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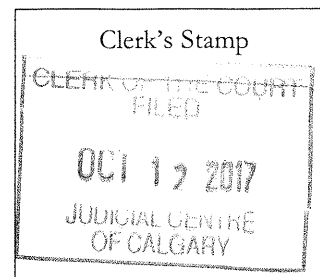
COURT: COURT OF QUEEN'S BENCH
OF ALBERTA

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 FIFTH REPORT
OCTOBER 12, 2017



Volume 1 of 2

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING DOCUMENT

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Clerk's Stamp

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Introduction

1. On March 20, 2017, on application by the Alberta Energy Regulator (“**AER**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order (the “**Receivership Order**”) appointing Grant Thornton Limited (the “**Receiver**”) as receiver and manager of Lexin Resources Ltd. (“**Lexin**” or the “**Company**”).
2. On June 13, 2017, on a consent basis the Court approved a receivership order (“**Expanded Receivership Order**”) adding the following Lexin related entities to the within Receivership proceedings:
 - a) 1051393 BC Ltd. (“**105**”);
 - b) 0989 Resource Partnership (“**0989**”);
 - c) LR Processing Ltd. (“**LR Ltd**”); and
 - d) LR Processing Partnership (“**LR Partnership**”);(collectively the “**Additional Lexin Entities**” and collectively, along with Lexin, the “**Lexin Group**”).
3. On March 30, 2017, April 28, 2017, June 9, 2017 and July 5, 2017, the Receiver issued its First Report, Second Report, Third Report and Fourth Report, respectively (collectively the “**Prior Reports**”).
4. On July 14, 2017, the Court approved the sales process (“**Sales Process**”) outlined in the Receiver’s Fourth Report, which included the engagement of Sayer Energy Advisors (“**Sayer**”), the sales advisor the Receiver selected to assist the Receiver with its conduct of the Sales Process (“**Sales Process Order**”).
5. The purpose of this report (the “**Fifth Report**”) is to:
 - a) seek the advice and direction of the Court with respect to the Sales Process. In particular, and as detailed below, certain entities which appear to be related to the

Lexin Group are claiming an ownership interest in a portion of the property located on Lexin owned Sites and listed for sale in the Sales Process. The Receiver requires certainty in its Sales Process, both from the perspective of bidders bidding in that process and stakeholders standing to benefit from that process. As such, a resolution of the ownership issues is required in order for the Receiver to efficiently conclude the Sales Process for the benefit of stakeholders holding valid claims against one or more members of the Lexin Group;

- b) seek the advice and direction of the Court with respect to a series of transactions (the “**Reviewable Transaction**”) entered into by the Lexin Group and certain non-arm’s length parties, including:
 - i. a secured loan transaction MFC Energy Finance Inc. (“**Finance**”) asserts it advanced to 0989 in the amount of \$37,570,500 (the “**Finance Loan**”);
 - ii. a transfer of equipment from Lexin or 0989 to 1049597 B.C. Ltd. (“**597**”) the consideration for which is stated to be a reduction to the Finance Loan;
 - iii. a transfer of certain lease and land interests from Lexin or 0989 to 1059032 B.C. Ltd. (“**1059**”) the consideration for which is stated to be a reduction to the Finance Loan;
 - iv. a transfer of certain seismic data from Lexin or 0989 to Finance the consideration for which is stated to be a reduction to the Finance Loan;
 - v. a transfer of all of the shares of MFC Energy (Montana) Inc. from 0989 to Finance, the consideration for which is stated to be a reduction to the Finance Loan;
 - vi. a transfer of certain oil and gas assets from Lexin or 0989 to Notine Holdings Inc., the consideration for which is unclear; and

- vii. a transfer of certain additional equipment from Lexin or 0989 to Jixin and then to Energy Leasing Partners Ltd. (“ELP”), the consideration for which is unclear for the former;
 - c) Appoint a trustee in bankruptcy over Lexin and 0989 for the purposes of preserving limitations periods in the event the Receiver deems it appropriate to challenge the Reviewable Transactions;
 - d) Provide a declaration that tolls any limitations periods applicable to the Receiver in respect of the provincial fraudulent preference/conveyance legislation, should the Receiver deem it appropriate to pursue same; and
 - e) Approve the Receiver's activities and conduct to date, including the Receiver's conduct with respect to the Sales Process.
6. Additional information regarding complications faced by the Receiver in the Sales Process as a result of these ownership claims will be contained in a Receiver's Confidential Supplement to the Fifth Report (the “**Confidential Supplement**”). The Confidential Supplement will contain commercially sensitive information as well as information that if publicly disclosed could adversely affect the Receiver's ongoing Sales Process. As such, the Receiver will be seeking a sealing order from this Court regarding the Confidential Supplement.
7. The Fifth Report is limited to information on the above matters. Updates on other matters referenced in the Receiver's Prior Reports, including activities since the Receiver's Fourth Report and the status of the Sales Process, will be addressed in a future report.
8. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars. Capitalized terms not otherwise defined herein shall adopt the meaning as defined in the Receivership Order, the AER's originating application materials, the affidavit of Laura Chant sworn on March 11, 2017 (the “**Chant Affidavit**”) and the Receiver's Prior Reports.

Limitations of Report

9. The information contained in the Fifth Report has been obtained from the available records of the Lexin Group, publicly available information, information obtained from various Lexin Group stakeholders, and discussions with former Lexin Group employees. The information was not audited nor otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this report may not disclose all significant matters about the Lexin Group. Accordingly, we do not express an opinion or any other form of assurance on the information presented herein. The Receiver may refine or alter its observations as further information is obtained or is brought to its attention after the date of this report.
10. 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 Fifth 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.
11. A copy of the Fifth Report and other relevant documents in the receivership proceedings are available on the Receiver's website at: www.grantthornton.ca/Lexin.

Background

12. Lexin is a privately held corporation formed pursuant to the laws of British Columbia. The Company was engaged in the business of oil and gas exploration and production in Alberta.
13. The events leading up to the receivership of Lexin were outlined in the Chant Affidavit and in the First Report. In summary, Lexin had numerous regulatory orders issued against it by the AER which resulted in the suspension of all of Lexin's AER regulated assets. In an unprecedented step taken by the AER, the AER sought the appointment of a receiver to realize upon the assets of Lexin, attend to stakeholder and creditor issues in an orderly fashion and help address many of the outstanding environmental and safety issues at the Sites and the Abandoned Sites in a court supervised process.

14. 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 the proceedings.

Organizational Structure

15. In the First Report, the Receiver attempted to ascertain the organizational structure of Lexin and related entities. Our understanding of these intercompany relationships was based largely on current and historical corporate searches. Subsequent Receiver's reports have expanded upon the information contained in the First Report as it became available to the Receiver. Despite gaining access to some of the records of the Lexin Group since the last report was prepared, the Receiver does not yet have a complete picture of the intercompany relationships, largely because of the state of the records, the continued lack of access to certain corporate and partnership records as outlined herein and the fact that corporate searches in other jurisdictions do not contain certain information like shareholdings.
16. The following is a table of defined terms used in the Fourth Report for the entities involved and is included in this Fifth Report, as updated for additional entities added since the Fourth Report, for ease of reference and for the purposes of understanding the parties involved in the Reviewable Transactions. The defined terms for each of these entities includes their predecessor names as noted in the table below.

	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	"0989"
		Compton Resource Partnership	
c	1051393 BC Ltd.	n/a	"105"
d	LR Processing Ltd.	MPP Ltd.	"LR Ltd."
		1045034 Alberta Ltd.	
e	LR Processing Partnership	MFC Processing Partnership	"LR Processing"
		Mazepa Processing Partnership	
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	"MFC Austria"
		Compton Petroleum Austria GmbH	
		Compton Holding Austria GmbH	
k	Jixin Energy Inc.	MFCE Resources Ltd.	"Jixin"
		1032039 B.C. Ltd.	
l	MFC Bancorp Ltd.	MFC Industrial Ltd.	"Bancorp"
m	M Financial Corp.	Unknown	"M Financial"
n	Energy Leasing Partners Ltd.	Unknown	"ELP"

18. The nature of the relationships between the entities involved in the Reviewable Transactions, as understood by the Receiver from the limited information available, is outlined below. Further, attached as **Appendix 1** is a diagram explaining these relationships, as well as a summary of the asset transfers involved in partial pay down of the Finance Loan.

Lexin

19. Lexin is incorporated pursuant to the laws of British Columbia. At the date of Receivership, Lexin's directors were Michael Smith and Jasmina Cezek. The Receiver was advised in April 2017 by Groia & Company that Jasmina Cezek had resigned as a director of Lexin. Subsequently, on June 21, 2017, the Receiver was advised that Michael Smith had resigned as director of Lexin. At the date of Receivership, Lexin's registered office was listed with Sangra Moller LLP ("**Sangra Moller**"); however the Receiver subsequently discovered that

on March 23, 2017, after the date of the Receivership Order, Lexin's registered and records office was changed to a location in Coquitlam, BC (the "**Hartley Location**"), which the Receiver understands based upon internet and corporate searches is occupied by a company solely operated by Michael Smith.

20. Based upon historical corporate searches conducted by the Receiver, the Receiver understands that as of March 11, 2014, all of Michael Smith, Ferdinand Steinbauer and Robert Chenery were directors of Lexin. As of December 15, 2015, each of Steinbauer and Chenery resigned as directors of Lexin, leaving the sole director of Lexin as Michael Smith. Jasmina Cezek became a director of Lexin on January 28, 2016.

0989

21. Lexin is a partner in the 0989 partnership, a general partnership pursuant to the laws of the Province of British Columbia. 0989 maintains its mailing address with Sangra Moller. The other partner in the 0989 partnership is 105. 105 is incorporated pursuant to the laws of British Columbia and maintains its registered office and records information at the Hartley Location. As at the date of Receivership, the sole director of 105 was Michael Smith. On June 21, 2017, the Receiver was advised that Michael Smith had resigned as director of 105. Based upon a historical corporate search conducted by the Receiver, the Receiver understands that as of April 27, 2016, Samuel Morrow resigned as a director of 105.
22. The Receiver has not been provided with, nor has it been able to locate the 0989 partnership agreement. Based upon the affidavit of Michael Smith of March 15, 2017 filed in Lexin's failed *Companies' Creditors Arrangement Act* proceedings, the Receiver understands that Lexin owns 99.999% of 0989 and 105 owns the remaining 0.001%.
23. Based upon a historical corporate search conducted by the Receiver, the Receiver understands that at the time the 0989 partnership was registered, its partners were Lexin and Bancorp. As of December 7, 2015, the historical records show that Bancorp was removed as a partner of 0989 and replaced by 105.

Finance

24. Finance is incorporated pursuant to the laws of British Columbia. Its registered office and records information is listed as being with Sangra Moller. As at March 28, 2017, the president of Finance was Michael Smith and the two directors were Samuel Morrow and Ferdinand Steinbauer. The shareholder listing for Finance is unavailable, but the 2016 20-F for Bancorp lists Finance as a wholly owned subsidiary. Copies of the relevant pages of Bancorp's 20-F filings with the US Securities and Exchange Commission for 2014 to 2016 containing the lists of Bancorp's material subsidiaries are attached as **Appendix 2**.
25. Based upon a historical corporate search conducted by the Receiver, the Receiver understands that Finance was incorporated on June 26, 2015. At the time of incorporation the directors were Samuel Morrow and Michael Smith. As of February 8, 2017, Michael Smith resigned as a director of Finance.

597

26. 597 is incorporated pursuant to the laws of British Columbia. Its registered office and records address is listed as being with Sangra Moller. The sole director of 597 is Samuel Morrow. The shareholder listing for 597 is unavailable.
27. Based upon a historical corporate search conducted by the Receiver, the Receiver understands that Gerardo Cortina resigned as a director of 597 on February 13, 2017.

1059

28. 1059 is incorporated pursuant to the laws of British Columbia. Its registered office and records address is listed as being with Sangra Moller. The two directors of 1059 are Samuel Morrow and Ferdinand Steinbauer. The shareholder listing for 1059 is unavailable.
29. Based upon a historical corporate search conducted by the Receiver, the Receiver understands that as of November 15, 2016, Michael Smith resigned as a director of 1059.

Notine

30. Notine is incorporated pursuant to the laws of British Columbia and extra-provincially registered in Alberta. Both the registered and records office for Notine is Sangra Moller and as of March 29, 2017, Samuel Morrow was listed as one of three directors.
31. Based upon a historical corporate search conducted by the Receiver, at the time Notine was incorporated, Samuel Morrow was the sole director of Notine. Additionally, Gerardo Cortina was formerly a director of Notine between October 5, 2015 and February 13, 2017.

MFC Austria

32. MFC Austria is an Austrian corporation. All of Michael Smith, Samuel Morrow, Ferdinand Steinbauer and Gerardo Cortina are listed as managing directors of MFC Austria. The Austrian business register excerpt indicates that Bancorp has a share interest of "EUR 35.000" in MFC Austria.

Jixin

33. Jixin is extra-provincially registered in Alberta, with its home jurisdiction as the Republic of the Marshall Islands. The sole director of Jixin is listed as Jelena Djordjevic-Lausevic of Serbia. A historical search of Jixin indicates that its prior registered office was with Sangra Moller and that one of Jixin's prior officers was Liao Isui, an individual who has the same address listed by Michael Smith in Hong Kong.

Bancorp

34. Bancorp is a public company traded on the New York Stock Exchange and incorporated pursuant to the laws of British Columbia. Bancorp's filings with the United States Securities and Exchange Commission indicate that as of March 31, 2015, Lexin and 0989 were listed as wholly owned subsidiaries of Bancorp and that Finance is listed as a wholly owned subsidiary in Bancorp's 2016 20-F. Bancorp's registered office and records information is listed as being with Sangra Moller. Each of Michael Smith, Gerardo Cortina and Samuel Morrow are listed as directors and/or officers of Bancorp. Based upon historical corporate

searches conducted by the Receiver, the Receiver understands that Jelena Djordjevic-Lausevic of Serbia was previously a director of Bancorp. Additionally, the Receiver understands that Bancorp has been continued out of the jurisdiction of British Columbia to the Republic of the Marshall Islands on or about July 18, 2017.

M Financial

35. M Financial, a Barbados company, is listed as a material subsidiary in Bancorp's 20-F filings referenced earlier in this report and attached as Appendix 2. The two directors of M Financial as at September 27, 2017 were listed in a corporate search as Wong Sui King Kitty and Michael J. Smith.

ELP

36. ELP is a company incorporated under the Republic of the Marshall Islands. ELP was incorporated on November 11, 2015. The Receiver has been unable to determine who the directors and officers or shareholders of ELP are, and understands that under the laws of the Republic of the Marshall Islands, there is no requirement that the names of corporate officers, directors or shareholders be filed in any public registry.

Corporate Searches

37. The corporate searches and other applicable documents for the above entities are contained as follows within **Appendix 3**: 3a - Lexin, 3b - 0989, 3c - 105, 3d - 597, 3e - Finance, 3f - 1059, 3g - Notine, 3h - MFC Austria, 3i - Jixin, 3j - Bancorp, 3k - M Financial, 3l - ELP.

Organizational Summary

38. In summary,
- a) Michael Smith is a past or present director and/or officer of all of Lexin (former), 105 (former), Finance, 1059 (former), Bancorp, M Financial and MFC Austria;
 - b) Samuel Morrow is a past or present director and/or officer of all of 105 (former), Finance, 597, 1059, Notine, Bancorp and MFC Austria;

- c) Ferdinand Steinbauer is a past or present director and/or officer of all of Lexin (former), Finance, 1059 and MFC Austria;
- d) Gerardo Cortina is a past or present director and/or officer of all of 597 (former), Notine (former), MFC Austria and Bancorp; and
- e) All of 0989, 105, Finance, 597, 1059, Notine and Bancorp maintain registered and/or records offices with Sangra Moller. Additionally, each of Lexin's and Jixin's registered offices were formerly also maintained with Sangra Moller.

Secured Loan Claim by Finance

39. As outlined in previous Receiver's reports, Finance is claiming to be a secured creditor of 0989 and Lexin, with a registration in first position at the Alberta Personal Property Registry. Finance states that it advanced the Finance Loan to 0989 and as security for that loan, 0989 and Lexin pledged all of their present and after acquired personal property pursuant to a general security agreement. Through its counsel, Finance has advised the Receiver that the Finance Loan has an outstanding balance owing as at March 31, 2017, of approximately \$15 million.
40. In support of the Finance Loan, in early April 2017, through its counsel Lerner's LLP ("Lerner's"), Finance provided the Receiver with the following documents:
- a) A copy of the demand loan agreement entered into between 0989 and Finance on June 30, 2015;
 - b) A copy of the promissory note issued by 0989 to Finance on June 30, 2015;
 - c) A copy of the General Security Agreement executed by 0989 and Lexin, solely in its capacity as a partner of 0989, in favour of Finance on June 30, 2015; and
 - d) A copy of a German language bank wire transfer document containing a June 30, 2015 request to transfer \$37,570,500 from "*M Financial Corporation*" to "*0989 Resource*

Partnership former MFC Resource Partnership” with a notation in the document of “*Loan on Behalf of MFC Energy Finance Inc.*”.

Copies of each of the above referenced documents are attached as **Appendices 4 to 7** of this Report. In addition, included with Appendix 7 is a copy of the Receiver’s translation of the German wire document, translated by use of Google on-line translation.

41. Each of the demand loan agreement, promissory note and general security agreement pertaining to the Finance Loan appear to have been signed or co-signed by Michael Smith on behalf of Finance and 0989, where applicable.
42. Since the initial provision of information by Lerner, the Receiver has attempted to obtain information to support the validity of the Finance Loan both with Lerner, and subsequently with Sangra Moller whom the Receiver now understands to be representing Finance. The Receiver’s attempts have included:
 - a) Obtaining an independent security review from its counsel regarding Finance’s security. The Receiver’s legal counsel has confirmed that the general security agreement pledged by 0989 and Lexin creates a security interest in favour of Finance in all of their present and after acquired personal property to secure all of the outstanding obligations of 0989 and Lexin to Finance;
 - b) Requesting that Finance provide a full accounting of the Finance Loan from its initial principal amount of \$37,570,500 to the \$15,058,114 stated as being owing as at March 30, 2017. Despite numerous and repeated requests for this information, the Receiver has not received a full accounting of this loan to date;
 - c) Obtaining from Sangra Moller a copy of the same wire transfer document as provided by Lerner’s above, but in “Confirmation of Execution” form, “subject to cancellation of remitter”, and on Raiffeisen Bank International (“**RBI**”) masthead, a copy of which is attached as **Appendix 8** to this report;

d) Following the partial waiver by Lexin's counsel of the Document Protocol Order on July 20, 2017, which waiver allowed the Receiver immediate access to electronic records (excepting those records located on its e-mail server), and after the re-establishment of the electronic environment by the Receiver's IT contractor, the Receiver:

- i. Attempted to locate RBI bank statements, both within the hard copy records located at Calgary Archives and on the electronic file server. The Receiver was unable to locate any RBI bank statements amongst Lexin's and 0989's records;
- ii. Investigated the 0989 accounting records for June 2015 with respect to the recording of the Finance Loan. The accounting records did not record a cash receipt of \$37,570,500 in June 2015; instead the records referenced an account payable of \$37,570,500 to M Financial and a corresponding reduction in the share capital account of 0989. The Receiver then reviewed the remaining 2015 accounting records for 0989 and found that none of the 2015 accounting records recorded a cash receipt of \$37,570,500 (or any similar amount) by 0989; and
- iii. Investigated the Lexin accounting records to determine if the Finance Loan was recorded by Lexin. No entries for 2015 are recorded in Lexin's accounting records, as it appears to the Receiver that all accounting activity was recorded through 0989.

e) Following the above steps, the Receiver contacted two of Lexin's former senior accounting personnel about the Finance Loan and asked for any information they had regarding the loan, including any knowledge about how or where the loan proceeds of \$37,570,500 were received by 0989 or Lexin. One former employee advised they had no knowledge of any receipt of the loan proceeds and further advised that the accounting personnel in Calgary did not handle any of the Austrian banking transactions at RBI for the Lexin Group; that this was done by personnel in Austria. The other employee indicated that the electronic file server should contain

the RBI bank statements (it does not) and that, due to the passage of time since the recording of the June 30, 2015 accounting transaction, they did not remember the details of this transaction;

- f) Through its counsel, the Receiver made inquiries to the auditors of Bancorp, the previous parent company of 0989 via Lexin, to determine if they had information supporting the receipt of \$37,570,500 by 0989. The Receiver's counsel was advised that the auditor did not maintain any source documents of the entities they audit;
- g) In April 2017, the Receiver's counsel wrote to RBI in Austria requesting Lexin's account information. RBI requested that the Receiver provide it with an original notarized copy of the Receivership Order, duly authenticated by an apostille, as well as a power of attorney by which the Receiver's counsel was empowered to act on the Receiver's behalf. Through its counsel, in June 2017 the Receiver provided the requested documentation as well as similar documentation regarding the Expanded Receivership Order, which had since been granted. At that time, the Receiver reiterated its request for Lexin's account information and also requested the account information for all of the Lexin Group. By September 2017, the Receiver had not yet received a reply from RBI. As a result, the Receiver's counsel contacted legal counsel in Austria who assisted in reiterating the requests for information from RBI.
- h) On September 21, 2017 the Receiver received the RBI bank statement for the 0989 account and month in question. This statement showed the following:
 - i. On June 30, 2015, 0989 received \$37,570,500 representing the aforementioned wire transfer but indicating that the funds were wired from M Financial, not Finance;
 - ii. On June 30, 2015, 0989 made two outgoing wire transfers in the amounts of \$24,916,755.60 and \$12,653,744.40 respectively (totaling \$37,570,500), resulting in no net change to the account.

- i) The Receiver requested beneficiary details regarding the two withdrawals from the 0989 account and on October 3, 2017, was advised by RBI that the amount of \$24,916,755.60 was transferred to Lexin and \$12,653,644.40 was transferred to Bancorp on June 30, 2015.
- j) On October 5, 2017, the Receiver received the RBI bank statement for the Lexin account and month in question. This statement showed a receipt of \$24,916,755.60 via wire transfer on June 30, 2015, which as referenced above represents the receipt from 0989's RBI account, along with a corresponding withdrawal in the amount of \$24,916,755.60 on the same day, resulting in no net change to the account. On October 10, 2017, the Receiver was advised by RBI that the amount of \$24,916,755.60 was transferred to MFC Austria on June 30, 2015.

The RBI bank statement excerpts and information received from RBI in response to further information requests are appended as **Appendix 9** to this report. To aid in the reader's understanding of these German language documents, included at the end of this appendix is a schedule containing the translation of certain words into English using Google translation.

43. The results of the above June 30, 2015 wire transfers on the two bank accounts, excepting minor wire charges, are summarized on the following tables:

Account:	0989 (RBI Account #0071 5429 7734)	
Inflows:	From: M Financial (account unknown)	\$37,570,500.00
Outflows:	To: Lexin (RBI Account #0071 5427 2331)	(\$24,916,755.60)
	To: Bancorp	(\$12,653,744.40)
Net change in bank account on June 30, 2015		\$0.00

Account:	Lexin (RBI Account #0071 5427 2331)	
Inflows:	From: 0989 (RBI Account #0071 5429 7734)	\$24,916,755.60
Outflows:	To: MFC Austria	(\$24,916,755.60)
Net change in bank account on June 30, 2015		\$0.00

39. Based on the information above, it is unclear what benefit either 0989 or Lexin received from receipt of the wire transfers into their accounts, which receipts were immediately removed on June 30, 2015 from these entities, in part, to Bancorp, a company that is the parent company of M Financial, the wirer of the \$37,570,500 to 0989 and, in part, to MFC Austria, a company listed as a wholly owned material subsidiary of Bancorp in Bancorp's 2014 20-F filings. All of the companies involved, being Lexin, M Financial, Bancorp and MFC Austria currently or at the relevant time, list Michael Smith as a director.

Accounting for Finance Loan

40. Due to the failure by Finance to provide a complete accounting of the loan balance stated to be outstanding under the Finance Loan, the Receiver has attempted on its own to reconcile the loan balance through the use of 0989's accounting records, supplemented with information provided by counsel for Finance or other related parties. This reconciliation is provided on the following table, which, where applicable, provides the journal entry ("JE") batch number from 0989's accounting records used as the source document for this process and salient details from the accounting system records:

	JE Description	Acct #	Account Name	Date	JE #	Amount
1	1506-1041-1067 Banking	6320	AP to M Fin.	Jun-15	731541	\$ 37,570,500
2	Loan reclass	6321	AP to 1041189	Dec-15	733110	
3	Landco share sale entry	6321	AP to 1041189	Dec-15	733160	\$ (4,768,374)
4	Equipco share sale entry	6321	AP to 1041189	Dec-15	733383	\$ (14,093,000)
5	Energy Finance Reclass	6611	Long Term Debt	Dec-15	733890	
	Balance at June 30, 2016 cessation of 0989 accounting					\$ 18,709,126
	<u>Unrecorded transaction identified by Receiver</u>					
6	Seismic sale per bill of sale provided by Finance counsel			Feb-17		\$ (890,000)
						\$ 17,819,126
7	Unreconciled amount					\$ (2,761,012)
	Balance owing at March 31, 2017 per Finance counsel					\$ 15,058,114
	<u>Offsetting account information from accounting records</u>					
		Acct #	Account Name			
1		6815	Share Capital			
2		6320	AP to M Fin.			
3		1115	Invest. in Mark. Sec.			
4		1115	Invest. in Mark. Sec.			
5		6321	AP to 1041189			

41. Below is the Receiver's information regarding the specific transactions outlined above which transactions were stated to have been made in partial settlement of the Finance Loan.

1059 Landco Share Sale Entry

42. This transaction represents the partial settlement of the Finance Loan following the transfer of shares of 1059 to Finance in December 2015.

43. As outlined in the Fourth Report, the Receiver understands 1059 was incorporated in December 2015 in order to hold various undeveloped fee simple, freehold lands that were transferred to 1059 from 0989 immediately following 1059's incorporation.

44. The Receiver has located in the Records, the purchase and sale agreement between the parties outlining the \$4,768,374 consideration involved with this transfer by 0989, which was paid for by 1059 by way of 4,768,374 of its shares. Finance has advised the Receiver, through its legal counsel at Lerner's, that \$4,768,374 of the Finance Loan was repaid on December 29, 2015, by way of a transfer of 0989's 4,768,374 shares in 1059 to Finance at an ascribed value of \$1.00 per share. Attached as **Appendix 10** is a copy of the purchase and sale agreement.
45. The Receiver has also located the underlying list of lands that were the subject of this transfer in the form of a partially executed Notice of Assignment ("NOA"). The Receiver is unaware of whether this NOA was ever executed by 1059, but has been informed by Caledonian Resources Ltd., the gross-overriding royalty holder registered against these lands, that they have not been provided with a copy of the NOA. Attached as **Appendix 11** is a copy of the partially executed NOA.
46. The Receiver has been unable to perform any work on the fairness of the \$4,768,374 consideration due to the fact that it has only recently located the list of lands involved, none of which, it notes, have been included in the Sales Process. However, in the event the Finance Loan is invalid, the transfer of these assets would appear to have been made with no valid consideration.

597 Equipco Share Sale Entry

47. This transaction represents a further partial settlement of the Finance Loan following the transfer of shares in 597 to Finance in December 2015.
48. As outlined in previous reports, 597 was incorporated in December 2015 in order to hold various surface equipment owned by 0989 that was transferred to 597 immediately following 597's incorporation.
49. Through its counsel at Lerner's, 597 has informed the Receiver that 597 purchased various oil and gas equipment owned by 0989 for \$14,093,000 on December 29, 2015. The consideration for the sale was paid through the issuance of 14,093,000 Class A voting shares

in 597 to 0989. Attached as **Appendix 12** is a copy of the Bill of Sale provided to the Receiver by Lerner's respecting this transaction.

50. The Receiver requested access to 597's share register and financial statements; however, in an April 19, 2017 letter, Lerner's advised the Receiver that the 597 shares were sold by 0989 to Finance on December 29, 2015, being the same day as the asset transaction, and as such the Receiver was not entitled to this information. The documentation obtained by the Receiver from Lerner's regarding the 597 share sale by 0989 to Finance states as follows:
- a) The consideration payable by Finance for the 597 shares was to have been made by way of set-off of a \$24,520,781 debt owing by Finance to 0989 (the "**Finance Share Debt**");
 - b) As a result of the set-off noted above, the Finance Loan was to be reduced by \$24,520,781, leaving a balance owing on the Finance Loan of \$13,049,719; and
 - c) The Finance Share Debt arose as a result of Finance's purchase from 0989 of the 597 shares and 1059 shares pursuant to the Share Purchase Agreement between 0989 and Finance, dated December 29, 2015 (the "**Finance SPA**"). The Finance SPA provided that the consideration paid in respect of the 597 shares was \$14,093,001 (and as noted above \$4,768,374 was paid in respect of the 1059 shares).
51. Attached as **Appendices 13 to 16** are copies of the following documents which have been provided to the Receiver by Lerner's as evidence of consideration of this transaction: Set-off Agreement between Finance and 0989, Share Purchase Agreement between 0989 and Finance, Promissory Note from 0989 in the principal amount of \$13,049,719, and Share Cross Receipt among Finance and 0989, all dated December 29, 2015.
52. The Receiver has been unable to perform any work on the fairness of the \$14,093,000 value stated in the Bill of Sale, given the voluminous nature of the equipment listings involved. Further, the values contained in the set-off agreement (indicating a set-off of \$24,520,781) are inconsistent with those set out in the purchase and sale agreements (which the Receiver calculates as totaling \$18,861,375 based on the stated values of each of the 1059

land sale and the 597 equipment sale). No explanation has been provided for this discrepancy. Lastly, the Receiver notes that the validity of the 597 sale hinges in part on the validity of the Finance Loan. If the Finance Loan is not valid, then the transfer of the 597 equipment appears to have been made for no consideration.

53. The schedule to the Bill of Sale for the equipment transferred to 597, but remaining on Lexin licensed Sites, included numerous Sites in which 0989 had a working interest partner (“WIP”) or partners. In the ordinary course, the consent of a WIP would have been sought and obtained in accordance with standard oilfield practices. The Receiver has been informed by some of these WIPs that this consent was not sought, nor obtained.
54. Further, one of the WIPs has advised the Receiver that some of the equipment purportedly sold to 597 and located on the Sites has since been sold by 597 and removed from the Sites, without any notice or accounting provided to WIPs as is required pursuant to the joint venture accounting procedures. The WIP has obtained and provided the Receiver with documentation in respect of the sale by 597, which the Receiver has confirmed matches certain of the equipment on the 0989 Bill of Sale to 597. The WIP has requested the Receiver’s assistance in further investigating this matter.
55. The Receiver has been provided with the following three agreements which 597 appears to have entered into immediately following the transfer of 0989’s equipment:
 - a) Lease Agreement – dated December 29, 2015, in which 597 agreed to lease certain oil and gas equipment to 0989 for approximately \$129,000 per month for a 36 month period, with an option to purchase for \$1.15 million at the end of the term. The 0989 lease agreement contains no breakdown of the monthly lease payments by unit. The Receiver notes that this equipment appears to have been located largely on Lexin’s producing Sites.
 - b) Lease Agreement – dated December 29, 2015, in which 597 agreed to lease certain oil and gas equipment to LR Processing for \$22,522 per month for a 36 month period, with an option to purchase this equipment for \$200,000 at the end of the term. The

LR Processing lease agreement is for one Propak refrigeration unit located at the Mazeppa plant with a stated value of \$850,000.

- c) Storage Agreement – dated June 30, 2016, in which Lexin and 0989 agreed to store certain oil and gas equipment on behalf of 597 for \$10,000 per month, subject to adjustments at various points in time based on the volume of equipment being stored. Based on the schedule 597 provided to the Receiver, all of the storage locations appear to be Lexin-licensed Sites.

56. The Receiver has found no evidence in either 0989's or LR Processing's accounting records that the monthly lease payments were ever made by 0989 or LR Processing to 597. Further, the Receiver has found no evidence in 0989's or Lexin's accounting records that the monthly storage payments were made by 597 to either 0989 or Lexin pursuant to the storage agreements. The Receiver notes that the Lexin Group's accounting ceased in June 2016.

57. Each of the 0989 and LR Processing lease agreements with 597 contain a provision for property insurance to be obtained by the lessees with 597 being named as an "additional named insured" on the policy. Lexin's insurance documents listed 597 as an additional named insured.

58. In April, 2017, 597 notified the Receiver and the AER that it wished to remove the equipment purportedly leased to 0989 and stored at Lexin-licensed Sites. As this equipment is located at Lexin-licensed Sites, it is subject to the terms of the Equipment Order, which requires that the AER approve the removal of any equipment from the Sites.

59. The AER advised the Receiver that any attempt to remove the equipment from the various Sites would represent an attempt to abandon the Sites by Lexin and as such would be a violation of provisions of the Alberta *Oil and Gas Conservation Act* ("OGCA"). In addition, the AER has advised 597 that it asserts a priority lien over the equipment pursuant to the OGCA. Additionally, the Receiver is aware that certain municipalities maintain that, pursuant to the *Municipal Governments Act*, they have a priority over the disputed equipment, which is located on Lexin licensed Sites.

Seismic Sale

60. Through its counsel at Lerner's, Finance has also advised the Receiver that \$890,000 of the Finance Loan was further reduced on February 7, 2017, through the sale of seismic data owned by 0989, to Finance. Attached as **Appendices 17** and **18** are copies of the Bill of Sale and Set-off Agreement provided to the Receiver respecting this transaction.
61. Schedule A to the Bill of Sale contains a list of the seismic that is the subject of the sale; however, the preamble to this agreement states that aside from this Schedule A, the sale includes "*all such Seismic Data acquired by the Vendor pursuant to the contribution agreement dated August 16, 2013 among the Vendor, Lexin Resources Ltd. and MFC Bancorp Ltd.*". The Receiver has been unable to locate the aforementioned contribution agreement.
62. The seismic data is located in over 700 boxes located at Calgary Archives under the Receiver's account, as well as at various third party locations maintained by companies specialized in storing seismic data.
63. Further to the Affidavit of Laura Chant sworn in these proceedings on March 11, 2017, the Receiver understands that this seismic sale occurred one day following the issuance of a letter from the AER to Lexin, demanding that Lexin address its outstanding non-compliances and ensure that its Sites were maintained in a manner to protect the public and the environment. Only seven days later, on February 14, 2017, the AER issued its order suspending all of Lexin's operations and licenses.
64. The Receiver has been contacted by various seismic companies that were speaking to 0989 in late 2016/early 2017 about purchasing its seismic data. These seismic companies have expressed an interest in purchasing seismic data from the Receiver if 0989 is determined to be the rightful owner of this seismic. One of the seismic companies has indicated they had made an offer to purchase seismic data from 0989 in excess of the \$890,000 sale price to Finance.

65. Given the specialized nature of seismic data, the Receiver has been unable to perform any work on the fairness of the \$890,000 value stated in the bill of sale, beyond the above-noted observation made by one of the prospective purchasers of this seismic data prior to 0989's sale to Finance. However, given that the consideration paid for the seismic was by way of a reduction to the Finance Loan, it is the Receiver's view that the validity of the seismic sale hinges on the validity of the Finance Loan.
66. As a result of these issues, none of this seismic data has been included in the Receiver's Sales Process.

Unreconciled Balance

67. In the context of its investigations, the Receiver noted an unreconciled balance in respect of the Finance Loan of approximately \$2.8 million. The \$2.8 million was calculated based on the difference between the balance stated by Finance to be owing as at March 31, 2017 (being \$15,058,114) and the amount of \$17,819,126 (representing the original amount of the Finance Loan, \$37,570,500, less the three above-noted transactions aggregating \$19,751,374 - \$4,768,374 Landco, plus \$14,093,000 Equipco, plus \$890,000 Seismic).
68. On September 14, 2017, the Receiver provided an accounting to Sangra Moller, as counsel for Finance, and requested an explanation for the transactions that would comprise the unreconciled balance of \$2.8 million. A copy of this letter is discussed in more detail below and attached as **Appendix 19**.
69. Sangra Moller advised the Receiver on September 21, 2017 of a number of additional transactions that partially reconciled the unreconciled balance from \$2,761,012 to \$400,012 (again, not factoring in the set off agreement) as outlined on the following table prepared by the Receiver using the items contained in this September 21, 2017 letter:

7	Amount to be reconciled per previous table					\$ 2,761,012
	<u>Items contained in September 21, 2017 letter from Sangra Moller</u>					
a	Amend price in #4 in prior table (Equipco) for overvalued items as per Schedule A of a September 30, 2016 letter agreement					
	<u>Equipment description</u>	<u>BOS value</u>	<u>Adj. value</u>	<u>Difference</u>		
	Cummins GTA 5.9	\$ 300,000	\$ 29,000	\$ 271,000		
	Caterpillar 3304	\$ 578,000	\$ 35,000	\$ 543,000		
		\$ 878,000	\$ 64,000	\$ 814,000	> \$	814,000
b	Cash payments to Finance acknowledged within same September 30, 2016 letter agreement					
		Feb-16	\$1,795,000			
		May-16	\$ 590,000	\$ (2,385,000)		
c	Sale of shares of MFC Energy (Montana) Inc. by 0989 to Finance per January 5, 2016 letter agreement					\$ (790,000)
	Remaining unreconciled difference.					\$ 400,012

70. The explanation for the three reconciling items based on the materials provided by Sangra Moller in their September 21, 2017 letter, are as follows:

- a) Price revisions in 0989 equipment sale to 597 – a September 30, 2016 letter agreement contained a revision of the prices that were purportedly incorporated in the December 31, 2015 bill of sale. Pursuant to the letter agreement, the purchase price was reduced from \$14,093,000 to \$13,279,000. The initial bill of sale did not contain a detailed list of equipment with prices that aggregated to the \$14,093,000 total, so the Receiver has no way of verifying the value of individual pieces of equipment contained in this letter agreement.
- b) Cash payments made to Finance by 0989 – the same September 30, 2016 letter agreement contained an acknowledgement by Finance of the receipt of \$2,385,000 from 0989 in February, 2016 and May, 2016. The Receiver has verified that the \$1,795,000 amount in February 2016 is recorded in the RBI bank statement, but cannot verify the \$590,000 amount in May 2016 to the RBI bank statement. The Receiver has asked Sangra Moller about this alleged payment.

- c) MFC Energy (Montana) Inc. shares – a January 5, 2016 letter agreement contained an agreement to sell all of 0989's shares in MFC Energy (Montana) Inc. to Finance for \$790,000. The 0989 financial statements at December 31, 2015 contained a net book value of \$1,664,396 for an Investment in Win Energy (Montana) Inc. (the predecessor company name to MFC Energy (Montana) Inc.) and \$1,037,556 as an intercompany receivable from MFC Energy (Montana). Given the fact that the Receiver has no knowledge of MFC Energy (Montana) Inc.'s holdings, the Receiver has been unable to perform any work on the fairness of the \$790,000 sale price or transaction as a whole. However, given that the consideration paid for the shares was by way of a reduction to the Finance Loan, it is the Receiver's view that the validity of the sale hinges on the validity of the Finance Loan.

Attached as **Appendix 20** is a copy of this September 21, 2017 correspondence, along with the letter agreements which were enclosed.

71. To aid in the reader's understanding of all of the above sets of transactions and subsequent price adjustment made, the Receiver has summarized the transactions on the following tables, the first table being calculated from the various set-off and related agreements provided to the Receiver by counsel for Finance and the second table being calculated from bill of sale and other applicable documents provided to the Receiver by Finance counsel. As noted on these tables there is an unexplained increase in the promissory note balance owing of over \$5.2 million when using the set-off and related agreements and an unreconciled difference of just over \$400,000 using the bill of sale and related documents.

Based on Set-off and Related Agreements

		Agmt.		
	Appendix	Clause	Date	Amount
1 Initial purported loan advance			Jun-15	\$ 37,570,500
2 Landco and Equipco share sales	13	A	Dec-15	(24,520,781)
Promissory Note ("PN") balance remaining	13	2.1	Dec-15	13,049,719
3 MFC Energy (Montana) Inc. share sale	20	4	Jan-16	(790,000)
PN balance remaining	20	4	Jan-16	12,259,719
4 Equipment purchase price revision	20	3/4	Sep-16	814,000
5 Cash payments made to Finance in 2016	20	5	Sep-16	(2,385,000)
PN balance calculated based on above			Sep-16	10,688,719
6 Seismic sale	18		Feb-17	(890,000)
PN balance calculated based on above			Feb-17	9,798,719
7 Balance owing at March 31, 2017 per Finance counsel				15,058,114
Unexplained increase in PN balance				\$ 5,259,395

Based on Bill of Sale and Related Agreements

	Appendix	Date		Amount
1 Initial purported loan advance	4	Jun-15		\$ 37,570,500
2 Landco share sale	10	Dec-15		(4,768,374)
3 Equipco share sale	12	Dec-15	14,093,000	
> Subsequent price adjustment	20	Sep-16	(814,000)	(13,279,000)
4 MFC Energy (Montana) Inc. share sale	20	Jan-16		(790,000)
5 Cash payments made to Finance	20	Feb-16	1,795,000	
	20	May-16	590,000	(2,385,000)
6 Seismic sale	18	Feb-17		(890,000)
Sub-total				15,458,126
7 Unreconciled amount				(400,012)
Balance owing at March 31, 2017 per Finance counsel				\$ 15,058,114

72. The Receiver has asked Finance for an accounting of the Finance Loan on several occasions as it has been unable to reconcile the balance stated to be owing under the Finance Loan as against the numerous transactions that were set off against that loan. The Receiver has not been provided with this accounting.

Advice and Direction Request: Sales Process Issues

73. The state of affairs above has complicated the Receiver's ability to determine the ownership claims being asserted by all of 1059, 597 and Finance regarding the Lexin Group's land and mineral interests, equipment, seismic data and subsidiary shareholdings, as each of these transactions purportedly involved consideration through a reduction to the balance on the Finance Loan.
74. While the Sales Process was approved by the Court on July 14, 2017, and discussions ensued in which the Receiver had understood all equipment would be included in the Sales Process, on September 7, 2017 the Receiver was advised, through correspondence from Sangra Moller, that each of Finance, 597 and 1059 believed the Receiver to be conducting a false and materially misleading Sales Process by virtue of including assets owned by 597 and 1059 in that process. Attached as **Appendix 21** is a copy of the September 7, 2017 letter received from Sangra Moller.
75. The Receiver replied, advising that it had understood, based on prior discussions between the parties, that 597 consented to the inclusion of the 597 equipment in the process on the basis that purchasers would allocate values to the assets in the purchase and sale agreements and entitlement to the sale proceeds would be determined at a later date. The Receiver also advised at this time that it had concerns about the validity of the Finance Loan, and that these concerns affected the ownership claim of 597, given the nature of the stated consideration, being a set off against the Finance Loan. As referenced earlier in this report, attached as Appendix 19 is a copy of the Receiver's September 14, 2017 reply to Sangra Moller, which letter addressed a number of issues aside from equipment ownership.
76. On September 15, 2017, Sangra Moller replied to the Receiver, advising that its clients would consent to the inclusion of the disputed property in the Receiver's Sales Process, subject to the parties reaching a satisfactory agreement which at a minimum allowed their clients a right to receive and review bids, require their prior consent for the sale of any of the disputed assets and to otherwise be properly informed of the process. Attached as **Appendix 22** is a copy of Sangra Moller's September 15, 2017 correspondence.

77. The Receiver met with Sangra Moller, legal counsel to Finance, 597 and 1059 on September 28, 2017, to discuss these issues. At that meeting, the Receiver had understood that the parties had reached an agreement regarding the Receiver's continuation of the Sales Process and Sangra Moller's participation in the upcoming bid review meeting. The Receiver understood the agreement to be that, subject to executing a confidentiality agreement, Sangra Moller and a representative of Finance would be allowed to sit in on the bid review meeting. The Receiver had been advised that Finance had no intention of submitting a bid in the Sales Process and for that reason, the Receiver was prepared to allow its representative at the bid review meeting despite its concerns about the Finance Loan. The Receiver believed that the offer to attend the bid review meeting would minimize any disruption or uncertainty to the Sales Process caused by allegations that the process was flawed.
78. In the correspondence that was subsequently exchanged between the parties, it is apparent that the parties had a different understanding of the agreement that was reached, as Sangra Moller indicated it would not execute a confidentiality agreement and still required input into the Receiver's selection of bids on offers involving assets over which their clients claim an ownership interest. The correspondence between the Receiver's counsel and Sangra Moller between October 2 and October 5, 2017 is attached as **Appendices 23 to 26**.
79. While the land assets claimed to be owned by 1059 are not included in the Sales Process, if the ownership claim is invalid and the transfer is void, the Receiver could market these assets for the benefit of the Lexin Group's stakeholders. However, the equipment subject to 597's ownership claim is subject to the ongoing Sales Process. Thus it is clear that 597's ownership claim respecting the equipment on Lexin-licensed Sites needs to be resolved in order for the Receiver to be able to conclude its Sales Process with respect to any offers made regarding those Lexin-licensed Sites.
80. Based upon its discussions with the AER, the Receiver understands the AER has concerns with delays in the Sales Process due to the fact that many of the assets require winterization.
81. The Receiver also understands that both the AER and certain municipalities maintain the position that their liens pursuant to the OGCA and *Municipal Governments Act*, respectively,

give them priority over the disputed equipment, which is located on Lexin licensed Sites.

The Receiver is considering these claims.

Advice and Direction Request: Implications of Finance Loan

82. Although the Receiver has determined that 0989 received an advance of funds in the amount of \$37,570,500 from M Financial, apparently on behalf of Finance pursuant to the Finance Loan, it has also determined that none of these funds remained in either 0989 or Lexin and on the same day, were wired either directly to Bancorp or indirectly to MFC Austria via Lexin. The Receiver also notes that the Finance Loan was accounted for by 0989/Lexin within its financial records as a share capital reduction.
83. The Receiver requires the Court's advice and directions with respect to the validity of the Finance Loan in order to determine the ownership claims being asserted by all of 1059, 597 and Finance, as each of these transactions purportedly involved consideration through a reduction to the balance on the Finance Loan.
84. During the period between the June 30, 2015 date of the Finance Loan and the March 20, 2017 date of receivership, wherein over \$22.5 million of the Lexin Group's assets were used to partially settle the Finance Loan, the Receiver understands that the Lexin Group ceased paying the majority of its obligations when due. In particular:
- a) Numerous mineral lessors were not paid when due with the result that the underlying mineral leases went into default and were cancelled and/or had large arrears owing;
 - b) Surface lessors, numbering well into the hundreds as per the Surface Rights Board, were not paid when rentals were due (or at all) with the result that the Lexin Group no longer has valid access to the applicable Sites and has an unknown, but material, deficiency owing to these surface lessors;
 - c) Crown, freehold and gross overriding royalties were not paid when due, the former in the quantum of at least \$3.4 million based on information provided by the Alberta government, who have noted that the Lexin Group's required Petrinex reporting to

them ceased in or around April 2016 and as a result this Crown royalty liability may be materially understated;

- d) Security deposits owing of over \$70 million to the AER were not paid when due;
- e) Joint venture accounting to the Lexin Group's over 50 joint venture partners on EnergyLink was not kept current past June 2016, when virtually all of Lexin Group's accounting staff were terminated;
- f) Municipal property taxes were not paid when due commencing, for some of the municipalities, as early as 2015;
- g) All of the Lexin Group's employees were terminated leaving as yet unquantified obligations owing to former employees;
- h) Payments for natural gas production from wells the Lexin Group operated both for its own account and for joint venture partners was directed to MFC Austria without any trust considerations for royalties or joint venture ownership of this production, with payments being made to MFC Austria even after the date of the Receivership Order; and
- i) Invoices and amounts due to trade creditors of the Lexin Group were not paid when due in an unknown amount.

85. The Receiver has been unable to definitively quantify many of the above items as a result of the following factors:

- a) Lack of access to records, both hard copy and electronic, which access was complicated by Lexin's assertions of privilege and which resulted in the creation and implementation of the Document Protocol Order ("DPO"). The Receiver has previously reported at length regarding the history of the difficulties and expense occasioned by the DPO;
- b) Delayed access to the Lexin Group's banking records in Austria;

- c) Lack of access to or information from former Lexin Group staff; and
 - d) Until just recently, an inability to utilize the section 163 examination powers which were granted to the Receiver pursuant to the Order of this Honourable Court dated May 8, 2017, due to the appeal of such Order filed by Lexin. The Alberta Court of Appeal has recently advised the parties that such appeal has been deemed abandoned by the Court of Appeal.
86. Those factors notwithstanding, based on the June 30, 2016 balance sheet of 0989/Lexin, which is attached to this report as **Appendix 27** (which is a combined balance sheet based on the Lexin Group's accounting), there are over \$140 million of liabilities listed. Further, the Receiver can advise that the results of its review of the conditional bids submitted at the October 5 bid deadline in the Court-approved Sales Process, are such that significant liabilities will remain, even if all of the highest conditional bids are ultimately transacted.
87. In the Receiver's view, and subject to the advice and direction of this Court, if the Finance Loan is invalid the implications are as follows:
- a) Finance will not be a creditor, let alone a secured creditor, of 0989 and will instead become a debtor for the quantum of the property and cash that it received in partial settlement of the initial loan balance, as outlined above.
 - b) The ownership of the equipment that is still held by 597 (i.e. that was not sold to third parties prior to the receivership), all of which, to the best of the Receiver's knowledge, is located on Sites included in the Sales Process presently underway, will need to be returned to 0989 within the terms of a Court Order so that this equipment can be sold by the Receiver.
 - c) The ownership of the land assets purportedly owned by 1059, which assets were not included in the Sales Process, will need to be returned to 0989 within the terms of a Court Order and realized upon by the Receiver.

- d) The ownership of the seismic assets that are largely located at Calgary Archives under the Receiver's account, or at third party storage locations specializing in seismic storage, and which assets were not included in the Sales Process, will need to be returned to 0989 within the terms of a Court Order in order that these assets can be realized upon by the Receiver.
- e) The ownership of the shares in MFC Energy Montana (Inc.) will need to be returned to 0989 within the terms of a Court Order and realized upon by the Receiver.
- f) The Receiver's investigations into the unreconciled balance of the Finance Loan, along with efforts to identify any of the above assets that were sold by these entities above prior to the receivership, will need to continue in order to identify what additional 0989 assets, if any, were used to settle the Finance Loan balance.

Notine Transaction

- 88. As outlined in the Receiver's Prior Reports, Notine received a number of producing oil and gas assets in the Niton area of west central Alberta (the "**Niton Assets**") from Lexin in or around the year preceding the Receivership.
- 89. The AER advised the Receiver that several days after the Receivership Order, Notine contacted the AER requesting a transfer of license interests presently listed under Lexin's ownership to Notine, which Notine asserts were omitted from earlier transfers from Lexin to Notine due to possible clerical errors.
- 90. The Receiver's subsequent investigations into this matter revealed that:
 - a) Lexin transferred 171 well and facility licenses located in the Niton area to Notine between November 2015 and April 2016, which transfers contributed to a decrease in Lexin's licensee liability rating from 1.13 to 1.00 during this time frame; and
 - b) 81 Crown mineral leases were transferred from Lexin to Notine in November 2015.

91. Based on a PPR search, Finance registered an ALLPAAP against Notine on February 19, 2016.
92. Through its counsel at the time, Blake Cassels & Graydon LLP, Notine informed the Receiver that:
- a) Notine entered into a Purchase and Sale Agreement (“**Notine PSA**”) with Lexin on November 6, 2015, for the purchase of the Niton Assets;
 - b) The vending of one well and one facility referred to by Notine as the “16-09 Assets” included in the Notine PSA, were not completed due to various complications arising from the conveyance process; and
 - c) The Receiver should not take any action to market, sell, convey, transfer, lease, or assign the 16-09 Assets to any person other than Notine.
93. Through Notine’s new counsel, Lerner, the Receiver obtained:
- a) A copy of the Notine PSA pursuant to which Notine purchased the Niton Assets from 0989 for a purchase price of \$50,000,000; and
 - b) A copy of receipt for the issuance of 50 million Class A shares in Notine to 0989, purportedly representing the consideration payable under the Notine PSA of \$50,000,000.
- A copy of each of the Notine PSA and the Share Receipt are attached as **Appendices 28** and **29** respectively.
94. After requesting information regarding the Notine share register, the Receiver was advised by Lerner that 0989 sold its shares in Notine to MFC Austria on December 18, 2015.
95. The Receiver was further advised that consideration from MFC Austria for the share sale was a \$50 million non-interest bearing (until demand issued) and non-assignable promissory note payable from MFC Austria to 0989.

96. Since the Fourth Report, the Receiver has been informed by Sangra Moller (as counsel to Notine) that this \$50 million promissory note has been either cancelled or satisfied. The Receiver has requested further information from Sangra Moller regarding the promissory note and the alleged consideration paid for the Notine transfer. The Receiver continues to await this information.

Energy Leasing Partners Ltd. Claims

97. In the process of reviewing certain land titles documents pertaining to the Lexin Group, the Receiver became aware of various caveat registrations made by ELP against leased locations in which Lexin held licensed oil and gas facilities. The caveat registrations made on behalf of ELP give notice that a security interest is asserted by ELP as against Jixin.
98. On June 26, 2017 and again on August 16, 2017, the Receiver wrote to ELP requesting copies of any documentation supporting such registrations. A copy of the correspondence is appended as **Appendix 30**.
99. On September 12, 2017, Cassels Brock as counsel to ELP, replied to the Receiver indicating that in March, 2015, Jixin purchased certain equipment from Lexin and that in November, 2015, ELP entered into a transaction with Jixin involving a sale and lease back of certain of that equipment. Cassels Brock advised that given this fact, the Receiver should not be permitted to include the ELP equipment in its Sales Process. It further advised that it expected to be in a position to respond shortly with the information requested in the August 16 correspondence. A copy of the correspondence is attached as **Appendix 31**.
100. On September 18, 2017, the Receiver replied to Cassels Brock requesting additional information. A copy of that correspondence is appended as **Appendix 32**.
101. On October 3, 2017, Cassels Brock provided the Receiver with the following:
- a) The body of an Agreement of Purchase and Sale dated March 30, 2015 among Lexin (the "**Jixin PSA**"), 0989 and Jixin pursuant to which Jixin purchases certain assets

from Lexin and 0989 for \$1.00 consideration. No schedules to the agreement were provided at the time;

- b) An unsigned Bill of Sale dated November 12, 2015 between Jixin as Vendor and ELP as Purchaser pursuant to which ELP purchases certain of the equipment sold by 0989 to Jixin for \$2,165,000; and
- c) A list of equipment owned by ELP that was the subject of a referenced Master Lease Agreement between ELP and Jixin (which agreement was not provided).

