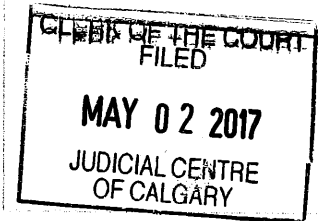


Clerk's Stamp



COURT FILE NUMBER	1701-03460
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT/RESPONDENT	ALBERTA ENERGY REGULATOR
RESPONDENT/APPLICANT	LEXIN RESOURCES LTD.
DOCUMENT	AFFIDAVIT
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	GROIA & COMPANY Professional Corporation ■ Lawyers 365 Bay Street, Suite 1100 Toronto, Ontario M5H 2V1 Fax: 416-203-9231 Joseph Groia Tel: 416-203-4472 Bonnie Roberts Jones Tel: 416-203-4476

AFFIDAVIT OF MICHAEL SMITH

Sworn on May 2, 2017

I, Michael Smith, businessman, c/o Unit 803, 8/F, Dina House, Ruttonjee Centre, 11 Duddell Street, Central, in Hong Kong Special Administrative Region, China, MAKE OATH and SAY AS FOLLOWS:

1. I am a director of Lexin Resources Ltd. (“Lexin” or the “Applicant”) in these proceedings and as such I have personal knowledge of the facts and matters hereafter deposed to save and except where the same are stated to be made on information and belief and where so stated I verily believe that to be true.

Corporate Structure of the Applicant and other Related Parties.

2. 0989 Resource Partnership (“0989 Resource”) is a partnership formed and registered under the laws of British Columbia.
3. Lexin is a partner of 0989 Resource. It is a company incorporated under the British Columbia *Business Corporations Act*. Lexin is extra-provincially registered in the Province of Alberta and is a Licensee under the *Oil and Gas Conservation Act* (“OGCA”) in relation to certain wells and pipelines and related infrastructure. 0989 Resource beneficially owns and Lexin is the licensed operator of natural gas and oil wells and related facilities in western Canada.
4. The other partner of 0989 Resource is 1051393 B.C. Ltd. (“105”), a corporation formed under the laws of the province of British Columbia.
5. Attached to my affidavit and marked as **Exhibits “A” – “C”** are British Columbia corporate registry searches for 0989 Resource, Lexin, and 105.
6. 0989 Resource is a limited partner of LR Processing Partnership (“LR Processing”), which is a limited partnership registered in Alberta. The general partner of LR Processing is LR Processing Ltd. (“LRP Ltd.”), a company incorporated in Alberta. Attached to my affidavit and marked as **Exhibits “D” and “E”** are Alberta corporate searches for LR

Processing and LRP Ltd.

7. On November 25, 2016, LR Processing and its general partner, LRP Ltd., were adjudged bankrupt. Attached to my affidavit and marked as **Exhibit “F”** is a copy of the bankruptcy Order, dated November 25, 2016. LR Processing and LRP Ltd. have appealed the bankruptcy Order.

Background and Summary of the “Dispute”

8. LR Processing wholly owns and operates the Mazeppa Gas Processing Plant (the “Plant”), a natural gas processing plant located in High River, Alberta. LRP Ltd. is the legal owner of the lands on which the Plant is located.
9. From June 2003 until in or around January 2014, LRP Ltd. was the Licensee of the Plant. In January 2014, LRP Ltd.’s license was improperly transferred to Lexin by the AER, as is particularized below. Prior to the transfer of the license, Lexin (or its predecessor) was the Licensee for certain wells and pipelines while LRP Ltd. was the Licensee for the Plant. This dual licensing structure had been in place for a number of years.
10. In 2013, representatives of the Alberta Energy Regulator (“AER”) approached LRP Ltd. and Lexin and demanded that they submit a license transfer application by which LRP Ltd. would transfer its license for the operation of the Plant to Lexin. The AER took the position that the dual licensing structure was no longer appropriate purportedly on the basis that there was common management and directors between LRP Ltd. and Lexin. The AER has never explained the basis for this position. To the best of my knowledge, the dual licensing structure continues to be in place for other oil and gas companies in

Alberta regulated by the AER.

