

COURT FILE NUMBER

1701-03460

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ALBERTA ENERGY REGULATOR

DEFENDANT

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

DOCUMENT

APPROVAL AND VESTING ORDER
(Sale by Receiver)

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

Dated this 27 day of November

[Signature]
for Clerk of the Court

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Robyn Gurofsky
Borden Ladner Gervais LLP
1900, 520 3 Avenue SW
Calgary, AB T2P 0R3
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Facsimile: (403) 266-1395
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File No.: 547730-000021

DATE ON WHICH ORDER WAS PRONOUNCED: November 27, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

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

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

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

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

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTIONS

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

AREA DEDICATION PLAN

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

VESTING OF PROPERTY

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

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

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

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

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

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

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

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

[8] For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale,

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

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

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

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

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

SEALING ORDER

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

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

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

MISCELLANEOUS MATTERS

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

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

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

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



J.C.Q.B.A.

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

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

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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

RECITALS

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

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

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

THE RECEIVER CERTIFIES the following:

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

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

Per; _____

Name:

Title:

SCHEDULE "B"**Purchased Assets**

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

SCHEDULE "C"

Encumbrances – Not Permitted

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

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

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

SCHEDULE "D"**Permitted Encumbrances, Caveats, Easements and Restrictive Covenants****CAVEATS - EASEMENTS**

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

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

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

SURFACE LEASE CAVEATS

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

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

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

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

SURFACE RIGHTS BOARD ORDERS - EASEMENTS

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

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

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

UTILITY-RIGHT-OF-WAYS – EASEMENTS

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

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

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

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

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

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

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

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