A copy of the correspondence, together with the above referenced Purchase and Sale Agreement, Bill of Sale and equipment listing are appended hereto as **Appendix 33**.

102. The Receiver wrote Cassels Brock on October 4, 2017 requesting the following:

- a) Schedules referenced in the Agreement for Purchase and Sale dated March 30, 2015;
- b) An executed Bill of Sale as between ELP and Jixin;
- c) Proof of consideration paid from ELP to Jixin and payment date given that pursuant to the bill of sale, title to the purchased equipment was to pass from Jixin to ELP upon payment of the purchase price; and
- d) Date and jurisdiction of incorporation for ELP given that the Receiver was unable to locate any registration for ELP in either Alberta or Hong Kong for such entity (The Receiver has since learned that ELP was incorporated in the Republic of the Marshall Islands, the same jurisdiction in which Jixin is registered and Bancorp has recently been continued into).

103. On October 11, 2017, the Receiver received correspondence from Cassels Brock, containing much of the information requested in the Receiver's October 4, 2017 letter, but given the timing of this report, the Receiver has not had an opportunity to review this information.

104. In addition to the above, the Receiver notes the following:

- a) The Jixin PSA was dated as of the date of its incorporation. Michael Smith signed the Jixin PSA on behalf of Jixin and Lexin and/or 0989, despite the fact that the historical corporate search of Jixin does not show Mr. Smith as being a director or officer of Jixin;
- b) There is no record contained in Lexin or 0989's accounting system, hard copy records or electronic file server, of an executed sale of this equipment to Jixin in 2015 or anytime thereafter;
- c) Lexin's records contain a Transitional Services Agreement entered into between Lexin and Jixin on March 30, 2015, providing that Lexin continue to maintain administration and oversight for the operations for the Brant and Callum assets (being those assets sold pursuant to the Jixin PSA for \$1.00) in return for a fee determined in accordance with commercially reasonable rates for the provision of such services in the Province of Alberta. Based upon the records available to the Receiver, it does not appear that any payments were made by Jixin to Lexin on account of this Agreement;
- d) This equipment was insured by Lexin in 2015 and 2016 for \$38 million of replacement costs, until all of Lexin's insurance was cancelled for non-payment in September, 2016;
- e) One of the locations on which a portion of this equipment was situated, being two jointly-owned Callum area gas wells accessed from the same site, involves a WIP who advised the Receiver that they did not have notice of, nor did they consent to the sale of the jointly owned equipment located at this site;
- f) The Receiver has further confirmed that some of the equipment included in the above 2015 transactions was removed from the Callum Gas Plant prior to the receivership without authorization from the AER;
- g) The aforementioned caveat registrations against the locations of the licensed oil and gas facilities contain the following registrations by ELP:
 - i. Callum gas plant (02-24-012) - \$1,628,000;

- ii. Cowley gas plant (13-34-008) - \$1,128,000;
- iii. Brant compressor station (09-17-019) - \$1,027,000; and
- iv. Brant compressor station (16-30-018) - \$403,500;

- h) The Receiver has also been made aware that the equipment located at the 12-30-017-21-W4M location is contained on the list of equipment that ELP claims to be owner of from their purchase from Jixin in November 2015 (i.e. the Appendix 33 document) and is also on the list of equipment that 597 claims to be owner of from their purchase from 0989 in December 2015 (i.e. the Appendix 12 document). Each of ELP and 597 therefore appear to be asserting ownership claims in some of the same equipment.

105. The Receiver will continue to investigate these transfers based on information that it obtains through Cassels Brock or other sources. In the interim, Cassels Brock has advised the Receiver that it is prepared to include the ELP equipment situated on Lexin licensed sites in the Sales Process provided that a value is allocated to such equipment in any bids, that the Receiver holds the proceeds until the ownership issues are resolved, and provided that ELP reviews and approves the price and terms of the sale of the equipment prior to completion. The Receiver has indicated that once it has had an opportunity to fully review the additional documentation requested from ELP on October 4, 2017, that it will be in a position to respond to the offer to include the equipment in the Sales Process.

Recommendations

106. The Receiver respectfully recommends that the Court:

- a) Provide advice and direction with respect to the Sales Process, and in particular, whether the Receiver is authorized to sell the equipment which 597 claims to own;
- b) Provide advice and directions regarding Finance's status as a creditor of the Lexin Group;
- c) Appoint Grant Thornton Limited as trustee in bankruptcy over Lexin and 0989 for the purposes of preserving limitations periods in the event the Receiver deems it

appropriate to challenge the Reviewable Transactions, with an automatic assignment of all other business, undertaking and assets from the trustee to the Receiver pursuant to the pre-existing Receivership Order and Expanded Receivership Order;

- d) Declare that the relief sought to date by the Receiver constitutes remedial relief pursuant to the *Limitations Act* such that the limitation periods in which the Receiver or a trustee in bankruptcy may pursue claims to challenge the Reviewable Transactions as any of a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction pursuant to any of the *Fraudulent Preferences Act* (Alberta), the *Fraudulent Conveyances Act 1571* (13 Eliz 1, c 5), the BIA, or any other applicable federal or provincial legislation is preserved;
- e) Approve the Receiver's activities and conduct to date, including the Receiver's conduct with respect to the Sales Process; and
- f) Grant the Receiver a sealing order respecting the Confidential Supplement, which is to contain both commercially sensitive information and information that if disclosed could adversely affect the Receiver's ongoing Sales Process.

DATED at Calgary Alberta, the 12th day of October 2017.

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



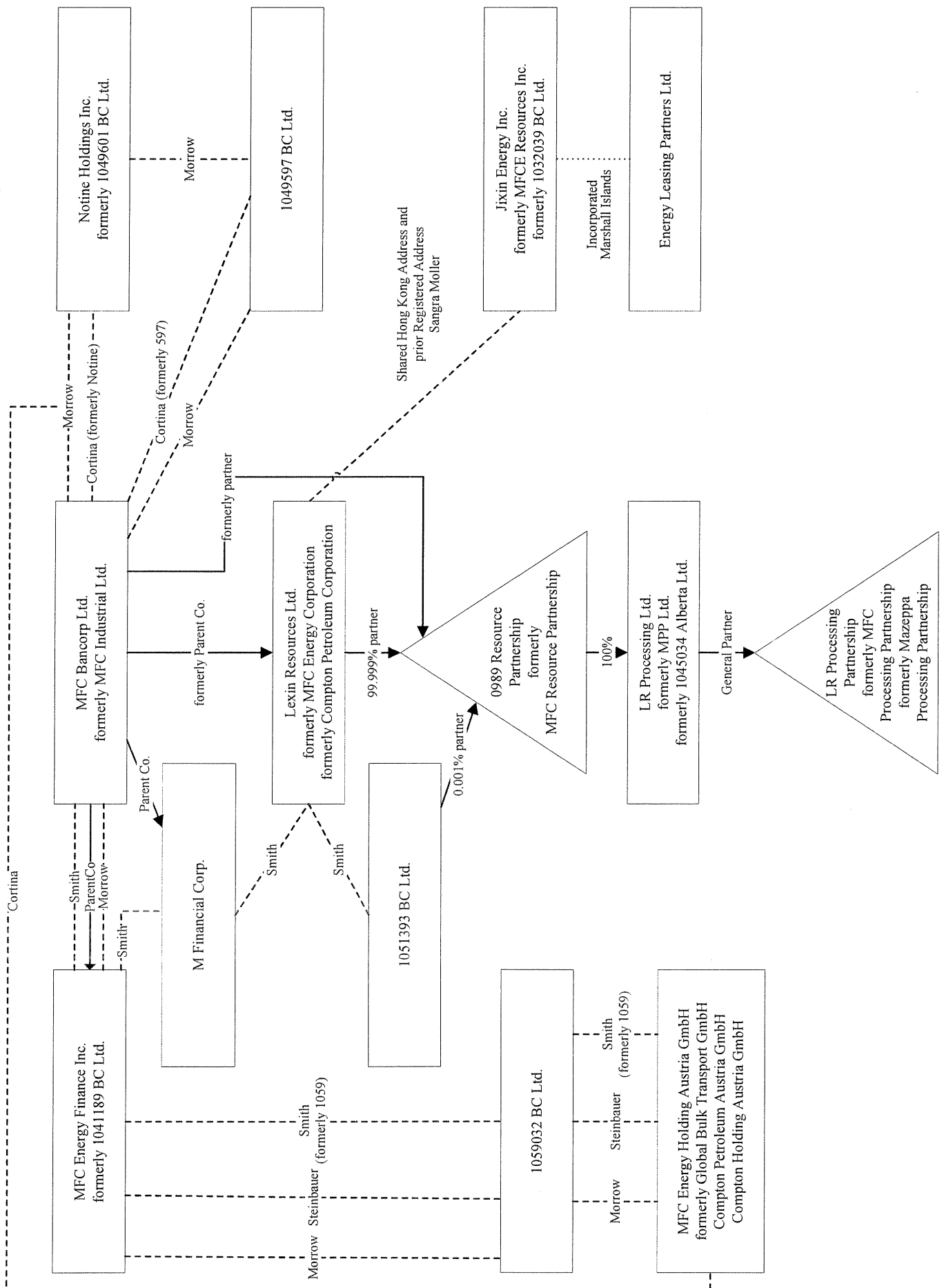
Andrew Basi, CPA, CA, CIRP, LIT
Senior Vice President

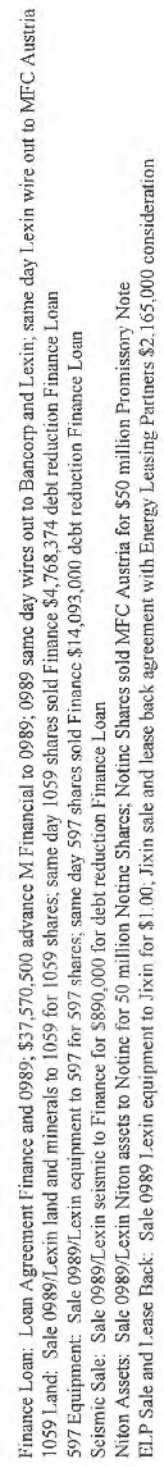


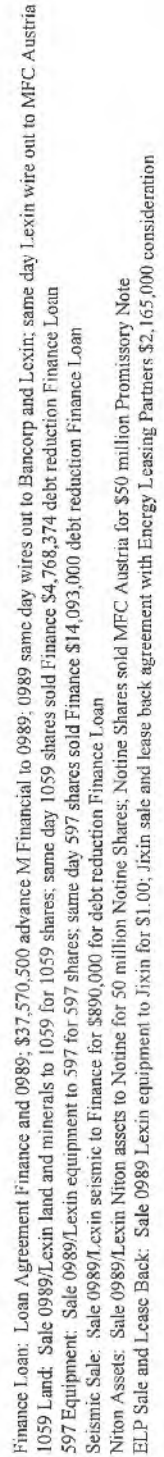
Michael Costello, CPA, CA, CBV
Senior Consultant

TAB

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TAB

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2016 20-F

Maltese legislation. The Bank is subject to direct supervision by the Malta Financial Services Authority and indirect supervision by the European Central Bank. The regulations which most significantly affect our Bank, or which could most significantly affect it in the future, relate to capital requirements, liquidity and the funding and development of a banking union in the European Union. As a Maltese credit institution, the Bank is subject to the Capital Requirements Directive Framework, referred to as the “CRD IV Framework”, through which the European Union began implementing the Basel III Capital reforms from January 1, 2014, with certain requirements in the process of being phased in by January 1, 2019. The CRD IV Framework, among other things, requires regulatory reporting of “large exposures”, which are generally exposures to a client or group of connected clients in excess of 10% of the Bank’s eligible capital base and such large exposures cannot be greater than 25% of the Bank’s eligible capital base, after taking into account credit risk mitigation.

Our gas and oil operations are subject to various Canadian governmental regulations including those imposed by the Alberta Energy Regulator and Alberta Utilities Commission. Matters subject to regulation include discharge permits for drilling operations, drilling and abandonment bonds and pooling of properties and taxation. The production, handling, storage, transportation and disposal of oil and gas, by-products thereof, and other substances and materials produced or used in connection with such operations are also subject to regulation under federal, provincial and local laws and regulations. We are subject to decommissioning obligations in connection with our ownership interests in hydrocarbon assets, including well sites, gathering systems and processing facilities. The total decommissioning obligation is estimated based on our net ownership interest in wells and facilities, estimated costs to reclaim and abandon same and the estimated timing of the costs to be incurred in future years. We have estimated the net present value of total decommissioning obligations to be \$13.2 million as at December 31, 2016.

C. Organizational Structure

The following table describes our direct and indirect material subsidiaries as at March 30, 2017, their respective jurisdictions of organization and our interest in respect of each subsidiary. The table excludes subsidiaries that only hold inter-company assets and liabilities and do not have active businesses or whose results and net assets do not materially impact our consolidated results and net assets.

<u>Subsidiaries</u>	<u>Country of Incorporation</u>	<u>Proportion of Voting Interest⁽¹⁾</u>
MFC Commodities GmbH	Austria	100%
MFC Metal Trading GmbH	Austria	100%
Kasese Cobalt Company Limited	Uganda	75%
MFC (A) Ltd	Marshall Islands	100%
MFC (D) Ltd	Marshall Islands	100%
M Financial Corp.	Barbados	100%
MFC Corporate Services AG	Switzerland	100%
MFC Power Limited Partnership	Canada	100%
MFC Energy Finance Inc.	Canada	100%
F.J. Elsner GmbH	Austria	100%
FESIL Sales GmbH	Germany	100%
MFC Merchant Bank Limited	Malta	100%
Sino Medical Technology Co. Ltd.	Marshall Islands	100%

Note:

- (1) Percentages rounded to nearest whole number. Our proportional voting interests are identical to our proportional beneficial interests, except for a non-wholly owned subsidiary in Africa from which we derive a 100% beneficial interest resulting from our shareholder loan.

Please see Note 31 to our audited consolidated financial statements for the year ended December 31, 2016 for further information.

D. Property, Plants and Equipment

Our principal office is located at Suite 1860 – 400 Burrard Street, Vancouver, British Columbia V6C 3A6, Canada. We also maintain offices globally, with our main marketing office located in Vienna, Austria.

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The scale of our competitors in the finance and supply chain business has increased in recent years as a result of substantial consolidation among companies, especially in the banking and financial industries. These firms have the ability to offer a wider range of products than we do, which may enhance their competitive position.

We believe that our experience and operating structure permit us to respond more rapidly to our clients' needs than many of our larger competitors. These traits are important to small and mid-sized business enterprises, many of which do not have large internal corporate finance departments to handle their capital requirements. We develop a partnership approach to assist our clients. This often permits us to develop multiple revenue sources from the same client. For example, we may purchase and sell a client's products, or commit our own capital to make a proprietary investment in its business or capital structure.

C. Organizational Structure

The following table describes our direct and indirect material subsidiaries as at the date hereof, their respective jurisdictions of organization and our interest in respect of each subsidiary. The table excludes subsidiaries that only hold inter-company assets and liabilities and do not have active businesses or whose results and net assets do not materially impact our consolidated results and net assets.

Subsidiaries	Country of Incorporation	Proportion of Voting Interest ⁽¹⁾
MFC Commodities GmbH	Austria	100%
MFC Trade & Financial Services GmbH	Austria	100%
IC Managementservice GmbH	Austria	100%
International Trade Services GmbH	Austria	100%
MFC Commodities Trading GmbH	Austria	100%
MFC Metal Trading GmbH	Austria	100%
Kasese Cobalt Company Limited	Uganda	75%
MFC (A) Ltd	Marshall Islands	100%
MFC (D) Ltd	Marshall Islands	100%
M Financial Corp.	Barbados	100%
MFC Corporate Services AG	Switzerland	100%
GPT Global Pellets Trading GmbH	Austria	100%
MFC Power Limited Partnership	Canada	100%
MFC Resources Inc.	U.S.	100%
Possehl Mexico S.A. de C.V.	Mexico	100%
MFC Holding Norway AS	Norway	100%
Fesil AS	Norway	100%
Fesil Sales AS	Norway	100%
Fesil Rana Metall AS	Norway	100%
Fesil Sales GmbH	Germany	100%
Fesil Sales SA	Luxembourg	100%
F.J. Elsner Trading Gesellschaft mbH	Austria	100%
MFC Merchant Bank Limited	Malta	100%
Mednet (Shanghai) Medical Technical Developing Co. Ltd.	China	100%
Hangzhou Zhe-er Optical Co. Ltd.	China	51%

Note:

- (1) Percentages rounded to nearest whole number. Our proportional voting interests are identical to our proportional beneficial interests, except for a non-wholly owned subsidiary in Africa from which we derive a 100% beneficial interest resulting from our shareholder loan.

Please see Note 28 to our audited consolidated financial statements for the year ended December 31, 2015 for further information.

The following table describes our direct and indirect material subsidiaries as at the date hereof, their respective jurisdictions of organization and our interest in respect of each subsidiary. The table excludes subsidiaries that only hold inter-company assets and liabilities and do not have active businesses or whose results and net assets do not materially impact our consolidated results and net assets.

Subsidiaries	Country of Incorporation	Proportion of Voting Interest(1)
MFC Commodities GmbH	Austria	100%
MFC Trade & Financial Services GmbH	Austria	100%
IC Managementservice GmbH	Austria	100%
International Trade Services GmbH	Austria	100%
MFC Commodities Trading GmbH	Austria	100%
MFC Metal Trading GmbH	Austria	100%
Kasese Cobalt Company Limited	Uganda	75%
MFC (A) Ltd	Marshall Islands	100%
MFC (D) Ltd	Marshall Islands	100%
Brock Metals s.r.o.	Slovakia	100%
M Financial Corp.	Barbados	100%
Mednet (Shanghai) Medical Technical Developing Co., Ltd.	China	100%
Hangzhou Zhe-er Optical Co. Ltd.	China	51%
MFC Corporate Services AG	Switzerland	100%
KHD Humboldt Wedag International GmbH	Austria	100%
MFC Energy Holding Austria GmbH	Austria	100%
MFC Energy Austria GmbH	Austria	100%
GPT Global Pellets Trading GmbH	Austria	100%
MFC Energy Corporation	Canada	100%
MFC Resource Partnership	Canada	100%
MFC Processing Partnership	Canada	100%
MFC Resources Inc.	U.S.	100%
Possehl Mexico S.A. de C.V.	Mexico	100%
MFC Holding Norway AS	Norway	100%
Fesil AS	Norway	100%
Fesil Sales AS	Norway	100%
Fesil Rana Metall AS	Norway	100%
Fesil Sales GmbH	Germany	100%
Fesil Sales SA	Luxembourg	100%
Specialty Superalloys Inc.	U.S.	75%
F.J. Elsner Trading Gesellschaft mbH	Austria	100%

Note:

- (1) Percentages rounded to nearest whole number. Our proportional voting interests are identical to our proportional beneficial interests, except for a non-wholly owned subsidiary in Africa from which we derive a 100% beneficial interest resulting from holding a shareholder loan.

TABLE OF CONTENTS

D. Property, Plants and Equipment

Office Space

Our principal office is located at Suite 1860 – 400 Burrard Street, Vancouver, British Columbia V6C 3A6, Canada. We also maintain offices in: Vienna, Austria; Beijing and Shanghai, China; Pittsburgh and New York, U.S.A.; Mexico City, Mexico; Buenos Aires, Argentina; Calgary, Canada; Dubai, United Arab Emirates; Zagreb, Croatia; Tirana, Albania; Belgrade, Serbia; Duisburg, Germany; Ranheim, Norway; Alzingen, Luxembourg; and Madrid, Spain.

We believe that our existing facilities are adequate for our needs through the end of the year ending December 31, 2015. Should

TAB

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TAB

A



**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For LEXIN RESOURCES LTD.

Date and Time of Search: October 06, 2017 10:09 AM Pacific Time

Currency Date: September 20, 2017

ACTIVE

Incorporation Number: BC0989353

Name of Company: LEXIN RESOURCES LTD.

Recognition Date and Time: December 23, 2013 02:58 PM Pacific Time as a result of an Amalgamation **In Liquidation:** No

Last Annual Report Filed: December 23, 2015

Receiver: No

COMPANY NAME INFORMATION

Previous Company Name

MFC ENERGY CORPORATION

COMPTON PETROLEUM CORPORATION

Date of Company Name Change

February 02, 2016

March 11, 2014

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation

COMPTON PETROLEUM CORPORATION

MFC ACQUISITION INC.

Incorporation Number in BC

C0958817

BC0945224

REGISTERED OFFICE INFORMATION

Mailing Address:

1 - 1850 HARTLEY AVENUE
COQUITLAM BC V3K 7A1
CANADA

Delivery Address:

1 - 1850 HARTLEY AVENUE
COQUITLAM BC V3K 7A1
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

1 - 1850 HARTLEY AVENUE
COQUITLAM BC V3K 7A1
CANADA

Delivery Address:

1 - 1850 HARTLEY AVENUE
COQUITLAM BC V3K 7A1
CANADA

DIRECTOR INFORMATION**Last Name, First Name, Middle Name:**

Cezek, Jasmina

Mailing Address:

UNIT 1-2, 9/FL, TECHNOLOGY PLAZA
651 KINGS ROAD
QUARRY BAY, HONG KONG SAR
CHINA

Delivery Address:

UNIT 1-2, 9/FL, TECHNOLOGY PLAZA
651 KINGS ROAD
QUARRY BAY, HONG KONG SAR
CHINA

Last Name, First Name, Middle Name:

Smith, Michael J.

Mailing Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Delivery Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

OFFICER INFORMATION AS AT December 23, 2015**Last Name, First Name, Middle Name:**

Jennings, Rob

Office(s) Held: (Other Office(s))**Mailing Address:**

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Last Name, First Name, Middle Name:

Smith, Michael J.

Office(s) Held: (President, Secretary)**Mailing Address:**

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Delivery Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Date and Time: October 6, 2017 10:10 AM Pacific Time


**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Amalgamation Application

FORM 13
BUSINESS CORPORATIONS ACT
Section 275

FILING DETAILS: Amalgamation Application for:
COMPTON PETROLEUM CORPORATION

Incorporation Number: **BC0989353**

Filed Date and Time: **December 23, 2013 02:58 PM Pacific Time**

Recognition Date and Time: **December 23, 2013 02:58 PM Pacific Time as a result of an Amalgamation.**

AMALGAMATION APPLICATION

The amalgamated company is to adopt, as its name, the name of the following amalgamating company: COMPTON PETROLEUM CORPORATION. The Incorporation Number associated with this Company is: C0958817.

AMALGAMATION EFFECTIVE DATE:

The amalgamation is to take effect at the time that this application is filed with the Registrar.

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation(s)	Incorporation Number in BC
COMPTON PETROLEUM CORPORATION	C0958817
MFC ACQUISITION INC.	BC0945224

AMALGAMATION STATEMENT

This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

NOTICE OF ARTICLES**Name of Company:**

COMPTON PETROLEUM CORPORATION

REGISTERED OFFICE INFORMATION**Mailing Address:**

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

RECORDS OFFICE INFORMATION**Mailing Address:**

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

DIRECTOR INFORMATION**Last Name, First Name, Middle Name:**

Carter, James

Mailing Address:SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Last Name, First Name, Middle Name:**

Chenery, Robert

Mailing Address:SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Last Name, First Name, Middle Name:**

Steinbauer, Ferdinand

Mailing Address:SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**AUTHORIZED SHARE STRUCTURE**

1.	No Maximum	Common Shares	Without Par Value
			With Special Rights or Restrictions attached
2.	No Maximum	Class 1 Preferred Shares	Without Par Value
			With Special Rights or Restrictions attached
1.	No Maximum	Class 1 Preferred Shares, Series A	Special Rights or Restrictions are attached

Date and Time: October 6, 2017 10:11 AM Pacific Time

**BC Registry
Services**Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.caLocation:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526**Notice of Change of Directors**FORM 10
BUSINESS CORPORATIONS ACT
Section 127**Filed Date and Time:** August 26, 2015 09:33 AM Pacific Time**Incorporation Number:**

BC0989353

Name of Company:

MFC ENERGY CORPORATION

Director(s) Change of Name or Address**Last Name, First Name, Middle Name:**

Chenery, Robert

Mailing Address:SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Last Name, First Name, Middle Name:**

Steinbauer, Ferdinand

Mailing Address:SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Date and Time: October 6, 2017 10:11 AM Pacific Time


**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127

Filed Date and Time: December 15, 2015 09:32 AM Pacific Time

Incorporation Number:

BC0989353

Name of Company:

MFC ENERGY CORPORATION

Date of Change of Directors

December 15, 2015

Director(s) who have ceased to be Directors

Last Name, First Name, Middle Name:

Chenery, Robert

Mailing Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Last Name, First Name, Middle Name:

Steinbauer, Ferdinand

Mailing Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Director(s) Change of Name or Address

Last Name, First Name, Middle Name:

Smith, Michael J.

Mailing Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Delivery Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Director(s) as at December 15, 2015

Last Name, First Name, Middle Name:

Smith, Michael J.

Mailing Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Delivery Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Date and Time: October 6, 2017 10:11 AM Pacific Time


**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127

Filed Date and Time: January 28, 2016 10:23 AM Pacific Time

Incorporation Number:

BC0989353

Name of Company:

MFC ENERGY CORPORATION

Date of Change of Directors

January 28, 2016

New Director(s)

Last Name, First Name, Middle Name:

Cezek, Jasmina

Mailing Address:

UNIT 1-2, 9/FL, TECHNOLOGY PLAZA
651 KINGS ROAD
QUARRY BAY
CHINA

Delivery Address:

UNIT 1-2, 9/FL, TECHNOLOGY PLAZA
651 KINGS ROAD
QUARRY BAY
CHINA

Director(s) Change of Name or Address

Last Name, First Name, Middle Name:

Smith, Michael J.

Mailing Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Delivery Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Director(s) as at January 28, 2016

Last Name, First Name, Middle Name:

Cezek, Jasmina

Mailing Address:

UNIT 1-2, 9/FL, TECHNOLOGY PLAZA
651 KINGS ROAD
QUARRY BAY
CHINA

Delivery Address:

UNIT 1-2, 9/FL, TECHNOLOGY PLAZA
651 KINGS ROAD
QUARRY BAY
CHINA

Last Name, First Name, Middle Name:

Smith, Michael J.

Mailing Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDDLELL STREET
CENTRAL HONG KONG SAR
CHINA

Delivery Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDDLELL STREET
CENTRAL HONG KONG SAR
CHINA

Date and Time: October 6, 2017 10:12 AM Pacific Time

**BC Registry
Services**Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.caLocation:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127**Filed Date and Time:** January 28, 2016 10:40 AM Pacific Time**Incorporation Number:**

BC0989353

Name of Company:

MFC ENERGY CORPORATION

Director(s) Change of Name or Address**Last Name, First Name, Middle Name:**

Cezek, Jasmina

Mailing Address:UNIT 1-2, 9/FL, TECHNOLOGY PLAZA
651 KINGS ROAD
QUARRY BAY, HONG KONG SAR
CHINA**Delivery Address:**UNIT 1-2, 9/FL, TECHNOLOGY PLAZA
651 KINGS ROAD
QUARRY BAY, HONG KONG SAR
CHINA

Date and Time: October 6, 2017 10:12 AM Pacific Time

**BC Registry
Services**Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.caLocation:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Address

FORM 2
BUSINESS CORPORATIONS ACT
Sections 35 & 36

Filed Date and Time: March 22, 2017 04:22 PM Pacific Time**Effective Date and Time of Filing:** March 23, 2017 12:01 AM Pacific Time**Incorporation Number:**

BC0989353

Name of Company:

LEXIN RESOURCES LTD.

REGISTERED OFFICE INFORMATION

Mailing Address:1 - 1850 HARTLEY AVENUE
COQUITLAM BC V3K 7A1
CANADA**Delivery Address:**1 - 1850 HARTLEY AVENUE
COQUITLAM BC V3K 7A1
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:1 - 1850 HARTLEY AVENUE
COQUITLAM BC V3K 7A1
CANADA**Delivery Address:**1 - 1850 HARTLEY AVENUE
COQUITLAM BC V3K 7A1
CANADA

Date and Time: October 6, 2017 10:12 AM Pacific Time


**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127

Filed Date and Time: March 11, 2014 03:02 PM Pacific Time

Incorporation Number:

BC0989353

Name of Company:

COMPTON PETROLEUM CORPORATION

Date of Change of Directors

March 11, 2014

New Director(s)
Last Name, First Name, Middle Name:

Smith, Michael J.

Mailing Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDDLELL STREET
CENTRAL HONG KONG SAR
CHINA

Delivery Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDDLELL STREET
CENTRAL HONG KONG SAR
CHINA

Director(s) who have ceased to be Directors
Last Name, First Name, Middle Name:

Carter, James

Mailing Address:

SUITE 1620, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1620, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Director(s) Change of Name or Address

Last Name, First Name, Middle Name:

Chenery, Robert

Mailing Address:

SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Last Name, First Name, Middle Name:

Steinbauer, Ferdinand

Mailing Address:

SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Director(s) as at March 11, 2014**Last Name, First Name, Middle Name:**

Chenery, Robert

Mailing Address:

SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Last Name, First Name, Middle Name:

Smith, Michael J.

Mailing Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDDLELL STREET
CENTRAL HONG KONG SAR
CHINA

Delivery Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDDLELL STREET
CENTRAL HONG KONG SAR
CHINA

Last Name, First Name, Middle Name:

Steinbauer, Ferdinand

Mailing Address:

SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1620, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

TAB

B



**BC Registry
Services**

Mailing Address:
PO BOX 9431 Stn Prov Govt.
Victoria BC V8W 9V3
www.bcregistryservices.gov.bc.ca

Location:
2nd Floor - 940 Blanshard St.
Victoria BC
1 877 526-1526

General Partnership Summary

For

0989 RESOURCE PARTNERSHIP

Date and Time of Search: October 06, 2017 10:00 AM Pacific Daylight Time
Currency Date: October 02, 2017

ACTIVE

Registration Number: FM0612981
Name of General Partnership: 0989 RESOURCE PARTNERSHIP
Registration Date: July 25, 2013
Business Start Date: July 23, 2013
Nature of Business: Owning and Operating the Property of the Partnership [NAICS-N/A]

NAME INFORMATION

Previous Name	Date of Name Change
MFC RESOURCE PARTNERSHIP	February 03, 2016
COMPTON RESOURCE PARTNERSHIP	March 12, 2014

ADDRESS INFORMATION

Business Address:	Mailing Address:
1620 - 400 BURNARD ST VANCOUVER BC V6C 3A6	1000 - 925 GEORGIA ST W VANCOUVER BC V6C 3L2

PARTNER INFORMATION

Individual or Company Name: MFC ENERGY CORPORATION	Incorporation or Registration Number: 0989353
Residential Address: 1000 Cathedral Place 925 West Georgia Street Vancouver BC CANADA V6C 3L2	
Individual or Company Name: 1051393 B.C. LTD.	Incorporation or Registration Number: 1051393
Residential Address: 1000 Cathedral Place 925 West Georgia Street Vancouver BC CANADA V6C 3L2	

SUBMITTING PARTY INFORMATION

Name:

SANGRA MOLLER LLP ATTN:CELESTE WATSON

Mailing Address:

1000 - 925 GEORGIA ST W
VANCOUVER BC V6C 3L2

STATEMENT OF REGISTRATION GENERAL PARTNERSHIP



**BC Registry
Services**

Mailing Address:
PO BOX 9431 Stn Prov Govt
Victoria BC V8W 9V3
Location:
2nd Floor - 940 Blanshard Street
Victoria BC

Internet: www.bcregistryservices.gov.bc.ca
and www.bcbusinessregistry.ca

Phone: 1 877 526-1526

*The Registrar of Companies certifies the following is the information provided
in the Statement of Registration at the time it was filed.*

FILED and REGISTERED
July 25, 2013
REGISTRAR OF COMPANIES

Corporate Registry Number
FM0612981

National Business Number
84695 6431 BC0001

A. Name and Return Mailing Address for the person submitting this statement of registration

WATSON, CELESTE
1000 - 925 GEORGIA ST W
VANCOUVER BC V6C 3L2

B. Information on the business being registered:

BUSINESS NAME
COMPTON RESOURCE PARTNERSHIP

NAME REQUEST NUMBER
NR 2886118

Note: The registration of a business under the *Partnership Act* does not provide any protection for that name.

BUSINESS ADDRESS
1620 - 400 BURRARD ST
VANCOUVER BC V6C 3A6

MAILING ADDRESS
1000 - 925 GEORGIA ST W
VANCOUVER BC V6C 3L2

BUSINESS CONTACT INFORMATION

START DATE OF BUSINESS IN
BRITISH COLUMBIA

DESCRIBE NATURE OF BUSINESS
Owning and Operating the Property of the Partnership [NAICS-N/A]

YYYY MM DD
2013 07 23

C. Partnership - The persons listed below are the only members of the General Partnership.

PARTNER NAME
MFC INDUSTRIAL LTD.

ADDRESS
1000 Cathedral Place
925 West Georgia Street
Vancouver BC V6C 3L2

COMPTON PETROLEUM CORPORATION

1000 Cathedral Place
925 West Georgia Street
Vancouver BC V6C 3L2

\$40.00 PAID BY CREDIT CARD - VISA
Receipt Number: 245960
Internet
Session ID: 1372350

It is an offence to make or assist in making a false or misleading
statement in a record filed under the Partnership Act. A person who
commits this offence is subject to a maximum fine of \$5,000.00.



DISSOLUTION OR CHANGE OF GENERAL PARTNERSHIP REGISTRATION



**BC Registry
Services**

Mailing Address:
PO BOX 9431 Stn Prov Govt
Victoria BC V8W 9V3
Location:
2nd Floor - 940 Blanshard Street
Victoria BC

Internet: www.bcregistryservices.gov.bc.ca
and www.bcbusinessregistry.ca

Phone: 1 877 526-1526

*The Registrar of Companies certifies the following is the information provided
in the Dissolution or Change Form at the time it was filed.*

A. Name and Return Mailing Address for the person submitting this Dissolution or Change Form

SANGRA MOLLER LLP
1000 CATHEDRAL PLACE
925 GEORGIA ST W
VANCOUVER BC V6C 3L2

FILED and REGISTERED
February 3, 2014
REGISTRAR OF COMPANIES

Corporate Registry Number
FM0612981

National Business Number
84695 6431 BC0001

B. Business Name

COMPTON RESOURCE PARTNERSHIP

NAME REQUEST NUMBER

Note: The registration of a business under the *Partnership Act* does not provide any protection for that name.

BUSINESS CONTACT INFORMATION

C. Date of Dissolution of General Partnership

YYYY MM DD

D. Change in Nature of Business

E. Change of Business Name

F. Change of Address

BUSINESS ADDRESS

MAILING ADDRESS

CHANGE OF PARTNER ADDRESS

DISSOLUTION OR CHANGE OF GENERAL PARTNERSHIP REGISTRATION



**BC Registry
Services**

Mailing Address:
PO BOX 9431 Stn Prov Govt
Victoria BC V8W 9V3
Location:
2nd Floor - 940 Blanshard Street
Victoria BC

Internet: www.bcregistryservices.gov.bc.ca
and www.bcbusinessregistry.ca

Phone: 1 877 526-1526

*The Registrar of Companies certifies the following is the information provided
in the Dissolution or Change Form at the time it was filed.*

FILED and REGISTERED
March 12, 2014
REGISTRAR OF COMPANIES

Corporate Registry Number
FM0612981

National Business Number
84695 6431 BC0001

A. Name and Return Mailing Address for the person submitting this Dissolution or Change Form

SANGRA MOLLER LLP
1000 CATHEDRAL PLACE
925 GEORGIA ST W
VANCOUVER BC V6C 3L2

B. Business Name

COMPTON RESOURCE PARTNERSHIP

NAME REQUEST NUMBER
0339763

Note: The registration of a business under the *Partnership Act* does not provide any protection for that name.

BUSINESS CONTACT INFORMATION

C. Date of Dissolution of General Partnership

YYYY MM DD

D. Change in Nature of Business

E. Change of Business Name

MFC RESOURCE PARTNERSHIP

F. Change of Address

BUSINESS ADDRESS

MAILING ADDRESS

CHANGE OF PARTNER ADDRESS

DISSOLUTION OR CHANGE OF GENERAL PARTNERSHIP REGISTRATION



**BC Registry
Services**

Mailing Address:
PO BOX 9431 Stn Prov Govt
Victoria BC V8W 9V3
Location:
2nd Floor - 940 Blanshard Street
Victoria BC

Internet: www.bcregistryservices.gov.bc.ca
and www.bcbusinessregistry.ca

Phone: 1 877 526-1526

*The Registrar of Companies certifies the following is the information provided
in the Dissolution or Change Form at the time it was filed.*

A. Name and Return Mailing Address for the person submitting this Dissolution or Change Form

SANGRA MOLLER LLP (CELESTE WATSON 604-692-3058)
1000 CATHEDRAL PLACE
925 GEORGIA ST W
VANCOUVER BC V6C 3L2

FILED and REGISTERED
August 21, 2014
REGISTRAR OF COMPANIES

Corporate Registry Number
FM0612981

National Business Number
84695 6431 BC0001

B. Business Name

MFC RESOURCE PARTNERSHIP

NAME REQUEST NUMBER

Note: The registration of a business under the *Partnership Act* does not provide any protection for that name.

BUSINESS CONTACT INFORMATION

C. Date of Dissolution of General Partnership

YYYY MM DD

D. Change in Nature of Business

E. Change of Business Name

F. Change of Address

BUSINESS ADDRESS

MAILING ADDRESS

CHANGE OF PARTNER ADDRESS

G. Change in Membership of a General Partnership

PARTNER NAME

ADDRESS

MFC INDUSTRIAL LTD.

1000 Cathedral Place
925 West Georgia Street
Vancouver BC
CANADA V6C 3L2

PARTNER NAME

ADDRESS

MFC ENERGY CORPORATION

1000 Cathedral Place
925 West Georgia Street
Vancouver BC
CANADA V6C 3L2

DISSOLUTION OR CHANGE OF GENERAL PARTNERSHIP REGISTRATION



**BC Registry
Services**

Mailing Address:
PO BOX 9431 Stn Prov Govt
Victoria BC V8W 9V3
Location:
2nd Floor - 940 Blanshard Street
Victoria BC

Internet: www.bcregistryservices.gov.bc.ca
and www.bcbusinessregistry.ca

Phone: 1 877 526-1526

*The Registrar of Companies certifies the following is the information provided
in the Dissolution or Change Form at the time it was filed.*

A. Name and Return Mailing Address for the person submitting this Dissolution or Change Form

SANGRA MOLLER LLP (CELESTE WATSON 604-692-3058)
1000 CATHEDRAL PLACE
925 GEORGIA ST W
VANCOUVER BC V6C 3L2

FILED and REGISTERED
December 7, 2015
REGISTRAR OF COMPANIES

Corporate Registry Number
FM0612981

National Business Number
84695 6431 BC0001

B. Business Name

MFC RESOURCE PARTNERSHIP

NAME REQUEST NUMBER

Note: The registration of a business under the *Partnership Act* does not provide any protection for that name.

BUSINESS CONTACT INFORMATION

C. Date of Dissolution of General Partnership

YYYY MM DD

D. Change in Nature of Business

E. Change of Business Name

F. Change of Address

BUSINESS ADDRESS

MAILING ADDRESS

CHANGE OF PARTNER ADDRESS

G. Change in Membership of a General Partnership

PARTNER NAME

ADDRESS

MFC ENERGY CORPORATION

1000 Cathedral Place
925 West Georgia Street
Vancouver BC
CANADA V6C 3L2

PARTNER NAME

ADDRESS

1051393 B.C. LTD.

1000 Cathedral Place
925 West Georgia Street
Vancouver BC
CANADA V6C 3L2

TAB

C



Corporate Information

You are currently logged
in as:

pb89993

Corporate Search
Corporate Name Index
Corporate Information
Corporate Summary

[Back](#)

[New Search](#)

Date and Time of Search:

October 06, 2017 9:22 AM Pacific Time

Currency Date:

September 20, 2017

Paper filings received at the Corporate Registry after the currency date may not have been filed.

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Corporate Name
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and documents

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information package](#)

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HELP DESK: 1 800 663-6102
(Toll free)

October 06, 2017 9:22 AM

Corporate History

Date and Time Filed
(Pacific Time)

Details

View Documents

Notice of Change of
Address

March 22, 2017 4:09
PM

Effective Date: March 23, 2017 12:01 AM

[Notice of Change of Address](#)
[Notice of Articles](#)

BC Annual Report -
OCT 07, 2016

October 24, 2016 9:11
AM

[BC Annual Report - OCT 07,
2016](#)

Notice of Change of
Directors

April 27, 2016 2:52 PM

Date of Change: April 27, 2016

[Notice of Change of Directors](#)
[Notice of Articles](#)

Incorporation
Application

October 07, 2015 11:49
AM

[Incorporation Application](#)
[Notice of Articles](#)
[Certificate](#)

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Date and Time: October 6, 2017 09:22 AM Pacific Time


**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127

Filed Date and Time: April 27, 2016 02:52 PM Pacific Time

Incorporation Number:

BC1051393

Name of Company:

1051393 B.C. LTD.

Date of Change of Directors

April 27, 2016

Director(s) who have ceased to be Directors
Last Name, First Name, Middle Name:

Morrow, Samuel

Mailing Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Director(s) Change of Name or Address
Last Name, First Name, Middle Name:

Smith, Michael J.

Mailing Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Delivery Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Director(s) as at April 27, 2016

Last Name, First Name, Middle Name:

Smith, Michael J.

Mailing Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDDLELL STREET
CENTRAL HONG KONG SAR
CHINA

Delivery Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDDLELL STREET
CENTRAL HONG KONG SAR
CHINA

TAB

D

**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
1049597 B.C. LTD.

Date and Time of Search: October 06, 2017 10:05 AM Pacific Time
Currency Date: September 20, 2017

ACTIVE

Incorporation Number: BC1049597
Name of Company: 1049597 B.C. LTD.
Recognition Date and Time: Incorporated on September 21, 2015 11:43 AM Pacific Time
Last Annual Report Filed: September 21, 2016
In Liquidation: No
Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:
1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:
1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:
1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Morrow, Samuel

Mailing Address:
SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:
SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

NO OFFICER INFORMATION FILED AS AT September 21, 2016.

Date and Time: October 6, 2017 10:06 AM Pacific Time

**BC Registry
Services**Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.caLocation:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127

Filed Date and Time: October 5, 2015 10:29 AM Pacific Time

Incorporation Number:

BC1049597

Name of Company:

1049597 B.C. LTD.

Date of Change of Directors

October 5, 2015

New Director(s)**Last Name, First Name, Middle Name:**

Cortina, Gerardo

Mailing Address:SUITE 2115
3 COLUMBUS CIRCLE (AKA 1775 BROADWAY)
NEW YORK NY 10019
UNITED STATES**Delivery Address:**SUITE 2115
3 COLUMBUS CIRCLE (AKA 1775 BROADWAY)
NEW YORK NY 10019
UNITED STATES**Director(s) Change of Name or Address****Last Name, First Name, Middle Name:**

Morrow, Samuel

Mailing Address:SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA**Director(s) as at October 5, 2015**

Last Name, First Name, Middle Name:

Cortina, Gerardo

Mailing Address:

SUITE 2115
3 COLUMBUS CIRCLE (AKA 1775 BROADWAY)
NEW YORK NY 10019
UNITED STATES

Delivery Address:

SUITE 2115
3 COLUMBUS CIRCLE (AKA 1775 BROADWAY)
NEW YORK NY 10019
UNITED STATES

Last Name, First Name, Middle Name:

Morrow, Samuel

Mailing Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Date and Time: October 6, 2017 10:06 AM Pacific Time


**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127

Filed Date and Time: March 9, 2017 09:27 AM Pacific Time

Incorporation Number:

BC1049597

Name of Company:

1049597 B.C. LTD.

Date of Change of Directors

February 13, 2017

Director(s) who have ceased to be Directors

Last Name, First Name, Middle Name:

Cortina, Gerardo

Mailing Address:

SUITE 2115
3 COLUMBUS CIRCLE (AKA 1775 BROADWAY)
NEW YORK NY 10019
UNITED STATES

Delivery Address:

SUITE 2115
3 COLUMBUS CIRCLE (AKA 1775 BROADWAY)
NEW YORK NY 10019
UNITED STATES

Director(s) Change of Name or Address

Last Name, First Name, Middle Name:

Morrow, Samuel

Mailing Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Director(s) as at February 13, 2017

Last Name, First Name, Middle Name:

Morrow, Samuel

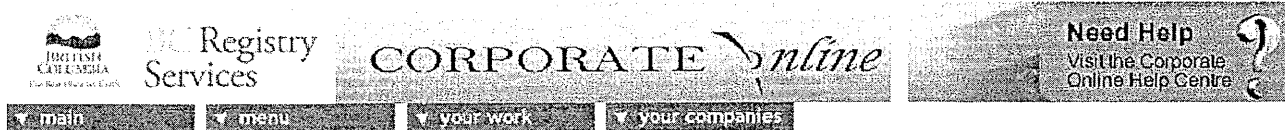
Mailing Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

TAB E



Corporate Information

You are currently logged
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pb89993

Corporate Search
Corporate Name Index
Corporate Information
Corporate Summary

[Back](#)[New Search](#)

Date and Time of Search:

October 06, 2017 10:03 AM Pacific Time

Currency Date:

September 20, 2017

Paper filings received at the Corporate Registry after the currency date may not have been filed.

Active

[HELP ?](#)

Number:

BC1041189

Name:

MFC ENERGY FINANCE INC.

Type:

BC Company

Business Number:

817379126BC0001

Corporate Name
Index FreeCorporate
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Company?](#)[Click here to view the
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Corporate Summary.

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Corporate Summary

HELP DESK: 1 800 663-6102
(Toll free)Click the "View Corporate Summary" button below to see a summary of information about the
company, including office addresses and directors.[HELP ?](#)[View Corporate Summary](#)

October 06, 2017 10:03 AM

Corporate History

[HELP ?](#)

Corporate History	Date and Time Filed (Pacific Time)	Details	View Documents
Notice of Change of Directors	February 14, 2017 12:47 PM	Date of Change: February 08, 2017	Notice of Change of Directors Notice of Articles
BC Annual Report - JUN 26, 2016	June 30, 2016 9:15 AM		BC Annual Report - JUN 26, 2016
Notice of Change of Directors - Address Change or Name Correction Only	August 26, 2015 10:14 AM		Notice of Change of Directors Notice of Articles
Notice of Alteration	July 02, 2015 9:54 AM		Notice of Alteration Notice of Articles Certificate
Incorporation Application	June 26, 2015 3:05 PM		Incorporation Application Notice of Articles Certificate

[Back](#)[New Search](#)

show
directors
@ time
incorp?



**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
MFC ENERGY FINANCE INC.

Date and Time of Search: October 06, 2017 10:04 AM Pacific Time
Currency Date: September 20, 2017

ACTIVE

Incorporation Number: BC1041189
Name of Company: MFC ENERGY FINANCE INC.
Recognition Date and Time: Incorporated on June 26, 2015 03:05 PM Pacific Time **In Liquidation:** No
Last Annual Report Filed: June 26, 2016 **Receiver:** No

COMPANY NAME INFORMATION

Previous Company Name	Date of Company Name Change
1041189 B.C. LTD.	July 02, 2015

REGISTERED OFFICE INFORMATION

Mailing Address:	Delivery Address:
1000 CATHEDRAL PLACE	1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET	925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2	VANCOUVER BC V6C 3L2
CANADA	CANADA

RECORDS OFFICE INFORMATION

Mailing Address:	Delivery Address:
1000 CATHEDRAL PLACE	1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET	925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2	VANCOUVER BC V6C 3L2
CANADA	CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Morrow, Samuel

Mailing Address:	Delivery Address:
SUITE 1860, 400 BURNARD STREET	SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6	VANCOUVER BC V6C 3A6
CANADA	CANADA

Last Name, First Name, Middle Name:

Steinbauer, Ferdinand

Mailing Address:

1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

OFFICER INFORMATION AS AT June 26, 2016

Last Name, First Name, Middle Name:

Smith, Michael J.

Office(s) Held: (President)

Mailing Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Delivery Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Date and Time: October 6, 2017 10:04 AM Pacific Time



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127

Filed Date and Time: August 26, 2015 10:14 AM Pacific Time

Incorporation Number:

BC1041189

Name of Company:

MFC ENERGY FINANCE INC.

Director(s) Change of Name or Address

Last Name, First Name, Middle Name:

Morrow, Samuel

Mailing Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Date and Time: October 6, 2017 10:04 AM Pacific Time


**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127

Filed Date and Time: February 14, 2017 12:47 PM Pacific Time

Incorporation Number:

BC1041189

Name of Company:

MFC ENERGY FINANCE INC.

Date of Change of Directors

February 8, 2017

New Director(s)

Last Name, First Name, Middle Name:

Steinbauer, Ferdinand

Mailing Address:

1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Director(s) who have ceased to be Directors

Last Name, First Name, Middle Name:

Smith, Michael J.

Mailing Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Delivery Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Director(s) Change of Name or Address

Last Name, First Name, Middle Name:

Morrow, Samuel

Mailing Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Director(s) as at February 8, 2017

Last Name, First Name, Middle Name:

Morrow, Samuel

Mailing Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Last Name, First Name, Middle Name:

Steinbauer, Ferdinand

Mailing Address:

1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

TAB

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**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
1059032 B.C. LTD.

Date and Time of Search: October 06, 2017 10:07 AM Pacific Time

Currency Date: September 20, 2017

ACTIVE

Incorporation Number: BC1059032

Name of Company: 1059032 B.C. LTD.

Recognition Date and Time: Incorporated on December 18, 2015 04:38 PM Pacific Time **In Liquidation:** No

Last Annual Report Filed: December 18, 2016 **Receiver:** No

REGISTERED OFFICE INFORMATION

Mailing Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Morrow, Samuel

Mailing Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Last Name, First Name, Middle Name:

Steinbauer, Ferdinand

Mailing Address:

1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

NO OFFICER INFORMATION FILED AS AT December 18, 2016.

Date and Time: October 6, 2017 10:07 AM Pacific Time

**BC Registry
Services**Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.caLocation:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127**Filed Date and Time:** November 16, 2016 09:44 AM Pacific Time**Incorporation Number:**

BC1059032

Name of Company:

1059032 B.C. LTD.

Date of Change of Directors

November 15, 2016

Director(s) who have ceased to be Directors

Last Name, First Name, Middle Name:

Smith, Michael J.

Mailing Address:UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA**Delivery Address:**UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDELL STREET
CENTRAL HONG KONG SAR
CHINA

Director(s) Change of Name or Address

Last Name, First Name, Middle Name:

Morrow, Samuel

Mailing Address:SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA**Director(s) as at November 15, 2016**

Last Name, First Name, Middle Name:

Morrow, Samuel

Mailing Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Date and Time: October 6, 2017 10:07 AM Pacific Time

**BC Registry
Services**Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.caLocation:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127**Filed Date and Time:** November 30, 2016 11:21 AM Pacific Time**Incorporation Number:**

BC1059032

Name of Company:

1059032 B.C. LTD.

Date of Change of Directors

November 28, 2016

New Director(s)

Last Name, First Name, Middle Name:

Steinbauer, Ferdinand

Mailing Address:1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Director(s) Change of Name or Address

Last Name, First Name, Middle Name:

Morrow, Samuel

Mailing Address:SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Director(s) as at November 28, 2016**

Last Name, First Name, Middle Name:

Morrow, Samuel

Mailing Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Last Name, First Name, Middle Name:

Steinbauer, Ferdinand

Mailing Address:

1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

TAB

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BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
NOTINE HOLDINGS INC.

Date and Time of Search: March 27, 2017 10:38 AM Pacific Time

Currency Date: January 04, 2017

ACTIVE

Incorporation Number: BC1049601

Name of Company: NOTINE HOLDINGS INC.