11. The AER threatened to revoke the Plant's license completely if Lexin did not consent to the transfer of the license to Lexin. The AER advised that it was its policy not to allow multiple licensees in the same corporate group when other entities held licenses under the OGCA. This occurred despite the fact that Lexin was not a "working interest participant" in the Plant pursuant to the OGCA.
12. Lexin reluctantly, under protest and under the fear of threat from the AER, was coerced by the AER into submitting an application for a license transfer.
13. At the time the license transfer was forced upon Lexin by the AER, LRP Ltd. was the legal owner of the lands on which the Plant is located and LR Processing owned the Plant. At all relevant times and, in particular, at the time of the Lexin license transfer in January 2014, Lexin did not own any beneficial or legal undivided interest in the Plant.
14. Lexin has disputed its status as a licensee in relation to the Plant and the amount of its liability allegedly owing to the AER (the "Dispute"). Lexin has repeatedly advised the AER that the Liability Management Rating ("LMR") attributed to Lexin is incorrect and improper as it is based on the flawed treatment of Lexin as the licensee of the Plant.
15. Lexin has advised the AER that the Plant is owned by LR Processing, that LRP Ltd. holds title to the assets comprising the Plant on behalf LR Processing and has held title to the Plant continuously since 2003. Lexin has asked the AER to recognize LRP Ltd. as the lawful Licensee of the Plant under the OGCA and to correct the LMR rating to remove the \$26.8 million of liabilities incorrectly attributed to Lexin in connection with the Plant.

The AER has refused Lexin's requests without providing a meaningful explanation.

16. The AER's deeming of Lexin as the licensee of the Plant has also resulted in significant additional fees being charged by the AER, including AER administrative fees and Orphan Well Fund levies.
17. I am advised by Lexin's counsel who attended a meeting with the AER in August 2016, that at that meeting AER staff took the position that even if Lexin became fully compliant with all licensing requirements, it could not operate the Plant as it was not an owner or a "working interest participant" in the Plant. This assertion was made by the AER while it simultaneously continued to assert that Lexin was the proper Licensee.
18. In 2016, Lexin advised the AER that the LMR being applied to Lexin was incorrect and that this was damaging its business and "severely crippling" its ability to operate its business and execute its business plans. The Dispute has materially adversely affected Lexin's operations, liquidity and access to capital.
19. As a result of the AER's garnishment orders and other actions stemming from the improper treatment of Lexin as the Licensee of the Plant, Lexin has had cash flow difficulties and has been unable to pay its creditors and comply with the AER notices, directions and orders.
20. Lexin raised its concerns with respect to the Dispute with the AER on a number of occasions, particularly in written correspondence by letters of July 12, 2016, August 2, 10 and 15, 2016, September 21, 2016, December 2, 2016 and January 31, 2017, copies of which are attached to my affidavit and marked as **Exhibits "G" – "M"**.

21. Lexin received responses from the AER on August 10, 2016 and September 7, 2016, copies of which are attached to my affidavit and marked as **Exhibits “N” – “O”**.

Lexin’s Proposal to the AER

22. On December 2, 2016, Lexin made a proposal to the AER that it believed would be in the best interests of the AER, the general public and Lexin. Copies of those correspondences are attached as Exhibit “L” to my affidavit.

23. The December 2, 2016 proposal contained 3 main components:

- (a) The AER issue abandonment orders with respect to Lexin’s sour gas wells;
- (b) The AER release the garnishment orders issued with distribution of funds received from counterparties being split 70% to the AER on account of Lexin’s liabilities and 30% to Lexin; and
- (c) Lexin be permitted to restart production on shut-in wells and distribute funds from such restarted production on the basis of 70% to the AER on account of Lexin’s liabilities and 30% to Lexin.

24. On January 31, 2017, Lexin delivered a letter to the AER following up on the proposal set out in its December 2, 2016 letter. Lexin advised in this letter that because of the Dispute and the AER’s actions, it was “not sure that [it] will be able to continue to provide proper health and safety overview and measures for the sour wells, particularly beyond February 15, 2017.” Lexin expressed its concern that the situation created serious health and safety

risks for all concerned. A copy of that letter is found at Exhibit “M”.

25. On February 6, 2017, the AER responded to Lexin and rejected the proposals set out in the December 2, 2016 and January 31, 2017 letters. Instead, the AER has decided to take steps which have destroyed Lexin’s ability to continue operating as a viable business. A copy of the February 6, 2017 letter is attached to my affidavit and marked as **Exhibit “P”**.

