5
55	F33748	Issued	00/02-12-016-21W4
56	F33774	Issued	00/11-31-016-28W4
57	F33937	Amended	00/01-02-018-22W4
58	F33940	Issued	00/07-29-017-23W4
59	F34339	Issued	00/10-16-042-03W5
60	F34437	Amended	00/13-17-020-26W4
61	F34456	Issued	00/04-15-022-27W4
62	F34763	Issued	00/09-29-015-25W4
63	F35170	Amended	00/16-09-054-14W5
64	F35818	Issued	00/03-11-042-04W5
65	F35833	Amended	00/04-24-016-24W4
66	F36195	Issued	00/12-30-017-21W4
67	F36233	Amended	00/06-18-016-27W4
68	F36247	Issued	00/08-36-016-29W4
69	F36911	Issued	00/11-07-012-01W5
70	F37170	Amended	00/15-11-030-23W4
71	F37308	Issued	00/16-04-016-23W4
72	F37838	Issued	00/15-06-017-28W4
73	F38466	Amended	00/16-04-015-25W4
74	F38594	Amended	00/03-05-017-27W4
75	F38861	Issued	00/05-28-017-29W4
76	F39228	Issued	00/16-20-034-06W5
77	F39425	Issued	00/16-19-016-29W4
78	F39549	Issued	00/16-12-017-29W4
79	F39764	Issued	00/06-33-020-28W4
80	F41054	Issued	00/16-20-015-25W4
81	F41870	Abandoned	00/16-33-020-28W4

APPENDIX 8



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0013 573 861 4;28;19;26;NE 031 312 242

LEGAL DESCRIPTION

THE NORTH EAST QUARTER OF SECTION TWENTY SIX (26)
 IN TOWNSHIP NINETEEN (19)
 RANGE TWENTY EIGHT (28)
 WEST OF THE FOURTH MERIDIAN, CONTAINING 64.7 HECTARES
 (160 ACRES) MORE OR LESS
 EXCEPTING THE RAILWAY AND EXTRA RIGHT OF WAY ON PLAN
 ATTACHED TO TRANSFER 287AJ, CONTAINING 3.38 HECTARES
 (8.34 ACRES) MORE OR LESS
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF FOOTHILLS NO. 31

REFERENCE NUMBER: 011 097 460

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
031 312 242	12/09/2003	TRANSFER OF LAND	\$36,000,000	\$10

OWNERS

MPP LTD.
 OF 400, 1035 - 7 AVE SW
 CALGARY
 ALBERTA T2P 3E9

(DATA UPDATED BY: CHANGE OF ADDRESS 151290823)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
041 021 148	15/01/2004	UTILITY RIGHT OF WAY GRANTEE - LEXIN RESOURCES LTD. PO BOX 6808, STN D CALGARY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

031 312 242

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T2P2E7

(DATA UPDATED BY: CHANGE OF NAME 141183728)

(DATA UPDATED BY: CHANGE OF NAME 161088192)

051 007 701 07/01/2005 CAVEAT

RE : PIPELINE RIGHT OF WAY

CAVEATOR - MPP LTD.

400, 1035 - 7 AVE SW

CALGARY

ALBERTA T2P3E9

AGENT - MEGAN SHABACK

(DATA UPDATED BY: CHANGE OF ADDRESS 151290824)

171 084 679 24/04/2017 TAX NOTIFICATION

BY - THE MUNICIPAL DISTRICT OF FOOTHILLS NO. 31.

BOX 5605

HIGH RIVER, ALBERTA

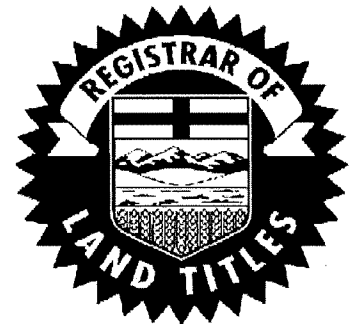
T1V1M7

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 28 DAY OF AUGUST,
2017 AT 03:56 P.M.

ORDER NUMBER: 33592328

CUSTOMER FILE NUMBER: Britt- TIM



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

APPENDIX 9



LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0013 570 438	4;28;19;35;SE	031 312 242 +1

LEGAL DESCRIPTION
 MERIDIAN 4 RANGE 28 TOWNSHIP 19
 SECTION 35
 QUARTER SOUTH EAST
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF FOOTHILLS NO. 31

REFERENCE NUMBER: 011 097 460 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION

031 312 242	12/09/2003	TRANSFER OF LAND	\$36,000,000	\$10

OWNERS

MPP LTD.
 OF 400, 1035 - 7 AVE SW
 CALGARY
 ALBERTA T2P 3E9

(DATA UPDATED BY: CHANGE OF ADDRESS 151290823)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS

961 307 287	20/12/1996	CAVEAT
		RE : RIGHT OF WAY AGREEMENT , ETC.
		CAVEATOR - MPP LTD.
		400, 1035 - 7 AVE SW
		CALGARY
		ALBERTA T2P3E9
		(DATA UPDATED BY: TRANSFER OF CAVEAT
		001068706)
		(DATA UPDATED BY: TRANSFER OF CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

031 312 242 +1

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

011129217)

(DATA UPDATED BY: TRANSFER OF CAVEAT

031253860)

(DATA UPDATED BY: TRANSFER OF CAVEAT

031253870)

(DATA UPDATED BY: CHANGE OF ADDRESS 151290824)

041 021 147 15/01/2004 UTILITY RIGHT OF WAY

GRANTEE - LEXIN RESOURCES LTD.