Recognition Date and Time: Incorporated on September 21, 2015 12:02 PM Pacific Time **In Liquidation:** No

Last Annual Report Filed: September 21, 2016 **Receiver:** No

COMPANY NAME INFORMATION

Previous Company Name

1049601 B.C. LTD.

Date of Company Name Change

February 23, 2016

REGISTERED OFFICE INFORMATION

Mailing Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Kondratoff, Leslie Brian

Mailing Address:145 EVERGREEN WAY S.W.
CALGARY AB T2Y 3K8
CANADA**Delivery Address:**145 EVERGREEN WAY S.W.
CALGARY AB T2Y 3K8
CANADA**Last Name, First Name, Middle Name:**

Kumar, Pradeep

Mailing Address:2604, 1078,6TH AVENUE SW
CALGARY AB T2P 5N6
CANADA**Delivery Address:**2604, 1078,6TH AVENUE SW
CALGARY AB T2P 5N6
CANADA**Last Name, First Name, Middle Name:**

Morrow, Samuel

Mailing Address:SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**OFFICER INFORMATION AS AT September 21, 2016****Last Name, First Name, Middle Name:**

Kondratoff, Leslie Brian

Office(s) Held: (Other Office(s))**Mailing Address:**145 EVERGREEN WAY S.W.
CALGARY AB T2Y 3K8
CANADA**Delivery Address:**145 EVERGREEN WAY S.W.
CALGARY AB T2Y 3K8
CANADA**Last Name, First Name, Middle Name:**

Kumar, Pradeep

Office(s) Held: (CFO)**Mailing Address:**2604, 1078,6TH AVENUE SW
CALGARY AB T2P 5N6
CANADA**Delivery Address:**2604, 1078,6TH AVENUE SW
CALGARY AB T2P 5N6
CANADA

Date and Time: October 10, 2017 09:24 AM Pacific Time


**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

*FORM 10
BUSINESS CORPORATIONS ACT
Section 127*

Filed Date and Time: **October 5, 2015 10:50 AM Pacific Time**

Incorporation Number:

BC1049601

Name of Company:

1049601 B.C. LTD.

Date of Change of Directors

October 5, 2015

New Director(s)

Last Name, First Name, Middle Name:

Cortina, Gerardo

Mailing Address:

SUITE 2115
3 COLUMBUS CIRCLE (AKA 1775 BROADWAY)
NEW YORK NY 10019
UNITED STATES

Delivery Address:

SUITE 2115
3 COLUMBUS CIRCLE (AKA 1775 BROADWAY)
NEW YORK NY 10019
UNITED STATES

Director(s) Change of Name or Address

Last Name, First Name, Middle Name:

Morrow, Samuel

Mailing Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Director(s) as at October 5, 2015

Last Name, First Name, Middle Name:

Cortina, Gerardo

Mailing Address:

SUITE 2115
3 COLUMBUS CIRCLE (AKA 1775 BROADWAY)
NEW YORK NY 10019
UNITED STATES

Delivery Address:

SUITE 2115
3 COLUMBUS CIRCLE (AKA 1775 BROADWAY)
NEW YORK NY 10019
UNITED STATES

Last Name, First Name, Middle Name:

Morrow, Samuel

Mailing Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Date and Time: October 10, 2017 09:26 AM Pacific Time



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127

Filed Date and Time: August 31, 2016 02:45 PM Pacific Time

Incorporation Number:

BC1049601

Name of Company:

NOTINE HOLDINGS INC.

Date of Change of Directors

August 31, 2016

New Director(s)

Last Name, First Name, Middle Name:

Kondratoff, Leslie Brian

Mailing Address:

145 EVERGREEN WAY S.W.
CALGARY AB T2Y 3K8
CANADA

Delivery Address:

145 EVERGREEN WAY S.W.
CALGARY AB T2Y 3K8
CANADA

Last Name, First Name, Middle Name:

Kumar, Pradeep

Mailing Address:

2604, 1078,6TH AVENUE SW
CALGARY AB T2P 5N6
CANADA

Delivery Address:

2604, 1078,6TH AVENUE SW
CALGARY AB T2P 5N6
CANADA

Director(s) Change of Name or Address

Last Name, First Name, Middle Name:

Cortina, Gerardo

Mailing Address:BOSQUES ALISOS 47B
MEXICO 05120
MEXICO**Delivery Address:**BOSQUES ALISOS 47B
MEXICO 05120
MEXICO**Last Name, First Name, Middle Name:**

Morrow, Samuel

Mailing Address:SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA**Director(s) as at August 31, 2016****Last Name, First Name, Middle Name:**

Cortina, Gerardo

Mailing Address:BOSQUES ALISOS 47B
MEXICO 05120
MEXICO**Delivery Address:**BOSQUES ALISOS 47B
MEXICO 05120
MEXICO**Last Name, First Name, Middle Name:**

Kondratoff, Leslie Brian

Mailing Address:145 EVERGREEN WAY S.W.
CALGARY AB T2Y 3K8
CANADA**Delivery Address:**145 EVERGREEN WAY S.W.
CALGARY AB T2Y 3K8
CANADA**Last Name, First Name, Middle Name:**

Kumar, Pradeep

Mailing Address:2604, 1078,6TH AVENUE SW
CALGARY AB T2P 5N6
CANADA**Delivery Address:**2604, 1078,6TH AVENUE SW
CALGARY AB T2P 5N6
CANADA**Last Name, First Name, Middle Name:**

Morrow, Samuel

Mailing Address:SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Date and Time: October 10, 2017 09:27 AM Pacific Time



**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

*FORM 10
BUSINESS CORPORATIONS ACT
Section 127*

Filed Date and Time: **March 9, 2017 09:41 AM Pacific Time**

Incorporation Number:

BC1049601

Name of Company:

NOTINE HOLDINGS INC.

Date of Change of Directors

February 13, 2017

Director(s) who have ceased to be Directors

Last Name, First Name, Middle Name:

Cortina, Gerardo

Mailing Address:

BOSQUES ALISOS 47B
MEXICO 05120
MEXICO

Delivery Address:

BOSQUES ALISOS 47B
MEXICO 05120
MEXICO

Director(s) Change of Name or Address

Last Name, First Name, Middle Name:

Kondratoff, Leslie Brian

Mailing Address:

145 EVERGREEN WAY S.W.
CALGARY AB T2Y 3K8
CANADA

Delivery Address:

145 EVERGREEN WAY S.W.
CALGARY AB T2Y 3K8
CANADA

Last Name, First Name, Middle Name:

Kumar, Pradeep

Mailing Address:2604, 1078,6TH AVENUE SW
CALGARY AB T2P 5N6
CANADA**Delivery Address:**2604, 1078,6TH AVENUE SW
CALGARY AB T2P 5N6
CANADA**Last Name, First Name, Middle Name:**

Morrow, Samuel

Mailing Address:SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Director(s) as at February 13, 2017****Last Name, First Name, Middle Name:**

Kondratoff, Leslie Brian

Mailing Address:145 EVERGREEN WAY S.W.
CALGARY AB T2Y 3K8
CANADA**Delivery Address:**145 EVERGREEN WAY S.W.
CALGARY AB T2Y 3K8
CANADA**Last Name, First Name, Middle Name:**

Kumar, Pradeep

Mailing Address:2604, 1078,6TH AVENUE SW
CALGARY AB T2P 5N6
CANADA**Delivery Address:**2604, 1078,6TH AVENUE SW
CALGARY AB T2P 5N6
CANADA**Last Name, First Name, Middle Name:**

Morrow, Samuel

Mailing Address:SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

TAB

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REPUBLIK ÖSTERREICH
FIRMENBUCH

FB

As of 26.5.2017

Excerpt from the Business Register
with up-to-date data

FN 193086 a

The basis of this excerpt is the main register amended by data from the collection of documents.

Most recent entry dated 20.09.2016 with entry number 41

Court having jurisdiction Handelsgericht Wien

	BUSINESS NAME	
34	MFC Energy Holding Austria GmbH	
	LEGAL FORM	
1	Gesellschaft mit beschränkter Haftung	
	REGISTERED OFFICE	
1	politischer Gemeinde Wien	
	BUSINESS ADDRESS	
1	Mill.Tower 21stFloor, Handelskai 94-96 1200 Wien	
	LINE OF BUSINESS	
1	Transport von Rohstoffen	
	SHARE CAPITAL	
1	EUR 35.000	
	ANNUAL CLOSING OF ACCOUNTS DATE	
2	31. Dezember	
	ANNUAL FINANCIAL STATEMENTS (most recent entry; for additional entries see historical data)	
41	zum 31.12.2015 eingereicht am 15.09.2016	
	POWER OF REPRESENTATION	
1	Die Generalversammlung bestimmt, wenn mehrere Geschäfts- führer bestellt sind, deren Vertretungsbefugnis.	
1	Erklärung über die Errichtung der Gesellschaft vom 03.03.2000	001
2	Generalversammlungsbeschluss vom 03.07.2001 Änderung des Gesellschaftsvertrages in § 4.	002
5	Generalversammlungsbeschluss vom 12.12.2001 Neufassung der Erklärung über die Errichtung der Gesellschaft.	003
18	Generalversammlungsbeschluss vom 16.12.2005 Änderung der Errichtungserklärung in Punkt 3.	004
31	Generalversammlungsbeschluss vom 17.10.2012 Änderung des Gesellschaftsvertrages in den Punkten 1 und 3	005
32	Generalversammlungsbeschluss vom 28.05.2013 Änderung des Gesellschaftsvertrages im Punkt 1	006
34	Generalversammlungsbeschluss vom 25.03.2014 Änderung des Gesellschaftsvertrages im Punkt 1	007

APPENDIX 3H

MANAGING DIRECTOR (under commercial law)

27 B Ferdinand Steinbauer, geb. 20.09.1956
vertritt seit 15.11.2011 gemeinsam mit
einem weiteren Geschäftsführer oder mit einem Prokuristen

27 D Michael Smith, geb. 02.04.1948
vertritt seit 15.11.2011 gemeinsam mit
einem weiteren Geschäftsführer oder mit einem Prokuristen

37 N Gerardo Cortina Lelo De Larrea, geb. 26.10.1955
vertritt seit 25.08.2014 gemeinsam mit
einer Geschäftsführerin/einem Geschäftsführer oder einer
Prokuristin/einem Prokuristen

37 O Samuel Morrow, geb. 01.06.1984
vertritt seit 25.08.2014 gemeinsam mit
einer Geschäftsführerin/einem Geschäftsführer oder einer
Prokuristin/einem Prokuristen

PROKURIST (authorised officer)

36 J Roland Schulien, geb. 13.10.1952
vertritt seit 10.07.2014 gemeinsam mit
einem/einer Geschäftsführer/in oder einer/einem weiteren
Prokuristin/Prokuristen

36 K Mag. Marco Pecoraro, geb. 29.07.1975
vertritt seit 10.07.2014 gemeinsam mit
einem/einer Geschäftsführer/in oder einer/einem weiteren
Prokuristin/Prokuristen

	SHAREHOLDER/PARTNER	SHARE INTEREST	PAID IN
29	M MFC INDUSTRIAL LTD.		
35		EUR 35.000	
			EUR 35.000
	Summen:	EUR 35.000	EUR 35.000

--- PERSONS/ENTITIES -----

1 B Ferdinand Steinbauer, geb. 20.09.1956
27 Handelskai 94-96, Millennium Tower,
21st Floor
1200 Wien

5 D Michael Smith, geb. 02.04.1948
18 8th Fl., Dina H., Ruttonjee C., 11 Duddell
HKG- Central Hong Kong, Street

16 J Roland Schulien, geb. 13.10.1952
27 Handelskai 94-96, Millennium Tower,
21st Floor
1200 Wien

28 K Mag. Marco Pecoraro, geb. 29.07.1975
27 Handelskai 94-96, Millennium Tower,
21st Floor
1200 Wien

29 M MFC INDUSTRIAL LTD.
29 (Registrar of Companies Province of British
Columbia, Canada BC0778539)
29 1000 Cathedral Place, 925 West Georgia
Street
CAN- Vancouver BC V6C 3L2

37 N Gerardo Cortina Lelo De Larrea, geb. 26.10.1955
37 Bosques de Alisos 47-B, Oficina A1-01
Bosques de las Lomas Cuajimalpa, D.F.
MEX-05120 Mexico

37 O Samuel Morrow, geb. 01.06.1984
37 Handelskai 94-96
Millennium Tower, 21st Floor
1200 Wien

APPENDIX 3H

----- LIST OF ENTRIES EFFECTED -----

Handelsgericht Wien

1	eingetragen am 16.03.2000	Geschäftsfall	72 Fr	3013/00 g
	Antrag auf Neueintragung einer Firma eingelangt am 14.03.2000			
2	eingetragen am 30.08.2001	Geschäftsfall	72 Fr	10814/01 m
	Antrag auf Änderung eingelangt am 17.07.2001			
5	eingetragen am 15.01.2002	Geschäftsfall	72 Fr	519/02 g
	Antrag auf Änderung eingelangt am 08.01.2002			
16	eingetragen am 06.10.2005	Geschäftsfall	72 Fr	10946/05 t
	Antrag auf Änderung eingelangt am 27.09.2005			
18	eingetragen am 04.02.2006	Geschäftsfall	72 Fr	1158/06 g
	Antrag auf Änderung eingelangt am 30.01.2006			
27	eingetragen am 17.11.2011	Geschäftsfall	72 Fr	22049/11 y
	Antrag auf Änderung eingelangt am 15.11.2011			
28	eingetragen am 18.11.2011	Geschäftsfall	72 Fr	22207/11 f
	Einschreiten von Amts wegen			
29	eingetragen am 12.07.2012	Geschäftsfall	72 Fr	7764/12 z
	Antrag auf Änderung eingelangt am 10.07.2012			
31	eingetragen am 27.11.2012	Geschäftsfall	72 Fr	14719/12 b
	Antrag auf Änderung eingelangt am 17.10.2012			
32	eingetragen am 12.06.2013	Geschäftsfall	75 Fr	5901/13 s
	Antrag auf Änderung eingelangt am 10.06.2013			
34	eingetragen am 17.04.2014	Geschäftsfall	75 Fr	3687/14 v
	Antrag auf Änderung eingelangt am 15.04.2014			
35	eingetragen am 13.05.2014	Geschäftsfall	73 Fr	4928/14 d
	Antrag auf Änderung eingelangt am 08.05.2014			
36	eingetragen am 16.07.2014	Geschäftsfall	73 Fr	7614/14 d
	Antrag auf Änderung eingelangt am 14.07.2014			
37	eingetragen am 05.09.2014	Geschäftsfall	73 Fr	9777/14 i
	Antrag auf Änderung eingelangt am 28.08.2014			
41	eingetragen am 20.09.2016	Geschäftsfall	73 Fr	11823/16 k
	Elektronische Einreichung Jahresabschluss eingelangt am 15.09.2016			

----- INFORMATION OF THE AUSTRIAN CENTRAL BANK (OeNB) -----

zum 26.05.2017 gültige Identnummer: 4594339

generated from clearing center MANZ ***** HA021
court fees: EUR 3.36 ***** 26.05.2017 11:13:58,000 38630575 ** LINES : 102

TAB

I



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
JIXIN ENERGY INC.

Date and Time of Search: March 27, 2017 10:43 AM Pacific Time
Currency Date: January 04, 2017

HISTORICAL - Continuation Out on July 25, 2016

Incorporation Number: BC1032039
Name of Company: JIXIN ENERGY INC.
Recognition Date and Time: Incorporated on March 30, 2015 03:37 PM Pacific Time In Liquidation: No
Last Annual Report Filed: March 30, 2016 Receiver: No

COMPANY NAME INFORMATION

Previous Company Name	Date of Company Name Change
MFCE RESOURCES LTD.	December 29, 2015
1032039 B.C. LTD.	March 31, 2015

CONTINUED OUT INFORMATION

Jurisdiction: REPUBLIC OF THE MARSHALL ISLANDS
Name Company Continued Out As: JIXIN ENERGY INC.
Continuation Out Date: July 08, 2016

REGISTERED OFFICE INFORMATION

Mailing Address:	Delivery Address:
1000 CATHEDRAL PLACE	1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET	925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2	VANCOUVER BC V6C 3L2
CANADA	CANADA

RECORDS OFFICE INFORMATION

Mailing Address:	Delivery Address:
1000 CATHEDRAL PLACE	1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET	925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2	VANCOUVER BC V6C 3L2
CANADA	CANADA

DIRECTOR INFORMATION**Last Name, First Name, Middle Name:**

Djordjevic-Lausevic, Jelena

Mailing Address:MILUTINA MILANKOVICA 124/32
BEOGRAD 11 070
SERBIA**Delivery Address:**MILUTINA MILANKOVICA 124/32
BEOGRAD 11 070
SERBIA**OFFICER INFORMATION AS AT March 30, 2016****Last Name, First Name, Middle Name:**

Isui, Liao

Office(s) Held: (CFO)**Mailing Address:**UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDDLELL STREET
CENTRAL HONG KONG SAR
CHINA**Delivery Address:**UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE, 11 DUDDLELL STREET
CENTRAL HONG KONG SAR
CHINA**Last Name, First Name, Middle Name:**

Kwong, Yuet Hang Inti

Office(s) Held: (President)**Mailing Address:**UNIT 601, 6/F., CHUNG NAM
1 LOCKHART ROAD
WANCHAI SAR
HONG KONG**Delivery Address:**UNIT 601, 6/F., CHUNG NAM
1 LOCKHART ROAD
WANCHAI SAR
HONG KONG

TAB

J



**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
MFC BANCORP LTD.

Date and Time of Search: March 28, 2017 09:27 AM Pacific Time

Currency Date: January 04, 2017

ACTIVE

Incorporation Number: BC0778539

Name of Company: MFC BANCORP LTD.

Recognition Date and Time: December 28, 2006 01:50 PM Pacific Time as a result of an Amalgamation **In Liquidation:** No

Last Annual Report Filed: December 28, 2016

Receiver: No

COMPANY NAME INFORMATION

Previous Company Name

MFC INDUSTRIAL LTD.

TERRA NOVA ROYALTY CORPORATION

KHD HUMBOLDT WEDAG INTERNATIONAL LTD.

Date of Company Name Change

February 16, 2016

September 30, 2011

March 30, 2010

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation

CADE STRUKTUR CORPORATION

KHD HUMBOLDT WEDAG INTERNATIONAL LTD.

Incorporation Number in BC

C0778002

C0707841

REGISTERED OFFICE INFORMATION

Mailing Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

DIRECTOR INFORMATION**Last Name, First Name, Middle Name:**

Chatterjee, Indrajit

Mailing Address:J-1035 PALAM VIHAR
GURGAON
INDIA**Delivery Address:**J-1035 PALAM VIHAR
GURGAON
INDIA

Last Name, First Name, Middle Name:

Cortina, Gerardo

Mailing Address:BOSQUES ALISOS 47B
MEXICO 05120
MEXICO**Delivery Address:**BOSQUES ALISOS 47B
MEXICO 05120
MEXICO

Last Name, First Name, Middle Name:

Duemler, Jochen

Mailing Address:8000 ASHBORO COURT
CHEVY CHASE MD 20815
UNITED STATES**Delivery Address:**8000 ASHBORO COURT
CHEVY CHASE MD 20815
UNITED STATES

Last Name, First Name, Middle Name:

Hondl, Friedrich

Mailing Address:VENUSWEG 4
1140 VIENNA
AUSTRIA**Delivery Address:**VENUSWEG 4
1140 VIENNA
AUSTRIA

Last Name, First Name, Middle Name:

Smith, Michael John

Mailing Address:UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE
11 DUDELL STREET, CENTRAL
CHINA**Delivery Address:**UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE
11 DUDELL STREET, CENTRAL
CHINA

Last Name, First Name, Middle Name:

Stenger, Silke S.

Mailing Address:PLATZ DER EINHEIT 1
D-60327
FRANKFURT AM MAIN
GERMANY**Delivery Address:**PLATZ DER EINHEIT 1
D-60327
FRANKFURT AM MAIN
GERMANY

Last Name, First Name, Middle Name:

Zhao, Dr. Shuming

Mailing Address:33 QIUSHANYUAN, HUBINSHIJI
HUAYUAN, JIANGNING DISTRICT 211100
CHINA**Delivery Address:**33 QIUSHANYUAN, HUBINSHIJI
HUAYUAN, JIANGNING DISTRICT 211100
CHINA**OFFICER INFORMATION AS AT December 28, 2016****Last Name, First Name, Middle Name:**

Cortina, Gerardo

Office(s) Held: (CEO, President)**Mailing Address:**BOSQUES ALISOS 47B
MEXICO 05120
MEXICO**Delivery Address:**BOSQUES ALISOS 47B
MEXICO 05120
MEXICO**Last Name, First Name, Middle Name:**

Morrow, Samuel

Office(s) Held: (CFO, Other Office(s))**Mailing Address:**SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**SUITE 1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Last Name, First Name, Middle Name:**

Randall, Rene

Office(s) Held: (Secretary)**Mailing Address:**1860 - 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**1860 - 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Last Name, First Name, Middle Name:**

Smith, Michael John

Office(s) Held: (Other Office(s))**Mailing Address:**UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE
11 DUDELL STREET, CENTRAL
CHINA**Delivery Address:**UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE
11 DUDELL STREET, CENTRAL
CHINA**Last Name, First Name, Middle Name:**

Steinbauer, Ferdinand

Office(s) Held: (Treasurer)**Mailing Address:**1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
0778539 B.C. LTD.

Date and Time of Search: October 11, 2017 09:58 AM Pacific Time
Currency Date: September 20, 2017

HISTORICAL - Continuation Out on July 20, 2017

Incorporation Number: BC0778539
Name of Company: 0778539 B.C. LTD.
Recognition Date and Time: December 28, 2006 01:50 PM Pacific Time as a result of an Amalgamation In Liquidation: No
Last Annual Report Filed: December 28, 2016 Receiver: No

COMPANY NAME INFORMATION

Previous Company Name	Date of Company Name Change
MFC BANCORP LTD.	July 14, 2017
MFC INDUSTRIAL LTD.	February 16, 2016
TERRA NOVA ROYALTY CORPORATION	September 30, 2011
KHD HUMBOLDT WEDAG INTERNATIONAL LTD.	March 30, 2010

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation	Incorporation Number in BC
CADE STRUKTUR CORPORATION	C0778002
KHD HUMBOLDT WEDAG INTERNATIONAL LTD.	C0707841

CONTINUED OUT INFORMATION

Jurisdiction: MARSHALL ISLANDS
Name Company Continued Out As: 0778539 B.C. LTD.
Continuation Out Date: July 18, 2017

REGISTERED OFFICE INFORMATION

Mailing Address:	Delivery Address:
1000 CATHEDRAL PLACE	1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET	925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2	VANCOUVER BC V6C 3L2
CANADA	CANADA

RECORDS OFFICE INFORMATION**Mailing Address:**

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:

1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

DIRECTOR INFORMATION**Last Name, First Name, Middle Name:**

Smith, Michael John

Mailing Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE
11 DUDELL STREET, CENTRAL
CHINA

Delivery Address:

UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE
11 DUDELL STREET, CENTRAL
CHINA

OFFICER INFORMATION AS AT December 28, 2016**Last Name, First Name, Middle Name:**

Cortina, Gerardo

Office(s) Held: (CEO, President)**Mailing Address:**

BOSQUES ALISOS 47B
MEXICO 05120
MEXICO

Delivery Address:

BOSQUES ALISOS 47B
MEXICO 05120
MEXICO

Last Name, First Name, Middle Name:

Morrow, Samuel

Office(s) Held: (CFO, Other Office(s))**Mailing Address:**

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

SUITE 1860, 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Last Name, First Name, Middle Name:

Randall, Rene

Office(s) Held: (Secretary)**Mailing Address:**

1860 - 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Delivery Address:

1860 - 400 BURNARD STREET
VANCOUVER BC V6C 3A6
CANADA

Last Name, First Name, Middle Name:

Smith, Michael John

Office(s) Held: (Other Office(s))**Mailing Address:**UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE
11 DUDELL STREET, CENTRAL
CHINA**Delivery Address:**UNIT 803, 8/F, DINA HOUSE
RUTTONJEE CENTRE
11 DUDELL STREET, CENTRAL
CHINA

Last Name, First Name, Middle Name:

Steinbauer, Ferdinand

Office(s) Held: (Treasurer)**Mailing Address:**1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA**Delivery Address:**1860, 400 BURRARD STREET
VANCOUVER BC V6C 3A6
CANADA

Date and Time: October 10, 2017 03:12 PM Pacific Time


**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127

Filed Date and Time: June 6, 2016 10:08 AM Pacific Time

Incorporation Number:

BC0693536

Name of Company:

0693536 B.C. LTD.

Date of Change of Directors

June 6, 2016

New Director(s)

Last Name, First Name, Middle Name:

Djordjevic-Lausevic, Jelena

Mailing Address:

MILUTINA MILANKOVICA 124/32
BEOGRAD 11 070
SERBIA

Delivery Address:

MILUTINA MILANKOVICA 124/32
BEOGRAD 11 070
SERBIA

Director(s) who have ceased to be Directors

Last Name, First Name, Middle Name:

Kwong, Yuet Hang Inti

Mailing Address:

UNIT 601, 6/F. CHUNG NAM
BUILDING, 1 LOCKHART ROAD, WANCHAI
HONG KONG SAR
CHINA

Delivery Address:

UNIT 601, 6/F. CHUNG NAM
BUILDING, 1 LOCKHART ROAD, WANCHAI
HONG KONG SAR
CHINA

Director(s) as at June 6, 2016

Last Name, First Name, Middle Name:

Djordjevic-Lausevic, Jelena

Mailing Address:

MILUTINA MILANKOVICA 124/32

BEOGRAD 11 070

SERBIA

Delivery Address:

MILUTINA MILANKOVICA 124/32

BEOGRAD 11 070

SERBIA

TAB

K

[Previous](#)***Company Profile***Company Name: **M FINANCIAL CORP.**Company Type: **INTERNATIONAL BUSINESS COMPANY**Company Number: **33886**Name Reservation Date: **2010-10-29** Incorp. Date: **2010-10-28** Reg. Date: **0**

Company Standing: (Blank = Active)

Company Sub-Type Code:

Registered Agent: **999** **Miscellaneous Agent**

Agent Address:

Registered Office: **GEORGE WALTON PAYNE & CO., SUITES 205-207 DOWELL HOUSE,
ROEBUCK & PALMETTO STREETS, BRIDGETOWN, BARBADOS.**Mailing Address:
(If not agent addr or
Registered Office) **SAME AS ABOVE**Nature of Business: **HOLDING SHARES IN OPERATING SUDSIDARIES AROUND THE
WORLD**

-----Dates-----	
Commenced Business:	Ceased Business:
Struck Off:	Restored:
Amalgamated:	Cancelled:
Intent to Dissolve:	Dissolved:
Continued:	Discontinued:
Terminated:	
Intent to Resign:	First Gazette Notice:
Agent Resigned:	Last Company Return:
Re-Registration:	Amendment to M/A: 18-01-2016
Agent Internal #:	Number of Shares:
	Type of Shares Allowed:
Capital, Base Currency:	N=No Par Shares: ParV:
Currency if not Base:	Cap \$ if not Base:
	Cap at Time of Incorp:

[Previous](#)***Company Directors/Officers***Company Name: **M FINANCIAL CORP.**Company Type: **INTERNATIONAL BUSINESS COMPANY**Company Number: **33886**

Last Name	First Name	Title	Date Appointed	Date Resigned
CSUMRIK	DAVID G.	DIRECTOR	10-10-28	11-01-07
KING KITTY	WONG SIU	DIRECTOR	14-02-12	
PRAKASH	RAVIN	DIRECTOR	12-01-07	14-02-12
SMITH	MICHAEL J.	DIRECTOR	11-01-07	

[Previous](#)***Company Transactions***Company Name: **M FINANCIAL CORP.**Company Type: **INTERNATIONAL BUSINESS COMPANY**Company Number: **33886**

Transaction Date/ Time	Code	Description	Fee Amount	Lic Year
-17-1502 1525	902	Change of Registered Office - Local Changed from THE BUSINE+ to GEORGE WAL+		
28-10-2010	1	Articles of Incorporation	780.00	
13-01-2011	5	Articles of Amendment	25.00	
03-02-2011	9	Notice of Directors/Change of Directors	25.00	
16-03-2011	A36	List Directors/S'tary /Auditors/Officers	25.00	
27-05-2011	A36	List Directors/S'tary /Auditors/Officers	25.00	
05-08-2011	5	Articles of Amendment	25.00	
02-02-2012 1428	9	Notice of Directors/Change of Directors	25.00	
13-02-2012 1428	A36	List Directors/S'tary /Auditors/Officers	25.00	
13-02-2012 1428	A36	List Directors/S'tary /Auditors/Officers	25.00	
10-07-2012 1149	925	Change of Registered Office and Agent Changed from 999 to 999		
22-08-2012 1428	A36	List Directors/S'tary /Auditors/Officers	25.00	
22-08-2012 1428	A36	List Directors/S'tary /Auditors/Officers	25.00	
21-05-2013 1428	A36	List Directors/S'tary /Auditors/Officers	25.00	
21-05-2013 1428	A36	List Directors/S'tary /Auditors/Officers	25.00	
24-05-2013 1428	A22	Corporate Instruments	25.00	
24-02-2014 1428	9	Notice of Directors/Change of Directors	25.00	
11-02-2015 1428	4	Notice of Address/Change of Address	25.00	
27-04-2015 1428	A36	List Directors/S'tary /Auditors/Officers	25.00	
27-04-2015 1428	A36	List Directors/S'tary /Auditors/Officers	25.00	
18-01-2016 1428	5	Articles of Amendment	25.00	

[Previous](#)***Company Payments***Company Name: **M FINANCIAL CORP.**Company Type: **INTERNATIONAL BUSINESS COMPANY**Company Number: **33886**

Pmt Date	Code	Description	Fee Amount	Lic Year	Receipt#
24-02-2014	9	Notice of Directors/Change of Directors	25.00	0	484399
24-05-2013	A144	Corporate Instrument of Change CERT.OF INCUMBENCY	25.00	0	470942
05-08-2011	5	Articles of Amendment	25.00	0	437378
28-10-2010	1	Articles of Incorporation	750.00	0	422843
28-10-2010	33	Name Search And Name Reservation	30.00	0	422843

Previous

Company Particulars/Notes

Company Name: **M FINANCIAL CORP.**

Company Type: **INTERNATIONAL BUSINESS COMPANY**

Company Number: **33886**

**THERE SHALL BE A MINIMUM OF ONE (1) AND A MAXIMUM OF TEN (10)
DIRECTORS. PREVIOUS ADDRESS- THE BUSINESS CENTRE, UPTON,
ST.MICHAEL, BARBADOS BB11103**

[Previous](#)

Company Name: **M FINANCIAL CORP.**

Company Type: **INTERNATIONAL BUSINESS COMPANY**

Company Number: **33886**

Scanned Documents

To display a document, select the document description.
 Note: .AFP Viewer is required - Click [here](#) here to obtain the latest viewer.

Doc Date Description

28-10-2010	Certificate of Incorporation
28-10-2010	Name Search & Name Reservation
28-10-2010	Notice of Address/Change Addre
28-10-2010	Notice of Directors
28-10-2010	Declaration
28-10-2010	Articles of Incorporation
28-10-2010	RPT
13-01-2011	Certificate of Amendment
13-01-2011	Articles of Amendment
03-02-2011	Notice of Directors
16-03-2011	Directors/S'tary/Auditors/Offi
27-05-2011	Directors/S'tary/Auditors/Offi
05-08-2011	Certificate of Amendment
05-08-2011	Articles of Amendment
05-08-2011	Articles of Amendment Part 2
02-02-2012	Notice of Directors
13-02-2012	Directors/S'tary/Auditors/Offi
13-02-2012	Directors/S'tary/Auditors/Offi
22-08-2012	Directors/S'tary/Auditors/Offi
22-08-2012	Directors/S'tary/Auditors/Offi
21-05-2013	Directors/S'tary/Auditors/Offi
21-05-2013	Directors/S'tary/Auditors/Offi
24-05-2013	Corporate Instruments
24-02-2014	Notice of Directors
11-02-2015	Notice of Address/Change Addre
27-04-2015	Directors/S'tary/Auditors/Offi
27-04-2015	Directors/S'tary/Auditors/Offi
18-01-2016	Certificate of Amendment
18-01-2016	Articles of Amendment
18-01-2016	Articles of Amendment Part 2

Electronic Documents

No eDocs exist

TAB L

**REPUBLIC OF THE MARSHALL ISLANDS
NON-RESIDENT ENTITY REPORT**

THIS IS NOT A STATEMENT OF GOOD STANDING

The information provided in this application is real time and reflects the information as of 05-OCT-2017 06:18:51 PM (GMT +00:00).

Entity Number: 80230
Entity Name: Energy Leasing Partners Ltd.
Entity Status: Active
Entity Type: Corporation
Existence Date 11-NOV-2015

REGISTERED AGENT INFORMATION

Name: THE TRUST COMPANY OF THE MARSHALL ISLANDS, INC.
Address: Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro,
Republic of the Marshall Islands, MH 96960

TAB

4

THIS DEMAND LOAN AGREEMENT dated as of the 30th day of June, 2015.

BETWEEN:

1041189 B.C. LTD., a British Columbia company, having an office at 400 Burrard Street, Suite 1860, Vancouver, British Columbia V6C 3A6

AND:

MFC RESOURCE PARTNERSHIP, a British Columbia general partnership, having an office at 400 Burrard Street, Suite 1860, Vancouver, British Columbia V6C 3A6

WHEREAS:

- A. The Borrower has requested that the Lender provide the Loan; and
- B. The Lender has agreed to provide the Loan to the Borrower, upon the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective agreements hereinafter set forth and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto acknowledge, covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

When used in this Agreement (including the recitals), the following terms shall, unless otherwise expressly provided, have the following meanings, respectively:

"**Advance Date**" means June 30, 2015;

"**Affiliate**" means an entity (whether or not incorporated), controlling, controlled by, or under common control with the Lender;

"**Agreement**" means this loan agreement, as supplemented, amended or otherwise modified, extended, renewed or replaced from time to time by any written agreement supplemental or ancillary hereto; and the expressions "**Article**" and "**Section**" followed by a number mean, and refer to, the specified Article or Section of this Agreement;

"**Borrower**" means MFC Resource Partnership and its successors and assigns;

"**Business**" means the business of the Borrower as conducted on the Advance Date;

"**Business Day**" means any day other than a day which is a Saturday, Sunday or statutory holiday in British Columbia;

{00128572.4}

"Debt" of any Person means: (i) all indebtedness of such Person for and in respect of borrowed money, including obligations with respect to bankers' acceptances, letters of credit and letters of guarantee; (ii) all indebtedness of such Person for the deferred purchase price of property or services represented by a note or other evidence of indebtedness or other security; (iii) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights or remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (iv) all obligations under leases which, in accordance with IFRS (or accounting principles generally accepted in the jurisdiction of incorporation or organization of such Person), are recorded as capital leases in respect of which such Person is liable as lessee; (v) the aggregate amount at which any shares in the capital of such Person which are redeemable or retractable at the option of the holder thereof may be retracted or redeemed; and (vi) all Debt Guaranteed;

"Debt Guaranteed" by any Person means the maximum amount which may be outstanding at any time of all Debt of the kind referred to in (i) through (v) of the definition of Debt which is directly or indirectly guaranteed by such Person or such Person agreed (contingently or otherwise) to purchase or otherwise acquire, or in respect of which such Person is otherwise assured a creditor against loss by means of an indemnity, security or bond;

"Default" means an event which, with the giving of notice or passage of time or both, would constitute an Event of Default;

"Event of Bankruptcy" means, in respect of any Person, that such Person shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against any such Person seeking to adjudicate it a bankrupt or insolvent or seeking liquidation, winding-up, a reorganization, arrangement, adjustment, protection, relief or a composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, including, without limitation, the *Companies' Creditors Arrangement Act* (Canada), or seeking the entry of an order for relief or for the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against such Person (but not instituted by such Person), either such proceeding shall remain undismissed or unstayed for a period of 5 days or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against such Person or for the appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its property) shall occur; or such Person shall take any action to authorize any of the actions set forth above;

"Event of Default" means any of the events of default described in Section 5.1 hereof;

"Law" means any law (including common law and equity), constitution, statute, order, treaty, regulation, rule, ordinance, order, injunction, writ, judgment, determination, decree or award of any Official Body;

"Lender" means 1041189 B.C. Ltd. and its successors and assigns;

"Lien" means any mortgage, pledge, lien, hypothecation, security interest or other encumbrance or charge (whether fixed, floating or otherwise) or title retention, any right of set-off (arising otherwise than by operation of Law) and any deposit of monies under any agreement or arrangement whereby such monies may be withdrawn only upon the fulfilment of any condition as to the discharge of any other indebtedness or other obligation to any creditor, or any right of or arrangement of any kind with any creditor to have its claim satisfied prior to other creditors with or from the proceeds of any properties, assets or revenues of any kind now owned or later acquired;

"Loan" means the loan of the Principal Sum (and any interest thereon) by the Lender to the Borrower upon the terms and conditions set out in this Agreement;

"Material Adverse Effect" means: (i) a material adverse effect on the property or assets of the Business or the Borrower; (ii) a material adverse effect on the capital structure or condition or prospects, financial or otherwise, of the Business or the Borrower; or (iii) a material adverse effect on the ability of the Borrower to perform and comply with the Agreement or to pay or perform any of its obligations hereunder, including with respect to the repayment of principal and interest;

"Note" means the promissory note dated the date hereof and delivered by the Borrower to the Lender, evidencing the indebtedness of the Borrower to the Lender hereunder, a form of which is attached hereto as Schedule "A";

"Official Body" means any government or political subdivision or any agency (including, without limitation, any licensing or regulatory agency), body, office, authority, bureau, central bank, monetary authority, commission, department or instrumentality thereof, or any court, board, tribunal, grand jury or arbitrator, commission or instrumentality thereof, whether foreign or domestic and, when used in the context of a particular Person, having jurisdiction over such Person;

"Permitted Encumbrances" means (i) Liens of property of the Borrower in favour of the Lender; (ii) Liens pursuant to the royalty arrangement between the Borrower and Caledonian Royalty Corporation; (iii) survey exceptions, encumbrances, easements, reservations of rights for rights of way, zoning or other restrictions as to the use of properties which were not incurred or created to secure Debt and which do not materially adversely affect the value of such properties or materially impair their use in the Business; (iv) Liens for taxes, assessments and governmental charges which are not yet delinquent or which are being contested in good faith; (v) Liens arising from precautionary PPSA filings regarding operating leases or consignments; (vi) carriers', warehousemen's, mechanics', materialmen's, repairmen's, construction and other similar Liens arising by operation of Law arising in the ordinary course of the Business which are not overdue by more than 30 days or which are being contested in good faith and which have been appropriately reserved for on the Borrower's books and records; (vii) statutory Liens incurred or pledges or deposits made under workers' compensation, unemployment insurance and other social security legislation; (viii) Liens or deposits to secure the performance of bids, tenders, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature (other than for borrowed money) incurred in the ordinary course of the Business; (ix) undetermined or inchoate Liens and charges arising or potentially arising under statutory provisions which have not at the time been filed or registered in

accordance with applicable Law or of which written notice has not been duly given in accordance with applicable Law or which, although filed or registered, relate to obligations not due or delinquent; (x) rights reserved to or vested in Official Bodies by statute or by the terms of leases, licenses, franchises, grants or permits, which affect any land, to terminate the leases, licenses, franchises, grants or permits or to require annual or other periodic payments as a condition of the continuance thereof; (xi) securities to public utilities or any municipalities or Official Bodies when required in connection with the supply of services or utilities; (xii) statutory Liens incurred or pledges or deposits made in favour of an Official Body to secure the performance of obligations under environmental Laws to which any assets of the Borrower are subject; (xiii) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower provided that such was Lien (A) was not created in contemplation of or in connection with such acquisition, (B) does not apply to any other assets or property of the Borrower and (C) such Lien shall secure only those obligations which it secures on the date of such acquisition; (xiv) Liens on Petroleum Substances or the proceeds of the sale of Petroleum Substances granted or assumed by the Borrower in the ordinary course of its Business pursuant to a processing or transmission arrangement entered into or assumed by the Borrower in the ordinary course of its Business, securing the repayment of its obligations in respect of the fees, costs and expenses attributable to the processing or transmission (as the case may be) of any such Petroleum Substances, provided that the obligations secured thereby are not overdue or delinquent (or if overdue or delinquent are being contested diligently and in good faith by appropriate proceedings); and (xv) any other Liens which the Lender may time to time consent to.

"Person" means an individual, a partnership, a corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture or other entity, or a foreign state or a political subdivision thereof or any agency of such state or subdivision;

"Petroleum Substances" means petroleum, crude oil, crude bitumen, synthetic crude oil, oil sands, bituminous sands, natural gas, natural gas liquids, condensate, related hydrocarbons and any and all other substances, whether liquid, solid or gaseous, whether hydrocarbons or not, produced or producible in association with or derived from any of the foregoing, including hydrogen sulphide, sulphur and coke.

"Principal Sum" means thirty seven million five hundred seventy thousand five hundred dollars (\$37,570,500);

"Security Agreement" means the Security Agreement dated the date hereof between the Borrower and the Lender, a form of which is attached hereto as Schedule "B".

"Security Documents" means the Security Agreement, along with any mortgages, registration, security filings and other documents evidencing or granting a security interest in favour of the Lender as security for the Loan and the other amounts payable hereunder;

1.2 Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement

1.3 Gender and Number

Words imparting the singular number include the plural and vice-versa and words imparting gender include the masculine, feminine and gender neutral as the context requires.

1.4 Amendment

No amendment or waiver of any provision of this Agreement, nor any consent to any departure by the parties therefrom, shall in any event be effective unless the same shall be in writing and signed by each party hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

1.5 Severability

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

1.6 Currency

Unless otherwise specified herein all references to "dollars" or "\$" shall be references to the currency of Canada.

1.7 Schedule(s)

The schedule(s) and any other documents attached or referred to in this Agreement are an integral part of this Agreement.

**ARTICLE 2
LOAN AND NOTE****2.1 Loan**

The Lender, relying on each of the representations and warranties set out herein and subject to the terms and conditions of this Agreement, shall lend to the Borrower on the Advance Date the Principal Sum.

2.2 Note

The indebtedness made pursuant to Section 2.1 hereof is evidenced by the Note.

2.3 Interest

Upon the occurrence of an Event of Default, any amounts unpaid and outstanding under this Agreement shall, to the extent permissible under applicable law, accrue interest at 5% per annum, calculated daily and payable on demand.

2.4 Security

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As general and continuing security for the performance of all obligations of the Borrower hereunder, and prompt payment when due by the Borrower of the Principal Sum and all interest and other monies from time to time owing by the Borrower hereunder, the Borrower shall execute and deliver or cause to be executed and delivered the Security Agreement and the other Security Documents.

ARTICLE 3 REPAYMENT OF PRINCIPAL AND INTEREST

3.1 Repayment on Demand

The Borrower shall immediately repay to the Lender the balance of the Principal Sum outstanding under this Agreement, all accrued and unpaid interest if any and all other monies owing to the Lender hereunder ON DEMAND (whether or not a Default or Event of Default has occurred and is continuing).

3.2 Acknowledgment of Demand Nature

The Borrower acknowledges that the Loan is made available by the Lender on a demand basis and the Lender is entitled to demand payment by the Borrower of the Loan or any other amounts payable hereunder at any time notwithstanding that the Borrower is in compliance with all its covenants herein.

3.3 Borrower's Right to Prepay the Loan

The Borrower may prepay all or part of the Loan from time to time, without penalty or premium, at any time and any such payment shall be applied all follows: (a) first, against fees and expenses payable or reimbursable to the Lender hereunder or under any Security Document, (b) second, against all accrued and unpaid interest, if any, outstanding hereunder; and (c) third, against the outstanding principal amount of the Loan.

3.4 Method and Place of Payment of Principal and Interest

All payments to be made hereunder shall be made by the Borrower to the Lender on the day that such payment is due at the Lender's address provided for in this Agreement. Whenever any payment to be made hereunder shall be stated to be done on a day which is not a Business Day, such payment may be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of the payment of interest hereunder, but shall not in any event operate as a waiver by the Lender of any of its rights. The Borrower shall make and deliver to the Lender all payments hereunder by certified cheque or bank draft, or as otherwise directed by the Lender.

3.5 Set-Off

Without limitation to any other rights or remedies of Lender provided hereunder, the Lender shall have the right at all times, without prior notice to the Borrower (which notice is hereby waived to the maximum extent permitted by law), to set-off or recoup any repayment or

prepayment made hereunder against any financial obligation now and hereafter owing by the Borrower to or for the credit or account of the Lender or any of its Affiliates.

ARTICLE 4 NOTE

4.1 Conflicts

If a conflict or inconsistency exists between a provision of this Agreement and the terms of the Note, the terms of this Agreement shall prevail.

4.2 Discharge of Note

Upon payment in full of the Principal Sum outstanding under this Agreement, all accrued and unpaid interest if any and all other monies owing to the Lender hereunder, the Lender shall forthwith, upon receipt of written notice by the Borrower requesting a release of all claims under the Note, cancel and/or deliver the Note to the Borrower at the Borrower's address provided for in this Agreement.

ARTICLE 5 EVENTS OF DEFAULT

5.1 Events of Default

It shall be an Event of Default hereunder if:

- (a) Representations and Warranties. Any representation or warranty made by the Borrower herein or any representation, warranty or certification made by the Borrower (or any of their officers) in any certificate or other writing delivered in connection with this Agreement, including the Security Documents, or any representation or warranty deemed to be made by the Borrower herein or therein, shall prove to have been incorrect in any material respect when made or deemed to be made.
- (b) Failure to Observe Covenants. The Borrower shall fail to observe any of the covenants or agreements contained in this Agreement (including without limitation those set forth in Section 6.2 and 6.3 hereof) or in the Security Documents.
- (c) Cross-Default. The Borrower shall fail to pay the principal of or premium or interest on any Debt which is outstanding in an aggregate principal amount in excess of \$100,000 (or the equivalent amount in any other currency) in respect of the Borrower when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or any other event shall occur or condition shall exist, and shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to any such Debt, if the effect of

such event or condition is to accelerate, or to permit the acceleration of, the maturity of Debt of the Borrower which is outstanding in an aggregate principal amount exceeding \$100,000 (or the equivalent amount in any other currency).

- (d) Event of Bankruptcy. The Borrower shall commit or permit to exist any Event of Bankruptcy.
- (e) Judgments. Any judgment or order for the payment of money in excess of \$100,000 in respect of the Borrower shall be rendered against the Borrower.
- (f) Unenforceability. This Agreement or any Security Document shall for any reason (other than in accordance with the respective terms hereof or thereof or with the consent of the Lender) cease to be in full force and effect or shall be declared null and void, or the validity or enforceability hereof or thereof shall be contested by the Borrower, or the Borrower shall deny that it has any further liability or obligation hereunder or thereunder.
- (g) Cessation of Business. The Borrower shall cease to carry on the Business or any material part of the Business conducted by it.
- (h) Material Adverse Effect. There occurs any change, condition, event or occurrence which when considered individually or together with all other changes, conditions, events or occurrences could reasonably be expected to have a Material Adverse Effect.
- (i) Security Documents. Any of the following shall have occurred (i) a default or event of default shall have occurred under any Security Document; (ii) the repudiation or disaffirmation by the Borrower of the Liens granted under the Security Documents or of any of its obligations granted thereunder; or (iii) for any reason, the Borrower shall cease to have a valid, perfected and first priority security interest in the collateral granted under the Security Documents.

5.2 Remedies

Upon the occurrence of an Event of Default, and at any time thereafter, provided the Event of Default has not been waived by the Lender or the Borrower has not remedied all outstanding Events of Default, or upon a demand in accordance with Article 3, the Lender may, by notice to the Borrower:

- (a) declare the Loan and all monies owing or accruing to the Lender under this Agreement to be immediately due and payable with interest accruing thereafter at the rate of interest provided for in Section 2.3 herein to the date of actual payment thereof, without presentment, demand, protest or other notice of any kind to the Borrower, all of which is hereby expressly waived; *provided*, that, in the case of an Event of Default under Section 5.1(d), the Loan and all monies owing or accruing to the Lender under this Agreement shall become immediately due and payable without the giving of notice by or any other action of the Borrower; and
- (b) enforce all rights and remedies granted hereunder.

ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of the Borrower

The Borrower represents and warrants to the Lender as follows:

- (a) Organization. The Borrower is a general partnership, duly organized and validly subsisting under the laws of British Columbia.
- (b) Power. The Borrower has full partnership right, power and authority to enter into and perform its obligations under this Agreement and the Security Documents and has full right, power and authority to own and operate its properties and to carry on the Business.
- (c) No Conflict. The execution and delivery by the Borrower of this Agreement and the Security Documents and the performance of the Borrower of its obligations hereunder and thereunder, do not and will not: (i) conflict with or result in a breach of any of the terms, conditions or provisions of (A) its partnership agreement and any other constating documents; (B) any Law applicable to or binding on the Borrower; or (C) any contractual restriction binding on or affecting the Borrower or its properties the breach of which would have a Material Adverse Effect; or (ii) result in, or require or permit: (A) the imposition of any Lien on or with respect to the properties now owned or hereafter acquired by the Borrower; or (B) the acceleration of the maturity of any Debt of the Borrower under any contractual provision binding on or affecting the Borrower.
- (d) Authorization and Approvals. The execution and delivery by the Borrower of this Agreement and the Security Documents and the performance of the Borrower of its obligations hereunder and thereunder, has been duly authorized by all necessary action on the part of the Borrower and no authorization under any applicable Law and no registration, qualification, designation, declaration or filing with any Official Body having jurisdiction over the Borrower, is or was necessary therefor (other than with respect to the routine filing of the Security Documents with appropriate Official Bodies).
- (e) Execution and Binding Obligation. This Agreement, the Note and the Security Documents have been duly authorized and executed by the Borrower and, when delivered, will constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, subject only to (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally; and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (f) Consents. The Borrower possesses all consents and authorizations under any applicable Law which are necessary in connection with the operation of the

Business, the non-possession of which could reasonably be expected to have a Material Adverse Effect. All such consents and authorizations are in full force and effect and the Borrower is not in default in any respect thereunder, which default would have a Material Adverse Effect. No action exists, is pending or threatened which has as its object the revocation, amendment or qualification of any consent or authorization.

- (g) No Violation of Agreements. The Borrower is not in default under any material indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it or any of its property may be bound, which default could have a Material Adverse Effect

6.2 Affirmative Covenants by Borrower

Until all amounts owed by the Borrower hereunder are paid and satisfied in full and this Agreement has been terminated, the Borrower shall, unless the Lender otherwise consents in accordance with the provisions of this Agreement:

- (a) Reporting. Deliver to the Lender: (i) promptly upon the Borrower obtaining knowledge of any Default or Event of Default, written notice specifying the nature thereof and the action the Borrower proposes to take or has taken with respect thereto; (ii) promptly upon the Borrower obtaining knowledge of the commencement thereof, written notice of any litigation, including arbitration, and of any proceedings before any Official Body against the Borrower, where the amount involved exceeds \$10,000; and (iii) promptly upon the Borrower obtaining knowledge of any default, or event, condition or occurrence which with notice or lapse of time, or both, would constitute a default, under any agreement for borrowed money to which the Borrower is a party and under which the Borrower owes at least \$10,000 or the equivalent amount in another currency.
- (b) Corporate Existence. Preserve and maintain in full force and effect: (i) its corporate existence and all qualifications to carry on the Business, including without limitation, all rights (statutory and other); and (ii) obtain and maintain all consents and authorizations relating thereto non-compliance with which would have a Material Adverse Effect.
- (c) Compliance with Laws, etc.. Comply with all applicable Laws, the non-compliance with which would have a Material Adverse Effect.
- (d) Maintenance of Property. Maintain all of its property necessary and useful in the conduct of its business in good operating condition and repair, ordinary wear and tear and casualty events accepted.
- (e) Security Documents. Duly observe and perform or cause to be observed and performed each and all of the covenants and agreements required by it to be performed and observed as set forth in the Security Documents.

- (f) Preservation of Security Interests. Maintain in full force and effect at all times all security interests granted to the Lender pursuant to the Security Documents, which shall at all times be perfected first priority security interests, and shall not take any steps in furtherance of releasing or challenging the validity of such security interests prior to the repayment in full of all amounts owing hereunder and under the Note without the prior written consent of the Lender.
- (g) Further Assurances. At its cost and expense, upon request by the Lender, duly execute and deliver, or cause to be duly executed and delivered, to the Lender, such further instruments and do and cause to be done such other acts as may be necessary or proper in the reasonable opinion of the Lender to carry out more effectually the provisions and purposes of this Agreement and the Security Documents.

6.3 Negative Covenants by Borrower

Until all amounts owed by the Borrower hereunder are paid and satisfied in full and this Agreement has been terminated, the Borrower shall not, unless the Lender otherwise consents in accordance with the provisions of this Agreement:

- (a) Liens. Create, incur, assume or suffer to exist any Lien on any of its property or assets now owned or hereafter acquired other than the Liens created by the Permitted Encumbrances.
- (b) Disposal of Assets. Sell, exchange, lease, release or abandon or otherwise dispose of any of its property or assets having an aggregate book value, or aggregate book value of net proceeds on such disposal, of more than \$100,000 in any 12 month period, other than sales of inventory in the ordinary course of business, casualty events and sales of obsolete assets.
- (c) Mergers, etc.. Enter into or agree to enter into any transaction (whether by way of reconstruction, reorganization, consolidation, combination, amalgamation, merger, transfer, sale, lease, modification or otherwise), with the exception of any business combinations to be entered into between the Lender and the Borrower, whereby: (i) all or substantially all of the Borrower's undertaking, property or assets will become the property of any other Person or the continuing Borrower resulting therefrom; (ii) there would be permitted any change in the direct or indirect control of the Borrower; or (iii) the corporate structure of the Borrower would be modified, changed, altered or amended in any manner.
- (d) Distributions. Make or allow any payment on account of a redemption or a distribution or return of capital (including, without limitation, cash dividends or any repayment of shareholder loans or distributions) to any shareholder or holder of securities.

ARTICLE 7 GENERAL PROVISIONS

7.1 Notices

Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery, mail or courier or by transmittal by facsimile transmission addressed to the respective parties as follows:

To the Borrower:	MFC Resource Partnership Attention: Management Committee 400 Burrard Street, Suite 1860 Vancouver, British Columbia V6C 3A6
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To the Lender:	1041189 B.C. Ltd. 400 Burrard Street, Suite 1860 Vancouver, British Columbia V6C 3A6
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with a copy to, which shall not constitute service:	Sangra Moller LLP 1000 – 925 West Georgia Street Vancouver, British Columbia V6C 3L2 Fax: (604) 669-8803
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or to such other address or facsimile number as any party may from time to time notify the others in accordance with this Section. Any demand, notice or communication, (i) if made or given by personal delivery, mail or courier, shall be conclusively deemed to have been given on the day of actual delivery thereof if it was a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (ii) if made or given by facsimile, shall be conclusively deemed to have been given on the first Business Day following the transmittal thereof.

7.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of British Columbia located in Vancouver, British Columbia with respect to any matters arising out of this Agreement.

7.3 Assignment

The Borrower may not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Lender's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Lender may freely assign its rights and obligations under this Agreement at any time, upon written notice to the Borrower. Subject to the limits on

assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

7.4 Time of the Essence

Time shall be of the essence hereof.