26. In connection with the Dispute, the AER has issued of a number of notices and orders against Lexin and its directors and officers, including, but not limited to, notices of garnishment in respect of Lexin’s purported debt to the AER which have been delivered to Lexin’s commercial counterparties, and a Closure Order issued February 14, 2017 suspending activities at all of Lexin’s operational well, facility and pipeline licenses. Attached hereto and marked as **Exhibits “Q” and “R”** are copies of the notices of garnishment and Closure Order.

The AER’s “Declaration” against Lexin’s Officers and Directors

27. In addition to the various notices, orders and directions issued against Lexin, on January 19, 2017, the AER issued Declarations pursuant to s. 106 of the OGCA naming myself, Ms. Cezek and Mr. Jennings as persons in control of Lexin as a “licensee” that has failed to comply with certain AER Orders (the “Declarations”). The AER provided no reasons for its decision. The Declarations were issued despite Lexin’s prior requests for information in relation to the AER’s intention to issue the Declarations, including a breakdown of the fees and penalties allegedly owing by Lexin to the AER. The AER

provided no evidence upon which it relied in making the Declarations and did not hold a hearing despite Lexin's request. A copy of the Declarations are attached to my affidavit and marked as **Exhibit "S"**.

28. On February 14, 2017, Mr. Jennings and myself made requests for a regulatory appeal of the AER decision to issue the Declarations and brought an originating application for judicial review of the AER decision to issue the Declarations, as did Lexin for review of the AER decision to issue the Declarations against Ms. Cezek. These appeals and applications for judicial review remain outstanding.

AER obtains a Receivership Order against Lexin

29. On March 10, 2017, the AER issued a Statement of Claim, Court File Number 1701-03460, seeking the appointment of a receiver, a declaration of a lien, and a judgment in the total amount of \$1,275,773.59 against Lexin. The AER filed an Amended Statement of Claim on March 13, 2017. A copy of the Amended Statement of Claim is attached to my affidavit and marked as **Exhibit "T"**.

30. On March 13, 2017, the AER brought a receivership application against Lexin (the "Receivership Application"). On March 20, 2017, the Court of Queen's Bench granted the receivership order (the "Receivership Order") and appointed Grant Thornton Limited ("Grant Thornton") to act as Receiver in respect of Lexin's "Property." Property is defined at paragraph 2 of the Receivership Order to include: "all of Lexin's current and future assets, undertakings and properties of every nature and kind whatsoever, including all proceeds thereof, provided that the appointment of the Receiver shall not include any

oil or gas wells, pipelines or facilities located outside the Province of Alberta or regulated by an entity other than the AER.” A copy of the Receivership Order is attached to my affidavit and marked as **Exhibit “U”**.

31. Lexin has brought an application seeking leave to appeal the Receivership Order which application is scheduled to be heard by the Court of Appeal on May 16, 2017.

32. I am advised by counsel for Lexin that in the morning of March 20, 2017, Lexin provided an unfiled copy of its Statement of Defence and Counterclaim to counsel for the AER. A copy of the email to counsel attaching the pleadings is attached to my affidavit and marked as **Exhibit “V”**.

33. On March 20, 2017, Lexin filed and served its Statement of Defence in this action. Lexin now seeks leave to amend its Statement of Defence. A copy of the proposed Fresh as Amended Statement of Defence is attached to my affidavit and marked as **Exhibit “W”**.

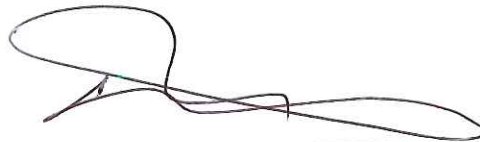
34. Lexin also brings this Application seeking this Court’s permission to allow Lexin to proceed with a Counterclaim against the AER based on the facts set out above. A copy of the proposed Counterclaim is attached to my affidavit and marked as **Exhibit “X”**.

35. If the stay of the proceeding is not lifted to allow Lexin to proceed with its Counterclaim, Lexin will suffer significant prejudice. In particular, Lexin will be unable to prosecute its claim against the AER and seek recovery of the damages inflicted upon it by the AER. In addition, Lexin’s remaining assets may be improperly dissipated through the receivership proceedings initiated by the AER.

36. I am not aware of any prejudice to the AER or the Receiver if the stay is lifted for the limited purpose of Lexin being permitted to amend its Statement of Defence and pursue its Counterclaim.

37. I make this affidavit in support of Lexin's Application seeking this Court's permission to allow Lexin to proceed with its counterclaim against the AER and for no other or improper purpose.