PO BOX 6808, STN D

CALGARY

ALBERTA T2P2E7

(DATA UPDATED BY: CHANGE OF NAME 141183728)

(DATA UPDATED BY: CHANGE OF NAME 161088286)

051 008 240 07/01/2005 CAVEAT

RE : PIPELINE RIGHT OF WAY

CAVEATOR - MPP LTD.

400, 1035 - 7 AVE SW

CALGARY

ALBERTA T2P3E9

AGENT - MEGAN SHABACK

(DATA UPDATED BY: CHANGE OF ADDRESS 151290824)

151 333 958 21/12/2015 CAVEAT

RE : LEASE INTEREST , ETC.

CAVEATOR - MFC POWER GENERAL PARTNER LTD.

MFC POWER LIMITED PARTNERSHIP

C/O MFC POWER GENERAL PARTNER LTD

SUITE 400, 1035-7TH AVENUE, SW

CALGARY

ALBERTA T2P3E9

AGENT - PAUL D LOGAN

151 336 847 23/12/2015 BUILDER'S LIEN

LIENOR - YOUNG ENERGYSERVE INC.

234125 WRANGLER ROAD S.E.

ROCKY VIEW

ALBERTA T1X0K2

AGENT - DAVID A WRIGHT

AMOUNT: \$1,678,995

161 026 215 26/01/2016 CAVEAT

RE : EASEMENT

161 026 216 26/01/2016 CAVEAT

RE : EASEMENT

161 026 217 26/01/2016 CAVEAT

RE : EASEMENT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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031 312 242 +1

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
161 026 218	26/01/2016	CAVEAT RE : EASEMENT
161 026 219	26/01/2016	CAVEAT RE : EASEMENT
161 032 610	01/02/2016	BUILDER'S LIEN LIENOR - TECHMATION ELECTRIC & CONTROLS LTD. C/O ALTALAW LLP 5233-49 AVE RED DEER ALBERTA T4N6G5 AGENT - GLENN RIDEOUT AMOUNT: \$197,511
161 033 302	02/02/2016	NOTICE OF SECURITY INTEREST RE : FIXTURES IN FAVOUR OF - 1049597 B.C. LTD. SUITE 1860, 400 BURRARD ST VANCOUVER BRITISH COLUMBIA V6C3A6 DEBTOR - MFC PROCESSING PARTNERSHIP. SUITE 400, 1035-7TH AVE SW CALGARY ALBERTA T2P3E9 AMOUNT: \$850,000 EXPIRES: 2019/01/19
161 037 819	08/02/2016	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 151336847
161 037 919	08/02/2016	BUILDER'S LIEN LIENOR - UNIQUE SCAFFOLD INC. ATTN: GLENN BLACKETT C/O CARSCALLEN LLP 1500, 407 - 2ND STREET SW CALGARY ALBERTA T2P2Y3 AGENT - WILLIAM PROCYK AMOUNT: \$153,586
161 037 920	08/02/2016	BUILDER'S LIEN LIENOR - UNIQUE SCAFFOLD INC. ATTN: GLENN BLACKETT C/O CARSCALLEN LLP 1500, 407 - 2ND STREET SW CALGARY ALBERTA T2P2Y3 AGENT - WILLIAM PROCYK

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AMOUNT: \$153,586
AS TO LEASEHOLD ESTATE

161 050 738	24/02/2016	BUILDER'S LIEN LIENOR - 721381 ALBERTA LTD. C/O L.M. GORDON LAW OFFICE ATTN: LAURIE M. GORDON 2213 - 20TH STREET NANTON ALBERTA T0L1R0 AGENT - SHANE HAISTE AMOUNT: \$19,367
161 057 261	02/03/2016	BUILDER'S LIEN LIENOR - AUTOPRO AUTOMATION CONSULTANTS LTD. C/O STRINGAM LLP 102, 10126-97 AVENUE GRANDE PRAIRIE ALBERTA T8V7X6 AGENT - ROBERT BEATTIE AMOUNT: \$15,293
161 057 262	02/03/2016	BUILDER'S LIEN LIENOR - AUTOPRO AUTOMATION CONSULTANTS LTD. C/O STRINGAM LLP 102, 10126-97 AVENUE GRANDE PRAIRIE ALBERTA T8V7X6 AGENT - ROBERT BEATTIE AMOUNT: \$15,293
161 092 518	19/04/2016	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 161037920
161 092 521	19/04/2016	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 161037919
161 123 513	27/05/2016	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 161032610
161 179 923	03/08/2016	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 161057261 AFFECTS INSTRUMENT: 161057262
171 078 379	12/04/2017	ORDER PURSUANT TO THE ENVIRONMENTAL PROTECTION AND ENHANCEMENT ACT.
171 084 679	24/04/2017	TAX NOTIFICATION BY - THE MUNICIPAL DISTRICT OF FOOTHILLS NO. 31.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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031 312 242 +1

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

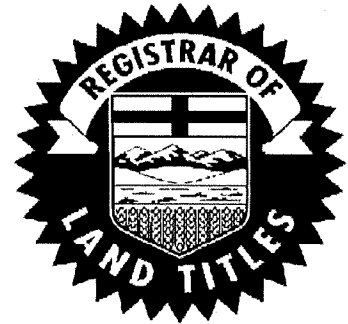
BOX 5605
HIGH RIVER, ALBERTA
T1V1M7

TOTAL INSTRUMENTS: 024

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 28 DAY OF AUGUST,
2017 AT 03:59 P.M.

ORDER NUMBER: 33592381

CUSTOMER FILE NUMBER: BRITT TIM



END OF CERTIFICATE

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