7.5 Expense Reimbursement

The Borrower shall pay or cause to be paid and shall indemnify and save the Lender harmless against liability for the payment of all reasonable out-of-pocket expenses, including without limitation:

- (a) counsel, assessment or compliance review fees and disbursements (including legal fees and disbursements on a solicitor and a solicitor's own client basis) incurred by the Lender in respect of the negotiation of the Loan and the registration and filing of any Security Documents;
- (b) counsel, assessment or compliance review fees and disbursements (including legal fees and disbursements on a solicitor and a solicitor's own client basis) incurred by the Lender in connection with: (i) the development, preparation, execution and interpretation of this Agreement, Security Documents or any other agreement or instrument contemplated hereby; (ii) advice of counsel to the Lender with respect to the administration of the Loan or any transaction contemplated hereunder; (iii) the enforcement or preservation of rights under the refinancing, renegotiation or restructuring of this Agreement, Security Documents or any other agreement or instrument contemplated hereby; (iv) any requested amendments, waivers or consents pursuant to the provisions hereof, including such expenses as may be incurred by the Lender in the collection of the amounts outstanding hereunder or any litigation, proceeding, dispute or so-called "work-out" in any way relating to this Agreement or the Security Documents; and
- (c) all such expenses in connection with: (i) the Borrower's failure to make any payment, repayment or prepayment on the date required hereunder or specified by it in any notice given hereunder; and (ii) the Borrower's failure to give any notice required to be given by it to the Lender hereunder or under the Security Documents;

7.6 Counterparts

This Agreement may be executed in several parts in the same form and by facsimile and such parts as so executed shall together constitute one original document and such parts, if more than one, shall be read together and construed as if all the signing parties had executed one copy of the said Agreement.

7.7 Entire Agreement

Save as provided herein and in the instruments and documents contemplated and provided for

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hereunder, this Agreement contains the whole agreement between the parties with respect to the Loan and there are no other terms, conditions representations or warranties with respect thereto, except as contained herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed effective as of the date first above written.

1041189 B.C. LTD.

Name:
Title:

MFC RESOURCE PARTNERSHIP

Name:
Title: Authorized Signatory

Name:
Title: Authorized Signatory

Signature Page to Loan Agreement

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A-1

Schedule "A" – Form of Promissory Note

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B-1

Schedule "B" – Form of Security Agreement

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TAB

5

PROMISSORY NOTE

PRINCIPAL AMOUNT: \$37,570,500

DUE ON DEMAND

The undersigned (the "**Payor**") hereby promises to pay, ON DEMAND, to 1041189 B.C. LTD., a British Columbia company having an office at 400 Burrard Street, Suite 1860, Vancouver, British Columbia V6C 3A6 (the "**Payee**"), the principal sum of THIRTY SEVEN MILLION FIVE HUNDRED SEVENTY THOUSAND FIVE HUNDRED DOLLARS in lawful money of the Canada, at the above location or such other location as the Payee shall designate in writing. This promissory note shall bear interest in accordance with the terms of the Loan Agreement (as defined below).

This promissory note is a "Note" referred to in the Loan Agreement, dated as of the 30th day of June, 2015 (the "**Loan Agreement**"), between the Payee and the Payor, and is subject to the terms and conditions thereof. In the event of any conflict between this promissory note and the Loan Agreement, the Loan Agreement shall govern.

The Payor hereby waives diligence, presentment, demand, protest or notice of any kind in connection with this promissory note. ALL PAYMENTS UNDER THIS PROMISSORY NOTE SHALL BE MADE BY THE PAYOR WITHOUT ANY RIGHT OR DEFENCE OF SET-OFF, COUNTERCLAIM OR DEDUCTION OF ANY KIND, IN LAW OR IN EQUITY, whatsoever, howsoever existing or arising between the Payor or Payee or otherwise, including pursuant to the Loan Agreement. This promissory note shall be binding upon the Payor and its successors and assigns, and the terms and provisions of this promissory note shall inure to the benefit of the Payee and its successors and assigns, including subsequent holders hereof. The Payor's obligations under this promissory note may not be assigned without the prior written consent of the Payee. This promissory note is fully assignable by the Payee, in whole or in part, to any person at any time without notice to, or the consent of, the Payor.

This promissory note shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Payor and the Payee irrevocably attorn to the exclusive jurisdiction of the Courts of British Columbia located in Vancouver, British Columbia with respect to any matters arising out of this promissory note.

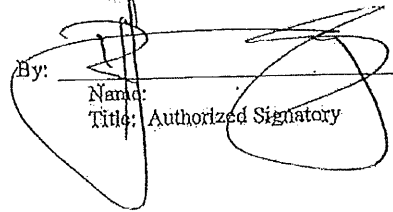
DATED this 30th day of June, 2015.

MFC RESOURCE PARTNERSHIP

By: 

Name:

Title: Authorized Signatory

By: 

Name:

Title: Authorized Signatory

Signature Page to Promissory Note

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TAB

6

GENERAL SECURITY AGREEMENT

This **GENERAL SECURITY AGREEMENT** (this "**Security Agreement**") dated as of the 30th day of June, 2015 is made by **MFC RESOURCE PARTNERSHIP**, with an office at 400 Burrard Street, Suite 1860, Vancouver, British Columbia V6C 3A6, a general partnership existing under the laws of the Province of British Columbia, and **MFC ENERGY CORPORATION**, solely in its capacity as a partner of MFC Resource Partnership and to the extent that it holds title to property for and on behalf of MFC Resource Partnership, a corporation existing under the laws of the Province of British Columbia (individually and together the "**Debtor**") to and in favour of **1041189 B.C. LTD.** (the "**Secured Party**") with an office at 400 Burrard Street, Suite 1860, Vancouver, British Columbia V6C 3A6, in conjunction with:

- (a) a Loan Agreement between MFC Resource Partnership, as borrower, and the Secured Party, as lender, dated on or about the date hereof, as it may be amended, supplemented, restated or otherwise modified from time to time, (the "**Loan Agreement**"); and
- (b) a Promissory Note issued by the MFC Resource Partnership in favour of the Secured Party dated on or about the date hereof as it may be amended, supplemented, restated or otherwise modified from time to time (together with the Loan Agreement, the "**Loan Documents**").

For valuable consideration, the receipt and sufficiency of which is conclusively acknowledged by the Debtor, the Debtor hereby grants to the Secured Party a security interest over the Collateral in accordance with the terms of this Security Agreement, as follows:

1. Definitions

All words and phrases which are defined in the PPSA and not otherwise defined in this Security Agreement shall have the meaning ascribed by the PPSA. The following definitions shall apply herein:

1.1 "**Collateral**" shall mean all present and after-acquired personal property and real property of the Debtor of whatever kind and wherever situate, together with all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, including without limitation, all right, title and interest that the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

- (a) **Accounts Receivable:** all debts, accounts, accounts receivables, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor;
- (b) **Inventory:** all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease, or furnished or to be furnished under contracts for service, or that are work in progress, or that are raw materials used or consumed in the business of the Debtor (collectively the "**Inventory**");

- (c) **Equipment:** all goods, machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory, including, without limiting the generality of the foregoing, the tangible personal property described in any schedule hereto executed by both the Debtor and the Secured Party;
- (d) **Chattel Paper:** all chattel paper;
- (e) **Documents of Title:** all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (f) **Investment Property and Instruments:** all shares, stock, warrants, bonds, debentures, debenture stock and other investment property and all instruments;
- (g) **Intangibles:** all intangibles not described in paragraph 1.1(a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial and intellectual property;
- (h) **Money:** all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;
- (i) **Books, Records, Etc.:** all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in paragraphs 1.1(a) to (h) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (j) **Transferable Rights:** all statutory licences, quotas and other transferable rights, including an equitable right in the Collateral assigned or charged under this Security Agreement which might otherwise at law be incapable of being Collateral subject to a security interest;
- (k) **Substitutions, Etc.:** all replacements of, substitutions for and increases, additions and accessions to any of the property described in paragraphs 1.1(a) to (i) inclusive;
- (l) **Proceeds:** all proceeds of the property described in paragraphs 1.1(a) to (k) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for the loss of or damage to such property;
- (m) **Leases and Licenses:** all petroleum and natural gas rights, leases, licences, permits, reservations, agreements, authorizations and other instruments under which the Debtor derives, holds, or maintains an interest in land, and all servitudes, privileges, easements, rights-of-way, right of entry orders, rights of ingress and egress and other surface rights, which in each case constitute an interest in land, including without limitation, those listed in Schedule "A";

but shall not include:

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- (n) the last day of any term reserved by any lease, verbal or written, or any agreement therefor now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Secured Party may after default direct, or
 - (o) Consumer Goods.
- 1.2 **"Indebtedness"** shall mean all debts, liabilities and obligations of every kind and description of the Debtor to the Secured Party, whether now or hereafter owed or any future advance, whether direct, indirect, contingent, and whether the Debtor be bound alone or with others and whether as principal or surety, including without limitation, those in connection with the Loan Documents.
- 1.3 **"Permitted Encumbrances"** means:
- (a) liens for taxes, assessments and governmental charges which are not due or the validity of which is being diligently contested in good faith by or on behalf of the Debtor;
 - (b) mechanics', builders' and material men's liens arising by operation of law and in respect of services rendered or goods supplied for which payment is not due or if due, is being contested in good faith;
 - (c) the lien or any right of distress reserved in or exercisable under any real property lease for rent or otherwise to effect compliance with the terms of such lease, in respect of which the Debtor is not in default;
 - (d) security interests given by the Debtor in favour of a public utility or any municipality or other public authority which is required by such utility or municipality or governmental or other public authority in connection with operations of the Debtor;
 - (e) the right reserved to or vested in any municipality or government or other public authority by the terms of any lease, license, franchise, grant or permit or by any statutory provision, to terminate any such lease, license, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;
 - (f) any capital lease or purchase money security interest upon property created or assumed to secure all or any part of the funds required for the lease or purchase of such property, and shall include any extension, renewal or replacement thereof upon the same property if the principal amount of the indebtedness secured thereby is not increased;
 - (g) any security interest created by or pursuant to this Security Agreement and any security interest now or at any time hereafter made or granted by the Debtor to the Secured Party;

- (h) any other liens or encumbrances permitted under the definition of "Permitted Encumbrances" in the Loan Agreement; and
- (i) those registrations agreed to in writing between the Secured Party and the Debtor.

1.4 "PPSA" means the *Personal Property Security Act* (Alberta);

1.5 "Related Documents" shall mean the promissory notes, loan agreements, account agreements, guaranties, trust deeds, mortgages, other security agreements or any other documents executed in connection with this Security Agreement or the Indebtedness or related to its operation or administration, whether already existing or executed now or later, including without limitation, the Loan Documents.

2. Creation of Security Interest

2.1 Security

As general and continuing security for the payment and performance of the Indebtedness, the Debtor hereby:

- (a) grants, assigns, conveys, mortgages, pledges and charges to the Secured Party, as and by way of a specific mortgage, pledge and charge, a security interest in the Collateral (excepting real property); and
- (b) with respect to real property, charges such in favour of the Secured Party as and by way of a floating charge.

2.2 Attachment of Security Interest

The Debtor acknowledges that value has been given and agrees that the security interest granted hereby (the "Security Interest") shall attach when the Debtor signs this Security Agreement and the Debtor has any rights in the Collateral.

2.3 Grant resulting in Termination

If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of the Secured Party and, on exercise by the Secured Party of any of its rights under this Security Agreement following default, assigned by the Debtor as directed by the Secured Party.

3. Rights, Obligations, Covenants, Representations and Warranties of Debtor

3.1 **Representations and Warranties.** The Debtor hereby represents and warrants:

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- (a) that it has the right, power and authority to enter into this Security Agreement and to grant the security interest described herein;
- (b) the execution, delivery and performance of this Security Agreement has been duly authorized by all necessary action and is not in contravention of any instrument by which the Debtor has been formed or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;
- (c) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Secured Party, in the future carry on business under any name other than the name set forth in the preamble hereof;
- (d) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and Permitted Encumbrances;
- (e) each chattel paper, intangible and instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("**Account Debtor**"), the amount represented by the Debtor to the Secured Party from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Secured Party, whether in any proceedings to enforce the Collateral or otherwise; and
- (f) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Secured Party.

3.2 **Possession and use of Collateral.** Subject to paragraph 6.2, until default or unless otherwise agreed with the Secured Party, the Debtor may deal with Collateral in the ordinary course of the Debtor's business in any manner consistent with the provisions of this Security Agreement. Except for Inventory sold or accounts collected in the ordinary course of the Debtor's business the Debtor shall not sell or otherwise transfer the Collateral without the express consent of the Secured Party. Where the Secured Party provides such consent and the Collateral gives rise to proceeds that are serial numbered goods or serial numbered equipment the Debtor shall provide the Secured Party with such information as is required to maintain a perfected security interest in the proceeds. All proceeds from dealing with the Collateral, whether or not in the ordinary course of the Debtor's business, will be received by the Debtor as trustee for the Secured Party and will be immediately paid to the Secured Party pursuant to the fiduciary obligation as trustee.

3.3 **No Encumbrances.** Except pursuant to the terms of any Permitted Encumbrances, the Debtor shall not encumber or permit the Collateral to be encumbered without the prior written consent of the Secured Party, other than by this Security Agreement.

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- 3.4 **Change in use.** Where goods that are Inventory to the Debtor cease to be Inventory other than in the ordinary course of business and do not become proceeds of Inventory, the Debtor shall notify the Secured Party forthwith of the change.
- 3.5 **Removal of Collateral.** The Collateral (or to the extent the Collateral consists of intangible property such as accounts, the records concerning the Collateral) is located at the address of the Debtor set forth in the recitals herein, or at such other locations as the Secured Party may agree. Except in the ordinary course of the Debtor's business, the Debtor shall not remove the Collateral from its location without the prior written consent of the Secured Party, which shall not be unreasonably withheld.
- 3.6 **Securities as Collateral.** Where Collateral includes securities, the Secured Party may require the Debtor to transfer such securities into the Secured Party's name so that the Secured Party may appear of record as the owner of the securities. Until default, the Debtor may retain the voting and dividend rights attached to any such securities and the Secured Party will facilitate exercise of those dividend and voting rights.
- 3.7 **Insure Collateral.** The Debtor covenants to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Secured Party reasonably directs, with loss payable to the Secured Party and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Secured Party of any insurance proceeds.
- 3.8 **Preservation of rights and Collateral.** The Debtor shall defend its own and the Secured Party's rights in the Collateral against the claims and demands of all persons. The Debtor shall maintain the Collateral in a condition and state of repair that preserves the value of the Collateral, reasonable wear and tear excluded. The Debtor will not commit or permit damage to or destruction of the Collateral and will effect repair if it occurs. The Debtor shall prevent the Collateral from being or becoming an accession or fixture to other property not covered by this Security Agreement or other security granted by the Debtor in favour of the Secured Party. The Debtor shall procure and maintain policies of fire and other casualty insurance covering the Collateral on a full-replacement basis on terms satisfactory to the Secured Party and with loss payable to the Secured Party and Debtor jointly.
- 3.9 **Material changes in information.** The Debtor shall notify the Secured Party promptly of:
- (a) any material change in the information contained in this Security Agreement (including any schedules hereto) relating to the Debtor, the Debtor's business or Collateral, including any address change or establishment of an additional place of business;
 - (b) the details of any change in name of the Debtor;
 - (c) the details of any significant acquisition of Collateral;
 - (d) the details of any claims or litigation affecting the Debtor or Collateral;

- (e) any loss of or damage to Collateral; and
 - (f) any default by any Account Debtor in its obligations with respect to any Collateral.
- 3.10 **Debtor's existence.** The Debtor shall maintain its existence, and diligently preserve all its rights, licences, powers, privileges, franchises and goodwill.
- 3.11 **Debtor's conduct.** The Debtor will conduct its business and affairs in a proper and efficient manner, in accordance with applicable law and keep records in accordance with generally accepted accounting procedures. The Debtor shall pay all charges, such as taxes, assessments, claims, liens and encumbrances relating to the Collateral or the Debtor's business and affairs when the same become due. The Debtor will deliver to the Secured Party promptly such information concerning Collateral, the Debtor and the Debtor's business and affairs as the Secured Party may reasonably request. The Debtor shall maintain all of the Collateral in accordance with all applicable laws, including without limitation, all environmental laws.
- 3.12 **Protest and notice.** The Debtor waives protest and notice of same of any instrument constituting Collateral at any time held by the Secured Party on which the Debtor is in any way liable and, subject to the notice requirements of the PPSA, notice of any other action taken by the Secured Party.
- 3.13 **Joint and several liability.** If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

4. **Ranking and Subordination**

No action by the Secured Party shall constitute a subordination of its Security Interest to any other interest in the Collateral unless such subordination is express and is effected by an agreement in writing signed by the Secured Party.

5. **Events of Default**

- 5.1 The Debtor shall be in default under this Security Agreement or Related Documents upon occurrence of any of the following:
- (a) The occurrence of an Event of Default under any Loan Document.
 - (b) Non-payment when due, whether by acceleration or otherwise, of any Indebtedness.
 - (c) Failure to comply within seven (7) days after written notice from the Secured Party demanding compliance with any provision contained in this Security Agreement or Related Documents and if compliance is not practically possible, failure to take steps that will produce compliance as soon as is reasonably practical.

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- (d) Any warranty, representation or statement made or furnished to the Secured Party by or on behalf of the Debtor proves in any material respect to have been false when made or furnished.
- (e) Bankruptcy or insolvency of the Debtor; the filing against the Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by the Debtor; the appointment of a receiver, trustee, monitor, or liquidator for the Debtor or for any assets of the Debtor; or the institution by or against the Debtor of any type of insolvency proceeding or creditor rearrangement.
- (f) Cessation of the Debtor's viability as a going business concern, which includes the cessation or threat by the Debtor to cease to carry on in the normal course of the Debtor's business or any material part thereof.
- (g) On the occurrence of such other events where the Secured Party considers in good faith and on commercially reasonable grounds that the Collateral is in jeopardy or that the Secured Party's position is insecure or jeopardized.

6. Secured Party Rights and Obligations

- 6.1 **General rights.** In addition to the rights granted herein, the Secured Party may enforce any other rights and remedies it may have at law or in equity, and specifically shall have all rights and remedies of a Secured Party under the PPSA. All rights and remedies of the Secured Party are cumulative and one or more of these rights may be exercised independently or in combination from time to time including marshalling.
- 6.2 **Collection of debts forming part of Collateral.** The Secured Party may direct Account Debtors of the Debtor to make all payments owing to the Debtor on Collateral subject to the Security Interest directly to the Secured Party, by notifying such Account Debtors of the Secured Party's interest, either before or after default.
- 6.3 **Inspection of Collateral and right of access.** The Secured Party shall have the right at any time to confirm the existence and state of the Collateral in any manner the Secured Party may consider appropriate and the Debtor agrees to furnish all assistance as the Secured Party may reasonably request in connection therewith. The Debtor grants to the Secured Party or its agents access to all places where Collateral may be located and to all premises occupied by the Debtor for the purposes of inspection or obtaining possession.
- 6.4 **Receivers and others.** The Secured Party may, with respect to any or all Collateral, appoint by instrument or by application to a court of competent jurisdiction a receiver or other person to act on its behalf, before or after default, or in any insolvency or like proceeding (receiver includes a receiver-manager). The appointee has all the powers of the Secured Party under this Security Agreement. In addition, on instructions from the Secured Party, the receiver shall be entitled to carry on the business of the Debtor, with all the powers the Debtor would have to operate its business, for such time as the receiver determines it advisable and in the best interest of the Secured Party. The Secured Party is not liable for any act or omission by any receiver appointed hereunder.

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6.5 **Remedies on Default.** Without limitation, during the occurrence and continuance of an event of default, the Secured Party shall have the following rights and powers, which the Secured Party may exercise immediately:

- (a) to declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable;
- (b) to enter upon the premises of the Debtor or any other premises where the Collateral may be situated and to take possession of all or any part of the Collateral, by any method permitted by law, to the exclusion of all others, including the Debtor, its partners, agents and employees, and the Debtor hereby waives and releases the Secured Party and any receiver from all claims in connection therewith or arising therefrom;
- (c) to remove all or any part of the Collateral to such place as the Secured Party deems advisable;
- (d) to preserve and maintain the Collateral and to do all such acts incidental thereto as the Secured Party considers advisable, including but not limited to making replacements and additions to the Collateral;
- (e) to collect, demand, sue on, enforce, recover and receive Collateral and give receipts and discharges therefor, and may do any such act and take any proceedings related thereto in the name of the Debtor or otherwise as the Secured Party considers appropriate;
- (f) to sell, lease, or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Secured Party deems reasonable (including without limitation, by deferred payment) all in the Secured Party's absolute discretion and without the concurrence of the Debtor; provided however, that the Secured Party shall not be required to do so and it shall be lawful for the Secured Party to use and possess the Collateral for any and all purposes and in any manner the Secured Party sees fit, all without hindrance or interruption by the Debtor or any other person or persons, provided however that none of the foregoing shall prejudice the Secured Party's right to pursue the Debtor for recovery in full of the amount of the Indebtedness, including the amount of any deficiency owing after the application of the proceeds of realization (and to the extent permitted by laws, the Debtor waives its rights to the protection afforded by any rule of law or legislation respecting such deficiency);
- (g) to rescind or vary any contract for sale, lease or other disposition that the Debtor or the Secured Party may have entered into and to resell, release or redispense of the Collateral;
- (h) to deliver to any purchasers of the Collateral good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. For such purposes, the purchaser or lessee receiving any disposition of the Collateral need not inquire whether an event of default under this Security Agreement has actually

occurred but may as to this and all other matters rely upon a statutory declaration of the Secured Party, which declaration shall be conclusive evidence as between the Debtor and such purchaser or lessee, and any such disposition shall not be affected by any irregularity of any nature or kind relating to the enforcement of this Security Agreement; and

- (i) to take the benefit of or to exercise any other right, proceeding or remedy authorized or permitted at law or in equity, whether as a secured party pursuant to the PPSA as the same is in force from time to time or otherwise.

Provided always that the Secured Party shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, maintain, lease or otherwise dispose of the Collateral, or to institute any proceedings for such purposes. The Secured Party shall have no obligation to take any steps to preserve rights against other parties, shall have no obligation to exercise any of the rights and remedies available to it on default and shall not be liable or accountable for not exercising any such rights and remedies.

- 6.6 **Costs.** The Debtor agrees to pay all charges, including solicitors', auditors', receivers' or like persons' costs and remuneration or other expenses reasonably incurred by the Secured Party or other party appointed by the Secured Party in operating the Debtor's accounts and in preparing or enforcing this Security Agreement. Such sums shall constitute a future advance increasing the Indebtedness hereunder.
- 6.7 **Deficiencies.** The failure of the Secured Party to receive full payment or satisfaction of Indebtedness through its rights and remedies herein provided shall not in any way release the Debtor from the obligation to satisfy any deficiency, including any costs of realization.
- 6.8 **Waivers.**
 - (a) No variation, amendment (except for any schedules which may be added hereto pursuant to the provisions of this Security Agreement) or waiver of any provision of this Security Agreement shall be effective unless made by written agreement executed by the parties to this Security Agreement.
 - (b) No delay or omission by the Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver of that right or remedy and no single or partial exercise of any right or remedy shall preclude any other exercise of cumulative rights and remedies.
 - (c) The Secured Party may remedy any default or perform any duty of the Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor.
- 6.9 **Notice of intention to realise.**

- (a) Prior to realisation, there is an obligation on the Secured Party to deliver a notice of intention to realise to the Debtor under s.244 of the *Bankruptcy and Insolvency Act*. Any events which trigger default, including those within paragraph 5.1(e), shall be deferred as required by that legislation. Valid service of this notice will occur upon sending of the notice to the address herein or as changed by the Debtor in accordance with paragraph 3.9.
- (b) Prior to realisation, to the extent applicable, the Secured Party shall also give notice in writing in the applicable time period to those persons such notice is required to be given pursuant to the provisions of the PPSA, all in accordance with the provisions of the PPSA.

7. No Positive Obligation

Nothing in this Security Agreement shall be interpreted so as to obligate or make the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound.

8. Further Documents

The Debtor hereby agrees to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financing statements, further schedules to this Security Agreement, assignments and transfers) and to do all acts, matters and things as may be requested by the Secured Party in order to give effect to this Security Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Security Agreement.

9. Appropriation of Payments

All payments made at any time in respect of the Indebtedness and all proceeds realized from any Collateral may be applied (and reapplied from time to time notwithstanding any previous application) in such manner as the Secured Party sees fit or, at the option of the Secured Party, may be held without appropriation in a collateral account or released to the Debtor all without prejudice to the rights of the Secured Party hereunder, including the Secured Party's right to collect from the Debtor the amount of any deficiency remaining after application of all such payments and proceeds.

10. Power of Attorney

The Debtor hereby authorizes the Secured Party to file such financing statements and other documents and do such acts, matters and things (including completing and adding schedules to this Security Agreement identifying Collateral or locations) as the Secured Party from time to time deems appropriate to perfect, continue and realize upon the Security Interest and to protect and preserve the Collateral. In addition, for valuable consideration, the Debtor hereby irrevocably appoints the Secured Party and its representatives from time to time, or any one or more of them, to be the true and lawful attorney of the Debtor, with full power of substitution, in the name of and on behalf of the Debtor to execute and to do all deeds, transfers, conveyances, assignments, assurances, and other things which the Debtor ought to execute and do under the

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covenants and provisions contained in this Security Agreement and generally to use the name of the Debtor in the exercise of all or any of the rights, remedies and powers of the Secured Party.

11. Real Property

For the purposes of any application to register a crystallized floating charge against any real property, the floating charge created by this Security Agreement shall be crystallized and become a fixed charge upon the occurrence of any default hereunder.

12. Costs and Expenses

12.1 The Debtor hereby agrees to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:

- (a) the preparation, execution and filing of this Security Agreement,
- (b) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Secured Party's rights and interest arising pursuant to this Security Agreement, and
- (c) the exercise of any rights or remedies of the Secured Party pursuant to this Security Agreement, including but not limited to the costs of the appointment of a receiver and all expenditures incurred by such receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Secured Party in connection with or arising out of, directly or indirectly, this Security Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Secured Party and until paid shall bear interest from the date incurred by the Secured Party at the highest rate of interest then chargeable by the Secured Party to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Security Agreement;

13. Waiver

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any existing or future law which imposes limitations upon the powers, rights or remedies of a secured party or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other law.

14. Security in Addition

This Security Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Secured Party and is intended to be a continuing security agreement and shall remain in full force and effect until released in writing by the Secured Party. The Secured Party shall have no obligation to provide such release unless and until the full amount of the Indebtedness has been paid in full.

15. Severance

If any provision of this Security Agreement is held invalid, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect and this Security Agreement shall be enforced to the fullest extent permitted by law.

16. Successor Interests

This Security Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns.

17. Applicable Law

This Security Agreement and Related Documents shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.

18. Termination

This Security Agreement shall remain in full force and effect until the Indebtedness has been paid and written notice of discharge by the Secured Party is received by the Debtor.

19. Acknowledgments of Debtor

The Debtor hereby acknowledges receipt of a copy of this Security Agreement and waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Security Agreement.

IN WITNESS WHEREOF, the Debtor has executed this Security Agreement effective as of the date first written above.

MRC RESOURCE PARTNERSHIP

Per:

Name:

Title:

Per:

Name:

Title:

MFC ENERGY CORPORATION

Per:

Name:

Title:

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SCHEDULE "A"

<i>LINC</i>	<i>Short Legal Description</i>	<i>Nature of Interest</i>
0013 573 861	4;28;19;26;NE	Working interest
0013 570 438	4;28;19;35;SE	Working interest
0015 203 672	7520523;OT	Working interest

TAB

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Belegnr.: AAU45925.300615
Wien 30.06.2015
Auslandsüberweisung - Ref.Nr.

Gutschrift

0989 Resource Partnership former MFC Resource Partnership 30.06.2015 AT793100007154297734 CAD

Zahlungsgrund: Loan on behalf of MFC Energy Finance Inc

Überweisungsbetrag:
CAD **37.570.500,00**
Wert 30.06 CAD 37.570.500,00

Auftraggeber: M Financial Corporation
Kontonummer: 54210430071
Begünstigter: 0989 Resource Partnership former MF
C Resource Partnership
Kontonummer: AT793100007154297734

Auftraggebende Bank: 31000

Google Translate

Belegnr.: AAU45925.300615
Wien 30.06.2015
Auslandsüberweisung - Ref.Nr.

Gutschrift

0989 Resource Partnership former MFC Resource Partnership 30.06.2015 AT793100007154297734 CAD

Reason for payment Zahlungsgrund: Loan on behalf of MFC Energy Finance Inc

Überweisungsbetrag:
CAD **37.570.500,00**
Wert 30.06 CAD 37.570.500,00

Customer Auftraggeber: M Financial Corporation
Account # Kontonummer: 54210430071
Beneficiary Begünstigter: 0989 Resource Partnership former MFC Resource Partnership
Kontonummer: AT793100007154297734

Auftraggebende Bank: 31000

TAB

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CONFIRMATION OF EXECUTION

Hereby we confirm execution of the following transaction,
subject to cancellation of remitter:

#31000000AAU45925BELEGE

150630

#CTD-TITEL

Raiffeisen Bank International

BY ORDER OF
M Financial Corporation

C R E D I T A D V I C E

Handelskai 94-96, M.Tower 21fl
1200 Wien

1011 Wien 30.06.15
REF. AAU45925/300615

DETAILS OF PAYMENT
Loan on behalf of MFC Energy
Finance Inc

WE CREDIT YOUR ACCOUNT
SOURCE REFERENCE CA061114

CAD 37.570.500,00

BENEFICIARY
MFC Resource Partnership
1035-7th avenue SW, Suite 400
Calgary, Alberta, T2P3E9

VAL 30.06.15 CAD 37.570.500,00

AT793100007154297734

BENEFICIARY ACCOUNT N 71-54.297.734
IBAN-NO. AT79 3100 0071 5429 7734

MFC Resource Partnership

1620 - 400 Burrard Street
VANCOUVER, BC V6C 3A6

TAB

9

Kontonummer: 71-54.297.734 Währung: 002

24.916.755,60- 30.06.15 9531 064D055 AAU45928/300615 CA061116 0000000
 CAD 24916755,6
 12.653.744,40- 30.06.15 9531 064D055 AAU45929/300615 CA061117 0000000
 CAD 12653744,4
 34,35- 30.06.15 9531 064D055 AK376401/300615 AAU45925/300615 0000000
 EUR 25,0 1,0 CAD 1,373832

0989 RESOURCESPART

Auskunft über Einzelumsätze und Salden nach BUCHUNGSTAG**UMSATZ VALUTA GBNR TXT TA MEHRZWECKFELD**

BUCHUNGSTAG 30.06.15

37.570.500,00 30.06.15 9531 064D055 AAU45925/300615 CA061114 0000000
 CAD 37570500,0

UMSATZ SOLL	UMSATZ HABEN	VAL-SALDO	TAGESSALDO
37.570.534,35-	37.570.500,00		635.491,27

BUCHUNGSTAG 12.06.15

55,05- 12.06.15 9531 064D048 ASP79756/120615 cash-man-fee/05 0000000
 EUR 40,0 1,0 CAD 1,376332

UMSATZ SOLL	UMSATZ HABEN	VAL-SALDO	TAGESSALDO
55,05-	0,00		635.525,62

BUCHUNGSTAG 12.05.15

54,19- 12.05.15 9531 064D040 ASP71954/120515 cash-man-fee/04 0000000
 EUR 40,0 1,0 CAD 1,354732

UMSATZ SOLL	UMSATZ HABEN	VAL-SALDO	TAGESSALDO
54,19-	0,00		635.580,67

0989 RESOURCESPART

Auskunft über Einzelumsätze und Salden nach BUCHUNGSTAG**UMSATZ VALUTA GBNR TXT TA MEHRZWECKFELD**

BUCHUNGSTAG 29.04.15

600.185,00 29.04.15 9531 064D039 AAU17876/290415 CA060142 0000000
 CAD 600185,0

UMSATZ SOLL	UMSATZ HABEN	VAL-SALDO	TAGESSALDO
0,00	600.185,00		635.634,86

BUCHUNGSTAG 13.04.15

53,23- 10.04.15 9531 064D034 ASP63526/100415 cash-man-fee/03 0000000
 EUR 40,0 1,0 CAD 1,330732

UMSATZ SOLL	UMSATZ HABEN	VAL-SALDO	TAGESSALDO
53,23-	0,00		35.449,86

BUCHUNGSTAG 01.04.15

74,75- 31.03.15 9531 926D032 ZAP79819/010415 0000000
 CAD 74,75

0989 RESOURCESPART

31000/Raiffeisen Bank International AG

05.10.2017/16:29/wzbku Seite 03

Kontonummer: 71-54.272.331 Währung: 002 Datum von: 31.12.14
Datum bis: 31.01.16

Auskunft über Einzelumsätze und Salden nach BUCHUNGSTAG

UMSATZ	VALUTA	GBNR	TXT	TA	MEHRZWECKFELD
BUCHUNGSTAG 12.08.15					
58,01-	12.08.15	9531	064D070	ASP95399/120815	cash-man-fee/07 0000000
					EUR 40,0 1,0 CAD 1,450332
UMSATZ SOLL	UMSATZ HABEN	VAL-SALDO		TAGESSALDO	
58,01-	0,00			91.204,95	
BUCHUNGSTAG 16.07.15					
67,60-	16.07.15	9531	064D062	ASP88502/100715	cash-man-fee/06 0000000
					EUR 48,0 1,0 CAD 1,408332
UMSATZ SOLL	UMSATZ HABEN	VAL-SALDO		TAGESSALDO	
67,60-	0,00			91.262,96	
BUCHUNGSTAG 01.07.15					
16,38-	30.06.15	9531	926D055	2AP83417/010715	0000000
					CAD 16,38
LEXIN RESOURCES LT					

Auskunft über Einzelumsätze und Salden nach BUCHUNGSTAG

UMSATZ	VALUTA	GBNR	TXT	TA	MEHRZWECKFELD
BUCHUNGSTAG 01.07.15					
104,57	30.06.15	9531	902D055	ZAP83416/010715	0000000
					CAD 104,57
UMSATZ SOLL	UMSATZ HABEN	VAL-SALDO		TAGESSALDO	
16,38-	104,57			91.330,56	
BUCHUNGSTAG 30.06.15					
24.916.755,60-	30.06.15	9531	064D054	AAU45933/300615	CA061115 0000000
					CAD 24916755,6
24.916.755,60	30.06.15	9531	064D054	AAU45928/300615	CA061116 0000000
					CAD 24916755,6
UMSATZ SOLL	UMSATZ HABEN	VAL-SALDO		TAGESSALDO	
24.916.755,60-	24.916.755,60			91.242,37	
LEXIN RESOURCES LT					

Auskunft über Einzelumsätze und Salden nach BUCHUNGSTAG

UMSATZ	VALUTA	GBNR	TXT	TA	MEHRZWECKFELD
BUCHUNGSTAG 12.06.15					
55,05-	12.06.15	9531	064D047	ASP79689/120615	cash-man-fee/05 0000000
					EUR 40,0 1,0 CAD 1,376332
UMSATZ SOLL	UMSATZ HABEN	VAL-SALDO		TAGESSALDO	
55,05-	0,00			91.242,37	
BUCHUNGSTAG 12.05.15					
54,19-	12.05.15	9531	064D039	ASP71886/120515	cash-man-fee/04 0000000
					EUR 40,0 1,0 CAD 1,354732

From: Dietmar DELLEMANN <dietmar.dellemann@rbinternational.com>
Sent: Tuesday, October 3, 2017 9:20 AM
To: Gurofsky, Robyn
Cc: Cameron, Jessica
Subject: Lexin Account Information
Attachments: RBI-Confirmation of Execution.pdf

Dear Robyn,

we have found the following information regarding the payments of CAD 24.916.755,60 and 12.653.744,40:

```
AAU45928/300615 CA061116      0000000 9531 300615   24916.755,60-
CAD 24916755,6
28:                21:073
MFC Energy Corporation 1035-7th avenue S
Pro Rata Distribution
AAU45929/300615 CA061117      0000000 9531 300615   12653.744,40-
CAD 12653744,4
28:                21:074
MFC Industrial Ltd. 400 Burrard Street,
Pro Rata Distribution
```

Kind regards

Dietmar Dellemann

From: jcameron@blg.com [<mailto:jcameron@blg.com>]
Sent: Donnerstag, 21. September 2017 18:20
To: Dietmar DELLEMANN <dietmar.dellemann@rbinternational.com>
Cc: RGurofsky@blg.com
Subject: Lexin Account Information

Good Afternoon Dietmar,

I am assisting Robyn Gurofsky of our office on the Lexin Group's receivership proceedings. Thank you for providing the account information respecting Account 71-5429-7734 to Robyn earlier today. In reviewing that

account information, we have noted two transactions of interest that followed immediately after the \$37,570,500 wire receipt on June 30, 2015. These two transactions are highlighted in the excerpt below (along with the third being the receipt of the aforementioned \$37.6M).

Kontonummer: 71-54.297.734 Währung: 002

24.916.755,60-	30.06.15	9531	064D055	AAU45928/300615	CA061116	0000000
				CAD 24916755,6		
12.653.744,40-	30.06.15	9531	064D055	AAU45929/300615	CA061117	0000000
				CAD 12653744,4		
34,35-	30.06.15	9531	064D055	AK376401/300615	AAU45925/300615	0000000
				EUR 25,0 1,0 CAD 1,373832		

0989 RESOURCESPART

Auskunft über Einzelumsätze und Salden nach BUCHUNGSTAG

UMSATZ	VALUTA	GBNR	TXT	TA	MEHRZWECKFELD	
BUCHUNGSTAG 30.06.15						
37.570.500,00	30.06.15	9531	064D055	AAU45925/300615	CA061114	0000000
				CAD 37570500,0		
UMSATZ SOLL	UMSATZ HABEN	VAL-SALDO		TAGESSALDO		
37.570.534,35-	37.570.500,00			635.491,27		

We would like to obtain the beneficiary details for these two transactions AAU45928 and AAU45929 for \$24,916,755.60 and \$12,653,744.40 respectively, similar to that contained in the attached for the aforementioned \$37.6M wire receipt transaction that we were provided with by the initiator of that wire transfer request.

Your assistance in this matter would be greatly appreciated.



Jessica L. Cameron
**Associate Commercial
 Litigation**
 T 403.232.9715 | F 403.266.1395 |
jcameron@blg.com
 Centennial Place, East Tower, 1900,
 520 – 3rd Ave S W, Calgary, AB,
 Canada T2P 0R3

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From: Dietmar DELLEMANN <dietmar.dellemann@rbinternational.com>
Sent: Tuesday, October 10, 2017 3:06 AM
To: Cameron, Jessica
Cc: Gurofsky, Robyn
Subject: RE: Lexin Account Statements

Dear Jessica,

please see below the information we could retrieve regarding the transaction:

71-54.272./331/CAD aus der Kontoverdichtung 2015:

```
AAU45928/300615 CA061116      0000000 9531 300615    24916.755,60
CAD 24916755,6
28:                21:072
MFC Resource Partnership (former Co mpto
Pro Rata Distribution
FURTHER DETAILS ON CREDIT/DEBIT ADVICE
B
AAU45933/300615 CA061115      0000000 9531 300615    24916.755,60-
CAD 24916755,6
28:                21:073
MFC Energy Holding Austr. GmbH Mill.Towe
Share Capital return
```

Kind regards,
Dietmar Dellemann

From: jcameron@blg.com [mailto:jcameron@blg.com]
Sent: Montag, 09. Oktober 2017 18:31
To: Dietmar DELLEMANN <dietmar.dellemann@rbinternational.com>
Cc: RGurofsky@blg.com
Subject: RE: Lexin Account Statements

Hi Dietmar,

I am just following up on the information request below and whether there is any way we could expedite this request?

Jessica L. Cameron

Associate Commercial Litigation

T 403.232.9715 | F 403.266.1395 | jcameron@blg.com

Centennial Place, East Tower, 1900, 520 – 3rd Ave S W, Calgary, AB, Canada T2P 0R3

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From: Cameron, Jessica

Sent: October-05-17 10:04 AM

To: 'Dietmar DELLEMANN' <dietmar.dellemann@rbinternational.com>

Cc: Gurofsky, Robyn (RGurofsky@blg.com) <RGurofsky@blg.com>

Subject: RE: Lexin Account Statements

Thank you Dietmar for providing Lexin's account information AT733100007154272331 for 2015. In reviewing that account information, we have noted a transaction of interest that followed immediately after the \$24,916,755.60 wire receipt on June 30, 2015. This transaction is as follows:

24.916.755,60- 30.06.15 9531 064D054 A
C

We would like to obtain the beneficiary details for this transactions AAU45933 for \$24,916,755.60. As always, your assistance in this matter would be greatly appreciated.

Jessica L. Cameron

Associate Commercial Litigation

T 403.232.9715 | F 403.266.1395 | jcameron@blg.com

Centennial Place, East Tower, 1900, 520 – 3rd Ave S W, Calgary, AB, Canada T2P 0R3

Translation via: <https://translate.google.ca/>

German (or Italian) word /phrase	English word/phrase
Kontonummer	Account Number
Währung	Currency
Auskunft Über Einzelumsätze Und Salden Nach Buchungstag	Information On Individual Sales And Balances After Booking Date
Umsatz	Sales
Valuta (Italian)	Value
Mehrzweckfeld	Multipurpose Field
Umsatz Soll	Sales Target
Umsatz Haben	Have Sales
Val-Saldo	Value Balance Of
Tagessaldo	Daily Balance Of

TAB

10

PURCHASE, SALE AND CONVEYANCE AGREEMENT

BETWEEN

MFC Resource Partnership

(Vendor)

AND

1059032 B.C. LTD.

(Purchaser)

DECEMBER 29, 2015

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PURCHASE, SALE AND CONVEYANCE AGREEMENT

THIS AGREEMENT made as of the 29th day of December, 2015.

BETWEEN:

MFC Resource Partnership, a general partnership formed under the laws of British Columbia ("Vendor")

- and -

1059032 B.C. LTD., a corporation organized under the laws of the Province of British Columbia ("Purchaser")

WHEREAS:

- A. Vendor owns the Assets;
- B. Vendor desires to sell and convey the Assets to Purchaser and Purchaser desires to purchase and receive Assets from Vendor under and pursuant to the terms of this Agreement; and
- C. The Parties intend that, at the option of the Vendor, subsection 85(2) of the Income Tax Act (and any comparable provisions of the laws of a province having jurisdiction to levy tax on the purchase and sale of the Assets) will apply to the purchase and sale of the Assets. In that regard, at the option of the Vendor, for income tax purposes the Parties will elect that, pursuant to subsection 85(2) of the Income Tax Act (and any similar provision of any applicable provincial law), the Assets will be transferred to the Purchaser at an amount equal to the elected amount determined by the Vendor in accordance with the prescribed limits set out in the Income Tax Act (and any applicable provincial law).

NOW THEREFORE in consideration of the premises hereto and of the covenants, warranties, representations, agreements and payments herein set forth and provided for, the Parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement (including the recitals hereto, this Section and the Schedule) the words and phrases set forth below shall have the meaning ascribed thereto below, namely:

- (a) "Applicable Law" means all applicable statutes, laws, rules, orders, regulations, judgments, injunctions, directives or other instruments (and all applicable requirements thereunder) of any governmental authority having jurisdiction over the Parties or the Assets as the same are in effect from time to time;
- (b) "Assets" means the Fee Title Lands;
- (c) "Claim" means any claim, demand, lawsuit, arbitration or regulatory proceeding;
- (d) "Closing" means the transfer by Vendor to Purchaser of the Assets and the delivery by Purchaser to Vendor of the Purchase Price and the completion of all matters incidental thereto;
- (e) "Consideration Shares" has the meaning set forth in Section 2.2(c);
- (f) "Effective Time" means 8:00 a.m. (Calgary time) on the date of Closing;

- (g) "Environment" means the atmosphere, the surface and sub-surface of the earth, groundwater and surface water (including lakes, streams, rivers, oceans and aquifers) and plants and animals (including human beings) and "Environmental" means relating to or in respect of the Environment;
- (h) "Environmental Liabilities" means all past, present and future liabilities, losses, claims, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, whether arising under contract, Applicable Law or otherwise, arising from or relating to the Environment or the protection or remediation thereof that relate to the Assets or that have arisen or hereafter arise from or in respect of past, present or future operations on or related to the Fee Title Lands;
- (i) "Fee Title Lands" means those lands described in Part I of Schedule "A";
- (j) "ITA" means the *Income Tax Act* (Canada) R.S.C. 1985, c. 1 (5th Supplement), as amended, and all regulations enacted in respect thereof, or the act of any province of Canada imposing a tax on income or profits;
- (k) "Liabilities" means any and all liabilities and obligations, whether under common law, in equity, under Applicable Law or otherwise, whether tortious, contractual, vicarious, statutory or otherwise, whether absolute or contingent, and whether based on fault, strict liability or otherwise, but excluding Environmental Liabilities;
- (l) "Losses" means, in respect of a Person and in relation to a matter, any and all losses, damages, costs, expenses, charges (including all penalties, assessments and fines) which such Person suffers, sustains, pays or incurs in connection with such matter and includes taxes, reasonable costs of legal counsel (on a solicitor and client basis) and other professional advisors and consultants and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained;
- (m) "Parties" means the parties to this Agreement and "Party" means either one of them;
- (n) "Permitted Encumbrances" means any of the following:
 - (i) Security Interests for taxes, assessments or governmental charges which are not due or delinquent, or the validity of which Vendor shall be contesting in good faith if such contest will involve no risk of loss of any material part of the Assets;
 - (ii) the Security Interests of any judgment rendered, or Claim filed, against Vendor which Vendor shall be contesting in good faith if such contest will involve no risk of loss of any material part of the Assets;
 - (iii) Security Interests imposed or permitted by law such as carriers' liens, builders' liens, materialmen's liens and other liens, privileges or other charges of a similar nature which relate to obligations not due or delinquent or if due or delinquent, any lien, privilege or charge which Vendor shall be contesting in good faith if such contest will involve no risk of loss of any of the Assets;
 - (iv) Security Interests arising in the ordinary course of and incidental to construction or current operations which have not been filed pursuant to law against Vendor or in respect of which no steps or proceedings to enforce such lien have been initiated or which relate to obligations which are not due or delinquent or if due or delinquent, any lien which Vendor shall be contesting in good faith if such contest will involve no risk of loss of the Assets;
 - (v) Security Interests incurred or created in the ordinary course of business and in accordance with sound oil and gas industry practice in Alberta in respect of the joint operation of oil and gas properties or related production or processing facilities as security in favour of any other Person conducting the development or operation of the property to which such liens relate, for Vendor's

portion of the costs and expenses of such development or operation provided that such costs or expenses are not due or delinquent or if due or delinquent, any Security Interests which Vendor shall be contesting in good faith if such contest will involve no material risk of loss of the Assets; and

- (vi) farmout interests, overriding royalty interests, net profit interests, reversionary interests and carried interests in respect of Vendor's oil and gas properties that are entered into with or granted to arm's length third parties in the ordinary course of business and in accordance with sound oil and gas industry practice;
- (o) "Person" means an individual, a partnership, a corporation, a limited or unlimited liability company, a trust, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;
- (p) "Purchase Price" has the meaning set forth in Section 2.2(a);
- (q) "Security Interest" means any assignment, mortgage, charge, pledge, lien, encumbrance, title retention agreement or any security interest whatsoever, howsoever created or arising, whether absolute or contingent, fixed or floating, legal or equitable, perfected or not.

1.2 Interpretation

- (a) The words "hereof", "herein" and "hereunder" and other words of similar import used in this Agreement refer to this Agreement as a whole and not to any particular part of this Agreement.
- (b) The words "including" and "includes" means "including, without limitation" and "includes without limitation", respectively.
- (c) The word "costs" shall include legal fees on a solicitor and client basis.
- (d) The headings of Sections of this Agreement and the table of contents are inserted for ease of reference only and shall not in any way affect the interpretation of this Agreement.
- (e) Where the context so requires, in this Agreement words importing the singular only shall also include the plural and vice versa. If a term is defined in this Agreement, a derivative of that term shall have a corresponding meaning.
- (f) Reference herein to "written" and "in writing" includes telexed and telecopied communications.
- (g) Reference herein to any applicable law or any document, instrument or agreement means such applicable law or such document, instrument or agreement as originally implemented or executed, as modified, amended or supplemented from time to time. References herein to any Party shall include its permitted successors and assigns.
- (h) All references herein to dollar amounts or sums of money are to lawful funds of Canada.
- (i) Unless otherwise specifically stated, reference herein to any recital, Section or Schedule is a reference to such recital, Section or Schedule to or of this Agreement.

1.3 Schedule

The following Schedule is attached hereto, incorporated into and made a part of this Agreement:

Schedule A Fee Title Lands

ARTICLE 2 CONVEYANCE

2.1 Conveyance

Vendor hereby assigns, transfers, conveys and sets over its entire right, title, estate and interest in and to the Assets to Purchaser on the terms and conditions set forth in this Agreement effective as of the Effective Time and Purchaser hereby accepts from Vendor, the Assets, to have and to hold the same together with all benefits and advantages to be derived therefrom absolutely, subject to Permitted Encumbrances.

2.2 Payment of Purchase Price

- (a) The purchase price payable for the Assets is \$4,768,373 (the "Purchase Price"), which amount represents the Parties' best estimate of the fair market value of the Assets as of the Effective Time, subject to adjustment, if required, pursuant to Section 2.6.
- (b) Except as contemplated by Section 2.6, there shall be no other adjustments to the Purchase Price. All benefits and obligations of every kind and nature accruing, paid or payable and received or receivable in respect of the Assets, have been taken into account in the calculation of the Purchase Price.
- (c) Subject to adjustment pursuant to Section 2.6, the Purchase Price shall be paid by Purchaser issuing to Vendor 4,768,373 common shares in the capital of Purchaser (the "Consideration Shares").

2.3 Effective Time

The transfer and assignment of the Assets from Vendor to Purchaser shall be effective as of the Effective Time.

2.4 Section 85 Election

At the option of the Vendor, the Purchaser agrees that it will make a joint election with the Vendor pursuant to subsection 85(2) of the Income Tax Act, in the prescribed form and within the time stipulated by subsection 85(6) of the ITA, in respect of the Assets which qualify. The Parties agree that any penalties arising from a late election referred to in this Section 2.4 shall be paid by the Vendor. The Purchaser further agrees that the Vendor is authorized to determine the elected amount for the Assets which are subject to the election referred to in this Section 2.4 subject to the limitations contained in subsection 85(2) of the ITA.

2.5 Fair Market Value Price

In the event that the Minister of National Revenue, the Minister of Finance for the Province of Alberta, their authorized representatives, or any similar authority at any time hereafter proposes to issue or issues any assessment or assessments that impose or would impose any liability for any tax on the Vendor or the Purchaser or on any other Person on the basis that the fair market value of the Assets as of the date hereof is greater or less than the Purchase Price set out in Section 2.2 hereof, then the amount of the Purchase Price will be reviewed and the fair market value of the Assets will be deemed to be an amount determined as follows:

- (a) if the authority in making or proposing such an assessment or assessments also makes a determination of the fair market value of the Assets as of the date hereof and both the Vendor and the Purchaser, either before or after objection or appeal or by agreement with such authority, accept the determination, then the fair market value so determined will be deemed to be the fair market value of such Assets for the purposes of the Purchase Price in Section 2.2 hereof; and
- (b) in any other case, the parties will appoint a firm of chartered accountants in the Province of Alberta to make or obtain a second determination of the fair market value of the Assets, and the fair market value for the purposes of the Purchase Price will be the amount agreed upon by both the Vendor and the Purchaser after first receiving and considering such second determination or,

if they cannot agree, the matter of such value will be referred to a single arbitrator appointed under the *Arbitration Act* (Alberta) whose determination of such matters will be final.

2.6 Price Adjustment

If the Purchase Price set out in Section 2.2 hereof is reviewed and the fair market value of the Assets is deemed to be an amount determined pursuant to Section 2.5 hereof, then the Purchase Price hereunder will be adjusted accordingly and retroactively, *mutu pro tunc*, to the Effective Time.

2.7 Increase or Decrease in Purchase Price

The Purchaser and the Vendor agree to attribute the amount of any increase or decrease in the estimate of the Purchase Price pursuant to Sections 2.5 and 2.6 hereof to the Assets, as agreed between the Parties, which attribution shall be confirmed by resolution of the directors of the Purchaser; or if the attribution is not confirmed by resolution of the directors of the Purchaser within 180 days of the final determination of the adjustment pursuant to Sections 2.6 and 2.7 hereof, then by payment in cash of the amount of the increase or decrease in the Purchase Price by the appropriate Party.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Vendor's Representations and Warranties

Vendor hereby represents, warrants and covenants to and with Purchaser that:

- (a) Vendor is a general partnership and subsisting under the laws of its jurisdiction of formation;
- (b) Vendor has all requisite power and authority to enter into this Agreement and to convey the Assets on the terms described herein and to perform its other obligations under this Agreement;
- (c) the execution and delivery of this Agreement and each and every agreement or document to be executed and delivered hereunder and the consummation of the transactions contemplated herein will not violate, nor be in conflict with, any provision of any agreement or instrument to which Vendor is a party or is bound, or any judgment, decree, order, statute, rule or regulation applicable to Vendor or of the constituting documents of Vendor;
- (d) this Agreement has been duly executed and delivered by Vendor and all documents required hereunder to be executed and delivered by Vendor have been duly executed and delivered and this Agreement and such documents constitute legal, valid and binding obligations of Vendor enforceable in accordance with their respective terms;
- (e) Vendor is a Canadian partnership for the purposes of the ITA;
- (f) The Assets are free and clear of all Security Interests or other encumbrances other than Permitted Encumbrances;
- (g) Vendor has not received notice of any Claim, and to the Vendor's knowledge, there are no unsatisfied judgments, Claims or threatened Claims, against the Vendor in respect of or in connection with the Assets or the operation thereof;
- (h) Vendor has not received written notice of any breach or purported breach of any Applicable Law pertaining to the Assets or the ownership or operation thereof that remains outstanding in any material respect or that has not been remedied in all material respects;
- (i) None of the Assets are subject to any rights of first refusal in favour of any third parties;

- (j) the Assets have been operated in accordance with good oil and gas field practices and the requirements of Applicable Law;
- (k) after Closing, Purchaser shall be entitled to hold and enjoy the Assets without any lawful interruption by the Vendor or any Person claiming by, through or under it;
- (l) Vendor has not received notice of default and is not, to the Vendor's knowledge, in any default under any obligation, agreement, document, order, writ, injunction or decree of any court or of any Government Authority or administrative agency, which might result in impairment or loss of the interest of the Vendor in and to the Assets or which might otherwise materially adversely affect the Assets;
- (m) Vendor is not a non-resident of Canada within the meaning of the ITA; and
- (n) Vendor is registered for the purposes of the goods and services tax pursuant to Part IX of the Excise Tax Act and has been assigned GST registration number 846956431 RT0001.