SWORN BEFORE ME at 7th Floor,)
in Ruttonjee House, 11 Duddell Street, Central,)
on 28 May 2017 Hong Kong)
Leung Yu Kew)
Leung Yu Kew)
A commissioner for taking oaths/notary)


MICHAEL SMITH

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR



2016324871042

This is Exhibit "A" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042





General Partnership Summary

For

0989 RESOURCE PARTNERSHIP

Date and Time of Search: April 24, 2017 02:34 PM Pacific Daylight Time
Currency Date: March 29, 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 BURRARD ST VANCOUVER BC V6C 3A6	1000 - 925 GEORGIA ST W VANCOUVER BC V6C 3L2

PARTNER INFORMATION

Individual or Company Name:	Incorporation or Registration Number:
MFC ENERGY CORPORATION	0989353

Residential Address:

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

Individual or Company Name:	Incorporation or Registration Number:
1051393 B.C. LTD.	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

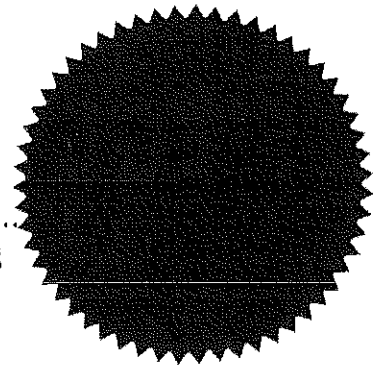
This is Exhibit "B" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017



LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042





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: April 24, 2017 01:48 PM Pacific Time

Currency Date: March 14, 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

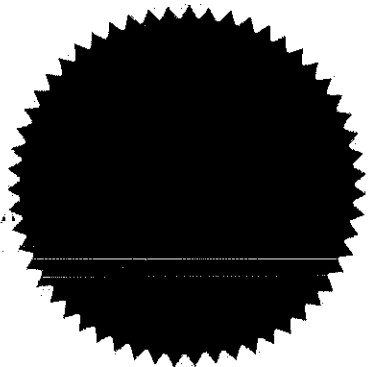
This is Exhibit "C" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042





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
1051393 B.C. LTD.

Date and Time of Search: April 24, 2017 01:45 PM Pacific Time
Currency Date: March 14, 2017

ACTIVE

Incorporation Number: BC1051393
Name of Company: 1051393 B.C. LTD.
Recognition Date and Time: Incorporated on October 07, 2015 11:49 AM Pacific Time In Liquidation: No
Last Annual Report Filed: October 07, 2016 Receiver: No

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:
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

NO OFFICER INFORMATION FILED AS AT October 07, 2016.

This is Exhibit "D" referred to in the
affidavit of Michael Smith
sworn before me, this

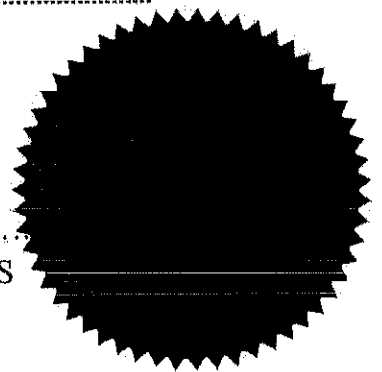
day of ² May 2017
Leung Yu Kew

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042



Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2017/04/24
Time of Search: 03:27 PM
Search provided by: ABBEY ROAD REGISTRIES

Service Request Number: 26918281
Customer Reference Number:

Corporate Access Number: 2010450340
Legal Entity Name: LR PROCESSING LTD.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
1045034 ALBERTA LTD.	2003/06/05
MPP LTD.	2016/07/15

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2003/05/02 YYYY/MM/DD

Registered Office:

Street: 1600, 333 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 2Z1

Records Address:

Street: 1600, 333 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 2Z1

Directors:

Last Name: SMITH

First Name: MICHAEL
Street/Box Number: SUITE 1860, 400 BURRARD STREET
City: VANCOUVER
Province: BRITISH COLUMBIA
Postal Code: V6C 3A6

Voting Shareholders:

Last Name: 0989 RESOURCE PARTNERSHIP
Street: 1035 - 7TH AVENUE SW, SUITE 400
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3E9
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE OF SHARE PROVISIONS.
Share Transfers Restrictions: NO SHARES OF THE CAPITAL OF THE CORPORATION SHALL BE TRANSFERRED WITHOUT THE EXPRESS CONSENT OF THE BOARD OF DIRECTORS, SIGNIFIED BY A RESOLUTION PASSED BY THE BOARD.
Min Number Of Directors: 1
Max Number Of Directors: 9
Business Restricted To: NONE.
Business Restricted From: NONE.
Other Provisions: SEE ATTACHED SCHEDULE OF OTHER PROVISIONS.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
LR PROCESSING PARTNERSHIP	LP10524692

Other Information:**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2016	2016/10/31

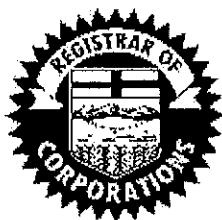
Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2003/05/02	Incorporate Alberta Corporation
2012/10/09	Change Address
2016/07/15	Name Change Alberta Corporation
2016/07/22	Change Director / Shareholder
2016/10/31	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2003/05/02
Other Rules or Provisions	ELECTRONIC	2003/05/02
Letter - For Legal Name Change	10000907116478076	2014/03/14
Letter - For Legal Name Change	10000507120616226	2016/07/22

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.



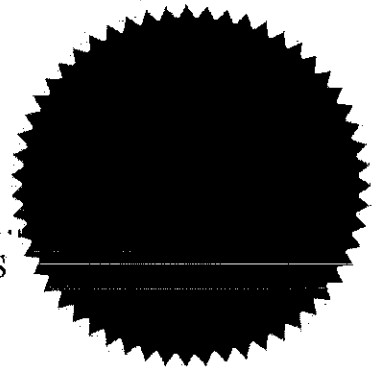
This is Exhibit "E" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

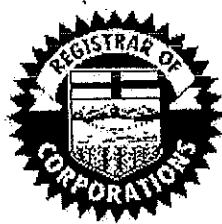
A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042



Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000899000217039	2003/06/16
Notice to Amend	10000903000427398	2004/08/24
Notice to Amend	10000103000427401	2004/08/24
Notice to Amend	10000007103173757	2009/04/30
Notice to Amend	10000007116478052	2013/10/08
Notice to Amend	10000707116478077	2014/03/31
Notice to Amend	10000107116478080	2014/04/22
Notice to Amend	10000407111675169	2014/08/18
Notice to Amend	10000207120616223	2016/07/15

Alberta Registries certifies that the information contained in this search is the most recent information filed in the Register of Corporations.



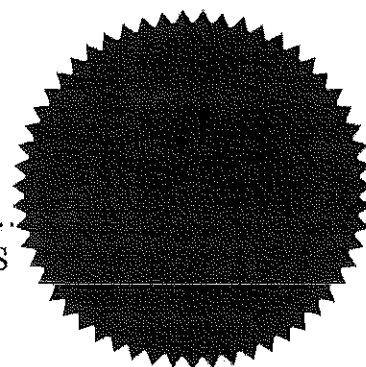
This is Exhibit "F" referred to in the
affidavit of Michael Smith
sworn before me, this
day of
May 2, 2017

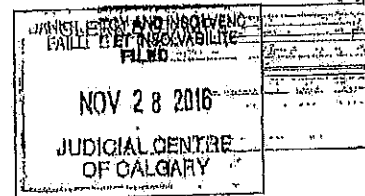
Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042





COURT FILE NUMBER: 25-094659
25-094662

COURT: COURT OF QUEEN'S BENCH OF ALBERTA IN
BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE: CALGARY

PROCEEDING: IN THE MATTER OF THE BANKRUPTCY OF
LR PROCESSING PARTNERSHIP AND LR
PROCESSING LTD.

DOCUMENT: BANKRUPTCY ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT Billington Barristers
1910 Elveden House
717 - 7th Avenue SW
Calgary, AB T2P 0Z3
Main: (403) 930-4100
Fax: (403) 930-4110
Richard N. Billington, Q.C.
Direct: (403) 930-4101
File: 16001-001

DATE ON WHICH THIS ORDER
WAS PRONOUNCED: November 25, 2016

LOCATION OF HEARING: Calgary, Alberta

NAME OF JUSTICE WHO MADE
THIS ORDER: Honourable Justice J. Strekaf

UPON THE APPLICATION FOR A BANKRUPTCY ORDER (Application) filed on
May 9, 2016 by Young EnergyServe Inc., a creditor of LR Processing Partnership