3.2 Purchaser's Representations and Warranties

Purchaser hereby represents, warrants and covenants to and with Vendor that:

- (a) Purchaser is a corporation duly formed and subsisting under the laws of its jurisdiction of formation;
- (b) Purchaser has all requisite power and authority to enter into this Agreement and to accept the Assets on the terms described herein and to perform its other obligations under this Agreement;
- (c) the execution and delivery of this Agreement and each and every agreement or document to be executed and delivered hereunder and the consummation of the transactions contemplated herein will not violate, nor be in conflict with, any provision of any agreement or instrument to which Purchaser is a party or is bound, or any judgment, decree, order, statute, rule or regulation applicable to Purchaser or of the constituting documents of Purchaser;
- (d) this Agreement has been duly executed and delivered by Purchaser and all documents required hereunder to be executed and delivered by Purchaser have been duly executed and delivered and this Agreement and such documents constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms;
- (e) Purchaser is not a non-resident of Canada within the meaning of the ITA;
- (f) Purchaser is registered for the purposes of the goods and services tax pursuant to Part IX of the Excise Tax Act and has been assigned GST registration number 792038929 RT0001; and
- (g) the Consideration Shares shall be issued free and clear of any encumbrances or rights of third parties, voting trusts, proxies and other interests, claims or demands of every kind or nature whatsoever other than such as may be created by, through or under Vendor) and good title to the Consideration Shares will vest in Vendor.

3.3 Survival

Notwithstanding anything to the contrary contained herein, the representations and warranties set forth in Sections 3.1 and 3.2 shall survive Closing for the benefit of the Parties for a period of 12 months following the Closing.

3.4 No Merger

The covenants, representations and warranties set forth in Sections 3.1 and 3.2 shall be deemed to apply to all assignments, conveyances, transfers and documents conveying any of the Assets from Vendor to Purchaser and there shall not be any merger of any covenant, representation or warranty in such assignments, transfers or documents notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

ARTICLE 4 REGISTERED TITLE AND SPECIFIC CONVEYANCE

4.1 Specific Conveyances and Holding Title in Trust

To the extent registered title to all or any portion of the Assets is held in the name of Vendor, Vendor shall continue to hold registered title to such Assets in trust, as nominee and bare trustee, for Purchaser. Upon request of Purchaser, Vendor shall, provide to Purchaser such transfers, assignments, notices of assignment, novation agreements and other conveyances which are necessary or appropriate to transfer the title to the Assets currently held in the name of Vendor to Purchaser or as Purchaser otherwise directs. Purchaser shall be responsible at its cost for circulating and registering such conveyances and paying all transfer, registration, sales tax and other charges incurred in connection therewith.

ARTICLE 5 ACKNOWLEDGEMENT OF LIABILITIES AND INDEMNITIES

5.1 Acknowledged Liabilities

Purchaser hereby acknowledges and agrees to duly and punctually perform, pay and discharge:

- (a) all obligations related to the Assets under Applicable Law other than those that were required to be performed or observed, or otherwise related to periods, prior to the Effective Time; and
- (b) all obligations and Liabilities relating to the Assets that arise from or relate to acts, omissions, events or circumstances occurring after the Effective Time, including Losses, Liabilities and Claims arising from operations relating to the Assets conducted after the Effective Time.

5.2 Vendor's Liability and Indemnity Obligations

Vendor shall:

- (a) be liable to Purchaser for all Losses and Liabilities Purchaser may suffer, sustain, pay or incur; and
- (b) as a separate and independent covenant, indemnify and save Purchaser harmless from and against all Claims made against Purchaser,

as a direct result of any act, omission, fact or circumstance which constitutes a breach of the representations and warranties of Vendor in Section 3.1 or a breach of any covenant or agreement of Vendor contained in this Agreement.

5.3 Purchaser's Liability and Indemnity Obligations

Purchaser shall

- (a) be liable to Vendor for all Losses and Liabilities Vendor may suffer, sustain, pay or incur; and
- (b) as a separate and independent covenant, indemnify and save harmless Vendor from and against all Claims made against Vendor,

(i) as a direct result of any act, omission, fact or circumstance which constitutes a breach of the representations and warranties of Purchaser in Section 3.2 or a breach of any covenant or agreement of Purchaser contained in this Agreement; or (ii) connected with or relating to the Liabilities acknowledged by Purchaser in Section 5.1.

5.4 Limitations on Liabilities and Indemnities

- (a) A Party shall not be liable to, or required to indemnify and save harmless, the other Party pursuant to this Article 5 in respect of Losses, Liabilities or Claims to the extent they are:
 - (i) reimbursed or reimbursable to the other Party by insurance; or
 - (ii) caused by or result from the negligence or wilful misconduct of the other Party after the date hereof.
- (b) No Claim in respect of a breach of a representation, warranty or covenant by a Party, shall be made or be enforceable by the other Party, whether by legal proceedings or otherwise, unless written notice of such Claim, with reasonable particulars, is given by such Party to the Party against whom such Claim is made within a period of 12 months from the date hereof.
- (c) No Claim shall be made by a Party in respect of a breach of the representations, warranties and covenants made by the other Party in this Agreement except pursuant to this Article 5.
- (d) The Parties acknowledge and agree that the limitations of liability and the remedies provided in this Article 5 are reasonable and represent the agreed upon allocation between the Parties of all risks and liabilities, whether known or unknown, actual or contingent, pertaining to the conveyance of the Assets from Vendor to Purchaser pursuant to this Agreement.

5.5 Environmental Obligations

The Purchaser acknowledges that from and after the Effective Time, the Purchaser shall become responsible for payment, performance and discharge of all Environmental Liabilities.

ARTICLE 6 MISCELLANEOUS

6.1 Further Assurances

At Closing and thereafter as may be necessary or desirable, and without further consideration, the Parties shall execute, acknowledge and deliver such other instruments and shall take such other action as may be necessary to carry out their respective obligations under this Agreement.

6.2 Governing Law

This Agreement shall, in all respects, be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta. Each Party accepts the exclusive jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom.

6.3 Time

Time shall be of the essence of this Agreement.

6.4 Notice

The address for notices of each of the Parties shall be as follows:

(a) Vendor:

MFC Resource Partnership
 1035 7th Avenue SW, Suite 400
 Calgary, Alberta
 T2P 3L9
 Facsimile: (403) 237-9410

Attention: Management Committee

(b) Purchaser:

1059032 B.C. Ltd.
 1860 – 400 Burrard Street
 Vancouver, British Columbia V6C 3A6

Attention: President

Either of the Parties may from time to time change its address for service herein by giving written notice to the other Party. Any notice may be served by personal service upon an officer of a Party or by mailing the same by prepaid post in a properly addressed envelope addressed to the Party at its address for service hereunder. Any notice given by service upon an officer of a Party shall be deemed to be given on the date of such service and any notice given by mail shall be deemed to be given to and received by the addressee on the fifth day (except Saturdays, Sundays, statutory holidays and days upon which postal service in Canada is interrupted) after the mailing thereof.

6.5 Superseding

This Agreement shall supersede and replace any and all prior agreements between the Parties relating to the sale and purchase of the Assets, and may be amended only by written instrument signed by all Parties.

6.6 Entire Agreement

This Agreement states the entire agreement between the Parties.

6.7 Enforcement

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors, receivers, receiver-managers, trustees and permitted assigns.

The remainder of this page is intentionally left blank.

10

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

MFC RESOURCE PARTNERSHIP by its authorized signatories for and on behalf of its Management Committee

Per: _____
Name: Michael Squith
Title: Member of Management Committee

Per: _____
Name: Robert Jennings
Title: Member of Management Committee

1059032 B.C. LTD.

Per: _____
Name: Samuel Morrow
Title: Director

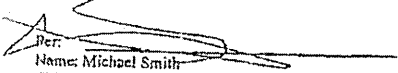
This is the execution page to the Purchase, Sale and Conveyance Agreement made as of the 29th day of December, 2015 between MFC Resource Partnership and 1059032 B.C. Ltd.

{00153722.3}

10

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

MFC RESOURCE PARTNERSHIP by its authorized signatories for and on behalf of its Management Committee

Per: 
Name: Michael Smith
Title: Member of Management Committee

Per: _____
Name: Robert Jennings
Title: Member of Management Committee

1059032 B.C. LTD.

Per: _____
Name: Samuel Morrow
Title: Director

This is the execution page to the Purchase, Sale and Conveyance Agreement made as of the 29th day of December, 2015 between MFC Resource Partnership and 1059032 B.C. Ltd.

(0015572E.3)

10

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

MFC RESOURCE PARTNERSHIP by its authorized signatories for and on behalf of its Management Committee

Per: _____
Name: Michael Smith
Title: Member of Management Committee

Per: _____
Name: Robert Jennings
Title: Member of Management Committee

1059032 B.C. LTD.

Per:  _____
Name: Samuel Morrow
Title: Director

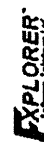
This is the execution page to the Purchase, Sale and Conveyance Agreement made as of the 24th day of December, 2015 between MFC Resource Partnership and 1059032 B.C. Ltd.

{00155728.3}

**SCHEDULE A to the Purchase, Sale and Conveyance Agreement made as of the 29th day of December, 2015
between MFC Resource Partnership and 1059032 B.C. Ltd.**

Fee Title Lands

See attached



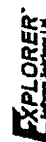
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File Number	Title Information	Land	Seller's Interest	Encumbrances	Operating Contract	Wells
M07503 A	LSE TYPE: COMPTON FE TWP 14 RGE 23 W 4M W 23 LSE DATE: 2007 Jan 04 (UNDIVIDED 1/6 INTEREST) EFF DATE: 2007 Jan 04 ALL M&M EXP DATE: NIL MNRL INT: 18.67 GROSS ACRES: 53.330 NET ACRES: 53.330 COUNT ACREAGE: Y	EXCL COAL EXCL PET	CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M00798 A	LSE TYPE: COMPTON FE TWP 15 RGE 25 W 4M W 23 LSE DATE: 1999 Apr 14 ALL M&M EFF DATE: 1999 Apr 14 EXCL COAL EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 322.000 NET ACRES: 322.000 COUNT ACREAGE: Y	EXCL PETROLEUM	CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M08301 A	LSE TYPE: COMPTON FE TWP 18 RGE 29 W 4M FR SW 36 LSE DATE: 2003 Aug 18 ALL M&M EFF DATE: 2003 Aug 18 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 1.021 NET ACRES: 1.021 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M08303 A	LSE TYPE: COMPTON FE TWP 18 RGE 29 W 4M PTN N 36 LSE DATE: 2008 Jan 15 ALL M&M EFF DATE: 2008 Jan 15 EXP DATE: NIL MNRL INT: 0.0 GROSS ACRES: 287.330 NET ACRES: 287.330 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	

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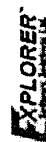
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File Number	Title Information	Leads	Seller's Interests	Encumbrances	Operating Contract	Wells
M03979 A	LSE TYPE: COMPTON FE TWP 20 RGE 23 W4M NW 15 LSE DATE: 2002 Oct 07 ALL M&M EXCL COAL EFF DATE: 2002 Oct 07 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M03980 A	LSE TYPE: COMPTON FE TWP 20 RGE 23 W4M NE 16 LSE DATE: 2002 Oct 07 ALL M&M EXCL COAL EFF DATE: 2002 Oct 07 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M03981 A	LSE TYPE: COMPTON FE TWP 20 RGE 23 W4M SW 21 LSE DATE: 2002 Oct 07 ALL M&M EXCL COAL EFF DATE: 2002 Oct 07 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M03978 A	LSE TYPE: COMPTON FE TWP 20 RGE 23 W4M SE 22 LSE DATE: 2002 Oct 07 ALL M&M EXCL COAL EFF DATE: 2002 Oct 07 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	

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File Number	Title Information	Land	Seller's Information	Encumbrances	Operating Contract	Wells
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COUNT ACREAGE: Y

M06181 A	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M PTN NW 7, LSE DATE: 1997 Apr 01 PTN NE 7 EFF DATE: 1997 Apr 01 (UNDIVIDED 37.5% INTEREST) EXP DATE: NIL MNRL INT: 37.5 GROSS ACRES: 70.568 NET ACRES: 70.568 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV GOR ALL 12.5% BASED ON 100.0% PDBY MFC RESOUR 100.0% ROFR Not Applicable	ROYALTY LINKS C01285 A General 0000	
				NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	C02881 A General 0000 No ROFR Applies	
M06409 A	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M S 10 LSE DATE: 2004 Dec 31 (UNDIVIDED 1/2 INTEREST) EFF DATE: 2004 Dec 31 ALL PNG EXP DATE: NIL MNRL INT: 50.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M07912 A	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M S 10 LSE DATE: 2007 Jun 27 (UNDIVIDED 1/2 INTEREST) EFF DATE: 2007 Jun 27 ALL PNG EXP DATE: NIL MNRL INT: 50.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M00134 A	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M PTN SW 18 LSE DATE: 1997 Apr 01 (UNDIVIDED 3/8 INTEREST) EFF DATE: 1997 Apr 01 ALL M&M FROM TOP SURFACE TO EXP DATE: NIL MNRL INT: 37.5		CUR INT: WI MFC RESOUR 100.0%	NONCONV GOR ALL 12.5% BASED ON 100.0% PDBY MFC RESOUR 100.0% ROFR Not Applicable	ROYALTY LINKS C01285 B General 0000	

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File Number	Title Information	Land	Seller's Information	Encumbrances	Operating Contract	Wells
	GROSS ACRES: 59.970 NET ACRES: 59.970 COUNT ACREAGE: Y			NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	C02881 AA General 0000 No ROFR Applies	
M00134 B	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M SE18 LSE DATE: 1997 Apr 01 (UNDIVIDED 3/8 INTEREST) EFF DATE: 1997 Apr 01 ALL M&M EXP DATE: NIL MNRL INT: 37.5 GROSS ACRES: 60.000 NET ACRES: 60.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV GOR ALL 12.5% BASED ON 100.0% PDBY MFC RESOUR 100.0% NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C01285 C General 0000 ROFR Not Applicable C02881 AA General 0000 No ROFR Applies	
M05517 A	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M NE 27 LSE DATE: 2008 Jan 25 (UNDIVIDED 2/32 INTEREST) EFF DATE: 2008 Jan 25 ALL M&M EXCL COAL EXP DATE: NIL MNRL INT: 6.25 GROSS ACRES: 10.000 NET ACRES: 10.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M08034 A	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M NE 27 LSE DATE: 2007 Sep 08 (UNDIVIDED 1/16 INTEREST) EFF DATE: 2007 Sep 08 ALL M&M EXP DATE: NIL MNRL INT: 6.25 GROSS ACRES: 10.000 NET ACRES: 10.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M00136 A	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M NW 28 LSE DATE: 1997 Apr 01 ALL PNG		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0%	ROYALTY LINKS	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00875 A	EFF DATE: 1997 Apr 01					
	EXP DATE: NIL					
	MNRL INT: 100.0					
	GROSS ACRES: 180.000			BASED ON 100.0%	C02881 AA	
	NET ACRES: 180.000			PDBY MFC RESOUR 100.0%	General 0000	
	COUNT ACREAGE: Y				No ROFR Applies	
M00874 A	LSE TYPE: COMPTON FE TWP 20 RGE 29 W 4M NW 1		CUR INT: WI	NONCONV HGORR		
	LSE DATE: 1998 Mar 27 (AS TO AN UND 25.5% INT)		MFC RESOUR 100.0%	ALL 5.0%	ROYALTY LINKS	
	EFF DATE: 1998 Mar 27 ALL PNG			BASED ON 100.0%	C02881 AA	
	EXP DATE: NIL			PDBY MFC RESOUR 100.0%	General 0000	
	MNRL INT: 25.5				No ROFR Applies	
	GROSS ACRES: 40.800					
	NET ACRES: 40.800					
M00873 A	COUNT ACREAGE: Y					
	LSE TYPE: COMPTON FE TWP 20 RGE 29 W 4M L S D S 2, 3,		CUR INT: WI	NONCONV HGORR		
	LSE DATE: 1998 Mar 27 5, 6, 7, 8 OF 1		MFC RESOUR 100.0%	ALL 5.0%	ROYALTY LINKS	
	EFF DATE: 1998 Mar 27 (AS TO AN UND 9.375% INT)			BASED ON 100.0%	C02881 AA	
	EXP DATE: NIL			PDBY MFC RESOUR 100.0%	General 0000	
	MNRL INT: 9.375				No ROFR Applies	
M00135 A	GROSS ACRES: 22.500					
	NET ACRES: 22.500					
	COUNT ACREAGE: Y					
	LSE TYPE: COMPTON FE TWP 20 RGE 29 W 4M L S D 6 OF 27		CUR INT: WI	NONCONV GOR		
	LSE DATE: 1997 Apr 01 (UNDIVIDED 3/4 INTEREST)		MFC RESOUR 100.0%	ALL 12.5%	ROYALTY LINKS	
	EFF DATE: 1997 Apr 01 ALL PNG			BASED ON 100.0%	C02881 AA	
	EXP DATE: NIL			PDBY MFC RESOUR 100.0%	General 0000	
	MNRL INT: 75.0				No ROFR Applies	
	GROSS ACRES: 30.000			NONCONV HGORR		
	NET ACRES: 30.000			ALL 5.0%		
	COUNT ACREAGE: Y			BASED ON 100.0%		
				PDBY MFC RESOUR 100.0%		

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File Number	Title Information	Land	Seller's Interests	Encumbrances	Operating Contract	Wells
M03528 A	LSE TYPE: COMPTON FE TWP 21 RGE 28 W4M S & NE 23. LSE DATE: 2002 Mar 01 PTN NW 23 EFF DATE: 2002 Mar 01 (UNDIVIDED 1/20 INTEREST) EXP DATE: NIL MNRL INT: 5.0 GROSS ACRES: 31.950 NET ACRES: 31.950 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M03530 A	LSE TYPE: COMPTON FE TWP 21 RGE 28 W4M S & NE 23. LSE DATE: 2002 Mar 01 PTN NW 23 EFF DATE: 2002 Mar 01 (UNDIVIDED 1/20 INTEREST) EXP DATE: NIL MNRL INT: 5.0 GROSS ACRES: 31.950 NET ACRES: 31.950 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M03537 A	LSE TYPE: COMPTON FE TWP 21 RGE 28 W4M SW 25, PTN LSE DATE: 2002 Mar 01 N 25, PTN SE 25 EFF DATE: 2002 Mar 01 (UNDIVIDED 1/20 INTEREST) EXP DATE: NIL MNRL INT: 5.0 GROSS ACRES: 24.613 NET ACRES: 24.613 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M03538 A	LSE TYPE: COMPTON FE TWP 21 RGE 28 W4M SW 25, PTN LSE DATE: 2002 Mar 01 25, PTN SE 25 EFF DATE: 2002 Mar 01 (UNDIVIDED 1/20 INTEREST) EXP DATE: NIL MNRL INT: 5.0 GROSS ACRES: 24.613 NET ACRES: 24.613 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	

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File Number	Title Information	Land	Seller's Information	Encumbrances	Operating Contract	Wells
M00149 A	LSE TYPE: COMPTON FE TWP 22 RGE 28 W 4M PTN N 7 LSE DATE: 1997 Apr 01 ALL M&M EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 200.970 NET ACRES: 200.970 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M03956 A	LSE TYPE: COMPTON FE TWP 22 RGE 28 W 4M PTN N 7. LSE DATE: 2002 Dec 27 PTN SW 7, PTN LSD 7,8 OF 7 EFF DATE: 2002 Dec 27 ALL M&M EXCL COAL EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 282.170 NET ACRES: 282.170 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M07848 A	LSE TYPE: COMPTON FE TWP 22 RGE 28 W 4M PTN SW 7. LSE DATE: 2007 May 01 LSD 1,2 OF 7 EFF DATE: 2007 May 01 ALL M&M EXCL COAL EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 81.000 NET ACRES: 81.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M00157 A	LSE TYPE: COMPTON FE TWP 22 RGE 28 W 4M 17 LSE DATE: 1997 Apr 01 ALL M&M EXCL ALL NG EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	

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File Number	Title Information	Land	Seller's Interest	Encumbrances	Operating Contract	Wells
COUNT ACREAGE: Y						
M00132 B	LSE TYPE: COMPTON FE TWP 22 RGE 28 W 4M S 18 LSE DATE: 1997 Apr 01 ALL M&M EXCL ALL NG EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 320.000 NET ACRES: 320.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M00155 A	LSE TYPE: COMPTON FE TWP 22 RGE 28 W 4M N 30 LSE DATE: 1997 Apr 01 ALL M&M EXCLUDING ALL NG EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 320.000 NET ACRES: 320.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M00154 A	LSE TYPE: COMPTON FE TWP 22 RGE 28 W 4M S 31 LSE DATE: 1997 Apr 01 ALL M&M EXCLUDING ALL NG EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 637.000 NET ACRES: 637.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M00153 A	LSE TYPE: COMPTON FE TWP 22 RGE 28 W 4M PTN N 11, LSE DATE: 1997 Apr 01 PTN SW 11 EFF DATE: 1997 Apr 01 ALL M&M EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 302.500		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	NET ACRES: 302.500 COUNT ACREAGE: Y					
M00152 A	LSE TYPE: COMPTON FE TWP 22 RGE 29 W 4M 23 LSE DATE: 1997 Apr 01 ALL M&M EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M00151 A	LSE TYPE: COMPTON FE TWP 22 RGE 29 W 4M 25 LSE DATE: 1997 Apr 01 ALL M&M EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M00150 A	LSE TYPE: COMPTON FE TWP 22 RGE 29 W 4M 36 LSE DATE: 1997 Apr 01 ALL M&M EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 638.820 NET ACRES: 638.820 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M01927 A	LSE TYPE: COMPTON FE TWP 23 RGE 27 W 4M 9 LSE DATE: 2002 Apr 22 ALL M&M EXCL NG EFF DATE: 2002 Apr 22 EXP DATE: NIL MNRL INT: 100.0		CUR INT: WI MFC RESOUR 100.0%	NONCONV GOR ALL 12.0% BASED ON 46.4625% PDBY MFC RESOUR 100.0% ROFR Not Applicable OPER: MFC RESOUR	CUR INT OPER CONT C00100-1 D General 0000 ROFR Not Applicable OPER: MFC RESOUR	



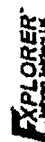
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File Number	Title Information	Leads	Seller's Interests	Encumbrances	Operating Contract	Wells
M08185 A	GROSS ACRES: 640.000			NONCONV HGORR		
	NET ACRES: 640.000			ALL 5.0%	ROYALTY LINKS	
	COUNT ACREAGE: Y			BASED ON 100.0%	C00100-1 D	
				PDBY MFC RESOUR 100.0%	General 0000	
					ROFR Not Applicable	
M02842 A					C02881 A	
					General 0000	
					No ROFR Applies	
M02841 A						

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
COUNTACREAGE: Y						
M03789 A	LSE TYPE: COMPTON FE TWP 14 RGE 2 W5M E 21 LSE DATE: 2002 Nov 19 ALL M&M EFF DATE: 2002 Nov 19 EXCL COAL EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 320.000 NET ACRES: 320.000 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTYLINKS C02881 A General 0000 No ROFR Applies	
M01444 A	LSE TYPE: COMPTON FE TWP 18 RGE 2 W5M S & NW 26 LSE DATE: 2000 Jun 08 (UND 46 2/3 INT) EFF DATE: 2000 Jun 08 ALL M&M EXP DATE: NIL MNRL INT: 46.66 GROSS ACRES: 223.970 NET ACRES: 223.970 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTYLINKS C02881 A General 0000 No ROFR Applies	
M00280 A	LSE TYPE: COMPTON FE TWP 19 RGE 1 W5M SE 25 LSE DATE: 1997 Apr 01 (UND 1/3 INT) EFF DATE: 1997 Apr 01 ALL M&M EXP DATE: NIL MNRL INT: 33.3333 GROSS ACRES: 53.330 NET ACRES: 53.330 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTYLINKS C02881 AA General 0000 No ROFR Applies	
M03869 A	LSE TYPE: COMPTON FE TWP 19 RGE 1 W5M SE 25 LSE DATE: 2002 Sep 26 (UNDIVIDED 1/3 INTEREST) EFF DATE: 2002 Sep 26 ALL M&M EXP DATE: NIL MNRL INT: 33.333 GROSS ACRES: 53.330		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTYLINKS C02881 A General 0000 No ROFR Applies	

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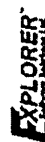
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File Number	Title Information	Land	Owner's Interest	Encumbrances	Operating Contract	Wells
NET ACRES: 53.330 COUNT ACREAGE: Y						
M01014 A	LSE TYPE: COMPTON FE TWP 19 RGE 1 W5M LSD 3.4 OF 25 LSE DATE: 1997 Nov 01 ALL PNG EFF DATE: 1997 Nov 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 80.000 NET ACRES: 80.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV GRT ALL 12.5% BASED ON 100.0% PDBY MFC RESOUR 100.0% NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M04502 A	LSE TYPE: COMPTON FE TWP 20 RGE 1 W5M P1N NE 13 LSE DATE: 2003 May 01 ALL M&M EXCL COAL EFF DATE: 2003 May 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 1.000 NET ACRES: 1.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M06188 A	LSE TYPE: COMPTON FE TWP 20 RGE 1 W5M P1N NW 13 LSE DATE: 2003 May 01 ALL M&M EXCL COAL EFF DATE: 2003 May 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 1.000 NET ACRES: 1.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M07232 A	LSE TYPE: COMPTON FE TWP 20 RGE 2 W5M NE 9 LSE DATE: 2006 Sep 13 (UNDIVIDED 1/2 INTEREST) EFF DATE: 2006 Sep 13 ALL PNG EXP DATE: NIL		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000	

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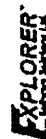
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File Number	Title	Land	Seller's Interests	Encumbrances	Operating Contract	Wells
M07230 A	MNRL INT: 50.0					No ROFR Applies
	GROSS ACRES: 80.000					
	NET ACRES: 80.000					
	COUNT ACREAGE: Y					
	LSE TYPE: COMPTON FE TWP 20 RGE 2 W5M P1N SE 17		CUR INT: WI	NONCONV HGORR		
	LSE DATE: 2006 Sep 13	ALL M&M	MFC RESOUR 100.0%	ALL 5.0%	ROYALTY LINKS	
	EFF DATE: 2006 Sep 13	EXCL COAL		BASED ON 100.0%	C02881 A	
	EXP DATE: NIL	EXCL PET		PDBY MFC RESOUR 100.0%	General 0000	
	MNRL INT: 100.0				No ROFR Applies	
	GROSS ACRES: 81.360					
	NET ACRES: 81.360					
	COUNT ACREAGE: Y					
M07231 A	LSE TYPE: COMPTON FE TWP 20 RGE 2 W5M NW & SE 17		CUR INT: WI	NONCONV HGORR		
	LSE DATE: 2006 Sep 13	ALL COAL	MFC RESOUR 100.0%	ALL 5.0%	ROYALTY LINKS	
	EFF DATE: 2006 Sep 13			BASED ON 100.0%	C02881 A	
	EXP DATE: NIL			PDBY MFC RESOUR 100.0%	General 0000	
	MNRL INT: 100.0				No ROFR Applies	
	GROSS ACRES: 320.000					
	NET ACRES: 320.000					
	COUNT ACREAGE: Y					
M07233 A	LSE TYPE: COMPTON FE TWP 20 RGE 2 W5M N 17		CUR INT: WI	NONCONV HGORR		
	LSE DATE: 2006 Sep 13	(UNDIVIDED 1/2 INTEREST)	MFC RESOUR 100.0%	ALL 5.0%	ROYALTY LINKS	
	EFF DATE: 2006 Sep 13	ALL PNG		BASED ON 100.0%	C02881 A	
	EXP DATE: NIL			PDBY MFC RESOUR 100.0%	General 0000	
	MNRL INT: 50.0				No ROFR Applies	
	GROSS ACRES: 160.000					
	NET ACRES: 160.000					
	COUNT ACREAGE: Y					
M07234 A	LSE TYPE: COMPTON FE TWP 20 RGE 2 W5M E 19		CUR INT: WI	NONCONV HGORR		
	LSE DATE: 2006 Sep 13	(UNDIVIDED 1/2 INTEREST)	MFC RESOUR 100.0%	ALL 5.0%	ROYALTY LINKS	
	EFF DATE: 2006 Sep 13	ALL PNG		BASED ON 100.0%	C02881 A	

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File Number	Title Information	Land	Seller's Interest	Encumbrances	Operating Contract	Wells
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EXP DATE: NIL
 MNRL INT: 50.0
 GROSS ACRES: 160.000
 NET ACRES: 160.000
 COUNTACREAGE: Y

PDBY MFC RESOUR 100.0%

General 0000

No ROFR Applies

TAB

11

NOTICE OF ASSIGNMENT

Heritage Compton Petroleum Corporation Lands;
Various Lands - AB (For reference only)

WHEREAS, by agreement ("Transfer Agreement") dated December 29, 2015, 0989 Resource Partnership (formerly MFC Resource Partnership), as Assignor, transferred and conveyed effective December 29, 2015 ("Transfer Date") an interest in property as more fully described below to 1059302 B.C. Ltd. as Assignee; and

WHEREAS, Assignor and one or more parties ("Third Party") are subject to and bound by that certain Compton Amended and Restated Gross Overriding Royalty Agreement dated June 24, 2010, made between, by or among Compton Petroleum Corporation, Compton Petroleum (a general partnership), Hornet Energy Ltd., and Caledonian Royalty Corporation, as may have been amended, affecting the land or property therein described ("Master Agreement"); and

WHEREAS, in accordance with the terms and provisions of the Master Agreement, Assignor and Assignee intend to serve notice to current Third Party to the Master Agreement of the transfer and conveyance as described in the Transfer Agreement.

NOW, THEREFORE, THIS NOTICE OF ASSIGNMENT WITNESSES THAT in consideration of the mutual advantages and benefits accruing to the parties hereto, notice is hereby given, as follows:

1. Assignor (specify proportions if more than one Assignor):

0989 RESOURCE PARTNERSHIP

2. Assignee (specify proportions if more than one Assignee and include address for service of notice pursuant to Master Agreement).

**1059032 B.C. LTD.
1860 - 400 BURNARD STREET
VANCOUVER, BC
V6C 3A6**

Attention: **Land Manager**

3. Current Third Party to Master Agreement:

CALEDONIAN ROYALTY CORPORATION

4. Assigned Interest: (Check A or B below):

☐ A. Transfer Agreement covers 100.00% of Assignor's entire undivided right, title and interest in the Master Agreement but shall not include rights of the Assignor as operator ("Assigned Interest"); OR

☒ B. Transfer Agreement covers a portion of Assignor's right, title and interest in the Master Agreement but shall not include rights of the Assignor as operator ("Assigned Interest"). In the event Alternative B is checked, the following is the legal description of all lands and interests transferred and conveyed in the Transfer Agreement (attach schedule if more space is needed):

SEE ATTACHED SCHEDULE "A"

5. Subject to Clause 7 of this Notice of Assignment, Assignor and Assignee, in accordance with the terms of the Transfer Agreement, acknowledge that:
- (i) Assignor has transferred and conveyed the Assigned Interest to the Assignee as of the Transfer Date; and
 - (ii) Assignee agrees to replace Assignor, on and after the Transfer Date, as a party to the Master Agreement with respect to the Assigned Interest; and
 - (iii) Assignee agrees to be bound by and observe all terms, obligations and provisions in the Master Agreement with respect to the Assigned Interest on and after the Transfer Date.
6. Subject to the terms and provisions of the Transfer Agreement, Assignee on and after the Transfer Date:
- (i) discharges and releases Assignor from the observance and performance of all terms and covenants in the Master Agreement and any obligations and liabilities which arise or occur under the Master Agreement with respect to the Assigned Interest; and
 - (ii) does not release and discharge Assignor from any obligation or liability which had arisen or accrued prior to the Transfer Date or which does not relate to the Assigned Interest.
7. Assignee and Assignor agree that in all matter relating to the Master Agreement with respect to the Assigned Interest, subsequent to the Transfer Date and prior to the Binding Date, Assignor acts as trustee for and duly authorized agent of Assignee, and Assignee, for the benefit of the Third Party, ratifies, adopts and confirms all acts or omissions of Assignor in such capacity as trustee and agent.
8. This Notice of Assignment shall become binding on all parties to the Master Agreement on the first day of the second calendar month following the month this notice is served on Third Party in accordance with the terms of the Master Agreement ("Binding Date"). In addition, Assignor and Assignee agree that they shall be solely responsible for any adjustment between themselves with respect to the Assigned Interest as to revenues, benefits, costs, obligations or indemnities which accrue prior to the Binding Date.
9. Assignor represents and certifies that this Notice of Assignment and its service are in compliance with all the terms and provisions of the Master Agreement.

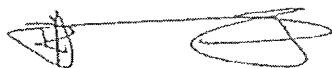
IN WITNESS WHEREOF this Notice of Assignment has been duly executed by Assignor and Assignee on the date indicated for each below:

Assignor

Assignee

0989 RESOURCE PARTNERSHIP

1059032 B.C. LTD.



Rob Jennings
Chief Operating Officer

Samuel Morrow
Director

Dated: June 28, 2016

Dated: June 28, 2016

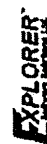
SCHEDULE "A" ATTACHED TO NOTICE OF ASSIGNMENT BETWEEN 0989 RESOURCE PARTNERSHIP AND 1059032 B.C. LTD., DATED JUNE 28, 2016

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File Number	Title Information	Land	Seller's Interest	Encumbrances	Operating Contract	Notes
M07503 A	LSE TYPE: COMPTON FE TWP 14 RGE 23 W4M W23 LSE DATE: 2007 Jan 04 (UNDIVIDED 1/8 INTEREST) EFF DATE: 2007 Jan 04 ALL M&M EXP DATE: NIL MNRL INT: 16.67 GROSS ACRES: 53.330 NET ACRES: 53.330 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M00798 A	LSE TYPE: COMPTON FE TWP 15 RGE 25 W4M W 23 LSE DATE: 1998 Apr 14 ALL M&M EFF DATE: 1998 Apr 14 EXCL COAL EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 322.000 NET ACRES: 322.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M08301 A	LSE TYPE: COMPTON FE TWP 18 RGE 28 W4M FR SW 36 LSE DATE: 2003 Aug 18 ALL M&M EFF DATE: 2003 Aug 18 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 1.021 NET ACRES: 1.021 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M09303 A	LSE TYPE: COMPTON FE TWP 18 RGE 28 W4M PT N N 36 LSE DATE: 2008 Jan 15 ALL M&M EFF DATE: 2008 Jan 15 EXP DATE: NIL MNRL INT: 0.0 GROSS ACRES: 267.330 NET ACRES: 267.330 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	



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File Number	Title Information	Land	Seller's Interests	Encumbrances	Operating Contract	Wells
M03979 A	LSE TYPE: COMPTON FE TWP 20 RGE 23 W4M NW 15 LSE DATE: 2002 Oct 07 ALL M&M EXCL COAL EFF DATE: 2002 Oct 07 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M03980 A	LSE TYPE: COMPTON FE TWP 20 RGE 23 W4M NE 16 LSE DATE: 2002 Oct 07 ALL M&M EXCL COAL EFF DATE: 2002 Oct 07 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M03981 A	LSE TYPE: COMPTON FE TWP 20 RGE 23 W4M SW 21 LSE DATE: 2002 Oct 07 ALL M&M EXCL COAL EFF DATE: 2002 Oct 07 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M03978 A	LSE TYPE: COMPTON FE TWP 20 RGE 23 W4M SE 22 LSE DATE: 2002 Oct 07 ALL M&M EXCL COAL EFF DATE: 2002 Oct 07 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 160.000 NET ACRES: 160.000		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	



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File Number	Title Information	Lands	Seller's Interest	Encumbrances	Operating Contract	Visuals
COUNTACREAGE: Y						
M06181 A	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M PTN NW 7. LSE DATE: 1997 Apr 01 PTN NE 7 EFF DATE: 1997 Apr 01 (UNDIVIDED 37.5% INTEREST) EXP DATE: NIL MNRL INT: 37.5 GROSS ACRES: 70.588 NET ACRES: 70.588 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV GOR ALL 12.5% BASED ON 100.0% PDBY MFC RESOUR 100.0% NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C01285 A General 0000 ROFR Not Applicable C02881 A General 0000 No ROFR Applies	
M05409 A	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M S 10 LSE DATE: 2004 Dec 31 (UNDIVIDED 1/2 INTEREST) EFF DATE: 2004 Dec 31 ALL PNG EXP DATE: NIL MNRL INT: 50.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M07812 A	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M S 10 LSE DATE: 2007 Jun 27 (UNDIVIDED 1/2 INTEREST) EFF DATE: 2007 Jun 27 ALL PNG EXP DATE: NIL MNRL INT: 50.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M00134 A	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M PTN SW 18 LSE DATE: 1997 Apr 01 (UNDIVIDED 3/8 INTEREST) EFF DATE: 1997 Apr 01 ALL M&M FROM TOP SURFACE TO EXP DATE: NIL MNRL INT: 37.5		CUR INT: WI MFC RESOUR 100.0%	NONCONV GOR ALL 12.5% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C01285 B General 0000 ROFR Not Applicable	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00134 B	GROSS ACRES: 59.970			NONCONV HGORR	C02881 AA	
	NET ACRES: 59.970			ALL 5.0%	General 0000	
	COUNT ACREAGE: Y			BASED ON 100.0%	No ROFR Applies	
				PDBY MFC RESOUR 100.0%		
	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M SE 18		CUR INT: WI	NONCONV GOR		
	LSE DATE: 1997 Apr 01 (UNDIVIDED 3/8 INTEREST)		MFC RESOUR 100.0%	ALL 12.5%	ROYALTY LINKS	
	EFF DATE: 1997 Apr 01 ALL M&M			BASED ON 100.0%	C01285 C	
	EXP DATE: NIL	EXCL PNG		PDBY MFC RESOUR 100.0%	General 0000	
	MNRL INT: 37.5				ROFR Not Applicable	
	GROSS ACRES: 60.000			NONCONV HGORR	C02881 AA	
M05517 A	NET ACRES: 60.000			ALL 5.0%	General 0000	
	COUNT ACREAGE: Y			BASED ON 100.0%	No ROFR Applies	
	PDBY MFC RESOUR 100.0%					
	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M NE 27		CUR INT: WI	NONCONV HGORR		
	LSE DATE: 2008 Jan 25 (UNDIVIDED 2/32 INTEREST)		MFC RESOUR 100.0%	ALL 5.0%	ROYALTY LINKS	
	EFF DATE: 2008 Jan 25 ALL M&M EXCL COAL			BASED ON 100.0%	C02881 A	
	EXP DATE: NIL			PDBY MFC RESOUR 100.0%	General 0000	
	MNRL INT: 6.25				No ROFR Applies	
	GROSS ACRES: 10.000					
	NET ACRES: 10.000					
M08034 A	COUNT ACREAGE: Y			NONCONV HGORR		
	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M NE 27		CUR INT: WI	ALL 5.0%	ROYALTY LINKS	
	LSE DATE: 2007 Sep 08 (UNDIVIDED 1/16 INTEREST)		MFC RESOUR 100.0%	BASED ON 100.0%	C02881 A	
	EFF DATE: 2007 Sep 08 ALL M&M			PDBY MFC RESOUR 100.0%	General 0000	
	EXP DATE: NIL				No ROFR Applies	
	MNRL INT: 6.25					
	GROSS ACRES: 10.000					
	NET ACRES: 10.000					
	COUNT ACREAGE: Y					
	LSE TYPE: COMPTON FE TWP 20 RGE 28 W 4M NW 28		CUR INT: WI	NONCONV HGORR		
M00138 A	LSE DATE: 1997 Apr 01 ALL PNG		MFC RESOUR 100.0%	ALL 5.0%	ROYALTY LINKS	



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M00875 A	EFF DATE: 1997 Apr 01					
	EXP DATE: NIL					
	MNRL INT: 100.0					
	GROSS ACRES: 160.000			BASED ON 100.0%	C02881 AA	
	NET ACRES: 160.000			PDBY MFC RESOUR 100.0%	General 0000	
	COUNT ACREAGE: Y				No ROFR Applies	
M00874 A	LSE TYPE: COMPTON FE TWP 20 RGE 29 W 4M NW 1		CUR INT: WI	NONCONV HGORR		
	LSE DATE: 1998 Mar 27 (AS TO AN UND 25.5% INT)		MFC RESOUR 100.0%	ALL 5.0%	ROYALTY LINKS	
	EFF DATE: 1998 Mar 27 ALL PNG			BASED ON 100.0%	C02881 AA	
	EXP DATE: NIL			PDBY MFC RESOUR 100.0%	General 0000	
	MNRL INT: 25.5				No ROFR Applies	
	GROSS ACRES: 40.800					
	NET ACRES: 40.800					
M00874 A	COUNT ACREAGE: Y					
	LSE TYPE: COMPTON FE TWP 20 RGE 29 W 4M LSDS 2, 3,		CUR INT: WI	NONCONV HGORR		
	LSE DATE: 1998 Mar 27 5, 6, 7, 8 OF 1		MFC RESOUR 100.0%	ALL 5.0%	ROYALTY LINKS	
	EFF DATE: 1998 Mar 27 (AS TO AN UND 9.375% INT)			BASED ON 100.0%	C02881 AA	
	EXP DATE: NIL			PDBY MFC RESOUR 100.0%	General 0000	
	MNRL INT: 9.375				No ROFR Applies	
M00135 A	GROSS ACRES: 22.500					
	NET ACRES: 22.500					
	COUNT ACREAGE: Y					
	LSE TYPE: COMPTON FE TWP 20 RGE 29 W 4M LSD 6 OF 27		CUR INT: WI	NONCONV GOR		
	LSE DATE: 1997 Apr 01 (UNDIVIDED 3/4 INTEREST)		MFC RESOUR 100.0%	ALL 12.5%	ROYALTY LINKS	
	EFF DATE: 1997 Apr 01 ALL PNG			BASED ON 100.0%	C02881 AA	
M00135 A	EXP DATE: NIL			PDBY MFC RESOUR 100.0%	General 0000	
	MNRL INT: 75.0				No ROFR Applies	
	GROSS ACRES: 30.000			NONCONV HGORR		
	NET ACRES: 30.000			ALL 5.0%		
	COUNT ACREAGE: Y			BASED ON 100.0%		
				PDBY MFC RESOUR 100.0%		

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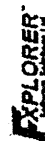
File Number	Title Information	Land	Seller's Interest	Encumbrances	Operating Contract	Wells
M03528 A	LSE TYPE: COMPTON FE TWP 21 RGE 28 W 4M S & NE 23, LSE DATE: 2002 Mar 01 PTN NW 23 EFF DATE: 2002 Mar 01 (UNDIVIDED 1/20 INTEREST) EXP DATE: NIL MNRL INT: 5.0 GROSS ACRES: 31.950 NET ACRES: 31.950 COUNT ACREAGE: Y	TWP 21 RGE 28 W 4M S & NE 23, PTN NW 23 (UNDIVIDED 1/20 INTEREST) ALL M&M	CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M03530 A	LSE TYPE: COMPTON FE TWP 21 RGE 28 W 4M S & NE 23, LSE DATE: 2002 Mar 01 PTN NW 23 EFF DATE: 2002 Mar 01 (UNDIVIDED 1/20 INTEREST) EXP DATE: NIL MNRL INT: 5.0 GROSS ACRES: 31.950 NET ACRES: 31.950 COUNT ACREAGE: Y	TWP 21 RGE 28 W 4M S & NE 23, PTN NW 23 (UNDIVIDED 1/20 INTEREST) ALL M&M	CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M03537 A	LSE TYPE: COMPTON FE TWP 21 RGE 28 W 4M SW 25, PTN LSE DATE: 2002 Mar 01 N 25, PTN SE 25 EFF DATE: 2002 Mar 01 (UNDIVIDED 1/20 INTEREST) EXP DATE: NIL MNRL INT: 5.0 GROSS ACRES: 24.613 NET ACRES: 24.613 COUNT ACREAGE: Y	TWP 21 RGE 28 W 4M SW 25, PTN N 25, PTN SE 25 (UNDIVIDED 1/20 INTEREST) ALL M&M	CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M03538 A	LSE TYPE: COMPTON FE TWP 21 RGE 28 W 4M SW 25, PTN N LSE DATE: 2002 Mar 01 25, PTN SE 25 EFF DATE: 2002 Mar 01 (UNDIVIDED 1/20 INTEREST) EXP DATE: NIL MNRL INT: 5.0 GROSS ACRES: 24.613 NET ACRES: 24.613 COUNT ACREAGE: Y	TWP 21 RGE 28 W 4M SW 25, PTN N 25, PTN SE 25 (UNDIVIDED 1/20 INTEREST) ALL M&M	CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	

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File Number	Title Information	Land	State's Interest	Encumbrances	Operating Contract	Wells
M00149 A	LSE TYPE: COMPTON FE TWP 22 RGE 28 W 4M PTN N 7 LSE DATE: 1997 Apr 01 ALL M&M EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 200.970 NET ACRES: 200.970 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PD BY MFC RESOUR 100.0% No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M03885 A	LSE TYPE: COMPTON FE TWP 22 RGE 28 W 4M PTN N 7. LSE DATE: 2002 Dec 27 PTN SW 7, PTN LSD 7, 8 OF 7 EFF DATE: 2002 Dec 27 ALL M&M EXCL COAL EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 282.170 NET ACRES: 282.170 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PD BY MFC RESOUR 100.0% No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M07848 A	LSE TYPE: COMPTON FE TWP 22 RGE 28 W 4M PTN SW 7. LSE DATE: 2007 May 01 LSD 1, 2 OF 7 EFF DATE: 2007 May 01 ALL M&M EXCL COAL EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 81.000 NET ACRES: 81.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PD BY MFC RESOUR 100.0% No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M00157 A	LSE TYPE: COMPTON FE TWP 22 RGE 28 W 4M 17 LSE DATE: 1997 Apr 01 ALL M&M EXCL ALL NG EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PD BY MFC RESOUR 100.0% No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	



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File Number	Title Information	Land	Seller's Interests	Encumbrances	Operating Contract	Wells
COUNTACREAGE: Y						
M00132 B	LSE TYPE: COMPTON FE TWP 22 RGE 28 W4M S 18 LSE DATE: 1997 Apr 01 ALL M&M EXCL ALL NG EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 320.000 NET ACRES: 320.000 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M00155 A	LSE TYPE: COMPTON FE TWP 22 RGE 28 W4M N 30 LSE DATE: 1997 Apr 01 ALL M&M EXCLUDING ALL NG EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 320.000 NET ACRES: 320.000 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M00154 A	LSE TYPE: COMPTON FE TWP 22 RGE 28 W4M S 1 LSE DATE: 1997 Apr 01 ALL M&M EXCLUDING ALL NG EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 637.000 NET ACRES: 637.000 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M00153 A	LSE TYPE: COMPTON FE TWP 22 RGE 29 W4M PTN N 11, LSE DATE: 1997 Apr 01 PTN SW 11 EFF DATE: 1997 Apr 01 ALL M&M EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 302.500		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	NET ACRES: 302.500 COUNT ACREAGE: Y					
M00152 A	LSE TYPE: COMPTON FE TWP 22 RGE 29 W4M 23 LSE DATE: 1997 Apr 01 ALL M&M EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTYLINKS C02881 AA General 0000 No ROFR Applies	
M00151 A	LSE TYPE: COMPTON FE TWP 22 RGE 29 W4M 25 LSE DATE: 1997 Apr 01 ALL M&M EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTYLINKS C02881 AA General 0000 No ROFR Applies	
M00150 A	LSE TYPE: COMPTON FE TWP 22 RGE 29 W4M 36 LSE DATE: 1997 Apr 01 ALL M&M EFF DATE: 1997 Apr 01 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 638.820 NET ACRES: 638.820 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTYLINKS C02881 AA General 0000 No ROFR Applies	
M01827 A	LSE TYPE: COMPTON FE TWP 23 RGE 27 W4M 9 LSE DATE: 2002 Apr 22 ALL M&M EXCL NG EFF DATE: 2002 Apr 22 EXP DATE: NIL MNRL INT: 100.0		CUR INT: WI MFC RESOUR 100.0%	NONCONV GOR ALL 12.0% BASED ON 46.4625% PDBY MFC RESOUR 100.0% General 0000 ROFR Not Applicable OPER: MFC RESOUR	CUR INT OPER CONT C00100-1 D General 0000 ROFR Not Applicable OPER: MFC RESOUR	

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File Number	Title Information	Locality	Seller's Interests	Encumbrances	Operating Contract	Wells
M08185 A	GROSS ACRES: 840.000			NONCONV HGORR		
	NET ACRES: 840.000			ALL 5.0%	ROYALTY LINKS	
	COUNT ACREAGE: Y			BASED ON 100.0%	C00100-1 D	
				PDBY MFC RESOUR 100.0%	General 0000	
					ROFR Not Applicable	
M02842 A					C02881 A	
					General 0000	
					No ROFR Applies	
M02841 A						

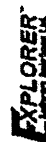


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File Number	Title Information	Leads	Seller's Interests	Encumbrances	Operating Contract	Wells
COUNTACREAGE: Y						
M03789 A	LSE TYPE: COMPTON FE TWP 14 RGE 2 W5M E 21 LSE DATE: 2002 Nov 19 ALL M&M EFF DATE: 2002 Nov 19 EXCL COAL EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 320.000 NET ACRES: 320.000 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M01444 A	LSE TYPE: COMPTON FE TWP 18 RGE 2 W5M S & NW 26 LSE DATE: 2000 Jun 08 (UND 46 2/3 INT) EFF DATE: 2000 Jun 08 ALL M&M EXP DATE: NIL MNRL INT: 46.66 GROSS ACRES: 223.970 NET ACRES: 223.970 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M00280 A	LSE TYPE: COMPTON FE TWP 19 RGE 1 W5M SE 25 LSE DATE: 1997 Apr 01 (UND 1/3 INT) EFF DATE: 1997 Apr 01 ALL M&M EXP DATE: NIL MNRL INT: 33.333 GROSS ACRES: 53.330 NET ACRES: 53.330 COUNTACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M03669 A	LSE TYPE: COMPTON FE TWP 19 RGE 1 W5M SE 25 LSE DATE: 2002 Sep 26 (UNDIVIDED 1/3 INTEREST) EFF DATE: 2002 Sep 26 ALL M&M EXP DATE: NIL MNRL INT: 33.333 GROSS ACRES: 53.330		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	



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File Number	Title Information	Leads	Seller's Interest	Encumbrances	Operating Contract	Wells
	NET ACRES: 53.330 COUNT ACREAGE: Y					
M01014 A	LSE TYPE: COMPTON FE TWP 19 RGE 1 W5M LSD 3,4 OF 25 LSE DATE: 1997 Nov 01 ALL PNG EFF DATE: 1997 Nov 01 EXP DATE: NIL MWRL INT: 100.0 GROSS ACRES: 80.000 NET ACRES: 80.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV GRT ALL 12.5% BASED ON 100.0% PDBY MFC RESOUR 100.0% NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 AA General 0000 No ROFR Applies	
M04502 A	LSE TYPE: COMPTON FE TWP 20 RGE 1 W5M PTN NE 13 LSE DATE: 2003 May 01 ALL M&M EXCL COAL EFF DATE: 2003 May 01 EXP DATE: NIL MWRL INT: 100.0 GROSS ACRES: 1.000 NET ACRES: 1.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M06188 A	LSE TYPE: COMPTON FE TWP 20 RGE 1 W5M PTN NW 13 LSE DATE: 2003 May 01 ALL M&M EXCL COAL EFF DATE: 2003 May 01 EXP DATE: NIL MWRL INT: 100.0 GROSS ACRES: 1.000 NET ACRES: 1.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M07232 A	LSE TYPE: COMPTON FE TWP 20 RGE 2 W5M NE 9 LSE DATE: 2006 Sep 13 (UNDIVIDED 1/2 INTEREST) EFF DATE: 2006 Sep 13 ALL PNG EXP DATE: NIL		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0%	ROYALTY LINKS C02881 A General 0000	

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File Number	Title Information	Locals	Seller's Interest	Encumbrances	Operating Contract	Wells
	MNRL INT: 50.0 GROSS ACRES: 80.000 NET ACRES: 80.000 COUNT ACREAGE: Y					No ROFR Applies
M07230 A	LSE TYPE: COMPTON FE TWP 20 RGE 2 W5M PTN SE 17 LSE DATE: 2008 Sep 13 ALL M&M EFF DATE: 2008 Sep 13 EXCL COAL EXP DATE: NIL EXCL PET MNRL INT: 100.0 GROSS ACRES: 81.360 NET ACRES: 81.360 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M07231 A	LSE TYPE: COMPTON FE TWP 20 RGE 2 W5M NW & SE 17 LSE DATE: 2006 Sep 13 ALL COAL EFF DATE: 2006 Sep 13 EXP DATE: NIL MNRL INT: 100.0 GROSS ACRES: 320.000 NET ACRES: 320.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M07233 A	LSE TYPE: COMPTON FE TWP 20 RGE 2 W5M N 17 LSE DATE: 2006 Sep 13 (UNDIVIDED 1/2 INTEREST) EFF DATE: 2006 Sep 13 ALL PNG EXP DATE: NIL MNRL INT: 50.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0% PDBY MFC RESOUR 100.0% General 0000 No ROFR Applies	ROYALTY LINKS C02881 A General 0000 No ROFR Applies	
M07234 A	LSE TYPE: COMPTON FE TWP 20 RGE 2 W5M E 19 LSE DATE: 2006 Sep 13 (UNDIVIDED 1/2 INTEREST) EFF DATE: 2006 Sep 13 ALL PNG		CUR INT: WI MFC RESOUR 100.0%	NONCONV HGORR ALL 5.0% BASED ON 100.0%	ROYALTY LINKS C02881 A	

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EXP DATE: NIL
MNRL INT: 50.0
GROSS ACRES: 160.000
NET ACRES: 160.000
COUNTACREAGE: Y

PDBY MFC RESOUR 100.0% General 0000
No ROFR Applies



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BILL OF SALE

THIS BILL OF SALE is made the 29th day of December, 2015.

BETWEEN:

1049597 B.C. LTD., a company organized under the laws of
the Province of British Columbia

(the "Purchaser")

AND:

MFC RESOURCE PARTNERSHIP, a general partnership
existing under the laws of the Province of British Columbia

(the "Vendor")

WHEREAS:

- A. The Vendor is the owner of the assets listed in Schedule "A" hereof (the "Purchased Assets"); and
- B. The Vendor wishes to sell, convey and transfer the Purchased Assets and all rights, title, interest, and property thereto, to the Purchaser, and the Purchaser wishes to purchase and accept the conveyance and transfer of the Purchased Assets, on the terms and subject to the conditions set out herein.

NOW THEREFORE THIS BILL OF SALE WITNESSES that in consideration of and for the sum of fourteen million and ninety three thousand dollars of lawful money of Canada (\$14,093,000) (the "Purchase Price") and other good and valuable consideration paid by the Purchaser to the Vendor at or before the execution and delivery of this Bill of Sale, the receipt whereof the Vendor hereby acknowledges, the Vendor hereby sells, assigns, transfers, and sets over the Purchased Assets and all the right, title, interest, property, claim, and demand of the Vendor thereto and therein, unto the Purchaser, to and for its sole and only use forever. The Vendor and the Purchaser acknowledge, declare, covenant and agree as follows:

- 1. The Vendor has good and marketable title to the Purchased Assets and such assets are free and clear of all liens, mortgages, security interests, encumbrances and restrictions of any kind whatsoever.
- 2. The Vendor will indemnify and save harmless the Vendor from any and all charges and encumbrances.
- 3. Each of the parties shall and may from time to time, and at all times hereafter, upon every reasonable request of the other party, but at the expense of such other party, make do and execute, or cause or procure to be made, done and executed, all such further acts, deeds

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and assurances for the more effectual assignment and assurance of the Purchased Assets unto the Purchaser, in the manner aforesaid, and according to the true intent and meaning of this Bill of Sale, as will be reasonably required by each of the parties.

4. At the option of the Vendor, the Purchaser agrees that it will make a joint election with the Vendor pursuant to Subsection 85(2) of the *Income Tax Act* (Canada), in the prescribed form and within the time stipulated by Subsection 85(6) of the *Income Tax Act*, in respect of the Purchased Assets which qualify. The Parties agree that any penalties arising from a late election referred to in this section shall be paid by the Vendor. The Purchaser further agrees that the Vendor is authorized to determine the elected amount for the Purchased Assets which are subject to the election referred to in this Section 5 subject to the limitations contained in Subsection 85(2) of the *Income Tax Act*.
5. At the option of the Purchaser, the Vendor and the Purchaser shall jointly execute in the prescribed form an election under Section 156 of the *Excise Tax Act* (Canada) that no tax be payable pursuant to the *Excise Tax Act* with respect to the purchase and sale of all personal property included in the Purchased Assets hereunder.
6. In the event that the Minister of National Revenue, the Minister of Finance for the Province of Alberta, their authorized representatives, or any similar authority at any time hereafter proposes to issue or issues any assessment or assessments that impose or would impose any liability for any tax on the Vendor or the Purchaser or on any other Person on the basis that the fair market value of the Purchased Assets as of the date hereof is greater or less than the Purchase Price set out in this Bill of Sale, then the amount of the Purchase Price will be reviewed and the fair market value of the Purchased Assets will be deemed to be an amount determined as follows:
 - (a) if the authority in making or proposing such an assessment or assessments also makes a determination of the fair market value of the Purchased Assets as of the date hereof and both the Vendor and the Purchaser, either before or after objection or appeal or by agreement with such authority, accept the determination, then the fair market value so determined will be deemed to be the fair market value of such Purchased Assets for the purposes of the Purchase Price set out in this Bill of Sale; and
 - (b) in any other case, the parties will appoint a firm of chartered accountants in the Province of Alberta to make or obtain a second determination of the fair market value of the Purchased Assets, and the fair market value for purposes of the Purchase Price will be the amount agreed upon by both the Vendor and the Purchaser after first receiving and considering such second determination or, if they cannot agree, the matter of such value will be referred to a single arbitrator appointed under the *Arbitration Act* (Alberta) whose determination of such matters will be final.
7. If the Purchase Price set out in this Bill of Sale is reviewed and the fair market value of the Purchased Assets is deemed to be an amount determined pursuant to Section 7 hereof,

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then the Purchase Price hereunder will be adjusted accordingly and retroactively, *nunc pro tunc*, to the date of this Bill of Sale.

8. The Purchaser and the Vendor agree to attribute the amount of any increase or decrease in the estimate of the Purchase Price pursuant to Sections 6 and 7 hereof to the Purchased Assets, as agreed between the Parties, which attribution shall be confirmed by resolution of the directors of the Purchaser; or if the attribution is not confirmed by resolution of the directors of the Purchaser within 180 days of the final determination of the adjustment pursuant to Sections 6 and 7 hereof, then by payment in cash of the amount of the increase or decrease in the Purchase Price by the appropriate party.
9. The Purchaser hereby represents and warrants to the Vendor and acknowledges and agrees that it had the opportunity to seek and was not prevented nor discouraged by the Vendor from seeking independent legal advice prior to the execution and delivery of this Bill of Sale and that, in the event that it did not avail itself of that opportunity prior to signing this Bill of Sale, it did so voluntarily without any undue pressure and agrees that its failure to obtain independent legal advice shall not be used by it as defence to the enforcement of its obligations under this Bill of Sale.
10. This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
11. This Bill of Sale may be executed in several counterparts and evidenced by a facsimile copy of an original execution page bearing the signature of each party hereto, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

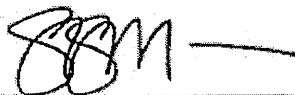
All grants, covenants, provisos, agreements, rights, powers, privileges, and liabilities contained in this Bill of Sale will be read and held as made by and with, granted to and imposed upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns; and wherever the singular or the masculine is used, it will be construed as meaning the plural or the feminine or the body politic or corporate where the context or the parties hereto so require; and where a party is more than one person, all covenants of that party will be deemed to be joint and several.

[Signature page to follow.]

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IN WITNESS WHEREOF the parties hereto have executed this Bill of Sale with effect as of the day and year first above written.

1049597 B.C. LTD

Per: 
Authorized Signatory

MFC RESOURCE PARTNERSHIP, by its authorized signatories for and on behalf of its Management Committee

Per: _____
Name: Michael Smith
Title: Member of the Management Committee

Per: _____
Name: Rob Jennings
Title: Member of the Management Committee

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IN WITNESS WHEREOF the parties hereto have executed this Bill of Sale with effect as of the day and year first above written.

1049597 B.C. LTD

Per: _____
Authorized Signatory

~~MFC RESOURCE PARTNERSHIP~~, by its
authorized signatories for and on behalf of its
Management Committee

Per: _____
Name: Michael Smith
Title: Member of the Management Committee

Per: _____
Name: Rob Jennings
Title: Member of the Management Committee

(00155113.6)

Schedule A

Purchased Assets

MFGRP - Drivers and Compressors

Surface Location	Budget Area	Manufacturer	Model	Serial #	HP	Compressor Manufacturer	Compressor Model Name	Compressor Serial #	Status	Market Value
100/06-29-022-28W4M	CENTRON	Caterpillar	G3304	N4F01369	95	Ge Energy Oil & Gas	H302	H607	Inactive	45,000
100/10-21-023-28W4M	CROSSFIELD	Waukesha	F2895GSI	234157	405	Ariel	JGE12	F-15216	Active	131,000
100/07-33-023-28W4M	CROSSFIELD	Westinghouse		KE0473550002	50	Knox Western Inc	65	065031	Inactive	16,000
100/07-33-023-28W4M	CROSSFIELD	Siemens		006T0199CE2	20	Blackmer		128216	Inactive	6,500
100/07-33-023-28W4M	CROSSFIELD	Westinghouse		LF05900900014	75	Tutill	3202-6473	NW812RU	Inactive	24,000
100/04-15-022-27W4M	DALEMEAD	Waukesha	H24GL	C14839/1	91	Ge Energy Oil & Gas	A354	A225	Active	300,000
100/04-33-022-27W4M	DALEMEAD	Caterpillar	3304	37Y04287	95	Kobelco	16LV	160L054L	Inactive	35,000
100/14-16-022-27W4M	DALEMEAD	Caterpillar	3304	N4F01365	400	Ge Energy Oil & Gas	H302	H596	Inactive	35,000
100/05-08-020-27W4M	GLADYS	Caterpillar		6N802350		Sullair		006-01008627	Active	140,000
100/06-14-020-26W4M	GLADYS	Cummins	GTA855P3	25314088		Kobelco	KS 32 LNB	AB11469	Inactive	35,000
100/06-15-020-27W4M	GLADYS	Caterpillar	3304	N4F01843	71	Ariel	JGA/2	F-19109	Active	40,000
100/06-15-020-27W4M	GLADYS	White Superior	8G-825	282759	800	White Superior	MW-64	282750	Active	130,000
100/06-15-020-27W4M	GLADYS	Waukesha	H24GL LCR	C15630/1	530	Sullair Corp	PDR25X-36-203	6-0501-4019	Active	172,000
100/10-15-021-27W4M	GLADYS	Caterpillar	3516	N/A		Ariel	JGK/4	F-21285	Active	375,000
100/13-17-020-26W4M	GLADYS	Waukesha	F18GL LCR	C15654/1		Sullair	PDR25X-30-161	006-05002776	Active	140,000
100/14-03-021-27W4M	GLADYS	Caterpillar	3406	4FD01906	375	Gemini		32F1092	Active	66,000
100/06-33-020-28W4M	GLADYS	Caterpillar		N4F01364		Gemini		024908.1-9	Inactive	35,000
100/06-04-016-27W4M	HIGH RIVER	Waukesha	F-18GL	C-61810/1	431	Ariel	JG1/2	14293	Active	140,000
100/02-04-017-29W4M	HIGH RIVER	Waukesha	L7042G5IU	229078	1478	Ariel	JGK/4	F-16949	Active	380,000
100/02-20-017-29W4M	HIGH RIVER	Waukesha	7042GL	C-13409/1	1454	Gemini	E604	E115	Inactive	380,000
100/03-05-017-27W4M	HIGH RIVER	Caterpillar	G3408TAW	6N802217		Frick	D602	TDSH2835X003258X2	Inactive	140,000
100/03-05-017-27W4M	HIGH RIVER	Waukesha	F3521GSI	C-11360/1	738	Gemini	H302	D114	Inactive	240,000
100/03-05-017-27W4M	HIGH RIVER	Caterpillar	3306	G6X01693	145	Gemini	XIF151	H613	Active	47,000
100/04-09-017-29W4M	HIGH RIVER	Caterpillar	3304	37Y04273	95	Frick	PHD12L-50-176	XIF151NO3988X2	Inactive	35,000
100/10-32-017-29W4M	HIGH RIVER	Cummins	G8-3C	46630885	99	Sullair Corporation		00603004865	Inactive	35,000
100/11-15-018-29W4M	HIGH RIVER	Waukesha	L7042GSI	C-14076/1	1478	Gemini	E604	E240	Active	380,000
100/11-31-016-28W4M	HIGH RIVER	Caterpillar	3304	37Y04331	95	Hydrovane	025CK07-108	025009930809	Active	578,000
100/11-31-016-28W4M	HIGH RIVER	Caterpillar	G3606	42500397	1780	Ariel	JG1/4	F-17566	Active	40,000
100/11-31-016-28W4M	HIGH RIVER	Epact-Hpe		MP34CO230001	5	Kobelco	16LV	160L056L	Active	1,000
100/14-30-016-28W4M	HIGH RIVER	Waukesha	F18GL LCR	C-15956/1	400	Sullair Corporation	PDR25536-120	200601280066	Inactive	140,000
100/13-25-019-29W4M	HIGH RIVER	Cummins	6C CNG	31B001299		Sullair Corporation	GL150.176	200612080055	Active	35,000
100/13-25-019-29W4M	HIGH RIVER					Airtech	W062857	266	Active	
100/15-13-017-29W4M	HIGH RIVER	Caterpillar	3304	37Y04285	95	Kobelco	16LV	160L053L	Inactive	35,000
100/02-34-018-29W4M	HIGH RIVER	Baldor	air comp	AG698695	5	Eagle	PT03A	101714	Active	1,000
100/16-08-018-29W4M	HIGH RIVER	Ford		FP50615		Compresso	FORD 460	FP50615	Inactive	13,000
100/03-12-016-21W4M	LONG COULEE	Caterpillar		D7Y02086		Ariel	JG1/2	F-6587	Inactive	47,000
100/06-08-016-21W4M	LONG COULEE	Teco		JV109756006		Bidel		065454-312	Inactive	27,500
100/16-04-016-23W4M	LONG COULEE	Caterpillar		WPT00115	1,150	Ariel	JGE/4	F-21866	Inactive	375,000
100/16-04-016-23W4M	LONG COULEE	Caterpillar		7N101101	810	Frick	TDSH355	TDSH23352989E2	Inactive	290,000
100/08-17-016-21W4M	LONG COULEE	Compresso	2353	P-50648		Compresso		P50648	Inactive	13,000
100/04-01-017-23W4M	LONG COULEE	Cummins	G855C	25312661		Ariel	JGA/2	F25967	Inactive	105,000
Mazeppa Bone Yard	OKOTOKS	Waukesha	H24GL LCR	C-16068/1	523	Gardener Denver	SSV699C	S272311	Inactive	300,000
Mazeppa Bone Yard	OKOTOKS	Cummins	GTA-5.9	45758181	116			203090	Inactive	300,000
100/01-02-018-22W4M (Tram 1)	QUEENSTOWN	Waukesha	L5108GSI	C-11254/1	1,072	Ariel	JGE/4	F-9429	Inactive	348,000

X151231 - REVISED - EquipmentCo Schedule.xlsx/Compressors and Drivers

04/01/2016

MFCRP - Drivers and Compressors

Surface Location	Budget Area	Manufacturer	Model	Serial #	HP	Compressor Manufacturer	Compressor Model Name	Compressor Serial #	Status	Market Value
100/01-02-018-22W4M (Train 1)	QUEENSTOWN	Teco		LP C48072-1	100	Mycom	P6WB	632865	Inactive	5,000
100/01-02-018-22W4m (Train 2)	QUEENSTOWN	Teco		LP0488510001	100	Mycom	GP6WB	633190	Active	5,000
100/01-02-018-22W4m (Train 2)	QUEENSTOWN	Waukesha	7042	219909	1,480	Ariel	JGK/A	F-21377	Active	380,000
100/12-30-017-21W4M	QUEENSTOWN	Caterpillar	3408	6N802326		Sullair Corp	POR25X-36-120	006-01006820	Inactive	140,000
100/16-16-018-24W4M	SHOULDICE	Caterpillar	3512	7N102027		Gemini	D311	D311	Active	290,000
100/12-09-019-22W4M	SHOULDICE	Caterpillar	3406	N4F01592	99	Gemini	H302	H612	Inactive	45,000
100/09-29-015-25W4M	VULCAN	Waukesha		C-14329/1	1,375	Ariel		F-16391	Inactive	390,000
100/09-29-015-25W4M	VULCAN	Caterpillar	3304	N4F01598		Gemini		H482	Active	35,000
100/16-04-015-25W4M	VULCAN	Caterpillar	3306	07Y07274		Frick		TDSH283L1664HZ	Active	47,000
100/15-11-030-23W4M	GHOST PINE	Waukesha	7042 GL	C-17279/1	1,478	Ariel		F-23694	Active	380,000
100/15-11-030-23W4M	GHOST PINE	Waukesha	7042 GL	C-15752/1	1,478	Frick	3519	07-1262	Inactive	380,000
100/15-11-030-23W4M	GHOST PINE	Cat	3512	WPP00109	860	Howden	321	W6A/WRV1321193/33	Inactive	290,000
100/15-11-030-23W4M	GHOST PINE	Cat	3512	WPP00108	860	Howden	321	W6A/WRV1321193/33	Inactive	290,000

APPENDIX 12

MF-CRP - Plants

Surface Location	Budget Area	Equipment	HP	Type	Company	Driver	Model	Driver/Other Serial	Compressor	Model	Compressor Serial	Status	Market Value Nov 4, 2015
01-02-018-22W4	Queensdown	Refridge	10mmisc/d	600 ANSI	Propak	Propak	N/A	SN / Q43530	N/A	N/A	N/A	Inactive	500,000
02-35-019-28W4	Queensdown	Refridge 1	N/A	Refridge	Propak	N/A	N/A	N/A	N/A	N/A	N/A	Inactive	850,000
02-35-019-28W4	Queensdown	Refridge 2	N/A	Refridge	Propak	N/A	N/A	N/A	N/A	N/A	N/A	Inactive	850,000
02-35-019-28W4	Queensdown	Recycle comp	450	Recip	Propak	WEG	HGF5811	HT450506P	Ariel	KG/A	F-19346	Inactive	220,000
02-35-019-28W4	Queensdown	Inlet Comp A	2000	Recip	Propak	Siemens Elt	Electric	E16799-01-1	Dresser-Rand	HOS	7HCE350	Inactive	950,000
02-35-019-28W4	Queensdown	Inlet Comp B	2000	Recip	Propak	Siemens Elt	Electric	E16799-01-2	Dresser-Rand	HOS	7HCE351	Inactive	950,000
02-35-019-28W4	Queensdown	MCC	N/A	MCC	Propak	N/A	N/A	N/A	N/A	N/A	N/A	Inactive	30,000
02-35-019-28W4	Queensdown	Flare X/O	N/A	FXO	Rushton	N/A	N/A	N/A	N/A	N/A	N/A	Inactive	20,000
02-35-019-28W4	Queensdown	Inst Air	N/A	Inst Air	Eagle Pump and Comp	Electric			Eagle	NK100-3	H-4962 and H-4987	Inactive	20,000

MFCRP - Pumps								
Site Name	Budget Area	Pump Manufacturer	Pump Model	Pump Serial Number	Current Driver	Status	Connected / Disconnected	Market Value
100/07-33-023-28W4M	CROSSFIELD	NATIONAL	J-100	96978J-100-LCS	Driver #3, Electric	Active		
100/10-21-023-W4M	CROSSFIELD	WESTINGHOUSE		GTP4085305006	Electric	Active		
100/10-21-023-W4M	CROSSFIELD	WESTINGHOUSE		HTP4088306008	Electric	Active		
100/06-15-020-27W4M	GLADYS	WHEATLY	26580		ELEC	ACTIVE	connected	
100/06-15-020-27W4M	GLADYS	WHEATLY	26580		ELEC	ACTIVE	connected	

MFCBP - Pressure Vessels

Site Name	Budget Area	Vessel Type	Common name	Serial #	Regulatory ID	CRN	MAWP	Manufacturer	Safety Valve Tag ID #	Status	Market Value
100/06-29-022-28W4M	CENTRON	Cooler	Cooler	056069.1 & 2				Air-X-Changer		Inactive	
100/06-29-022-28W4M	CENTRON	Cooler	1st Stage Cooler	056069.3		R5566.213		Air-X-Changers	CP03180	Inactive	
100/06-29-022-28W4M	CENTRON	Cooler	2nd Stage Cooler	056069.5		T1182.213		Air-X-Changers	CP03181	Inactive	
100/06-29-022-28W4M	CENTRON	Scrubber	Fuel Gas Scrubber	056069.3		T0815.213		Macnich	CP03182	Inactive	
100/06-29-022-28W4M	CENTRON	Scrubber	1st Stage Scrubber	9479		M6520.2	1774	Pilar Resource Services Inc.	CP03180	Inactive	
100/06-29-022-28W4M	CENTRON	Scrubber	2nd Stage Scrubber	06-006-5024	A0504764	T1242.2	8908	Pilar Resource Services Inc.	CP03180	Inactive	
100/06-29-022-28W4M	CENTRON	Scrubber	Fuel Gas Scrubber	06-006-5038	A0504761	T1772.2	8908	Pilar Resource Services Inc.	CP03180	Inactive	
100/06-29-022-28W4M	CENTRON	Scrubber	3rd Stage Scrubber	06-006-5078	A0504761	N7389.2	1546	Pilar Resource Services Inc.	CP03180	Inactive	
100/06-29-022-28W4M	CENTRON	Separator	Vertical Inlet Separator	1007	A0534781	T1773.2	9978	Solo Fab & Construction	CP03181	Inactive	
100/06-29-022-28W4M	CROSSFIELD	Accumulator	1st Stage Discharge Bottle	2007-049	A0452616	C374.213	862	Lumen & D'Amico	CP03078	Inactive	
100/06-29-022-28W4M	CROSSFIELD	Accumulator	2nd Stage Discharge Bottle	2004-035	A0452616	P0470.213	4447	Colicutt Hanover	CP03098	Active	
100/06-29-022-28W4M	CROSSFIELD	Accumulator	2nd Stage Suction Bottle	2003-034	A0452617	P0472.213	5516	Colicutt Hanover	CP03098	Active	
100/06-29-022-28W4M	CROSSFIELD	Accumulator	1st Stage Suction Bottle	2001-048	A0452615	P1394.213	1379	Vapor-Tech Systems	CP03096 CP03035	Active	
100/06-29-022-28W4M	CROSSFIELD	Air Receiver	1st Stage Suction Bottle	2001-048	A0452615	P0479.213	4861	Colicutt Hanover	CP03099 CP03037	Active	
100/06-29-022-28W4M	CROSSFIELD	Air Receiver	Air Receiver	T04578-104		OHS434.2	1034	Ariest	CP03076	Active	
100/06-29-022-28W4M	CROSSFIELD	Air Receiver	Air Receiver	270996		H1291.5C	1033	Steel Fab	CP03076	Active	
100/06-29-022-28W4M	CROSSFIELD	Bulb	LPB Bulb	32503A	A3116188	F7803.2	1013	Steel Fab	CP03093	Active	
100/06-29-022-28W4M	CROSSFIELD	Cooler	2nd Stage Cooler	002797.4	A0452611	H6707.2	1724	Western Rockbit	CP03093	Active	
100/06-29-022-28W4M	CROSSFIELD	Cooler	1st Stage Cooler	002797.3	A0452610	H6707.213		Air-X-Changers	CP03096	Active	
100/06-29-022-28W4M	CROSSFIELD	Drums - Flame Knockout	10-71 Flame Knockout Drum	K-309		N/A	98	R. Pottit	No PSV - Open to Flame	Active	
100/06-29-022-28W4M	CROSSFIELD	Exchanger	EWX EXCHANGER	002797.2				Air-X-CHANGERS	CP03094 CP03041	Active	
100/06-29-022-28W4M	CROSSFIELD	Filter Unit	Fuel Filter	6705702-001		O48934.213	1896	Colicutt Hanover	CP03094	Active	
100/06-29-022-28W4M	CROSSFIELD	Scrubber	2nd Stage Suction Scrubber	2842		T7870.2	1034	ESS Corp	CP03096 CP03035	Active	
100/06-29-022-28W4M	CROSSFIELD	Scrubber	Fuel Gas Scrubber	1902-035	A0452614	D38.213	5516	Colicutt Hanover	CP03096	Active	
100/06-29-022-28W4M	CROSSFIELD	Scrubber	1st Stage Suction Scrubber	1901-055	A0452613	P0475.213	4860	Colicutt Hanover	CP03096	Active	
100/06-29-022-28W4M	CROSSFIELD	Scrubber	Fuel Gas Scrubber	59910168-V4		M0729.213	1034	Rusco	CP03094	Active	
100/06-29-022-28W4M	CROSSFIELD	Scrubber	Fuel Gas Scrubber	5408		OHS116.2	2758	Bimat Industries	CP03094	Active	
100/06-29-022-28W4M	CROSSFIELD	Separator	Group Separator	0036321-50	A0453872	P0422.2	9926.5	Nusco	CP03092	Active	
100/06-29-022-28W4M	CROSSFIELD	Separator	Quarry Separator	007213-50	A0414979	M4418.213	9928	Nusco	CP03092	Active	
100/06-29-022-28W4M	CROSSFIELD	Separator	Separator	V5-060016-715		C5794.213	862	Larssen & D'Amico	CP03092	Active	
100/06-29-022-28W4M	CROSSFIELD	Separator	Separator	93-7001-10	A2320632	M2088.213	9928	Warren & Hall	CP03095	Active	
100/06-29-022-28W4M	CROSSFIELD	Separator	Separator	98769	A0589769	R8901.213	10204	Paintarath	CP03094	Active	
100/06-29-022-28W4M	CROSSFIELD	Separator	Separator	99404-1	A0449536	T7043.2	9928	Bimat Industries	CP03112	Active	
100/06-29-022-28W4M	CROSSFIELD	Cooler	C-300 Instrument Air Receiver	19		C7228.1234	1378	Super Radiator Coils	CP03405	Inactive	
100/06-29-022-28W4M	CROSSFIELD	Cooler	Interstage Cooler	20324-D				Super Radiator Coils	CP03404	Inactive	
100/06-29-022-28W4M	CROSSFIELD	Drums - Flame Knockout	10-71 Flame Knockout	20324-C				C. E. Natio	CP03211	Inactive	
100/06-29-022-28W4M	CROSSFIELD	Filter Unit	Carbon Filter	N/A	A0137354	E3176.2	659	N/A	CP03126	Active	
100/06-29-022-28W4M	CROSSFIELD	Filter Unit	F-101 3 Bag Water Filter	77C302A		M8746.2	690	Flo-Sild	CP03114	Active	
100/06-29-022-28W4M	CROSSFIELD	Scrubber	F-100 3 Bag Water Filter	F1874		M8746.2	690	Flo-Sild	CP03114	Active	
100/06-29-022-28W4M	CROSSFIELD	Scrubber	V-400 Suction Scrubber	F1875		E3325.2	3344	B & E	CP03114	Inactive	
100/06-29-022-28W4M	CROSSFIELD	Scrubber	Interstage Scrubber	8285-244		OHS148.21345	1565	Lo Tech	CP03404	Inactive	
100/06-29-022-28W4M	CROSSFIELD	Scrubber	1st Stage Scrubber	0106649-201		R3662.2335	3886	Nusco	CP03402	Inactive	
100/06-29-022-28W4M	CROSSFIELD	Scrubber	2nd Stage Scrubber	42306-1		E3326.2	3344	Bennette & Enmond	CP03406	Inactive	
100/06-29-022-28W4M	CROSSFIELD	Separator	Test Separator	F-1877		M8747.2	4309	Flo-Sild	CP03212	Active	
100/06-29-022-28W4M	CROSSFIELD	Accumulator	2nd Stage Suction Bottle	F1876		R9022.231	4516	Bidell Equipment Inc.	CP03123	Active	
100/06-29-022-28W4M	DALEMEAD	Accumulator	1st Stage Discharge Bottle	01-291-512	A0525883	R9033.231	4516	Bidell Equipment Inc.	CP03123	Active	
100/06-29-022-28W4M	DALEMEAD	Accumulator	2nd Stage Discharge Bottle	01-291-521	A0525884	R9036.2	4516	Bidell Equipment Inc.	CP03123	Active	
100/06-29-022-28W4M	DALEMEAD	Accumulator	1st Stage Suction Bottle	01-291-522	A0525880	R9019.231	4516	Bidell Equipment Inc.	CP03123	Active	
100/06-29-022-28W4M	DALEMEAD	Accumulator	2nd Stage Suction Bottle	01-291-511	A0525882	R9023.2	4516	Bidell Equipment Inc.	CP03123	Active	
100/06-29-022-28W4M	DALEMEAD	Accumulator	3rd Stage Suction Bottle	01-291-513	A0525885	R9023.2	4516	Bidell Equipment Inc.	CP03123	Active	
100/06-29-022-28W4M	DALEMEAD	Accumulator	Blowcase	521634	A0520798	T1446.2	9756	Bromley Mechanical Services (1985) Ltd.	CP03042	Active	
100/06-29-022-28W4M	DALEMEAD	Accumulator	1st Stage Suction Bottle	1148P1	A0502764	K5082.1R7096.2	4516	Energy Industries INC	CP03112	Active	
100/06-29-022-28W4M	DALEMEAD	Accumulator	1st Stage Discharge Bottle	1148P2	A0502765	R7097.2	4516	Energy Industries INC	CP03113	Active	
100/06-29-022-28W4M	DALEMEAD	Air Receiver	Air Receiver	899707		H1291.5C	1033	Steel Fab	CP03093	Active	
100/06-29-022-28W4M	DALEMEAD	Air Receiver	Air Receiver	899707		E7599.2C	1379	Manchester Tank	CP03093	Active	
100/06-29-022-28W4M	DALEMEAD	Bulb	LPB Storage Bulb	216425		L1480.5C	1034	Steel Fab	CP03093	Active	
100/06-29-022-28W4M	DALEMEAD	Bulb	LPB Storage Bulb	12212A	A0126332	C5936.23	3551	Western Rock Bit	CP03093	Active	

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Site Name	Budget Area	Vessel Type	Common Name	Serial #	Regulatory ID	CRN	MAWP	Manufacturer	Safety Valve Tag ID #	Status	Market Value
100/04-15-022-27W4M	DALEMEAD	Cooler	Cooler, Noise Solutions	10203-3		P7860.213		Hempflid		Active	
100/04-15-022-27W4M	DALEMEAD	Cooler	Cooler, Noise Solutions	10203-4		P5597.213		Hempflid		Active	
100/04-15-022-27W4M	DALEMEAD	Cooler	Cooler, Noise Solutions	10203-5		R1130.213		Hempflid		Active	
100/04-15-022-27W4M	DALEMEAD	Cooler	Cooler, Noise Solutions	10203-6		P8205.2	11376	Hempflid	CPC1115	Active	
100/04-15-022-27W4M	DALEMEAD	Cooler	3rd Stage Cooler	9553	A0451063	R0356.21	4516	Hempflid Corporation	CPC2113	Active	
100/04-15-022-27W4M	DALEMEAD	Cooler	1st Stage Cooler	9553	A0451061	R1509.21	6903	Hempflid Corporation	CPC2114	Active	
100/04-15-022-27W4M	DALEMEAD	Cooler	2nd Stage Cooler	9553	A0451062		97	R.Pokit	CPC3045	Active	
100/04-15-022-27W4M	DALEMEAD	Drums - Flame Knockout	Flare Knockout	1634				Waste-Ha		Active	
100/04-15-022-27W4M	DALEMEAD	Filter Unit	3rd Stage Suction Scrubber	04-219-503	A0515299	R8205.2	9067	Idell		Active	
100/04-15-022-27W4M	DALEMEAD	Scrubber	1st Stage Scrubber	04-291-501	A0515295	R8207.23	4516	Idell		Active	
100/04-15-022-27W4M	DALEMEAD	Scrubber	2nd Stage Suction Scrubber	04-291-502	A0515296	R8208.23	4516	Idell		Active	
100/04-15-022-27W4M	DALEMEAD	Scrubber	Fuel Gas Scrubber	1114-E		R8209.23	1586	Idell		Active	
100/04-15-022-27W4M	DALEMEAD	Scrubber	Fuel Gas Scrubber	05-1023FG3		P5567.21	1034	Orban		Active	
100/04-15-022-27W4M	DALEMEAD	Scrubber	2nd Stage Suction Scrubber	114852	A0502702	K5080.1/R7095.2	4516	Energy Industries Inc	CPC3040	Active	
100/04-15-022-27W4M	DALEMEAD	Scrubber	3rd Stage Suction Scrubber	114853	A0502703	K5081.1/R7095.2	4516	Energy Industries Inc	CPC2113	Active	
100/04-15-022-27W4M	DALEMEAD	Scrubber	Fuel Gas Scrubber	5TK-434-LEF		H9603.1/N4400.23	1965	Energy Industries	CPC2117	Active	
100/04-15-022-27W4M	DALEMEAD	Scrubber	1st Stage Suction Scrubber	114851	A0502701	K5079.1/R7090.2	4516	Energy Industries Inc.	CPC2112	Active	
100/04-15-022-27W4M	DALEMEAD	Separator	Inlet Separator	521623	A0531413	T1798.2	4954	Bromley Mechanical Services (1985) Ltd.	CPC3041	Active	
100/04-15-022-27W4M	DALEMEAD	Level Controller	Level Controller	521625	A0531414	N7815.231	4954	Bromley Mechanical Services (1985) Ltd.	CPC3041	Active	
100/04-33-022-27W4M	DALEMEAD	Accumulator	Bleeddown	047058-1	A0511374	P3836.213	9928	Universal Compressor	CPC3067	Inactive	
100/04-33-022-27W4M	DALEMEAD	Cooler	Non-Code Cooler	00C387		N/A		Smithco Amercool		Inactive	
100/04-33-022-27W4M	DALEMEAD	Cooler	Cooler	01C3372	A0464787	R7275.23	2758	Smithco Amercool	CPC0837	Inactive	
100/04-33-022-27W4M	DALEMEAD	Exchanger	Line Heater - Shell	C1525A-CB	A0471606	M4839.2	21608	Rushion		Inactive	
100/04-33-022-27W4M	DALEMEAD	Scrubber	Fuel Gas Scrubber	2027-63		019017-2134	1985	LoTech	CPC0840	Inactive	
100/04-33-022-27W4M	DALEMEAD	Scrubber	Suction Scrubber	125-50-01	A0468680	L5786.231	1024	Mar-Quinn Industries	CPC0838	Inactive	
100/04-33-022-27W4M	DALEMEAD	Scrubber	Fuel Gas Scrubber	V-4408-001	A0570925	R9097.231	10284	Paintearth	CPC0869	Inactive	
100/04-33-022-27W4M	DALEMEAD	Scrubber	Fuel Gas Scrubber	027151-3	A0491461	P2780.213	5102	Universal Compressor	CPC2508	Active	
100/04-33-022-27W4M	DALEMEAD	Separator	Inlet Separator	125-50-01	A0468681	L6240.23	2758	Mar-Quinn Industries	CPC0837	Inactive	
100/04-33-022-27W4M	DALEMEAD	Separator	Inlet Separator	056067-5		T182.213		Air-X Changers	CPC0898	Inactive	
100/04-15-022-27W4M	DALEMEAD	Cooler	1st Stage Cooler	056067-3	A0568761	R6566.213		Air-X Changers	CPC0896	Inactive	
100/04-15-022-27W4M	DALEMEAD	Cooler	2nd Stage Cooler	056067-4	A0568762	T08153.213		Air-X Changers	CPC0897	Inactive	
100/04-15-022-27W4M	DALEMEAD	Exchanger	Line Heater - Shell	C3970-CB		M9118.2	21608	Rushion		Inactive	
100/04-15-022-27W4M	DALEMEAD	Scrubber	Fuel Gas Scrubber	C3970A-FP2014	A0400357	D5783.123	1033	Rushion	CPC0820	Inactive	
100/04-15-022-27W4M	DALEMEAD	Scrubber	1st Stage Suction Scrubber	06-008-5628	A0541950	T3242.7	8908	Pillar	CPC0895	Inactive	
100/04-15-022-27W4M	DALEMEAD	Scrubber	2nd Stage Suction Scrubber	06-008-5637		T1772.2	8908	Pillar	CPC0896	Inactive	
100/04-15-022-27W4M	DALEMEAD	Scrubber	3rd Stage Suction Scrubber	06-008-5644	A0542081	T1773.2	9918	Pillar	CPC0897	Inactive	
100/04-15-022-27W4M	DALEMEAD	Scrubber	Fuel Gas Scrubber	06-008-5777		N7389.2	1586	Pillar	CPC100	Inactive	
100/04-15-022-27W4M	DALEMEAD	Scrubber	Line Heater - Downhole Loop	C3994A-CB	A0400348	N5482.2	1793	Rushion		Inactive	
100/05-08-020-27W4M	GLADYS	Cooler	OS-CB Gas Cooler - Tube	323381		P4540.2		CEA Engine Cooling		Active	
100/05-08-020-27W4M	GLADYS	Filter Unit	Compressor Cooler	C100306A-1		P2214.23	2793.0	Henry Technologies	CPC0695	Active	
100/05-08-020-27W4M	GLADYS	Filter Unit	Dry Gas Filter	02-3052-530	A0487546	L9357.23	1586.0	Bidell Equipment	CPC0695	Active	
100/05-08-020-27W4M	GLADYS	Scrubber	Fuel Gas Scrubber	01-118-530		013741.231	1586.0	Bidell Equipment	CPC0695	Active	
100/05-08-020-27W4M	GLADYS	Scrubber	Inlet Slug Catcher Fuel Gas Scrubber	02-418FG5		L9812.2137	1034.0	Orban Ind	CPC0863	Active	
100/05-08-020-27W4M	GLADYS	Separator	Oil Separator	01-118-508	A0473590	P3025.23	1586.0	Bidell Equipment	CPC0695	Active	
100/05-08-020-27W4M	GLADYS	Separator	Vertical Inlet Separator	01-118-507	A0473591	P3366.231	1586.0	Bidell Equipment	CPC0695	Active	
100/05-08-020-27W4M	GLADYS	Separator	Inlet Slug Catcher	3721	A2803975	K8037.2	1965.0	Binnac Industries	CPC649	Active	
100/06-14-020-28W4M	GLADYS	Cooler	Aux cooler	17005-1				Cooler Service Co.		Inactive	
100/06-14-020-28W4M	GLADYS	Cooler	Aux cooler	17005-2				Cooler Service Co.		Inactive	
100/06-14-020-28W4M	GLADYS	Filter Unit	Fuel Filter	17005-3		T1002.2		Cooler Service Co.	CPC102	Inactive	
100/06-14-020-28W4M	GLADYS	Filter Unit	Inlet Filter	SPF019-0		044623.231	1134	Starac	CPC3712	Inactive	
100/06-14-020-28W4M	GLADYS	Filter Unit	Inlet Filter	SPV0510	A0530047	T1966.2	1723	Starac	CPC2709	Inactive	
100/06-14-020-28W4M	GLADYS	Scrubber	Air Start Gas Vessel	243190	A0527985	F0626.1C	1379	Manchester Tank	CPC312	Inactive	
100/06-14-020-28W4M	GLADYS	Separator	Oil Separator	SPV2097	A0460382	P0071.2	2418	Starac	CPC302	Inactive	
100/06-14-020-28W4M	GLADYS	Accumulator	Inlet Separator	103093C	A0530945	T1977.2	5302	Orban Ind	CPC3708	Inactive	
100/06-15-020-27W4M	GLADYS	Accumulator	Blowcase	3365-3-60-6	A0174635 (NIPP)	R4910.2	9,057.0	Energy Industries	CPC3153	Active	
100/06-15-020-27W4M	GLADYS	Accumulator	3rd Stage Suction Bottle			D7237.2	2,068.0	Barber Industries	CPC3010	Active	

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Site Name	Budget Area	Vessel Type	Common name	Serial #	Regulatory ID	CNH	MAWP	Manufacturer	Safety Valve Tag ID #	Status	Market Value
100/06-15-020-27WAM	GLADYS	Accumulator	1st Stage Discharge Bottle	3365-3-80-7	A0174634 (MPP)	D7238.2	2,758.0	Barber Industries	CPC3011	Active	
100/06-15-020-27WAM	GLADYS	Accumulator	2nd Stage Discharge Bottle	3365-3-80-9	A0174638 (MPP)	D7240.2	2,758.0	Barber Industries	CPC3011	Active	
100/06-15-020-27WAM	GLADYS	Accumulator	2nd Stage Discharge Bottle	3365-3-80-10	A0174639 (MPP)	D6097.2	4,482.0	Barber Industries	CPC3012	Active	
100/06-15-020-27WAM	GLADYS	Air Receiver	Air Receiver	A0038	A0469153 (MPP)	H1291.5C	1,379.0	Steel Fab	CPC3013	Active	
100/06-15-020-27WAM	GLADYS	Air Receiver	Air Receiver	A0038	A0469153 (MPP)	C6406.3C	1,378.0	Steel Fab	CPC3020	Active	
100/06-15-020-27WAM	GLADYS	Air Receiver	Air Receiver	5F-53470	F8149.209		1,379.0	Steel Fab	CPC3024	Active	
100/06-15-020-27WAM	GLADYS	Air Receiver	Air Receiver	5F-53469	C5177.5678134TY		1,379.0	Steel Fab	CPC3024	Active	
100/06-15-020-27WAM	GLADYS	Air Receiver	Air Receiver	760748	H1291.5C		1,379.0	Steel Fab	CPC3023	Active	
100/06-15-020-27WAM	GLADYS	Cooler	2nd Stage Cooler	808241-3	D6875.2		5,171.0	Air X Changers	CPC3012	Active	
100/06-15-020-27WAM	GLADYS	Compressor Cooler	Compressor Cooler	578121-1	NON CODE			Air X Changers	CPC3011	Active	
100/06-15-020-27WAM	GLADYS	Cooler	1st Stage Cooler	798049-28	D4553.2		8,618.0	Air X Changers	CPC3011	Active	
100/06-15-020-27WAM	GLADYS	Cooler	Compressor Cooler	808041-1	NON CODE		103.0	Air X Changers	CPC3012	Active	
100/06-15-020-27WAM	GLADYS	Cooler	3rd Stage Cooler	798049-4A	D4555.2		1,566.0	Air X Changers	CPC3009	Active	
100/06-15-020-27WAM	GLADYS	Cooler	Compressor Cooler	578121.3	NON CODE			Air X Changers	CPC3012	Active	
100/06-15-020-27WAM	GLADYS	Cooler	Compressor Cooler	578121.2	NON CODE			Air X Changers	CPC3012	Active	
100/06-15-020-27WAM	GLADYS	Cooler	Non-Code Cooler	03469-1				Air X Changers	CPC3012	Active	
100/06-15-020-27WAM	GLADYS	Cooler	Fin Fan Cooler	03469-3	A0423995	H1119.2	8900	Air Cooled Exchangers Inc.	CPC2159	Inactive	
100/06-15-020-27WAM	GLADYS	Exchanger	1st Stage Cooler	03469-2	A0423994	R1285.2	9,928.0	Air Cooled Exchangers Inc.	CPC2157	Inactive	
100/06-15-020-27WAM	GLADYS	Exchanger	Glycol Heat Exchanger	4481-70	A0244413	H1515.2	3,103.0	Presson	CPC1124	Active	
100/06-15-020-27WAM	GLADYS	Exchanger	Exchanger	05-382	T0855.213		21,909.0	Henny Technologies	CPC3009	Active	
100/06-15-020-27WAM	GLADYS	Exchanger	Line Heater - Shell	C500C-86	A0431787	D0118.2	21,909.0	Refraction	CPC0529	Active	
100/06-15-020-27WAM	GLADYS	Filter Unit	Glycol Filter	B7-2213-6	D6919.2		1,895	Petro Equipment Sales Ltd.	CPC1127	Inactive	
100/06-15-020-27WAM	GLADYS	Filter Unit	06-12 Filter	1581	A0464641	L5798.2	4964.3	Grand Valley		Inactive	
100/06-15-020-27WAM	GLADYS	Scrubber	Suction Scrubber	1581	A0464641	L5798.2	4964.3	Grand Valley		Inactive	
100/06-15-020-27WAM	GLADYS	Scrubber	Intertite Gas Scrubber	100051	A0398417	M7154.2	4,516	Energy Industries	CPC2157	Inactive	
100/06-15-020-27WAM	GLADYS	Scrubber	Fuel Gas Scrubber	100051	A0499418	L7913.2	4,516	Energy Industries	CPC2157	Inactive	
100/06-15-020-27WAM	GLADYS	Scrubber	Fuel Gas Scrubber	20000	A0499418	OH3741.231	1,586.0	Refill Equipment	CPC3004	Active	
100/06-15-020-27WAM	GLADYS	Scrubber	Fuel Gas Scrubber	05-382-501	A0515043	O3745.2	862.0	Presson	CPC1127	Active	
100/06-15-020-27WAM	GLADYS	Scrubber	Fuel Gas Scrubber	C507D-FP617		P7713.2	1,586.0	Refill Equipment	CPC3007	Active	
100/06-15-020-27WAM	GLADYS	Scrubber	Fuel Gas Scrubber	83063	A037949	OH3741.231	1,586.0	Refill Equipment	CPC3007	Active	
100/06-15-020-27WAM	GLADYS	Scrubber	Fuel Gas Scrubber (10-16 Inlet)	96-5265G	A0355044	A2455.3	862.0	Svalle	CPC0637	Active	
100/06-15-020-27WAM	GLADYS	Separator	Horizontal Treater	V8028	A3099708	M7278.231	1,042.2	Orbital Industries	CPC3001	Inactive	
100/06-15-020-27WAM	GLADYS	Separator	Oil Separator	16135-101	A0535042	M9228.2	517.0	Engelman General	CPC0635	Active	
100/06-15-020-27WAM	GLADYS	Separator	Oil Separator (1st St. White)	05-271-VS	A0531130	T6361.2	1,586.0	Refill Equipment	CPC3009	Active	
100/06-15-020-27WAM	GLADYS	Separator	Medium Pressure Separator	05-382-507	A0539947	T8480.2	2,068.0	NSC Process Systems Ltd	CPC3010	Active	
100/06-15-020-27WAM	GLADYS	Separator	Horizontal Inlet Separator	3317	A0355044	T4341.2	1,905.0	Orbital Industries	CPC3002	Active	
100/06-15-020-27WAM	GLADYS	Separator	Vertical Treater	58854	A0120484 (MPP)	T4362.2	1,586.0	Refill Equipment	CPC3007	Active	
100/06-15-020-27WAM	GLADYS	Separator	Group Separator	V5-7098	A0755584 (MPP)	D6918.2	545.0	E.A. Rutink Industry	CPC0638	Active	
100/06-15-020-27WAM	GLADYS	Separator	Separator	C507D-VS	A0431742	H5596.12	9,928.0	Larsen & D'Amico	CPC0630	Active	
100/06-15-020-27WAM	GLADYS	Separator	Separator	9P-0895	A0156922	D6948.2	1898	EWFF	CPC0627	Active	
100/06-15-020-27WAM	GLADYS	Separator	Vertical Separator	9P-0895	A0444696	L2594.2	9,928.0	Orbital Industries	CPC0577	Inactive	
100/06-15-020-27WAM	GLADYS	Separator	Vertical Separator	8232	A0185435	D28182.2	852	Chester Tank	CPC0631	Inactive	
100/06-15-020-27WAM	GLADYS	Tower	06-15 Iron Spools Tower	845-84	A0159008	F14.2	3102.7	Surweld	CPC0525	Inactive	
100/06-15-020-27WAM	GLADYS	Accumulator	14th Stage Suction Bottle	V4100-05-0015	A0136476	H3452.2	9,639.0	Presson	CPC1124	Active	
100/06-15-020-27WAM	GLADYS	Accumulator	3rd Stage Discharge Bottle	V3200-05-0021	A0337951	P0954.2	4,261.0	Colicant Energy Services Ltd.	CPC3125	Active	
100/06-15-020-27WAM	GLADYS	Accumulator	4th Stage Discharge Bottle	V4100-05-0021	A0337950	P6990.2	4,417.0	Colicant Energy Services Ltd.	CPC3125	Active	
100/06-15-020-27WAM	GLADYS	Accumulator	2nd Stage Discharge Bottle	V2200-05-0028	A0537953	T7571.2	1,482.0	Colicant Energy Services Ltd.	CPC3124	Active	
100/06-15-020-27WAM	GLADYS	Accumulator	2nd Stage Suction Bottle	V2100-05-0022	A0537957	T1698.2	1,462.0	Colicant Energy Services Ltd.	CPC3123	Active	
100/06-15-020-27WAM	GLADYS	Accumulator	3rd Stage Suction Bottle	V1100-05-0022	A0537949	P2175.2	1,661.0	Colicant Energy Services Ltd.	CPC3124	Active	
100/06-15-020-27WAM	GLADYS	Accumulator	1st Stage Discharge Bottle	V1200-05-0027	A0537958	R2933.2	1,862.0	Colicant Energy Services Ltd.	CPC3122	Active	
100/06-15-020-27WAM	GLADYS	Cooler	4th Stage Cooler	050746.6	A0537991	R9028.2	4,437.0	Air X-Changers	CPC3125	Active	
100/06-15-020-27WAM	GLADYS	Cooler	2nd Stage Cooler	050746.6	A0537952	T3284.2	8,905.0	Air X-Changers	CPC3125	Active	
100/06-15-020-27WAM	GLADYS	Cooler	1st Stage Cooler	50746.3	A0537944	T1283.2	1,482.0	Air X-Changers	CPC3123	Active	