(formerly known as MFC Processing Partnership) and LR Processing Ltd. (formerly

~~known as MPP Ltd.) AND UPON reading the Amended Application and the Affidavits~~

~~and evidence provided by the parties, as listed in Schedule "A" to this Order; AND~~

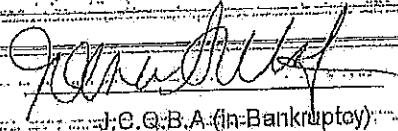
~~UPON READING the Affidavits of Service for the Application material; AND UPON~~

~~READING the Consent of MNP Ltd. to act as Trustee; AND UPON HEARING counsel~~

for the Applicant and for the Respondents at hearings held June 13, 2016, July 12, 2016, and July 15, 2016, and at the trial of an issue held November 22 and 23, 2016 as to the ability of the respondents to pay their debts; AND UPON IT APPEARING THAT MFC Processing Partnership changed its name to LR Processing Partnership on July 15, 2016 and that MPP Ltd. changed its name to LR Processing Ltd. on July 15, 2016; AND UPON IT APPEARING that LR Processing Partnership and LR Processing Ltd. and committed acts of bankruptcy by ceasing to meet their liabilities generally as they become due; AND UPON IT APPEARING that the respondents LR Processing Partnership and LR Processing Ltd. are not able to pay their debts; IT IS HEREBY ORDERED THAT: ..

1. The Superintendent of Bankruptcy is hereby directed to amend its records in estate numbers 25-094659 and 25-094662 to reflect the name change from MFC Processing Partnership to LR Processing Partnership and from MPP Ltd to LR Processing Ltd., and to amend all records as appropriate, *and the style of cause in these actions is amended accordingly.*
2. LR Processing Partnership, a limited partnership carrying on business in the City of Calgary and in the City of High River, in the Province of Alberta, be and is hereby adjudged bankrupt and a Bankruptcy Order is hereby made against LR Processing Partnership.
3. LR Processing Ltd., a corporation carrying on business in the City of Calgary, in the Province of Alberta, be and is hereby adjudged bankrupt and a Bankruptcy Order is hereby made against LR Processing Ltd.
4. MNP Ltd. is hereby appointed Trustee of the estate of LR Processing Partnership and the estate of LR Processing Ltd. (the Trustee).

5. The costs of the Applications are adjourned to be determined at a later date.


J. C. B. A. (in-Bankruptcy)

SCHEDULE "A"

Affidavits and Evidence

1. Affidavit of Guy Young, sworn May 6, 2016 and filed May 9, 2016;
2. Affidavit of Annette Starrett, sworn May 4, 2016, filed May 10, 2016;
3. Affidavit of Brad Keeley, sworn May 4, 2016, filed May 10, 2016;
4. Affidavit of Derek Polsfut, sworn May 4, 2016, filed May 10, 2016;
5. Affidavit of Jared Jamison, sworn May 4, 2016, filed May 10, 2016;
6. Affidavit of Ken Kielly, sworn May 4, 2016, filed May 10, 2016;
7. Affidavit of Martin Sorensen, sworn May 4, 2016, filed May 10, 2016;
8. Affidavit of Robert Welke, sworn May 4, 2016, filed May 10, 2016;
9. Affidavit of Scott Howe, sworn May 4, 2016, filed May 10, 2016;
10. Affidavit of Scott Mamchur, sworn May 4, 2016, filed May 10, 2016;
11. Affidavit of Steve Briggs, sworn May 4, 2016, filed May 10, 2016;
12. Affidavit of Paul Neunherz, sworn May 5, 2016, filed May 10, 2016;
13. Affidavit of Stacy Richter, sworn May 5, 2016, filed May 10, 2016;
14. Affidavit of Michael Young, sworn and filed May 17, 2016;
15. Affidavit of Tatsiana Okun, sworn and filed May 17, 2016;
16. Affidavit of Darryl Thom, sworn May 26, 2016, filed June 2, 2016;
17. Affidavit of Chad Varcoe, sworn June 1, 2016, filed June 2, 2016;
18. Affidavit of Jon Telehanic, sworn June 1, 2016, filed June 2, 2016;
19. Affidavit of Kathleen Marie Andrews, sworn June 1, 2016, filed June 2, 2016;
20. Affidavit of Mark Drossos, sworn June 1, 2016, filed June 2, 2016;
21. Affidavit of Kirk Hennel, sworn June 3, 2016, filed June 3, 2016;
22. Affidavit of Michael Smith, sworn and filed June 8, 2016;