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Site Name	Budget Area	Vessel Type	Common Name	Serial #	Regulatory ID	CBN	MAWP	Manufacturer	Safety Valve Tag ID #	Status	Market Value
100/10-15-021-27W4M	GLADYS	Cooler	Non-Cody Cooler	050746-1/2	A0492232	A1958.213	9,928.0	Don Buck	CPC3113	Active	
100/10-15-021-27W4M	GLADYS	Filter Unit	Coalescing Filter	01-097-01					CPC3119 @ 55 kPa	Active	
100/10-15-021-27W4M	GLADYS	Reboiler							CPC3119 @ 34.5 kPa	Active	
100/10-15-021-27W4M	GLADYS	Scrubber	4th Stage Suction Scrubber	V4000-05-0015	A0537941	19168.2	3,461.0	Collect Energy Services Ltd	CPC3125	Active	
100/10-15-021-27W4M	GLADYS	Scrubber	2nd Stage Scrubber	V3000-05-0013	A0537948	P3175.2	1,861.0	Collect Energy Services Ltd	CPC3125	Active	
100/10-15-021-27W4M	GLADYS	Scrubber	2nd Stage Suction Scrubber	V4000-05-0030	A0537954	P3401.2	1,862.0	Collect Energy Services Ltd	CPC3122	Active	
100/10-15-021-27W4M	GLADYS	Scrubber	1st Stage Suction Scrubber	V4000-05-0036	A0537961	R7192.2	1,862.0	Collect Energy Services Ltd	CPC3127	Active	
100/10-15-021-27W4M	GLADYS	Scrubber	Fuel Gas Scrubber	V9351-05-0032		0H903.1	1,896.0	Collect Energy Services	CPC3317	Active	
100/10-15-021-27W4M	GLADYS	Scrubber	Start Gas Scrubber	V7000-05-0002	A0528429	16498.213	1,726.0	Collect Energy Services	CPC3316	Active	
100/10-15-021-27W4M	GLADYS	Scrubber	Fuel Gas Scrubber	C311HF436		D5781.134	1,033.0	Rushion	CPC3316	Active	
100/10-15-021-27W4M	GLADYS	Separator	Inlet Separator	C05-7146-01	A0504585	T2803.2	5,068.0	Compact	CPC3121	Active	
100/10-15-021-27W4M	GLADYS	Separator	Vertical Separator	M-355-C44	A0075986	879.2	3,417.0	Regalabo	CPC3192	Active	
100/10-15-021-27W4M	GLADYS	Tower	Glycol Condenser	C311N1V5	A0069949	M9904.2	9,940.0	Rushion	CPC3921	Active	
100/10-15-021-27W4M	GLADYS		Glycol Absorber	C231N-C	A3069970	M4431.2	9,940.0	Rushion	CPC3912	Active	
100/10-15-021-27W4M	GLADYS	Air Receiver	Start Gas	T5291-001 V1	A0115799	C1549.2	862.0	BS AB		Active	
100/13-17-020-26W4M	GLADYS	Cooler	Fin Fan Cooler	512401-2	A0538815	T0164.213	3,103.0	Air Cooled Exchangers, Inc	CPC3148	Active	
100/13-17-020-26W4M	GLADYS	Cooler	Cooler - Non Code	0512401-1B				Air Cooled Exchangers, Inc		Active	
100/13-17-020-26W4M	GLADYS	Cooler	Cooler - Non Code	512401-2A				Air Cooled Exchangers, Inc		Active	
100/13-17-020-26W4M	GLADYS	Exchanger	Heat Exchanger	C25054A-1	A0531814	T0165.213	3,103.0	Heavy Technologies		Active	
100/13-17-020-26W4M	GLADYS	Scrubber	Vertical Suction Scrubber	05-333-501	A0534940	T0193.213	3,103.0	Idell Equipment Inc	CPC3148	Active	
100/13-17-020-26W4M	GLADYS	Scrubber	Fuel Gas Scrubber	05-300		0H9741.213	1,586.0	Sunwell	CPC3150	Active	
100/13-17-020-26W4M	GLADYS	Separator	Separator (Inlet)	05-070-H5	A0530086	11977.2	5,107.0	Orban Industries Ltd.	CPC7658	Active	
100/13-17-020-26W4M	GLADYS	Separator	6-14 Inlet	05-070V5	A0530958	19928.231	9,921.0	Orban Ind	CPC7659	Active	
100/13-17-020-26W4M	GLADYS	Separator	Lube Oil Separator	199507293A	A0534982	R4519.23	3,103.0	Idell Equipment Inc	CPC3148	Active	
100/14-03-021-27W4M	GLADYS	Cooler	1st Stage Cooler - Tube	199802793A		L4841.2	9,067.0	Amercool Mfg		Active	
100/14-03-021-27W4M	GLADYS	Exchanger	1st Stage Cooler - Shell	199802793A	A05379414	F0900.2	3,965	Orisco		Inactive	
100/14-03-021-27W4M	GLADYS	Scrubber	Fuel Gas Scrubber	F05-6-1-1600-1		H7331.2	1,034.0	Orisco		Active	
100/14-03-021-27W4M	GLADYS	Scrubber	Fuel Gas Scrubber	695EF		N4402.2	1,945.0	Energy Industries		Active	
100/14-03-021-27W4M	GLADYS	Scrubber	Fuel Gas Scrubber	N/A		N/A		N/A		Active	
100/14-03-021-27W4M	GLADYS	Scrubber	1st Stage Suction Scrubber	790-51	A0401651	N1719.2	9,067.0	Energy Industries	CPC0651	Active	
100/14-03-021-27W4M	GLADYS	Scrubber	2nd Stage Suction Scrubber	790-52	A0401652	N1719.2	9,067.0	Energy Industries	CPC0651	Active	
100/14-03-021-27W4M	GLADYS	Separator	Separator	111-57-64	A2938297	H4962.23	9,970.0	Mar-Quinn Industries	CPC0649	Active	
100/14-03-021-27W4M	GLADYS	Separator	Separator	FW-12-14-1600-1	A2579397	H4063.2	9,756.0	Orisco	CPC0643	Active	
100/14-03-021-27W4M	GLADYS	Cooler	1st Stage Cooler	56057.3		A5566.213	8,008	Air-X-Change	CPC3164	Inactive	
100/14-03-021-27W4M	GLADYS	Cooler	2nd Stage Cooler	56057.4		T08153.213	9,978	Air-X-Change	CPC3164	Inactive	
100/14-03-021-27W4M	GLADYS	Scrubber	Fuel Gas Scrubber	5785-6-99	A0508191	N5886.2	1,034	Breside	CPC3164	Inactive	
100/14-03-021-27W4M	GLADYS	Scrubber	2nd Stage Scrubber	05-783-5549	A0508191	T1772.2	8,908	Pillar	CPC3165	Inactive	
100/14-03-021-27W4M	GLADYS	Scrubber	3rd Stage Scrubber	05-788-5551	A0524437	T1773.2	9,978	Pillar	CPC3165	Inactive	
100/14-03-021-27W4M	GLADYS	Scrubber	1st Stage Scrubber	05-788-5548	A0524437	T3242.2	8,908	Pillar	CPC3164	Inactive	
100/14-03-021-27W4M	GLADYS	Scrubber	Fuel Gas Scrubber	7315	A0524446	N7380.2	1,585	Quasar	CPC5010	Inactive	
100/14-03-021-27W4M	GLADYS	Accumulator	2nd Stage Discharge Bottle	5785-99	A0449563	N8615.213	9,067.0	NF	CPC0509	Active	
100/14-03-021-27W4M	GLADYS	Air Receiver	AIR RECEIVER	216723		K1480.5C		STEEL FABRICATORS		Active	
100/14-03-021-27W4M	GLADYS	Cooler	2nd Stage Cooler	98498.2		M1577.213		Air-X-Change	CPC0509	Active	
100/14-03-021-27W4M	GLADYS	Cooler	1st Stage Cooler	98498.1		M1577.213		Air-X-Change	CPC0507	Active	
100/14-03-021-27W4M	GLADYS	Drums - Flare Knockout	FLARE KNOCK OUT DRUM	99-0709				TORNADO		Active	
100/14-03-021-27W4M	GLADYS	Scrubber	1st & 2nd Stage Scrubber	98-809	A0175531	R0110.132	3,102.0	NF	CPC0507 @ CPC0511	Active	
100/14-03-021-27W4M	GLADYS	Scrubber	Fuel Gas Scrubber	97077FC		N7478.23	1,034.0	Orban Industries	CPC0517	Active	
100/14-03-021-27W4M	GLADYS	Scrubber	Fuel Gas Scrubber	C632A-PP37		D5763.124	1,035.0	Rushion	CPC1106	Active	
100/14-03-021-27W4M	GLADYS	Scrubber	Fuel Gas Scrubber	FG9895IE		0H1357.213	1,965.0	Chadco	CPC0514	Active	
100/14-03-021-27W4M	GLADYS	Separator	Vertical Separator	C632A-V5	A0401780	N7479.2	9,978.0	Rushion	CPC0520	Active	
100/14-03-021-27W4M	GLADYS	Separator	Separator	97-402V5	A0470626	M9169.231	9,978.0	Orban Industries	CPC0515	Active	
100/14-03-021-27W4M	GLADYS	Separator	Inlet Separator	V140	A0223314	F7449.2	4,400.0	Douglas Welding	CPC0512	Active	
100/14-03-021-27W4M	GLADYS	Accumulator	Blowdown	02-051	A0481219	P8570.2	11,376.0	Sunwell	CPC4402	Active	
100/14-03-021-27W4M	GLADYS	Accumulator	Slug Catcher	01-050	A0481228	P8569.2	4,274.0	Sunwell	CPC4401	Active	
100/14-03-021-27W4M	GLADYS	Accumulator	2nd Stage Discharge Bottle	95051-09	A0446133	N4080.2	11,376.0	Enertec Manufacturing	CPC4404	Active	
100/14-03-021-27W4M	GLADYS	Accumulator	2nd Stage Suction Bottle	98050-01	A0446133	L2311.2	5,516.0	Enertec	CPC4403	Active	
100/14-03-021-27W4M	GLADYS	Accumulator	1st Stage Suction Bottle	MD010-03	A0155583	P0017.2	5,516.0	Enertec	CPC4403 @ CPC4401	Active	
100/14-03-021-27W4M	GLADYS	Cooler	Cooler	8020.3	A0246142	P8441.21	4,516.0	Hemphill	CPC4403	Active	
100/14-03-021-27W4M	GLADYS	Cooler	Cooler	8020-1				Hemphill		Active	
100/14-03-021-27W4M	GLADYS	Cooler	Cooler	8020-2				Hemphill		Active	
100/14-03-021-27W4M	GLADYS	Drums - Flare Knockout	FLARE KNOCK OUT	10214	A0481443	P8442.21	11,376.0	R POLI-TECH CONSTRUCTION	CPC4404	Active	
100/14-03-021-27W4M	GLADYS	Filter Unit	LUBE OIL FILTER	09-30-DGR				WAUSHEA		Active	

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MFCRP - Pressure Vessels												
Site Name	Budget Area	Vessel Type	Common name	Serial #	Regulatory ID	CRN	MAWP	Manufacturer	Safety Valve Tag ID #	Status	Market Value	
100/02-04-017-29WAM	HIGH RIVER	Filter Unit	LUBE OIL FILTER	03-26-01	A0484556	P8592.2	4,516.0	WAKESHA	CPC4401	Active		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	1st Stage Section Scrubber	VED2513-A	A0484557	P8539.2	4,516.0	Enerflex	CPC4403	Active		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	2nd Stage Section Scrubber	W0010-A	A045586	P0018.2	5,516.0	Enerflex	CPC3373	Active		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	1st Stage Discharge Scrubber	01-156	A0474021	K6363.213	1,965.0	IVF		Active		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	AUX EDW EXCHANGER	66118.1				AXH AIR COOLERS		Active		
100/02-04-017-29WAM	HIGH RIVER	Accumulator	1st Stage Section Bottle	871-91	A0458782	P4879.2	9,066.7	AXH AIR COOLERS	81C1018	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Accumulator	Blowdown	871-92	A0458785	P4885.2	9,066.7	Energy Industries	46145-SVE	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Accumulator	2nd Stage Discharge Bottle	871-94	A0458793	P4875.2	9,066.7	Energy Industries	79C784	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Accumulator	1st Stage Discharge Bottle	871-92	A0458792	P4877.2	9,066.7	Energy Industries	81C1018	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Accumulator	2nd Stage Discharge Bottle	871-93	A0458794	P4876.2	9,066.7	Energy Industries	81C1018	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Air Receiver	Air Dryer East	5F-56675	H79531C	H7953.1C	1,379.0	Steel Fab	CPC0410	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Air Receiver	Air Dryer West	5F-56677	H79531C	H7953.1C	1,379.0	Steel Fab	CPC0408	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Cooler	1st Stage Cooler - Tube	2001C4882A		N/A		Amercool Mfg	79C794	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Cooler	2nd Stage Cooler - Tube	2001C4883A		N/A		Amercool Mfg		Inactive		
100/02-04-017-29WAM	HIGH RIVER	Drums - Flare Knockout	Flare Knockout Drum	K0321		NO	102.7	R.P. Port Oilfield Const.		Inactive		
100/02-04-017-29WAM	HIGH RIVER	Exchanger	EDW EXCHANGER	2001A881A				AMERCOOL		Inactive		
100/02-04-017-29WAM	HIGH RIVER	Filter Unit	Fuel Filter	STX280REF		H9603.1	2,965.0	Energy Industries	77563-A	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	Fuel Gas Scrubber	04-120P63		L8912.213	3,034.0	Urban	112180	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	2nd Stage Section Scrubber	571-54	A0458794	P4885.2	9,066.7	Energy Industries	81C1018	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	1st Stage Section Scrubber	871-53	A0458793	P4883.2	9,066.7	Energy Industries	81C1018	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	Fuel Gas Scrubber	C12498-F05		P4538.2	1,965.0	Rushon	CPC0367	Active		
100/02-04-017-29WAM	HIGH RIVER	Separator	Separator	C1131C-V5		L9189.2	9,914.0	Rushon	CPC0367	Active		
100/02-04-017-29WAM	HIGH RIVER	Separator	Inlet Separator	871-51	A0458795	P4593.2	4,516.1	Energy Industries	TH29124	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Air Receiver	AIR RECEIVER	101714				EALE		Active		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	ULTRA FAB IND.	260				ULTRA FAB IND.		Active		
100/02-04-017-29WAM	HIGH RIVER	DRIVER	DRIVER	1010		H46140.2		AIRTEK		Active		
100/02-04-017-29WAM	HIGH RIVER	Accumulator	2nd Stage Section Bottle	795 P3	A0444557	M1326.2	4,516.0	Energy Industries	CPC0709	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Accumulator	2nd Stage Discharge Bottle	795 P4	A0444558	M3740.2	9,067.0	Energy Industries	CPC0711	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Accumulator	1st Stage Discharge Bottle	795 P2	A0444576	L461.2	4,516.0	Energy Industries	CPC0709	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Accumulator	1st Stage Section Bottle	795 P1	A0444556	K8647.2	4,516.0	Energy Industries	CPC0709	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Air Receiver	Air Compressor	461512	A0566569	C7228.1C	1,378.0	Steel Fab	CPC0613	Active		
100/02-04-017-29WAM	HIGH RIVER	Cooler	1st Stage Cooler	Q04607.4E		M5897.2		Air-X-Change	CPC0715	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Cooler	2nd Stage Cooler	994883.3		N3346.2		Air-X-Change	CPC0711	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Cooler	1st Stage Discharge Cooler	994883.4		M4756.2		Air-X-Change	CPC3262	Active		
100/02-04-017-29WAM	HIGH RIVER	Cooler	2nd Stage Discharge Cooler	056070.3		M6566.213	8,908.0	Air-X-Change	CPC3264	Active		
100/02-04-017-29WAM	HIGH RIVER	Cooler	3rd Stage Discharge Cooler	056070.5		T1182.213	9,918.0	Air-X-Change		Active		
100/02-04-017-29WAM	HIGH RIVER	Cooler	Non Code Cooler	056070.1						Active		
100/02-04-017-29WAM	HIGH RIVER	Cooler	Non Code Cooler	056070.2						Active		
100/02-04-017-29WAM	HIGH RIVER	Cooler	Oil Filter	5148.0F		T0815.213	9,978.0	Air-X-Change	CPC3263	Active		
100/02-04-017-29WAM	HIGH RIVER	Filter Unit	Fuel Gas Filter	STX2411EF		L6313.213	2,758.0	Energy Industries	CPC0715	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Filter Unit	Fuel Gas Filter	STX2411EF		M4002.23	1,965.0	Tommont Energy Systems Inc.	013115	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Filter Unit	Fuel Gas Filter	06-006-5787		N7389.2	1,596.0	Tommont Energy Systems Inc.	CPC3267	Active		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	2nd Stage Section Scrubber	795-52	A0444555	K8596.2	4,516.0	Energy Industries	CPC0709	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	Fuel Gas Scrubber	5148-51	A0458131	P1657.2	2,413.0	Energy Industries	CPC0715	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	1st Stage Section Scrubber	795-51	A0444554	L9755.2	4,516.0	Energy Industries	CPC0709	Active		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	3rd Stage Section Scrubber	1004	A0538280	T1773.2	9,928.0	5.O.L.L.D. FAB & CONST	CPC3263	Active		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	2nd Stage Section Scrubber	06-006-5634	A0541947	T1772.2	9,908.0	Pillar Resource Services Inc	CPC3262	Active		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	Inlet Section Scrubber	06-006-5829	A0541961	T3242.2	8,908.0	Pillar Resource Services Inc	CPC3262	Active		
100/02-04-017-29WAM	HIGH RIVER	Separator	Separator	215352	A0491135	L4566.23	8,963.0	Bromley Mechanical Services (1983) Ltd.	CPC3371	Active		
100/02-04-017-29WAM	HIGH RIVER	Separator	Oil Separator	5148.57	A0458132	L9871.2	2,758.0	Energy Industries	CPC0715	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Separator	Separator	1277.85	A0215914	F3374.2	1,724.0	Sure Weld	CPC1679	Active		
100/02-04-017-29WAM	HIGH RIVER	Accumulator	Blowdown	1420	A0340918	T8995.2	3,034.0	CEI Equipment	CPC0409	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Exchanger	Plate Exchanger	006980.7E		H5338.21395		Air-X-Change	CPC0850	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Filter Unit	Cooling Filter	272783-107		N9303.23	2,585.5	ALFA Laval Vcarb	PLATE EXCHANGER	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	Fuel Gas Scrubber	C12434-4G5	A0472725	L9799.213	2,757.9	Henry Technologies	CPC0850	Active		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	2nd Stage Section Scrubber	C12434-4G5		N4528.2	1,965.0	Rushon	CPC0789	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	1st Stage Section Scrubber	C12434-4G5		L9760.213	2,757.9	Henry Technologies	CPC0849	Active		
100/02-04-017-29WAM	HIGH RIVER	Separator	Vertical Separator	C1131B-V5	A0455101	L9758.213	9,928.0	Rushon	CPC0850	Active		
100/02-04-017-29WAM	HIGH RIVER	Separator	Oil Separator	C1100556-3	A0472768	L9758.213	2,757.0	Henry Technologies	CPC0850	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Accumulator	Blowdown	1066.78		H4714.21345	4,137.0	Loitech	CPC3962	Inactive		
100/02-04-017-29WAM	HIGH RIVER	Scrubber	Fuel Gas Scrubber	01-160F03		DH4584.213	1,034.0	Urban Industries	CPC0329	Active		

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MFCRP - Pressure Vessels										Market Value	
Site Name	Budget Area	Vessel Type	Common name	Serial #	Regulatory ID	CMH	MANVP	Manufacturer	Safety Valve Tag ID #	Status	Market Value
100/10-32-017-29W4M	HIGH RIVER	Separator	Filter Separator	06-006-3889	A0538858	T5811.213	3,035.0	Filter Resources Services	CPC3902	Inactive	
100/10-32-017-29W4M	HIGH RIVER	Separator	Initial Separator	1146	A0547814	T0184.213	1,586.0	SOLID	CPC3903	Inactive	
100/10-32-017-29W4M	HIGH RIVER	Separator	Vertical Separator	01-60795	A0487374	L9330.231	9,928.0	Orban Industries	CPC0481	Active	
100/11-15-018-29W4M	HIGH RIVER	Accumulator	1st Stage Discharge Bottle	98292	A0484768	P9705.2	9,067.0	Energy Industries	CPC1747	Active	
100/11-15-018-29W4M	HIGH RIVER	Accumulator	2nd Stage Discharge Bottle	98293	A0484770	P9654.2	9,067.0	Energy Industries	CPC1747	Active	
100/11-15-018-29W4M	HIGH RIVER	Accumulator	1st Stage Suction Bottle	98291	A0484767	P9655.2	9,067.0	Energy Industries	CPC3213 CPC1747	Active	
100/11-15-018-29W4M	HIGH RIVER	Accumulator	Blow Case	98252	A0484766	P9507.2	9,928.0	Energy Industries	CPC5224	Active	
100/11-15-018-29W4M	HIGH RIVER	Accumulator	2nd Stage Discharge Bottle	98294	A0484769	P9507.2	9,928.0	Energy Industries	CPC5225	Active	
100/11-15-018-29W4M	HIGH RIVER	Cooler	1st Stage Cooler - Tube	200702022A		P9590.2		Amercool	CPC5225	Active	
100/11-15-018-29W4M	HIGH RIVER	Cooler	2nd Stage Cooler - Tube	200202022A		P9593.2		Amercool Mfg	CPC5225	Active	
100/11-15-018-29W4M	HIGH RIVER	Cooler	2nd Stage Cooler - Tube	200202022A		P9593.2		Amercool Mfg	CPC5225	Active	
100/11-15-018-29W4M	HIGH RIVER	Drums - Flame Knockout	Flare Knockout Drum	K08		N/A	58.0	B. Pollitt	None-Open to Flare	Active	
100/11-15-018-29W4M	HIGH RIVER	Filter Unit	Fuel Filter	5733585F	A0484765	H4402.2	1,965.0	Energy Industries	CPC1753	Active	
100/11-15-018-29W4M	HIGH RIVER	Scrubber	1st Stage Suction Scrubber	98253	A0484765	P9652.2	9,067.0	Energy Industries	CPC3213 CPC1747	Active	
100/11-15-018-29W4M	HIGH RIVER	Scrubber	2nd Stage Suction Scrubber	98254	A0484764	P9651.2	9,067.0	Energy Industries	CPC1747	Active	
100/11-15-018-29W4M	HIGH RIVER	Separator	Inlet Separator	98251	A0484763	P9766.2	3,620.0	Energy Industries	CPC3223	Active	
100/11-15-018-29W4M	HIGH RIVER	Accumulator	3rd Stage Suction Bottle	V3100-05-0001	A0518384	R2596.2	4,461.0	Colliant Energy Services	CPC2148	Active	
100/11-15-018-29W4M	HIGH RIVER	Accumulator	1st Stage Suction Bottle	V1100-05-0003	A0525477	L6498.2	1,724.0	Colliant Energy Services	CPC2150	Active	
100/11-15-018-29W4M	HIGH RIVER	Accumulator	2nd Stage Discharge Bottle	V2100-05-0003	A0528360	R6809.2	4,417.0	Colliant Energy Services	CPC2148	Active	
100/11-15-018-29W4M	HIGH RIVER	Accumulator	Blowcase	V6000-05-0001	A0528433	T1197.213	9,756.0	Colliant Energy Services	CPC3251	Active	
100/11-15-018-29W4M	HIGH RIVER	Accumulator	Horizontal Slug Catcher	V5000-05-0001	A0528432	T1265.213	1,962.0	Colliant Energy Services	CPC2150	Active	
100/11-15-018-29W4M	HIGH RIVER	Accumulator	3rd Stage Discharge Bottle	V3200-05-001	A0528368	P1245.2	8,894.0	Colliant Energy Services	CPC2147	Active	
100/11-15-018-29W4M	HIGH RIVER	Accumulator	1st Stage Suction Bottle	16597-103	A0554877	T6388.2	3,068.0	HGC Process	CPC3000	Active	
100/11-15-018-29W4M	HIGH RIVER	Accumulator	2nd Stage Suction Bottle	16597-202	A0554874	T6387.2	3,068.0	HGC Process	CPC3000	Active	
100/11-15-018-29W4M	HIGH RIVER	Air Receiver	Air Receiver	557362	A0477365	C7228.12	1,379.0	Steel Fab - A Div. of Samuel	Kingson	Active	
100/11-15-018-29W4M	HIGH RIVER	Cooler	Cooler	01C3862	A0528366	N7279.23	2,758.0	Smithco Amercool	CPC0342	Active	
100/11-15-018-29W4M	HIGH RIVER	Cooler	Cooler	41757.4	A0528366	T1155.2	4,417.0	Alu-X-Changer	CPC2148	Active	
100/11-15-018-29W4M	HIGH RIVER	Cooler	Cooler	41787.3	A0528365	R8572.2	4,417.0	Alu-X-Changer	CPC3000	Active	
100/11-15-018-29W4M	HIGH RIVER	Cooler	Cooler	41787.5	A0528377	T1124.2	8,908.0	Alu-X-Changer	CPC2147	Active	
100/11-31-016-28W4M	HIGH RIVER	Drums - Flame Knockout	06-11 Flare Knockout Drum	K0233		NO	97.0	B. Pollitt	No PSV-Open to Flare	Active	
100/11-31-016-28W4M	HIGH RIVER	Dryer	Air Dryer - North	T04308.10C			1,034.0	Airtel	Pop Top Kingston	Active	
100/11-31-016-28W4M	HIGH RIVER	Dryer	Air Dryer - South	T04308.10C			1,034.0	Airtel	Pop Top Kingston	Active	
100/11-31-016-28W4M	HIGH RIVER	Exchanger	ENG. JACKET WATER EXCHANGER	01C389				Airtel		Active	
100/11-31-016-28W4M	HIGH RIVER	Filter Unit	Fuel Gas Filter	V9231-05-0007	A0528389	R4331.213	1,896.0	Smithco AMERCOOL	CPC2146	Active	
100/11-31-016-28W4M	HIGH RIVER	Scrubber	Fuel Gas Scrubber	2027-48		DH3917.2134	1,965.0	Lo-Tech	CPC0444	Active	
100/11-31-016-28W4M	HIGH RIVER	Scrubber	Suction Scrubber	125-527-01	A0463897	L5286.231	1,034.0	Mar-Quinn Industries	CPC0341	Active	
100/11-31-016-28W4M	HIGH RIVER	Scrubber	2nd Stage Suction Scrubber	16597-201	A0538520	T6389.2	3,068.0	HGC Process	CPC3000	Active	
100/11-31-016-28W4M	HIGH RIVER	Scrubber	1st Stage Suction Scrubber	V1000-05-0004	A0528436	R2926.213	1,662.0	Colliant Energy Services	CPC2150	Active	
100/11-31-016-28W4M	HIGH RIVER	Scrubber	3rd Stage Suction Scrubber	V3000-05-0001	A0528431	T1270.2	4,461.0	Colliant Energy Services	CPC2148	Active	
100/11-31-016-28W4M	HIGH RIVER	Scrubber	Fuel Gas Scrubber	04-249 FG5		L8111.2137	1,034.0	Orban	CPC4597	Active	
100/11-31-016-28W4M	HIGH RIVER	Separator	Oil Separator	125-58-01	A0463537	L6250.23	2,758.0	Mar-Quinn Industries	CPC0441	Active	
100/11-31-016-28W4M	HIGH RIVER	Separator	Separator	01-232 V5	A0509492	L9979.231	9,928.0	Orban	CPC4565	Active	
100/11-31-016-28W4M	HIGH RIVER	Exchanger	AFTER-COOLER EXCHANGER	0339601-2				AIR COOLED EXCHANGERS		Inactive	
100/11-31-016-28W4M	HIGH RIVER	Exchanger	AUX EIW EXCHANGER	0339601-1B				AIR COOLED EXCHANGERS		Inactive	
100/11-31-016-28W4M	HIGH RIVER	Exchanger	ENW EXCHANGER	0516901-1A				AIR COOLED EXCHANGERS		Inactive	
100/11-31-016-28W4M	HIGH RIVER	Filter Unit	FUEL GAS FILTER	2009C			1,585.8	RIODELL EQUIP.	CPC3317	Inactive	
100/11-31-016-28W4M	HIGH RIVER	Filter Unit	GTUOL FILTER	C306344-4				HENRY TECHNOLOGIES		Inactive	
100/11-31-016-28W4M	HIGH RIVER	Filter Unit	Inlet Suction Filter	05-373-531	A0546541	R4340.2	3,103.0	RIODELL EQUIP.	CPC4791 CPC3316	Inactive	
100/11-31-016-28W4M	HIGH RIVER	Scrubber	DISCHARGE SCRUBBER	05-373-503	A0546540	R4519.2	3,103.0	RIODELL EQUIP.	CPC3316	Inactive	
100/11-31-016-28W4M	HIGH RIVER	Scrubber	SUCTION SCRUBBER	05-373-507	A0546519	T0039.2	9,103.0	RIODELL EQUIP.	CPC4791 CPC3316	Inactive	
100/11-31-016-28W4M	HIGH RIVER	Separator	SUCTION SCRUBBER	05-373-507	A0546518	T5601.2	3,103.0	RIODELL EQUIP.	CPC4791 CPC3316	Inactive	
100/11-31-016-28W4M	HIGH RIVER	Cooler	Cooler	9718E1	A0533452	R2554.2		Humphill	CPC2149	Inactive	
100/11-31-016-28W4M	HIGH RIVER	Cooler	Vertical Inlet Scrubber	41660-1	A0523451	R4572.1254	3,447.3	GSM Inc	CPC3745 CPC2785	Inactive	
100/11-31-016-28W4M	HIGH RIVER	Scrubber	Scrubber	41681-0	A0523451	R4593.23	862.0	GSM Inc	CPC3747 CPC2788	Inactive	
100/11-31-016-28W4M	HIGH RIVER	Scrubber	Fuel Gas Scrubber	04-505605		L8912.2135	1,034.0	Orban Industries Ltd.		Inactive	
100/11-31-016-28W4M	HIGH RIVER	Cooler	Cooler	266		DH4584.213		API Airtel	CPC3440	Active	
100/11-31-016-28W4M	HIGH RIVER	Scrubber	Fuel Gas Scrubber	250384		OH5737.213	1,965.0	Panas Oil and Gas	CPC3437	Active	
100/11-31-016-28W4M	HIGH RIVER	Separator	Inlet Separator	1136	A0551765	T0184.213	1,586.0	SOLID Fabrication	CPC439	Active	
100/11-31-016-28W4M	HIGH RIVER	Separator	Lube Oil Separator	06-006-5168	A0558527	T5611.213	3,034.0	PBar Resource Services Ltd.	CPC3440	Active	
100/11-31-016-28W4M	HIGH RIVER	Separator	Blowcase	26194	A0560421	P7798.21	10,204.0	Panas Oil and Gas	CPC3439	Active	
100/11-31-016-28W4M	HIGH RIVER	Scrubber	FGS	10679		GH7414.21345	4,337.0	Lo-Tech	CPC3439	Active	
100/11-31-016-28W4M	HIGH RIVER	Exchanger	2nd Stage Cooler	2027-45		P6137.2	9,067.0	HUMPHILL	CPC4179	Inactive	
100/11-31-016-28W4M	HIGH RIVER	Exchanger	1st Stage Cooler	9352.2		P6135.2	4,516.0	Humphill	CPC4176	Inactive	

X151231 - REVISED - EquipmentCO Schedule Day/Pressure Vessels

04/01/2016

MFCRP - Pressure Vessels										Market Value
Site Name	Budget Area	Vessel Type	Common name	Serial #	Regulatory ID	CRN	MAWP	Manufacturer	Safety Value Tag ID #	Status
100/03-12-016-21W4M	LONG COULEE	Exchanger	ENGINE JACKET COOLER	9252.1				HEMPHILL		Inactive
100/03-12-016-21W4M	LONG COULEE	Scrubber	Fuel Gas Scrubber	03-467FG3			1,034.0	Urban	CPCA172	Inactive
100/03-12-016-21W4M	LONG COULEE	Scrubber	1st Stage Scrubber	8901001	A2546867		1,675.2	Emurella	CPCA178	Inactive
100/03-12-016-21W4M	LONG COULEE	Scrubber	2nd Stage Section Scrubber	3079001	A0521856		1,724.0	HEMPHILL SYSTEMS LTD	CPCA178	Inactive
100/03-12-016-21W4M	LONG COULEE	Scrubber	Fuel Gas Scrubber	3139-22			1,965.0	Moos Fabrication	CPCA176	Inactive
100/03-12-016-21W4M	LONG COULEE	Separator	Vertical Separator	02-404V5	A0482515		9,928.0	Urban Ind	CPCA179	Inactive
100/03-01-017-23W4M	LONG COULEE	Cooler	1ST STAGE COOLER	065922.2			4,447.0	AIR-X-CHANGERS		Inactive
100/03-01-017-23W4M	LONG COULEE	Cooler	2ND STAGE COOLER	065926.3			9,928.0	AIR-X-CHANGERS		Inactive
100/03-01-017-23W4M	LONG COULEE	Cooler	3RD STAGE COOLER	065926.4			9,928.0	AIR-X-CHANGERS		Inactive
100/03-01-017-23W4M	LONG COULEE	Scrubber	Fuel Gas Scrubber	1014-2824			1,965.0	LO TECH		Inactive
100/03-01-017-23W4M	LONG COULEE	Scrubber	1ST STAGE SCRUBBER	16717-101	A0546680		4,516.0	NGC PROCESS SYSTEMS		Inactive
100/03-01-017-23W4M	LONG COULEE	Scrubber	FGS	16717-8130A	A0571575		1,689.0	NGC PROCESS SYSTEMS	CPCS301	Inactive
100/03-01-017-23W4M	LONG COULEE	Scrubber	2ND STAGE SCRUBBER	16767-301	A0524317		4,516.0	NGC PROCESS SYSTEMS	CPCS304	Inactive
100/03-01-017-23W4M	LONG COULEE	Scrubber	2ND STAGE SCRUBBER	16767-201	A0574818		4,516.0	NGC PROCESS SYSTEMS	CPCS300	Inactive
100/03-01-017-23W4M	LONG COULEE	Separator	Fuel Gas Scrubber	1014-282.6				LO TECH		Inactive
100/03-01-017-23W4M	LONG COULEE	Separator	Separator	0106063-5				CONCAC		Inactive
100/03-01-017-23W4M	LONG COULEE	Separator	Vertical Separator	7734	A0497410		9,928.5	RY		Inactive
100/03-01-017-23W4M	LONG COULEE	Separator	Vertical Separator	LS-3467	A0521477		861.0	C.E. Noto		Inactive
100/03-01-017-23W4M	LONG COULEE	Separator	VERTICAL SEPARATOR	016063-5	A0545036		9,928.0	CONCAC	CPCS307	Inactive
100/03-01-017-23W4M	LONG COULEE	Cooler	Gas Cooler - Tube	1602A1			2,758.0	GEA Engine Cooling	CPD490	Inactive
100/06-08-016-21W4M	LONG COULEE	Exchanger	06-08 Line Heater - Shell	77238-001 V8			0.0	B.S.B.		Inactive
100/06-08-016-21W4M	LONG COULEE	Scrubber	Fuel Gas Scrubber	02-1036-531			4,137.0	Black Equipment	CPD490	Inactive
100/06-08-016-21W4M	LONG COULEE	Scrubber	FUEL GAS SCRUBBER (NO PSV)	77369-001V15			862.0			Inactive
100/06-08-016-21W4M	LONG COULEE	Separator	Oil Separator	01-09-508	A0473450			B.S.B.		Inactive
100/06-08-016-21W4M	LONG COULEE	Separator	Vertical Separator	78120-501	A0146173		2,758.0	Black Equipment	CPD490	Inactive
100/06-08-016-21W4M	LONG COULEE	Separator	Inlet Filter Separator	01-09-507	A0473449		2,758.0	Black Equipment	CPD490	Inactive
100/06-08-016-21W4M	LONG COULEE	Cooler	Cooler	89780.1				Hempill	CPD492	Inactive
100/06-08-016-21W4M	LONG COULEE	Cooler	Fuel Gas Scrubber	89780.2				Hempill	CPD492	Inactive
100/06-08-016-21W4M	LONG COULEE	Scrubber	Fuel Gas Scrubber	41610-E			861.0	Gas Systems Mfg. Inc.	CPD496	Inactive
100/06-08-016-21W4M	LONG COULEE	Scrubber	Inlet Scrubber/Blowdown	C1525A-PH1204			1,965.0	Ruhton	CPD496	Inactive
100/06-08-016-21W4M	LONG COULEE	Scrubber	05-17 Well Head Separator	06153-5	A0578607		3,447.0	Gas Systems Manufacturing	CPD499	Inactive
100/06-08-016-21W4M	LONG COULEE	Accumulator	2nd Stage Section Bottle	090-6077	A0454257		4,564.3	Compart	CPD484	Inactive
100/06-08-016-21W4M	LONG COULEE	Accumulator	1st Stage Discharge Bottle	31672P2	A0555748		4,447.0	Toromont	CPD462	Inactive
100/06-08-016-21W4M	LONG COULEE	Accumulator	1st Stage Section Bottle	31672P1	A0555747		4,516.0	Toromont	CPD462	Inactive
100/06-08-016-21W4M	LONG COULEE	Accumulator	2nd Stage Discharge Bottle	31672P4	A0555759		8,908.0	Toromont	CPD463	Inactive
100/06-08-016-21W4M	LONG COULEE	Accumulator	Blowdown	80339401F	A0543221		2,758.0	Toromont	CPD475	Inactive
100/06-08-016-21W4M	LONG COULEE	Air Receiver	Air Receiver	21348296			1,551.0	Manchester Tank	CPD491	Inactive
100/06-08-016-21W4M	LONG COULEE	Air Receiver	Air Receiver	689126	A0608477		1,379.0	Steel Fab	Verify PSV	Inactive
100/06-08-016-21W4M	LONG COULEE	Air Receiver	Air Receiver	649128	A0608478		1,379.0	Steel Fab	Verify PSV	Inactive
100/06-08-016-21W4M	LONG COULEE	Cooler	2nd Stage Cooler	064171.4-11405.4	A0541D18		4,578.0	Air-X-Changer	CPD463	Inactive
100/06-08-016-21W4M	LONG COULEE	Cooler	1st Stage Cooler	064171.3-11405.3	A0561027		4,578.0	Air-X-Changer	CPD462	Inactive
100/06-08-016-21W4M	LONG COULEE	Cooler	Cooler	10671.3			2,758.0	Hempill	CPD476	Inactive
100/06-08-016-21W4M	LONG COULEE	Exchanger	Plate Exchanger	270719.13			2,758.0	Vias	CPD476	Inactive
100/06-08-016-21W4M	LONG COULEE	Exchanger	TEW EXCHANGER	064171.4-11405.2				AIR-X-CHANGERS		Inactive
100/06-08-016-21W4M	LONG COULEE	Exchanger	IC EXCHANGER	10671.2				HEMPHILL		Inactive
100/06-08-016-21W4M	LONG COULEE	Exchanger	EDW EXCHANGER	10671.1				HEMPHILL		Inactive
100/06-08-016-21W4M	LONG COULEE	Filter Unit	Inlet Oil Filter	403114011			3,103.0	Toromont	CPD516	Inactive
100/06-08-016-21W4M	LONG COULEE	Filter Unit	Steel Gas Inlet Filter	3912-1	A0547760		9,756.0	Moos Fabrication	CPD486	Inactive
100/06-08-016-21W4M	LONG COULEE	Filter Unit	Air Dryer	111002331			1,034.0	Palter	CPD486	Inactive
100/06-08-016-21W4M	LONG COULEE	Reboiler	Reboiler	2006-7640-02				Alco	CPD480	Inactive
100/06-08-016-21W4M	LONG COULEE	Scrubber	Inlet Section Scrubber	8167251	A0555716		4,516.0	Toromont	CPD462	Inactive
100/06-08-016-21W4M	LONG COULEE	Scrubber	Fuel Gas Scrubber	25530			1,689.0	Ess Corp	CPD573	Inactive
100/06-08-016-21W4M	LONG COULEE	Scrubber	2nd Stage Section Scrubber	3167252	A0545724		4,516.0	Toromont	CPD462	Inactive
100/06-08-016-21W4M	LONG COULEE	Scrubber	Fuel Gas Scrubber	2006-7613-04A	A0546211		3,273.0	Alco	CPD487	Inactive
100/06-08-016-21W4M	LONG COULEE	Scrubber	Fuel Gas Scrubber	23910			1,689.0	ESS Corp	CPD480	Inactive
100/06-08-016-21W4M	LONG COULEE	Separator	Inlet Separator	80772401D	A0529867		1,689.0	Toromont	CPD474	Inactive
100/06-08-016-21W4M	LONG COULEE	Separator	Lub Oil Separator	80772402D	A0579354		2,758.0	Toromont	CPD474	Inactive
100/06-08-016-21W4M	LONG COULEE	Separator	Inlet Section Separator	2 Phase Glycol Contractor	A0533980		1,689.0	TOROMONT	CPD474	Inactive
100/06-08-016-21W4M	LONG COULEE	Tower	FUEL GAS SCRUBBER INLET	2006-7640-01	A0540437		9,756.0	Alco	CPD486	Inactive
100/06-08-016-21W4M	LONG COULEE	Scrubber	Scrubber	20654			283.9	PANAS OIL AND GAS		Active

Site Name	Budget Area	Vessel Type	Common name	Serial #	Regulatory ID	CRN	MAWP	Manufacturer	Safety Valve Tag ID #	Status	Market Value
100/01-02-018-22WAM	TOUNGE CREEK	3 STAGE SEPARATOR (INLET)	3 STAGE SEPARATOR (INLET)	26194	A5503171	P5298.21	1,480.0	PAHAZ OIL AND GAS		Active	
100/01-02-018-22WAM	TOUNGE CREEK	1 STAGE SEP SCRUBBER (COMP)	1 STAGE SEP SCRUBBER (COMP)	1139	A551785	T5161.215	40PSI	FILAR RESOURCE		Active	
100/01-02-018-22WAM	TOUNGE CREEK	COALESSER	COALESSER	06 006-588	A551857	T5161.215	600PSI	LO TECH		Inactive	
100/01-02-018-22WAM	TOUNGE CREEK	BLOWCASE	BLOWCASE	106.79		017416.21345				Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Accumulator	1st Section Bottle	4149-3-95	A507625	M7331.2	4,516.0	Enertflex	CPC3381	Active	
100/01-02-018-22WAM	QUEENSTOWN	Accumulator	1st Stage Discharge Bottle	96-084	A3173437	N1918.21	4,516.0	IVF	CPC0031	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Accumulator	2nd Stage Discharge Bottle	94039-05	A5013408	MA304.2	9,928.0	Enertflex	CPC3386	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Accumulator	Propane Accumulator	2005-7424-05	A0539700	66209.213	2,068.0	Alco Oil & Gas	CPC4378	Active	
100/01-02-018-22WAM	QUEENSTOWN	Accumulator	2nd Stage Section Bottle	94039-04	A5013481	MA309.2	9,928.0	Enertflex	CPC4031	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Accumulator	Propane Accumulator	043530-106	A0524126	F1093.23	3,791.6	Propak	CPC4377	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Accumulator	2nd Stage Discharge Bottle	94037-02	A2933652	H8151.1	9,067.0	Enertflex	CPC4383	Active	
100/01-02-018-22WAM	QUEENSTOWN	Accumulator	3rd Stage Discharge Bottle	97-259	A0439865	109746.2	10,274.0	IVF	CPC4384	Active	
100/01-02-018-22WAM	QUEENSTOWN	Accumulator	1st Stage Section Bottle	95-085	A3173409	MA332.21	4,516.0	IVF	CPC4031	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Accumulator	1st Stage Discharge Bottle	98051-45	A0446129	MA078.2	4,447.0	Enertflex	CPC4382	Active	
100/01-02-018-22WAM	QUEENSTOWN	Accumulator	2nd Stage Section Bottle	85125-05	A0581982	U4742.2	4,516.0	Compression Services	CPC4382	Active	
100/01-02-018-22WAM	QUEENSTOWN	Bullet	UPG Bullet	129338-2	A0495278	6243.32	1,655.0	Bealid	CPC3147	Active	
100/01-02-018-22WAM	QUEENSTOWN	Cooler	1st Stage Cooler	945057.4		H7063.2		Air X Changers	CPC3386	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Cooler	Cooler Section	04350-212	A0524189	MA078.2	2,750.0	Propak	CPC4036	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Cooler	1st Stage Cooler	945057.3		H7062.2		Air X Changers	CPC4036	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Cooler	Cooler Section	04330-231	A0524182	MA072.21	1,795.0	Propak	CPC4040	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Cooler	3rd Stage Cooler	55047.5		MA092.213	10,273.0	AHX Air Coolers	CPC3384	Active	
100/01-02-018-22WAM	QUEENSTOWN	Cooler	2nd Stage Cooler	55047.4		MA092.213	9,067.0	AHX Air Coolers	CPC3383	Active	
100/01-02-018-22WAM	QUEENSTOWN	Cooler	1st Stage Cooler	55047.3		MA092.213	4,516.0	AHX Air-Coolers Ltd.	CPC3382	Active	
100/01-02-018-22WAM	QUEENSTOWN	Cooler	Chiller	2005-7424-01	A0539297	MA092.213	2,068.0	Alco	CPC4041 CPC4378	Active	
100/01-02-018-22WAM	QUEENSTOWN	Drums - Flare Knockout	Glycol Flash Drum	043530-107		MA092.213	1,034.0	Propak	CPC4035	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Exchanger	Exchanger	0520903-2		MA092.213	7,750.0	Air Cooled Exchangers	CPC4049	Active	
100/01-02-018-22WAM	QUEENSTOWN	Exchanger	Exchanger	0520903-1		MA092.213	2,068.0	Air Cooled Exchangers	CPC4048	Active	
100/01-02-018-22WAM	QUEENSTOWN	Exchanger	Gas/Gas Exchanger	043530-101	A0524180	MA092.213	8,894.0	Propak	CPC4038	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Exchanger	Gas/Gas Exchanger	2005-7424-158	A0539311	MA092.213	9,756.0	Alco	CPC4042	Active	
100/01-02-018-22WAM	QUEENSTOWN	Exchanger	Gas/Gas Exchanger	2005-7424-15A	A0539310	MA092.213	9,756.0	Alco	CPC4042	Active	
100/01-02-018-22WAM	QUEENSTOWN	Exchanger	EWX EXCHANGER	55047.2		MA092.213		AHX Air-Coolers Ltd.	CPC4042	Active	
100/01-02-018-22WAM	QUEENSTOWN	Exchanger	Carbon Filter	05057.12		MA092.213		AHX X Changers		Active	
100/01-02-018-22WAM	QUEENSTOWN	Filter Unit	Carbon Filter	043530-110		MA092.213	1,000.0	Propak	CPC4031 CPC4032	Active	
100/01-02-018-22WAM	QUEENSTOWN	Reboiler	De-ethanizer Reboiler	043530-109A	A0524142	MA092.213		Propak	CPC4036	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Reboiler	Reboiler	2005-7424-13		MA092.213	0.0	Alco	CPC4049 CPC4044	Active	
100/01-02-018-22WAM	QUEENSTOWN	Scrubber	1st Stage Section Scrubber	94039-01	A5013410	MA092.213	9,928.0	Enertflex	CPC4031	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Scrubber	Fuel Gas Scrubber	1704	A0545232	MA092.213	7,928.0	Enertflex	CPC4037	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Scrubber	2nd Stage Section Scrubber	055732-04	A0545232	MA092.213	4,516.0	Enertflex	CPC4038	Active	
100/01-02-018-22WAM	QUEENSTOWN	Scrubber	2nd Stage Scrubber	95-093	A3172424	MA092.213	4,516.0	IVF	CPC4031	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Scrubber	1st Stage Section Scrubber	055732-01	A0545235	MA092.213	4,516.0	Enertflex	CPC4031	Active	
100/01-02-018-22WAM	QUEENSTOWN	Scrubber	2nd Stage Section Scrubber	99013-03	A0402554	MA092.213	9,067.0	Enertflex	CPC4038	Active	
100/01-02-018-22WAM	QUEENSTOWN	Scrubber	Fuel Gas Scrubber	1014.1060		MA092.213	1,965.0	Lo Tech	CPC4373	Active	
100/01-02-018-22WAM	QUEENSTOWN	Scrubber	3rd Stage Section Scrubber	055732-07	A0545236	MA092.213	9,067.0	Enertflex	CPC4383	Active	
100/01-02-018-22WAM	QUEENSTOWN	Scrubber	Discharge Oil Scrubber	043530-105		MA092.213	1,795.0	Propak	CPC4040	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Scrubber	Chiller / Propane Section Scrubber	043530-102	A0524178	MA092.213	1,795.0	Propak	CPC4039 CPC4038	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Scrubber	Fuel Gas Scrubber	2005-7419-01C	A0539302	MA092.213	3,275.0	Alco Gas & Oil Production Equipment Ltd.	CPC4045	Active	
100/01-02-018-22WAM	QUEENSTOWN	Scrubber	Propane Section Scrubber	2005-7424-04	A0539306	MA092.213	2,068.0	Alco	CPC4378	Active	
100/01-02-018-22WAM	QUEENSTOWN	Scrubber	Fuel Gas Scrubber	2005-7442-06G		MA092.213	1,035.0	ALCO Gas & Oil Production Equipment Ltd.	CPC4047	Active	
100/01-02-018-22WAM	QUEENSTOWN	Separator	Inlet Separator	03-11-158	A0506551	MA092.213	9,928.0	Enertflex	CPC4374	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Separator	Inlet Separator	PE9748	A0541564	MA092.213	9,928.0	Enertflex	CPC4380	Active	
100/01-02-018-22WAM	QUEENSTOWN	Separator	Separator	04-09-256	A0518917	MA092.213	9,928.0	Universal	CPC4371	Active	
100/01-02-018-22WAM	QUEENSTOWN	Separator	Inlet Separator	PE9042	A0539050	MA092.213	9,928.0	Enertflex	CPC4379	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Separator	Low Temp Separator	043530-104	A0524137	MA092.213	8,894.0	Propak	CPC4038	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Separator	Low Temp Separator	2005-7424-02	A0539362	MA092.213	9,756.0	Alco	CPC4032	Active	
100/01-02-018-22WAM	QUEENSTOWN	Separator	In Low Side Separator	8344-03	A0539042	MA092.213	9,756.0	Enertflex	CPC4379	Active	
100/01-02-018-22WAM	QUEENSTOWN	Tower	De-ethanizer Tower	2005-7424-12	A0539312	MA092.213	2,755.0	Alco	CPC4039	Active	
100/01-02-018-22WAM	QUEENSTOWN	Stabilizer	Stabilizer	043530-108	A0524140	MA092.213	2,755.0	Propak	CPC4037 CPC4035	Inactive	
100/01-02-018-22WAM	QUEENSTOWN	Cooler	FLARE KNOCK OUT DRUM-UST	163281		MA092.213	3,101.0	GEA Engine Cooling	CPC0778	Active	

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Site Name	Budget Area	Vessel Type	Common Name	Serial #	Regulatory ID	CIN	MAWP	Manufacturer	Safety Valve Tag ID #	Status	Market Value
100/12-30-017-21WAM	QUEENSTOWN	Exchanger	Heat Exchanger	C210337A-1		P2214.23	2758.0	Henry Technologies	CPC0728	Inactive	
100/12-30-017-21WAM	QUEENSTOWN	Filtr Unit	Inlet Filter	2056-231	A0538165	R2414.23	1,586.0	BWS Fabrication	CPC0728	Inactive	
100/12-30-017-21WAM	QUEENSTOWN	Scrubber	Fuel Gas Scrubber	1014.1316		042422.2134	1,765.0	Lo Tech	CPC0384	Inactive	
100/12-30-017-21WAM	QUEENSTOWN	Scrubber	Fuel Gas Scrubber	122-49-00		041531.131	1,740.0	Mir-Quinn	CPC0387	Inactive	
100/12-30-017-21WAM	QUEENSTOWN	Scrubber	Fuel Gas Scrubber	01-117-550		041741.251	1,584.0	Lo Tech	CPC0733	Inactive	
100/12-30-017-21WAM	QUEENSTOWN	Scrubber	Fuel Gas Scrubber	1014.181		042422.2134	1,565.0	Lo Tech	CPC0733	Inactive	
100/12-30-017-21WAM	QUEENSTOWN	Separator	Separator	04-10-443	A0538815	R4871.213	9,928.0	Universal Industries	CPC0382	Active	
100/12-30-017-21WAM	QUEENSTOWN	Separator	Inlet Separator	122-75-00	A0414684	C2421.213	9,910.0	Mir-Quinn	CPC0385	Inactive	
100/12-30-017-21WAM	QUEENSTOWN	Separator	Inlet Separator	01-117-507	A0473589	P366.231	1,585.0	Bluel Equipment	CPC0728	Inactive	
100/12-30-017-21WAM	QUEENSTOWN	Separator	Oil Separator	01-117-508	A0473593	P3624.23	1,585.0	Bluel Equipment	CPC0728	Inactive	
100/16-16-018-24WAM	SHOULDICE	Accumulator	1st Stage Suction Bottle	119891	A0511559	R345.2	4,516.0	Toromont Energy Systems	CPC086	Active	
100/16-16-018-24WAM	SHOULDICE	Accumulator	2nd Stage Discharge Bottle	199874	A0511556	R352.2	4,516.0	Toromont Energy Systems	CPC087	Active	
100/16-16-018-24WAM	SHOULDICE	Accumulator	3rd Stage Discharge Bottle	199976	A0511554	R354.2	9,067.0	Toromont Energy Systems	CPC086	Active	
100/16-16-018-24WAM	SHOULDICE	Accumulator	2nd Stage Suction Bottle	119957	A0511557	R230.2	4,516.0	Toromont Energy Systems	CPC086	Active	
100/16-16-018-24WAM	SHOULDICE	Accumulator	1st Stage Discharge Bottle	119892	A0511558	R431.2	4,516.0	Toromont Energy Systems	CPC086	Active	
100/16-16-018-24WAM	SHOULDICE	Accumulator	3rd Stage Suction Bottle	199975	A0511555	R359.2	4,516.0	Toromont Energy Systems	CPC087	Active	
100/16-16-018-24WAM	SHOULDICE	Cooler	Cooler	20043962A				SmithCo Engineering	CPC086	Active	
100/16-16-018-24WAM	SHOULDICE	Cooler	Fin Fan Cooler	20044563A		R8134.231		SmithCo Engineering	CPC086	Active	
100/16-16-018-24WAM	SHOULDICE	Cooler	Fin Fan Cooler	20044945A		R8136.231		SmithCo Engineering	CPC087	Active	
100/16-16-018-24WAM	SHOULDICE	Cooler	Carbon Filter	031148-110		P0718.123	1,000.0	Propak	CPC087	Active	
100/16-16-018-24WAM	SHOULDICE	Filtr Unit	Filter	576457LEF		N4602.23(H96031)	1,965.0	Propak	CPC086	Active	
100/16-16-018-24WAM	SHOULDICE	Filtr Unit	Sales Gas inline Filter	3511-1	A0510896	R3927.2	9,759.0	Most Fab	CPC087	Active	
100/16-16-018-24WAM	SHOULDICE	Reboiler	Glycol Reboiler	301148-152		Non-Code		Propak	CPC087	Active	
100/16-16-018-24WAM	SHOULDICE	Scrubber	1st Stage Suction Scrubber	199853	A0511553	R344.2	4,516.0	Toromont Energy Systems	CPC087	Active	
100/16-16-018-24WAM	SHOULDICE	Scrubber	2nd Stage Suction Scrubber	119852	A0511552	R343.2	4,516.0	Toromont Energy Systems	CPC086	Active	
100/16-16-018-24WAM	SHOULDICE	Scrubber	1st Stage Suction Scrubber	119851	A0511551	R388.2	4,516.0	Toromont Energy	CPC086	Active	
100/16-16-018-24WAM	SHOULDICE	Scrubber	Fuel Gas Scrubber - Dchy	8265-1305		044081.21445	1,985.0	Lo Tech	CPC087	Active	
100/16-16-018-24WAM	SHOULDICE	Scrubber	Fuel Gas Scrubber - Dchy	99450-121		N0315.213	1,000.0	Propak	CPC087	Active	
100/16-16-018-24WAM	SHOULDICE	Scrubber	Fuel Gas Scrubber	94910727V3		E729.213	1,034.0	Black Swails & Bryson Inc.	CPC0389, CPC04822	Inactive	
100/16-16-018-24WAM	SHOULDICE	Scrubber	Fuel Gas Scrubber	011441-320		041278.231	1,724.0	Nusco	CPC336	Active	
100/16-16-018-24WAM	SHOULDICE	Separator	Inlet Separator	C04-6582-01	A0516848	R808.2	1,551.0	Comcast 2000	CPC063	Active	
100/16-16-018-24WAM	SHOULDICE	Separator	Vertical Separator	011441-200	A0557142	T790.2	9,928.0	Nusco Supply & Manufacturing	CPC364	Active	
100/16-16-018-24WAM	SHOULDICE	Tower	Glycol Condenser	031148-101	A0514261	P0626.2	9,928.5	Propak Systems	CPC087	Active	
100/12-09-019-22WAM	SHOULDICE	Cooler	1st Stage Cooler	056075.3		R6566.213		Air-X-Change	CPC384	Inactive	
100/12-09-019-22WAM	SHOULDICE	Cooler	2nd Stage Cooler	056075.4		T0815.213		Air-X-Change	CPC384	Inactive	
100/12-09-019-22WAM	SHOULDICE	Cooler	3rd Stage Cooler	056075.5		T1192.213		Air-X-Change	CPC385	Inactive	
100/12-09-019-22WAM	SHOULDICE	Cooler	Non-Code Cooler	056075.1				Air-X-Change	CPC385	Inactive	
100/12-09-019-22WAM	SHOULDICE	Cooler	Non-Code Cooler	056075.2				Air-X-Change	CPC385	Inactive	
100/12-09-019-22WAM	SHOULDICE	Filtr Unit	Fuel Gas Filter	06-006-5821		R7389.2	1,586.0	Pillar Resource Services Inc.	CPC387	Inactive	
100/12-09-019-22WAM	SHOULDICE	Scrubber	Fuel Gas Scrubber	250182	A0538291	045737.213	1,965.0	Pillar Resource Services Inc.	CPC382	Inactive	
100/12-09-019-22WAM	SHOULDICE	Scrubber	Inlet Suction Scrubber	1005	A0542011	T1773.2	9,928.0	Pillar Resource Services Inc.	CPC385	Inactive	
100/12-09-019-22WAM	SHOULDICE	Scrubber	2nd Stage Suction Scrubber	06-006-5642	A0542096	T324.2	8,908.0	Pillar Resource Services Inc.	CPC383	Inactive	
100/12-09-019-22WAM	SHOULDICE	Separator	Separator	28116	A0550141	T1772.2	9,908.0	Pillar Resource Services Inc.	CPC384	Inactive	
100/09-29-015-25WAM	VULCAN	Accumulator	1st Stage Suction Bottle	03-011-03	A0492192	P7298.21	10,304.0	Pillar Resource Services Inc.	CPC380	Inactive	
100/09-29-015-25WAM	VULCAN	Accumulator	2nd Stage Discharge Bottle	03-011-06	A0482195	R1768.213	9,057.0	Don Buck	CPC4014	Inactive	
100/09-29-015-25WAM	VULCAN	Accumulator	2nd Stage Suction Bottle	03-011-05	A0482194	R1774.213	9,929.0	Don Buck	CPC4016	Inactive	
100/09-29-015-25WAM	VULCAN	Accumulator	1st Stage Discharge Bottle	03-011-04	A0482193	R1771.213	9,057.0	Don Buck	CPC4015	Inactive	
100/09-29-015-25WAM	VULCAN	Accumulator	Flash Tank	2000-8495-11	A0489503	R1770.213	9,928.0	Don Buck	CPC4015	Inactive	
100/09-29-015-25WAM	VULCAN	Air Receiver	West Air Receiver	277463	A0473193	L0445.2	1,034.0	Acc Oil and Gas	CPC4024	Inactive	
100/09-29-015-25WAM	VULCAN	Air Receiver	East Air Receiver #2	SF 71572		C7228.1C	1,379.0	Steel Fab	CPC2499	Active	
100/09-29-015-25WAM	VULCAN	Air Receiver	East Air Receiver #2	SF 71571		044293.56123	2,413.2	Steel Fab	CPC3400	Active	
100/09-29-015-25WAM	VULCAN	Air Receiver	East Air Receiver #1	SF 71574		044293.56123	2,413.2	Steel Fab	CPC2497	Active	
100/09-29-015-25WAM	VULCAN	Air Receiver	East Air Receiver #1	SF 71574		044293.56123	2,413.2	Steel Fab	CPC2496	Active	
100/09-29-015-25WAM	VULCAN	Buffer	BULLET	21483A	A0174421	A7564.214	1,723.7	WESTERN	CPC3399	Active	

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Sta Name	Budget Area	Vessel Type	Common name	Serial #	Regulatory ID	CMN	MAWP	Manufacturer	Safety Valve Tag ID #	Status	Market Value
100/09-29-015-25W4M	VULCAN	Cooler	2nd Stage Cooler	8388.4		R1631.213	9,928.0	Hemphill	CPC4016	Active	
100/09-29-015-25W4M	VULCAN	Cooler	1st Stage Cooler	200583782B		T3570.231	4,447.0	Smithco	CPC4003	Active	
100/09-29-015-25W4M	VULCAN	Cooler	1st Stage Cooler	8389.3		R1630.213	9,928.0	Hemphill	CPC4015	Active	
100/09-29-015-25W4M	VULCAN	Cooler	2nd Stage Cooler	200583783A		T3592.231	9,928.0	Smithco	CPC4004	Active	
100/09-29-015-25W4M	VULCAN	Exchanger	Treater	59026	A04090-4	X0025.52	517.1	Sivalis	CPC4785	Active	
100/09-29-015-25W4M	VULCAN	Reboiler	Reboiler	2000-6459-04				Alco Oil and Gas	CPC1029 CPC4028	Inactive	
100/09-29-015-25W4M	VULCAN	Scrubber	2nd Stage Inlet Suction Scrubber	03-011-02	A0492191	R1787.213	9,067.0	Don Buck	CPC4015	Inactive	
100/09-29-015-25W4M	VULCAN	Scrubber	1st Stage Inlet Suction Scrubber	03-011-01	A0492190	R1785.213	9,067.0	Don Buck	CPC4014	Inactive	
100/09-29-015-25W4M	VULCAN	Scrubber	Fuel Gas Scrubber	2027.572		OH5917.2135	1,965.0	Lo Tech	CPC2481	Active	
100/09-29-015-25W4M	VULCAN	Scrubber	Fuel Gas Scrubber	1014.1852		OH2422.21345	1,965.0	Lo Tech	CPC4002	Active	
100/09-29-015-25W4M	VULCAN	Scrubber	Fuel Gas Scrubber	1026.2843		OH7154.21345	1,034.0	Lo Tech	CPC4012	Active	
100/09-29-015-25W4M	VULCAN	Scrubber	Fuel Gas Scrubber	99123	A0455382	M7470.2	9,928.0	Penn Oil and Gas	CPC4020	Inactive	
100/09-29-015-25W4M	VULCAN	Scrubber	Fuel Gas Scrubber	1167		N7389.2	1,586.0	Solid	CPC4026	Active	
100/09-29-015-25W4M	VULCAN	Scrubber	1st Stage Suction Scrubber	C251011D-2		T6570.2135	4,447.0	Henry Technologies	CPC4003	Active	
100/09-29-015-25W4M	VULCAN	Scrubber	2nd Stage Suction Scrubber	C251011D-1		T5547.213	4,447.0	Henry	CPC4003	Active	
100/09-29-015-25W4M	VULCAN	Scrubber	Fuel Gas Scrubber	1008.2073		OH7184.21345	1,034.0	Lo Tech	CPC2488	Active	
100/09-29-015-25W4M	VULCAN	Scrubber	Fuel Gas Scrubber	0467		M1265.231	1,965.0	Northwest Pipe	CPC4785	Active	
100/09-29-015-25W4M	VULCAN	Separator	Separator	PE8157	A0525284	P3265.2	4,964.0	Perfabco	CPC2500	Active	
100/09-29-015-25W4M	VULCAN	Separator	Vertical Separator	PE8593	A0546666	P5433.213	9,928.0	Perfabco	CPC4010	Active	
100/09-29-015-25W4M	VULCAN	Separator	Inlet Separator	PE8593	A0546666	P7883.213	9,928.0	Perfabco	CPC2489	Active	
100/09-29-015-25W4M	VULCAN	Separator	Separator	PE8700	A0546667	P5433.213	9,928.0	Perfabco	CPC2486	Active	
100/09-29-015-25W4M	VULCAN	Tower	Glycol Condenser	2000-6459-01	A0455064	P2321.21	9,928.0	Alco Oil and Gas	CPC4019	Inactive	
100/16-04-015-25W4M	VULCAN	Air Receiver	Air Receiver	189904	A05719523	F0827.1C	1,600.0	Manchester Tank	CPC4783	Inactive	
100/16-04-015-25W4M	VULCAN	Dryer	Air Dryer	SF-148182		OH4338.213	2,413.0	Steel Fab	CPC4789	Inactive	
100/16-04-015-25W4M	VULCAN	Dryer	Air Dryer	SF-148182		OH4338.213	2,413.0	Steel Fab	CPC4789	Inactive	
100/16-04-015-25W4M	VULCAN	Filter Unit	Oil Filter	004812.3		L3398.2	2,758.0	Air-X-Chargers	CPC0912	Inactive	
100/16-04-015-25W4M	VULCAN	Filter Unit	Oil Filter	S143-0F		L8013.321	2,758.0	Energy Industries	CPC0912	Active	
100/16-04-015-25W4M	VULCAN	Scrubber	Suction Scrubber	5143.31	A0458729	P4795.2	1,586.0	Energy Industries	CPC3083	Active	
100/16-04-015-25W4M	VULCAN	Separator	Oil Separator	S143-52	A0458548	L9871.2	2,758.0	Energy Industries	CPC0912	Active	
100/16-04-015-25W4M	VULCAN	Separator	Separator	D8-530-501	A0586793	U5534.2	3,103.0	Bidell	CPC4773	Active	
100/16-04-015-25W4M	VULCAN	Scrubber	Fuel Gas Inlet	1496A		L9317.213		Bidell	CPC5368	Active	
100/15-11-030-23W4M	GHOST PINE	Air Receiver	Air Receiver	391497	A0566831	L4038.5C	1,379.0	Steel Fab	CPC4845	Active	
100/15-11-030-23W4M	GHOST PINE	Air Receiver	Air Receiver	181503	A0566591	F0628.1C	1,378.0	Manchester Tank		Active	
100/15-11-030-23W4M	GHOST PINE	Drums - Flare Knock-Out Drum	Flare Knock-Out Drum	V-5658-002	A0555875	T8526.2	345.0	IPS		Active	
100/15-11-030-23W4M	GHOST PINE	Exchanger	Plate Exchanger	271262.12		R9888.213	2,756.0	Vierplate	CPC4851	Active	
100/15-11-030-23W4M	GHOST PINE	Reboiler	Reboiler	2006-7627-03B		R2294.213	3,275.0	Alco Oil & Gas	CPC3469	Active	
100/15-11-030-23W4M	GHOST PINE	Scrubber	Fuel Gas Scrubber	2005-7542-01D	A0560377	R2294.213	3,275.0	Alco Oil & Gas	CPC3467	Active	
100/15-11-030-23W4M	GHOST PINE	Scrubber	Lube Oil Scrubber	3835-4	A0567785	R2230.2	2,756.0	Moss Fabrication	CPC3465	Active	
100/15-11-030-23W4M	GHOST PINE	Scrubber	4th Stage Suction Scrubber	D8-530-504	A0573403	U5077.2	9,032.0	BIDELL	CPC5373	Active	
100/15-11-030-23W4M	GHOST PINE	Scrubber	1st Stage Inlet Suction Scrubber	D8-530-501	A0573411	U5077.2	4,516.0	BIDELL	CPC5371	Active	
100/15-11-030-23W4M	GHOST PINE	Scrubber	Fuel Gas Scrubber	1457-B		L9317.2312	1,586.0	BIDELL	CPC4785	Active	
100/15-11-030-23W4M	GHOST PINE	Scrubber	3rd Stage Suction Scrubber	D8-530-503	A0573413	T9840.71	4,516.0	BIDELL	CPC5372	Active	
100/15-11-030-23W4M	GHOST PINE	Scrubber	2nd Stage Suction Scrubber	D8-530-502	A0573412	T8270.2	4,516.0	BIDELL	CPC5371	Active	
100/15-11-030-23W4M	GHOST PINE	Scrubber	Fuel Gas Scrubber	1495A		L9317.213	1,586.0	BIDELL	CPC4775	Active	
100/15-11-030-23W4M	GHOST PINE	Tower	Glycol Condenser	2006-7627-001B	A0560190	T7522.2	9,756.0	Alco Oil & Gas	CPC3466	Active	
100/15-11-030-23W4M	GHOST PINE	Tower	Manhand Sphere	624805	A0550095	K2792.231	2,758.0	Bromley Mechanical	CPC4859	Active	
100/15-11-030-23W4M	GHOST PINE	Air Dryer	Air Dryer	1110-02923-T00		OH4500.123	1,034.0	Airek	CPC4846 CPC4847	Active	
100/15-11-030-23W4M	GHOST PINE	Condenser Coil	Condenser Coil	2006-7627.01B	A0560190 Coil	T7522.2	9,756.0	Alco Oil & Gas		Active	
100/15-11-030-23W4M	GHOST PINE	Manhand Sphere	Manhand Sphere	624782	A0550069	K2792.231	2,757.0	Bromley Mechanical		Inactive	
100/15-11-030-23W4M	GHOST PINE	Manhand Sphere	Manhand Sphere	624814	A0550101	K2792.231	2,757.0	Bromley Mechanical		Inactive	
100/15-11-030-23W4M	GHOST PINE	Manhand Sphere	Manhand Sphere	624816	A0550105	K2792.231	2,757.0	Bromley Mechanical		Inactive	
100/15-11-030-23W4M	GHOST PINE	Manhand Sphere	Manhand Sphere		A0562720		9,928.0	Bromley Mechanical		Inactive	

MFCRP - Tanks									
Site Name	Budget Area	Type	Model Name	Manufacturer	Common Name	Capacity	Serial #	Status	Market Value
100/06-29-022-28W4M	CENTRON			NORWESCO	METHANOL TANK	1.50	220208906	Inactive	
100/06-29-022-28W4M	CENTRON			Platinum Grover	Produced Water Tank	15.90	2100-135	Inactive	
100/10-21-023-28W4M	CROSSFIELD			ZEEBEST	CHEMICAL TANK	357.72	N/A	Active	
100/10-21-023-28W4M	CROSSFIELD			WESTEEL	CHEMICAL TANK	357.72	67000850	Inactive	
100/10-21-023-28W4M	CROSSFIELD			WESTEEL	CHEMICAL TANK	357.72	67000828	Inactive	
100/10-21-023-28W4M	CROSSFIELD			NORWESCO	CHEMICAL TANK	357.72	220209386	Inactive	
100/10-21-023-28W4M	CROSSFIELD			WESTEEL	CHEMICAL TANK	317.97	6W41898	Inactive	
100/10-21-023-28W4M	CROSSFIELD			PLANT PROCESSORS LTD	CHEMICAL TANK	10,016.20	258-2	Inactive	
100/10-21-023-28W4M	CROSSFIELD			WESTEEL	CHEMICAL TANK	715.44	67003111	Inactive	
100/10-21-023-28W4M	CROSSFIELD			WESTEEL	CHEMICAL TANK	357.72	N/A	Inactive	
100/10-21-023-28W4M	CROSSFIELD			WESTEEL	CHEMICAL TANK	357.72	N/A	Inactive	
100/10-21-023-28W4M	CROSSFIELD			WESTEEL	CHEMICAL TANK	715.44	C8981528	Inactive	
100/10-21-023-28W4M	CROSSFIELD			WESTEEL	CHEMICAL TANK	715.44	A875375	Active	
100/10-21-023-28W4M	CROSSFIELD			WESTEEL	CHEMICAL TANK	715.44	N/A	Inactive	
100/10-21-023-28W4M	CROSSFIELD			Norwesco	Methanol Tank	500g	220607716	Inactive	
100/10-21-023-28W4M	CROSSFIELD			Nusco	Produced Water Tank	63.59	22210	Active	
100/07-33-023-28W4M	CROSSFIELD				METHANOL TANK	2250l		Active	
100/07-33-023-28W4M	CROSSFIELD				METHANOL TANK	2250l		Active	
100/07-33-023-28W4M	CROSSFIELD				produce oil tk	750bbl		Active	
100/07-33-023-28W4M	CROSSFIELD				produce oil tk	750bbl		Active	
100/07-33-023-28W4M	CROSSFIELD				produce h2o tk	750bbl		Active	
100/07-33-023-28W4M	CROSSFIELD			R. Politt	Flare Knockout Tank	50bbl	K638	Active	
100/04-15-022-27W4M	DALEMEAD			ZEEBEST	METHANOL TANK	2250L	N/A	Active	
100/04-15-022-27W4M	DALEMEAD			ZCL	Pop Tank	500g	1-05080005GD-16068	Active	
100/04-33-022-27W4M	DALEMEAD			Westeel	Inhibitor Tank	2.20		Active	
100/04-33-022-27W4M	DALEMEAD			Westeel	Inhibitor/Methanol Tank	2.20		Active	
100/04-33-022-27W4M	DALEMEAD			Westeel	Paraffin Solvent Tank	2.20		Active	
100/04-33-022-27W4M	DALEMEAD			JIRO COMPRESSION LTD	PRODUCED WATER	2.53	A-4048	Inactive	
100/14-16-022-27W4M	DALEMEAD			WESTEEL	METHANOL TANK	715.44	67008119	Inactive	
100/14-16-022-27W4M	DALEMEAD			WESTEEL	METHANOL TANK	357.72	992950	Inactive	
100/05-08-020-27W4M	GLADYS			Jiro Manufacturing	05-08 AST - Produced Water Tank	15.90	4028-C	Active	
100/05-08-020-27W4M	GLADYS			ZCL	GLYCOL TANK	2.25	15501	Active	
100/06-14-020-26W4M	GLADYS			Gordon Dunn	Methanol Tank	2,230,000.19	G100D001E956	Inactive	
100/06-14-020-26W4M	GLADYS			ZCL Everlast	Prod Water (weighted underground)	16		Inactive	
100/06-15-020-27W4M	GLADYS			n/a	06-15 UST - Sour Emulsion Tank	0.00	n/a	Active	
100/06-15-020-27W4M	GLADYS			Nusco	06-21 AST - Heat Transfer Oil Tank	15.90	30046-908	Active	
100/06-15-020-27W4M	GLADYS			Universal Industries Corp.	1000 bbl Tank oil	159.00	04-10-05-13151	Active	
100/06-15-020-27W4M	GLADYS			Universal Industries Corp.	1000 bbl Tank	159.00	04-10-05-13150	Active	
100/06-15-020-27W4M	GLADYS			NWP	Dehy 500 g	1.35	100697	Active	
100/06-15-020-27W4M	GLADYS			ZEEBEST	CHEMICAL TANK (scale)	2.25		Active	
100/06-15-020-27W4M	GLADYS			WESTEEL	CHEMICAL TANK (demulsifier)	4.50		Active	
100/06-15-020-27W4M	GLADYS			WESTEEL	CHEMICAL TANK (glyco)	2.25		Inactive	
100/06-15-020-27W4M	GLADYS			WESTEEL	DIESEL TANK			Active	
100/06-15-020-27W4M	GLADYS				HP FKOD UST			Active	
100/06-15-020-27W4M	GLADYS				LP FKOD UST			Active	
100/06-15-020-27W4M	GLADYS			Plains Fabrication & Supply	Lube Oil Storage Tank	15.90	1850-176	Active	
100/06-15-020-27W4M	GLADYS			WESTEEL	METHANOL TANK	4.50		Active	

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Site Name	Budget Area	Type	Model Name	Manufacturer	Common Name	Capacity	Serial #	Status	Market Value				
100/06-15-020-27W4M	GLADYS			WESTEEL	METHANOL TANK (well)	2.25	26E84510	Active					
100/06-15-020-27W4M	GLADYS			WESTEEL	METHANOL TANK	4.50		Active					
100/06-15-020-27W4M	GLADYS			WESTEEL	METHANOL TANK (10-16 meth line)	2.25		Active					
100/06-15-020-27W4M	GLADYS			WESTEEL	METHANOL TANK	2.25		Active					
100/06-15-020-27W4M	GLADYS			CLEMMER	METHANOL TANK	2.25		Active					
100/06-15-020-27W4M	GLADYS			Platinum Grover	Produced Water Tank	63.60	TK1168	Active					
100/06-15-020-27W4M	GLADYS			Platinum Grover	Produced Water Tank	63.60	TK1163	Active					
100/06-15-020-27W4M	GLADYS				Used Oil storage - UST (white underground)	3.00		Active					
100/06-15-020-27W4M	GLADYS			ROCKET IND	USED OIL TANK	1000 g	2562	Inactive					
100/06-15-020-27W4M	GLADYS			ZCL	UST TANK	0.40	10907	Inactive					
100/10-15-021-27W4M	GLADYS			ZCL	Blowdown	6.00	15190	Active					
100/10-15-021-27W4M	GLADYS			WESTEEL	Bulk Oil	2.25	N/A	Active					
100/10-15-021-27W4M	GLADYS			TANKSAFE	PRODUCED WATER	7.95	50A07D041	Active					
100/10-15-021-27W4M	GLADYS			WILCO INDUSTRIES	PRODUCED WATER	15.90	2285	Active					
100/13-17-020-26W4M	GLADYS			ZEEBEST PLASTICS	Blowdown	1.35	N/A	Active					
100/13-17-020-26W4M	GLADYS			ZCL	Blowdown	16.00		Active					
100/13-17-020-26W4M	GLADYS			WESTEEL	methanol	2.25	15-198	Active					
100/14-03-021-27W4M	GLADYS			G L M	14-03 AST - Emulsion Tank	63.60	D-91-623-4	Active					
100/14-03-021-27W4M	GLADYS			ZCL	Blowdown	2.25	15492	Active					
100/14-03-021-27W4M	GLADYS			WESTEEL	METHANOL TANK	2.25	N/A	Inactive					
100/06-04-016-27W4M	HIGH RIVER			Platinum Grover	05-04 AST - Produced Sour Water	63.60	TK1171	Active					
100/06-04-016-27W4M	HIGH RIVER			Platinum Grover	05-04 AST - Produced Sour Water	63.60	TK1167	Active					
100/06-04-016-27W4M	HIGH RIVER			GORD DUNN	METHANOL TANK	1000G	G100D002E689	Active					
100/06-04-016-27W4M	HIGH RIVER			CLEMMER	METHANOL TANK	2.25	N/A	Active					
100/06-04-016-27W4M	HIGH RIVER			WESTEEL	METHANOL TANK	2.25	N/A	Active					
100/02-04-017-29W4M	HIGH RIVER			ZEEBEST	METH TK	1.13		Active					
100/02-04-017-29W4M	HIGH RIVER			WESTEEL	CHEMICAL TANK	2.25		Active					
100/02-04-017-29W4M	HIGH RIVER			WESTEEL	METH TK	2.25		Active					
100/02-04-017-29W4M	HIGH RIVER			WESTEEL	LUBE OIL TANK	2.25		Active					
100/02-20-017-29W4M	HIGH RIVER			Rushon	02-20 AST - Produced Water Tank/METH TK	17.50	n/a	Active					
100/02-20-017-29W4M	HIGH RIVER				BULK OIL TANK	1.30		Inactive					
100/02-20-017-29W4M	HIGH RIVER			WESTEEL	CHEMICAL TANK	2.25		Inactive					
100/02-34-018-29W4M	HIGH RIVER			WESTEEL	METHANOL TANK	2.25	63D48311	Active					
100/02-34-018-29W4M	HIGH RIVER			WESTEEL	SOUL CRUDE OIL	0.45	67072852	Active					
100/03-05-017-27W4M	HIGH RIVER			N/A	Engine Oil Tank	2.20	N/A	Active					
100/03-05-017-27W4M	HIGH RIVER			ZCL	Flare Knockout Tank	3.98	15672	Active					
100/03-05-017-27W4M	HIGH RIVER			Clemmier	Methanol Tank	2.20		Active					
100/03-05-017-27W4M	HIGH RIVER			CLEMMER	Methanol Tank	2.20	N/A	Active					
100/03-05-017-27W4M	HIGH RIVER			NWP	Produced Water Tank	58.04	4001154	Active					
100/04-09-017-29W4M	HIGH RIVER			Rushon	04-09 AST - Produced h2o TK/METH TK	17.50	n/a	Active					
100/04-09-017-29W4M	HIGH RIVER			WESTEEL	METH TK	2.25		Active					
100/10-32-017-29W4M	HIGH RIVER			ZEEBEST	BLOWDOWN TK	2.25		Inactive					
100/10-32-017-29W4M	HIGH RIVER			ZCL	10-32 AST - Produced Water Tank	7.90	n/a	Active					
100/10-32-017-29W4M	HIGH RIVER			WESTEEL	METHANOL TANK	2.25	67015828	Active					
100/10-32-017-29W4M	HIGH RIVER			ZEEBEST	USED OIL TANK	1.00		Inactive					
100/11-15-018-29W4M	HIGH RIVER			Torn/ado flare Systems	11-15 Flare Knockout Drum	7.90	k408	Active					
100/11-15-018-29W4M	HIGH RIVER			WESTEEL	BULK OIL TANK	2.25	N/A	Active					
100/11-15-018-29W4M	HIGH RIVER			WESTEEL	CHEM TANK	2.25	N/A	Inactive					
100/11-15-018-29W4M	HIGH RIVER			PLAIN INDUSTRIES	Methanol Storage Tank - 400 BBL	63.60	1264-402	Active					
100/11-15-018-29W4M	HIGH RIVER			WESTEEL	METHANOL TANK	2.25	N/A	Active					

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MFCRP - Tanks							Model Name	Manufacturer	Common Name	Capacity	Serial #	Status	Market Value
100/11-15-018-29W4M	HIGH RIVER	Type						WESTEEL	METHANOL TANK	2.25	N/A	Active	
100/11-15-018-29W4M	HIGH RIVER							WESTEEL	CHEM TANK	2.25	220502317	Inactive	
100/11-15-018-29W4M	HIGH RIVER							WESTEEL	Produce Water Tank - 400 BBL	63.60	570246	Active	
100/11-31-016-28W4M	HIGH RIVER							Westeel	METHANOL TANK	2.25	67035728	Active	
100/11-31-016-28W4M	HIGH RIVER							WESTEEL	Methanol Tank	2.20		Active	
100/11-31-016-28W4M	HIGH RIVER							WESTEEL	OIL TANK	2.25		Active	
100/11-31-016-28W4M	HIGH RIVER							ZCL	Produced Water Tank	4.77	1-040808010-13141	Active	
100/14-30-016-28W4M	HIGH RIVER							ZCL	BLOW DOWN TANK	2.25	15911	Active	
100/14-30-016-28W4M	HIGH RIVER							WESTEEL	METHANOL TANK	2.25	67036570	Active	
100/16-08-018-29W4M	HIGH RIVER							ZCL	BLOW DOWN TANK	2.25	15499	Inactive	
100/16-08-018-29W4M	HIGH RIVER							WESTEEL	METHANOL TANK	2.25		Active	
100/03-12-016-21W4M	LONG COULEE							Westeel	1000 gal Methanol Tank	4.40		Inactive	
100/03-12-016-21W4M	LONG COULEE							Argo Sales	200 bbl Storage Tank	31.80	2440	Inactive	
100/03-12-016-21W4M	LONG COULEE							ZCL	BLOW DOWN TANK	2.25	15497	Inactive	
100/03-12-016-21W4M	LONG COULEE							ZEEBEST	ENGINE COOLANT TANK	0.23	03-02-1580	Inactive	
100/03-12-016-21W4M	LONG COULEE							WESTEEL	METHANOL TANK			Inactive	
100/03-12-016-21W4M	LONG COULEE							ARGO SALES	SOUR EMULSION TANK		2440	Inactive	
100/03-12-016-21W4M	LONG COULEE							Westeel	Methanol Storage	2.23		Inactive	
100/04-01-017-23W4M	LONG COULEE							CLEMMER	METHANOL TANK-500 Gal			Inactive	
100/04-01-017-23W4M	LONG COULEE							Platinum	Produced Water Tank	15.90	14131	Inactive	
100/05-08-016-21W4M	LONG COULEE							NWP	06-08 AST - Produced Water Tank	15.90	100113C	Inactive	
100/06-08-016-21W4M	LONG COULEE							WESTEEL	CHEMICAL TANK	2.25	67042385	Inactive	
100/08-17-016-21W4M	LONG COULEE							Jiro Manufacturing	08-17 AST - Produced Water Tank	15.90	83871	Inactive	
100/16-04-016-23W4M	LONG COULEE							ZCL	Flare Knockout Tank - 16000 L	16.00	1-08061008BL-15179	Inactive	
100/16-04-016-23W4M	LONG COULEE							WESTEEL	METHANOL TANK	2.20	65062000	Inactive	
100/16-04-016-23W4M	LONG COULEE							Tank Safe	Produced Water Tank - 200 bbl	31.80	200A05D032	Inactive	
100/16-04-016-23W4M	LONG COULEE								Lube Oil Tank	2.20		Inactive	
100/13-25-019-29W4M	YOUNGE CREEK							WESTEEL	METH TANK	2.25		Active	
100/13-25-019-29W4M	YOUNGE CREEK							POLY ZEEBEST	USED OIL TANK	1.30		Active	
100/13-25-019-29W4M	YOUNGE CREEK							ZCL	BLOWDOWN TANK	2.25		Active	
100/13-25-019-29W4M	YOUNGE CREEK								PRODUCTION WATER	16M3		ACTIVE	
100/01-02-018-22W4M	QUEENSTOWN						100 bbl	Universal	100 bbl Produced Water Tank	15.90	04-09-30-13489	Active	
100/01-02-018-22W4M	QUEENSTOWN						2200 L	Clemmer	500 gal Methanol Tank	2.30		Active	
100/01-02-018-22W4M	QUEENSTOWN						2200 L	Clemmer	500 gal Methanol Tank	2.30		Active	
100/01-02-018-22W4M	QUEENSTOWN							Tanksafe Inc.	CONDENSATION TANK	7.80	4F153	Active	
100/01-02-018-22W4M	QUEENSTOWN							Westeel	Engine Oil Tank	2.30	65070552	Active	
100/01-02-018-22W4M	QUEENSTOWN							zcl	Blowdown tank	3.00	15685	Inactive	
100/01-02-018-22W4M	QUEENSTOWN							zcl	Blowdown tank	3.00	15506	Inactive	
100/01-02-018-22W4M	QUEENSTOWN							zcl	Blowdown tank	3.00	16085	Active	
100/01-02-018-22W4M	QUEENSTOWN							Boomers	Glycol Tank	2.20		Active	
100/01-02-018-22W4M	QUEENSTOWN						BS-100DW	NWP	OIL TANK	15.90	008	Inactive	
100/01-02-018-22W4M	QUEENSTOWN							Tank Safe	PRODUCTION TANK	63.60	4001169	Inactive	
100/01-02-018-22W4M	QUEENSTOWN							Boomers	Reboiler Tank	7.95	50PQ40027	Inactive	
100/01-02-018-22W4M	QUEENSTOWN						BS-30	Boomers	Reboiler Tank (Propack)	5.90	001	Active	
100/01-02-018-22W4M	QUEENSTOWN							Westeel	methanol storage	1.70		Active	
100/01-02-018-22W4M	QUEENSTOWN								Spare Tank	2.30		Active	
100/12-30-017-21W4M	QUEENSTOWN						100 bbl	Universal	100 bbl Produced Water Tank	15.90	04-10-18-13593	Active	
100/12-30-017-21W4M	QUEENSTOWN						2200 L	Clemmer	500 gal Methanol Tank	2.20		Active	
100/12-30-017-21W4M	QUEENSTOWN							Westeel	Methanol Tank	2.30	0632	Active	
100/12-30-017-21W4M	QUEENSTOWN							Clemmer	meth tank	2.20		Active	
100/16-16-018-24W4M	SHOULDIS							ZCL Composite Inc.	Emulsion Tank	8.75	1-0406080LD-12927	Active	

MFCRP - Tanks		Site Name	Budget Area	Type	Model Name	Manufacturer	Common Name	Capacity	Serial #	Status	Market Value
100/16-16-018-24W4M	SHOULDICE					ZCL Composite Inc.	Flare Knockout Tank	8.27	1-040380LD-12742	Active	
100/16-16-018-24W4M	SHOULDICE					Tank Safe	Glycol Overflow Tank	7.95	50FD40029	Active	
100/16-16-018-24W4M	SHOULDICE					Westeel	Methanol Tank	1.89		Active	
100/16-16-018-24W4M	SHOULDICE					Nusco	Produced Water Tank	31.80	007545	Active	
100/12-09-019-22W4M	SHOULDICE					ZCL	BLOW DOWN TANK	2.200000048	15503	Inactive	
100/12-09-019-22W4M	SHOULDICE					Clemmer	Methanol Tank	1.360000014	000400	Inactive	
100/12-09-019-22W4M	SHOULDICE					Panox Oil & Gas	Produced Water Tank	11.560000042	2-100-984	Inactive	
100/16-16-018-24W4M	SHOULDICE					Westeel	Production Tank	63.60	1986-229	Active	
100/16-16-018-24W4M	SHOULDICE					Westeel	Methanol Tank	2.20		Active	
100/16-16-018-24W4M	SHOULDICE					Westeel	Methanol Tank	2.20		Active	
100/16-16-018-24W4M	SHOULDICE					Westeel	Lube Oil Tank	2.20		Active	
100/09-29-015-25W4M	VULCAN					TANKSAFE	100 bbl pop tank	15.90	100A08D017	Active	
100/09-29-015-25W4M	VULCAN					Clemmer	500 gal Methanol Tank	2.20		Active	
100/09-29-015-25W4M	VULCAN					Clemmer	500 gal Methanol Tank	2.20		Active	
100/09-29-015-25W4M	VULCAN					Argo	Crude Oil Tank #1 (In Tank Farm)	159.00	8336	Active	
100/09-29-015-25W4M	VULCAN					Argo	Crude Oil Tank #2 (In Tank Farm)	159.00	8337	Active	
100/09-29-015-25W4M	VULCAN					Westeel	Demulsifier Tank	1.37		Active	
100/09-29-015-25W4M	VULCAN					Westeel	Engine Oil Tank (By Compressor Building)	1.37		Active	
100/09-29-015-25W4M	VULCAN					Westeel	Engine Oil Tank (By Compressor Building)	2.20	21654	Active	
100/09-29-015-25W4M	VULCAN					NUSCO	FLARE KNOCKOUT TANK			Active	
100/09-29-015-25W4M	VULCAN					Westeel	Glycol Tank (By Compressor Building)	2.20		Active	
100/09-29-015-25W4M	VULCAN					Westeel	Glycol Tank (By Dehy building)	2.20	6705 4546	Active	
100/09-29-015-25W4M	VULCAN					Westeel	Methanol Tank	2.20		Active	
100/09-29-015-25W4M	VULCAN					Argo	Produced Water Tank #1 (In Tank Farm)	159.00	8334	Active	
100/09-29-015-25W4M	VULCAN					Argo	Produced Water Tank #2 (In Tank Farm)	159.00	8335	Active	
100/16-04-015-25W4M	VULCAN					Westeel	Engine Tank Oil	2.30	65062412	Active	
100/16-04-015-25W4M	VULCAN					WESTEEL	ENGINE TANK OIL	2.300000191	67079774	Inactive	
100/16-04-015-25W4M	VULCAN					Nusco	Flare Knock Out Drum	7.95	21958	Active	
100/16-04-015-25W4M	VULCAN					ZCL	FLARE KNOCKOUT TANK	7.950000286	21958	Inactive	
100/16-04-015-25W4M	VULCAN						Methanol Tank	1.35		Active	
100/16-04-015-25W4M	VULCAN					NWP	PRODUCED WATER TANK	63.60	4001264	Active	
100/16-04-015-25W4M	VULCAN					ZCL	Spare Tank	2.30	15665	Inactive	
100/16-04-015-25W4M	VULCAN					ZCL	SPARE TANK (Slater Blow down)	2.30	15809	Active	
100/15-11-030-23W4M	GHOST PINE			Produced Water Tank		jpro compression	Produced Water Tank	200bbl	A-5301	Active	4,000

MF-CRP - Miscellaneous Equipment									
Site Name	Budget Area Name	Serial #	Type	Common Name	Model Name	Manufacturer	Status	Market Value	
100/06-29-022-28W4M	CENTRON			COMPRESSOR BLDG		WASEA	Inactive		
100/06-29-022-28W4M	CENTRON	D3-134		METER RUN BLDG		WARWICK	Inactive		
100/06-29-022-28W4M	CENTRON	SKID 0269		SEPARATOR BLDG		PLATINUM GROVER	Inactive		
100/10-21-023-28W4M	CROSSFIELD	SKID0107		COMPRESSOR BUILDING		ALMAC	Active		
100/10-21-023-28W4M	CROSSFIELD	SKID0107		SEPERATOR BUILDING, Inlet Sep		LA METAL	Active		
100/10-21-023-28W4M	CROSSFIELD	SKID0105		SEPARATOR BUILDING, 2-28 Sep		ALMAC	Active		
100/10-21-023-28W4M	CROSSFIELD	SKID0103		SEPERATOR BUILDING, 7-33 Inlet		WARWICK	Active		
100/10-21-023-28W4M	CROSSFIELD	N/A		METER BUILDING, Sales		R POLLITT OILFIELD	Active		
100/10-21-023-28W4M	CROSSFIELD	SKID0102		FKOD BUILDING		N/A	Active		
100/10-21-023-28W4M	CROSSFIELD			METER BUILDING, Atco ??			Active		
100/10-21-023-28W4M	CROSSFIELD	SKID0104		HEADER BUILDING			Active		
100/10-21-023-28W4M	CROSSFIELD	SKID0106		SEPERATOR BUILDING, 10/21 F/G Sep		N/A	Active		
100/10-21-023-28W4M	CROSSFIELD	WP8395401	Driver	MOTOR, spare	5K0W404SS301CF2	G.E.	Inactive		
100/10-21-023-28W4M	CROSSFIELD	IL708319001	Driver	MOTOR, spare	750V4013006TE4	WESTINGHOUSE	Inactive		
100/10-21-023-28W4M	CROSSFIELD	B1.51.40676.9V1	Driver	MOTOR, spare	R82DV132M4	SEW-EURODRIVE	Inactive		
100/07-33-023-28W4M	CROSSFIELD			FWKO BUILDING		TERRA NOVA	Active		
100/07-33-023-28W4M	CROSSFIELD			STORAGE BUILDING		N/A	Active		
100/07-33-023-28W4M	CROSSFIELD			VRU BUILDING		LA METAL	Active		
100/07-33-023-28W4M	CROSSFIELD			PUMP BUILDING		RONACO	Active		
100/07-33-023-28W4M	CROSSFIELD			INLET SEPERATOR BUILDING		ARMOR	Active		
100/04-15-022-27W4M	DALEMEAD	N/A		METER BUILDING		WARWICK	Active		
100/04-15-022-27W4M	DALEMEAD	05-1023FGS		MCC BUILDING		WARWICK	Active		
100/04-15-022-27W4M	DALEMEAD	N/A		FLARE STACK		TORNADO	Active		
100/04-15-022-27W4M	DALEMEAD	04291		COMPRESSOR BUILDING		BIDELL	Active		
100/04-15-022-27W4M	DALEMEAD	121200VST		INCINERATOR	5013138	QUESTOR TECHNOLOGY INC	Active		
100/04-33-022-27W4M	DALEMEAD	SKID0088		COMPRESSOR BUILDING		MAKLOC BUILDINGS INC	Active		
100/04-33-022-27W4M	DALEMEAD	N/A		INLET SEPERATOR		MAKLOC BUILDINGS INC	Active		
100/04-33-022-27W4M	DALEMEAD	SKID0096	Driver	SEP BUILDING		LA METAL	Active		
100/04-33-022-27W4M	DALEMEAD			Compressor Building			Inactive		
100/14-16-022-27W4M	DALEMEAD			Meter/line htr Building		Rushon	Inactive		
100/14-16-022-27W4M	DALEMEAD			SEPERATOR BUILDING		MAKLOC	Inactive		
100/06-15-020-27W4M	GLADYS	SKID0299		FLARE STACK		N/A	Active		
100/06-15-020-27W4M	GLADYS			FLARE STACK			Active		
100/06-15-020-27W4M	GLADYS			FLARE STACK			Inactive		
100/06-15-020-27W4M	GLADYS	SKID0252		LINE HEATER BLDG (well)		ALMAC	Active		
100/06-15-020-27W4M	GLADYS	SKID0251		SEPERATOR BLDG (well)		KT METAL	Active		
100/06-15-020-27W4M	GLADYS	SKID0310		DEHY BUILDING		ALMAC	Active		
100/06-15-020-27W4M	GLADYS			COMPRESSOR BLDG (sweet)	053B2	BIDELL EQUIPMENT	Active		
100/06-15-020-27W4M	GLADYS			SCRUBBER BLDG (1st st white)		ALMAC	Active		
100/06-15-020-27W4M	GLADYS			COMPRESSOR BLDG (white compressor)		ALMAC	Active		
100/06-15-020-27W4M	GLADYS	7438014473		AIR COMPRESSOR BLDG		TERRA NOVA	Active		
100/06-15-020-27W4M	GLADYS			MCC BLDG			Active		
100/06-15-020-27W4M	GLADYS			BOILER BLDG		LA METAL	Inactive		
100/06-15-020-27W4M	GLADYS	SKID0255		TREATER BLDG (vertical)			Active		
100/06-15-020-27W4M	GLADYS	SKID0254		TREATER BLDG (horizontal)			Active		
100/06-15-020-27W4M	GLADYS			COMP BLDG (sour booster)			Inactive		
100/06-15-020-27W4M	GLADYS			SEPERATOR BLDG (inlet sour sep)			Inactive		
100/06-15-020-27W4M	GLADYS	SKID0074		PUMP BLDG (H2O Inlet)			Active		
100/06-04-016-27W4M	HIGH RIVER	SKID0296		SEPARATOR BUILDING		LA METAL	Active		
100/06-04-016-27W4M	HIGH RIVER	SKID0294		SEPARATOR BUILDING		CHAD CO. CANADA	Active		
100/06-04-016-27W4M	HIGH RIVER	SKID0293		COMPRESSOR BUILDING		RONICO	Active		
100/06-04-016-27W4M	HIGH RIVER	97-1049		FLARE STACK		TORNADO	Active		

MFCRP - Miscellaneous Equipment									
Site Name	Budget Area Name	Serial #	Type	Common Name	Model Name	Manufacturer	Status	Market Value	
100/06-04-016-27W4M	HIGH RIVER	99-0709		FKO		TORNADO	Active		
100/06-04-016-27W4M	HIGH RIVER			FLARE STACK			INACTIVE		
100/02-04-017-29W4M	HIGH RIVER			COMPRESSOR BLDG		WESTERN BLDG	Active		
100/02-04-017-29W4M	HIGH RIVER			FKOD BLDG		R POLLITT	Active		
100/02-04-017-29W4M	HIGH RIVER			FLARE STACK			Active		
100/02-04-017-29W4M	HIGH RIVER			40' C CAN			Active		
100/02-20-017-29W4M	HIGH RIVER			COMPRESSOR SKID		WASEA BLDG	INACTIVE		
100/02-20-017-29W4M	HIGH RIVER			SEPARATOR SKID		LA METAL	Active		
100/02-20-017-29W4M	HIGH RIVER			GENERATOR		KOHLER POWER SYSTEM	INACTIVE		
100/02-20-017-29W4M	HIGH RIVER			GENERATOR SKID		BIG FOOT METAL SYSTEMS	INACTIVE		
100/02-20-017-29W4M	HIGH RIVER	SKID 0242		FKOD SKID		R POLLITT	INACTIVE		
100/02-20-017-29W4M	HIGH RIVER			FLARE STACK		TORNADO	INACTIVE		
100/02-34-018-29W4M	HIGH RIVER	#71-C0317		DOWNHOLE PUMP			Active		
100/03-05-017-27W4M	HIGH RIVER	UNIT # 8047		SCADA			Active		
100/03-05-017-27W4M	HIGH RIVER			40' C CAN OFF/MCC			Active		
100/03-05-017-27W4M	HIGH RIVER	SKID6504		ESD BUILDING			Active		
100/03-05-017-27W4M	HIGH RIVER	SKID2041		F/G SEP BUILDING			Active		
100/03-05-017-27W4M	HIGH RIVER			FLARE STACK		SWATECH	Active		
100/10-32-017-29W4M	HIGH RIVER	01.603VS		SEPARATOR SKID		WARWICK	Active		
100/10-32-017-29W4M	HIGH RIVER			COMPRESSOR SKID		BRAHAMA	INACTIVE		
100/11-15-018-29W4M	HIGH RIVER	SKID 0169		COMPRESSOR BLDG			Active		
100/11-15-018-29W4M	HIGH RIVER	N/A		FLARE STACK		TORNADO	Active		
100/11-15-018-29W4M	HIGH RIVER	SS81647		TOOL SHED		C&V PORTABLE	Active		
100/11-15-018-29W4M	HIGH RIVER	OT/12301007678	Office Building	OFFICE		QA STRUCTURES	Active		
100/11-15-018-29W4M	HIGH RIVER			20' C CAN			Active		
100/11-15-018-29W4M	HIGH RIVER			20' C CAN			Active		
100/11-15-018-29W4M	HIGH RIVER			STORAGE SHED			Active		
100/11-15-018-29W4M	HIGH RIVER			FKO BUILDING		R POLLUT	Active		
100/11-15-018-29W4M	HIGH RIVER	SKID 0170		COMPRESSOR BLDG		RONACO	Active		
100/11-31-016-28W4M	HIGH RIVER			MCC BLDG		RONACO	Active		
100/11-31-016-28W4M	HIGH RIVER			COMPRESSOR BLDG		MAXLOC BLDG	Active		
100/11-31-016-28W4M	HIGH RIVER	SKID 0072		FKOD BLDG		R POLLUT	Active		
100/11-31-016-28W4M	HIGH RIVER			FLARE STACK		TORNADO	Active		
100/11-31-016-28W4M	HIGH RIVER			COMPRESSOR BLDG		WARWICK	INACTIVE		
100/14-30-016-28W4M	HIGH RIVER			COMPRESSOR BUILDING			Inactive		
100/03-12-016-21W4M	LONG COULEE			SEPARATOR BUILDING			Inactive		
100/03-12-016-21W4M	LONG COULEE	PRLPKG0555		FLARE STACK		ORBAN	Inactive		
100/04-01-017-23W4M	LONG COULEE			SEPARATOR SKID		TORNADO	Inactive		
100/04-01-017-23W4M	LONG COULEE			LINE HEATER/SEPARATOR BUILDING		Stettler Oil & Gas	Inactive		
100/06-08-016-21W4M	LONG COULEE	SKID0287		COMPRESSOR BUILDING		BIG FOOT METAL SYSTEMS	Inactive		
100/06-08-016-21W4M	LONG COULEE	BE01-09		MCC SKID		BIDELL EQUIPMENT	Inactive		
100/16-04-016-23W4M	LONG COULEE			OFFICE SKID		WARWICK	Inactive		
100/16-04-016-23W4M	LONG COULEE			COMPRESSOR SKID		ARCTICOR6	Inactive		
100/16-04-016-23W4M	LONG COULEE			COMPRESSOR SKID		TORMOUNT	Inactive		
100/16-04-016-23W4M	LONG COULEE			METER SKID			Inactive		
100/16-04-016-23W4M	LONG COULEE			FLARE STACK		WARWICK	Inactive		
100/13-25-019-29W4M	Tongue Creek	266					Inactive		
100/01-02-018-22W4M	QUEENSTOWN	OT12300508786		OFFICE TRAILER	W062857	Airtach	Active		
100/01-02-018-22W4M	QUEENSTOWN			MCC SKID		Quality Assured	Active		
100/01-02-018-22W4M	QUEENSTOWN			SEPARATOR SKID		Shettler King	Active		
100/01-02-018-22W4M	QUEENSTOWN			COMPRESSOR SKID		Stettler Oil & Gas	Active		
100/01-02-018-22W4M	QUEENSTOWN			COMPRESSOR SKID		L A Metal	Active		
100/01-02-018-22W4M	QUEENSTOWN			COMPRESSOR SKID		Terra Nova	Active		

MFCRP - Miscellaneous Equipment

Site Name	Budget Area Name	Serial #	Type	Common Name	Model Name	Manufacturer	Status	Market Value
100/01-02-018-22W4M	QUEENSTOWN			SEPERATOR SKID		Stettler Oil & Gas	Active	
100/01-02-018-22W4M	QUEENSTOWN			SEPERATOR SKID			Active	
100/01-02-018-22W4M	QUEENSTOWN			REFRIG SKID		LA Metal	Active	
100/01-02-018-22W4M	QUEENSTOWN			FLARE STACK			Active	
100/01-02-018-22W4M	QUEENSTOWN			PROCESS SKID		Almac	Active	
100/01-02-018-22W4M	QUEENSTOWN			METER SKID		Metalex	Active	
100/01-02-018-22W4M	QUEENSTOWN			SEPERATOR SKID			Active	
100/01-02-018-22W4M	QUEENSTOWN			SCADA			Active	
100/12-30-017-21W4M	QUEENSTOWN	UNIT # 8752		SEPERATOR SKID		LA METAL	Inactive	
100/12-30-017-21W4M	QUEENSTOWN			SEPERATOR SKID			Active	
100/12-09-019-22W4M	SHOULDICE			COMPRESSOR SKID		WASEA	Inactive	
100/12-09-019-22W4M	SHOULDICE			SEPERATOR SKID			Inactive	
100/16-16-018-24W4M	SHOULDICE	031148-152		Delhy		Propak	Active	
100/16-16-018-24W4M	SHOULDICE	SWT0406		FLARE STACK		Swatech Industries	Active	
100/16-16-018-24W4M	SHOULDICE			Spare Flare Stack			Inactive	

TAB

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SET-OFF AGREEMENT

THIS AGREEMENT made effective as of the 29th day of December, 2015 (the "Effective Date"),
BETWEEN:

MFC ENERGY FINANCE INC., a corporation organized under the laws of British Columbia with an office at 400 Burrard Street, Suite 1860, Vancouver, British Columbia V6C 3A6

("MFCEF")

AND:

MFC RESOURCE PARTNERSHIP, a general partnership organized under the laws of British Columbia with an office at 1035 7th Avenue SW, Suite 400, Calgary, Alberta, T2P 3E9

("MFCRP")

WITNESSES THAT WHEREAS:

- A. As of the date hereof, MFCEF is indebted to MFCRP in the aggregate amount of \$24,520,781 (the "MFCEF Indebtedness") for the payment of the purchase price owing by MFCEF to MFCRP pursuant to each of a share purchase agreement between MFCEF and MFCRP dated of even date herewith and an assignment agreement of even date herewith (collectively, the "Purchase Price");
- B. As of the date hereof, MFCRP is indebted to MFCEF in the aggregate amount of \$37,570,500, (the "MFCRP Indebtedness") pursuant to a non-interest bearing demand promissory note issued to 1041189 B.C. Ltd. (now MFCEF) by MFCRP dated June 30, 2015 (the "MFCRP Note"); and
- C. MFCEF and MFCRP wish to enter into this Agreement to effect and acknowledge a set-off of the MFCEF Indebtedness against the MFCRP Indebtedness, which will result in the full repayment, satisfaction and discharge of the MFCEF Indebtedness and the set-off of a portion of the MFCRP Indebtedness against the MFCEF Indebtedness.

NOW THEREFORE the parties hereto acknowledge, declare, covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.2 Gender and Number

Words imparting the singular number include the plural and vice-versa and words imparting gender include the masculine, feminine and gender neutral as the context requires.

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1.3 Currency

All references to amounts of money mean lawful currency of Canada.

1.4 Amendment

No amendment of any provision of this Agreement shall be effective unless the same is in writing and signed by each party hereto.

**ARTICLE 2
SET-OFF OF INDEBTEDNESS**

2.1 Set-off

MFCEF and MFCRP each covenant and agree that, the MFCEF Indebtedness is hereby set-off in full against the MFCRP Indebtedness, and that the MFCRP Indebtedness is hereby set-off in part against the MFCEF Indebtedness, and as a result thereof, the balance of MFCRP's indebtedness to MFCEF pursuant to the MFCRP Indebtedness is the aggregate principal amount of \$13,049,719 (the "Remaining MFCRP Indebtedness"). MFCEF and MFCRP hereby agree that as a result of the set-off set out in this Section 2.1: (a) the Purchase Price is hereby deemed satisfied and paid in full; and (b) MFCEF will surrender the MFCRP Note for cancellation and against delivery thereof MFCRP shall issue and deliver to MFCEF a non-interest bearing promissory note in the principal amount of the Remaining MFCRP Indebtedness (\$13,049,719) in favour of MFCEF (the "Reduced MFCRP Note").

2.2 MFCEF Acknowledgement of Payment

MFCEF irrevocably acknowledges and agrees that, as a result of the set-off set out in Section 2.1 hereto, as of the Effective Date, the MFCRP Indebtedness is hereby irrevocably reduced to the Remaining MFCRP Indebtedness.

2.3 MFCRP Acknowledgement of Payment

MFCRP irrevocably acknowledges and agrees that, as a result of the set-off set out in Section 2.1 hereto, as of the Effective Date, the MFCEF Indebtedness is hereby satisfied and paid in full, and the Purchase Price is hereby deemed satisfied and paid in full.

2.4 MFCEF Representations, Warranties and Covenants

MFCEF covenants, represents and warrants to MFCRP as follows:

- (a) this Agreement has been duly executed and delivered by MFCEF and constitutes valid and binding obligations enforceable against MFCEF in accordance with its terms; and
- (b) MFCEF shall execute and deliver all such documents and do all such acts and things as in the opinion of MFCRP, acting reasonably, may be necessary or desirable in connection with this Agreement.

2.5 MFCRP Covenants, Representations and Warranties

MFCRP covenants, represents and warrants to MFCEF as follows:

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- (a) this Agreement has been duly executed and delivered by MFCRP and constitutes valid and binding obligations enforceable against MIL in accordance with its terms; and
- (b) MFCRP shall execute and deliver all such documents and do all such acts and things, as in the opinion of MFCEP, acting reasonably, may be necessary or desirable in connection with this Agreement.

ARTICLE 3 MISCELLANEOUS

3.1 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and shall be treated in all respects as a British Columbia contract without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The parties hereto irrevocably submit and attorn to the exclusive jurisdiction of any court of competent jurisdiction sitting in Vancouver, British Columbia in any action or proceeding arising out of or relating to this Agreement.

3.2 Successors and Assigns/Enurement

This Agreement shall become effective when it is executed by the parties and thereafter shall be binding upon and enure to the benefit of the parties hereto and their successors and assigns.

3.3 Further Assurances

Each party agrees that it will execute all documents and do all acts and things as the other party may reasonably request and as may be lawful and within its respective power to do, to carry out and/or implement the provisions or intent of this Agreement including all acts and things as may be necessary or desirable to more fully effect or complete the assignment or transfer of any right or interest hereunder.

3.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, among the parties with respect to the subject matter of this Agreement except as specifically set out herein.

3.5 No Third-party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

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3.6 Counterparts and Facsimile

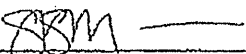
This Agreement may be executed in several counterparts and evidenced by a facsimile copy of an original execution page bearing the signature of each party hereto, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

[Signature page to follow.]

- 5 -

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the date first above written,

MFC ENERGY FINANCE INC.



Authorized Signatory

MFC RESOURCE PARTNERSHIP, by its
authorized signatories for and on behalf of its
Management Committee

By: _____
Michael Smith
Member of Management Committee

By: _____
Rob Jennings
Member of Management Committee

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- 5 -

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the date first above written.

MPC ENERGY FINANCE INC.

Authorized Signatory

MPC RESOURCE PARTNERSHIP, by its
authorized signatories for and on behalf of its
Management Committee

By: _____
Michael Smith
Member of Management Committee

By: _____
Rob Jennings
Member of Management Committee

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- 5 -

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the date first above written.

MFC ENERGY FINANCE INC.

Authorized Signatory

MFC RESOURCE PARTNERSHIP, by its
authorized signatories for and on behalf of its
Management Committee

By: _____
Michael Smith
Member of Management Committee

By: _____
Rob Jonnings
Member of Management Committee

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