23. Affidavit of Guy Young, sworn and filed June 9, 2016;

24. Affidavit of Kevin Richard, sworn June 10, 2016, filed June 13, 2016;

25. Affidavit of David Allan Wright, sworn and filed July 11, 2016;

26. Applicant's Estimate of Value of Security, signed July 13, 2016, filed July 17, 2016;

27. Affidavit of David Allan Wright, sworn July 13, 2016, filed July 14, 2016;

28. Affidavit of Michael Smith, sworn July 16, 2016, unfled;

29. Affidavit of Michael Smith, sworn September 29, 2016, filed October 3, 2016;

30. Affidavit of Ron Young, sworn September 29, 2016, filed September 30, 2016;

31. Affidavit of Michael Devonshire, sworn and filed October 17, 2016;

32. Transcript of the oral questioning of Michael John Smith, taken November 8, 2016, filed November 9, 2016;

33. Affidavit of Michael Smith, sworn and filed November 21, 2016.

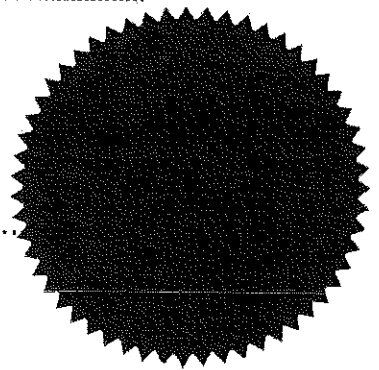
This is Exhibit "G" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042



LEXIN RESOURCES LTD.
400, 1035 - 7th Avenue SW
Calgary, Alberta T2P 3E9

July 12, 2016

VIA EMAIL AND COURIER

ALBERTA ENERGY REGULATOR
Suite 1000, 250-5th Street SW
Calgary, Alberta T2P 0R4

Attention: Kirk Bailey, Executive Vice President
Jill Macdonald, Vice President; Closure and Liability Branch

Dear Sirs / Madams:

Re: Lexin Resources Ltd. (the "Company")

We are in receipt of your letters dated May 13 and June 10, 2016, pursuant to which you demanded that the Company provide a security deposit of \$3,107,665.02 (the "Security Deposit") based on your liability management rating (the "LMR") assessment for the month of June 2016. As set forth below, we believe that the LMR calculated by the Alberta Energy Regulator (the "AER") for the Company is incorrect, is inconsistent with the requirements of the *Oil and Gas Conservation Act* (the "OGCA") and improperly and grossly overstates the Company's deemed liabilities.

A. Mazeppa Gas Plant

The Mazeppa Gas Plant (the "Plant"), located in High River Alberta, is owned by MFC Processing Partnership ("MFC Processing"), a limited partnership under the laws of Alberta, whose general partner is MPP Ltd., a corporation under the laws of Alberta. Until 2013, MPP Ltd. was the licensee of the Plant. In 2013, the AER improperly, unlawfully and arbitrarily made the Company the licensee of the Plant. In the Company's view, the AER's position was contrary to the OGCA, which requires an entity be a "working interest participant" in a facility in order to qualify to as its licensee and inconsistent with the AER's past practices when it properly recognized MPP Ltd., being a corporation and the general partner of MFC Processing, as the proper licensee of the Plant.

The Company is not a working interest participant in the Plant and simply holds an indirect limited partnership interest in the Plant. The OGCA defines a "working interest participant" as "a person who owns a beneficial or legal undivided interest in a well or facility under agreements that pertain to the ownership of that well or facility". Section 17(1) of the OGCA states clearly that: "No person shall apply for or hold a licence for a facility unless that person is a working interest participant."

July 12, 2016

Page 2 of 3

As you are aware, a limited partner does not have independent ownership rights in the property of a limited partnership. The Company was not in 2013, nor is it currently, a qualified licensee under the OGCA in respect of the Plant because it does not own a beneficial or legal interest under the ownership agreements pertaining to the Plant.

The AER's position that the Company is a licensee of the Plant is not supported by the clear wording of the OGCA or its past practices and the proper licensee of the Plant should have remained, at all relevant times, MPP Ltd. As a result, the current LMR for the Company includes \$26.8 million in deemed liabilities that are incorrectly and unlawfully attributed to the Company.

Taking into account the incorrect overstatement described above and without taking into consideration the Company's previously submitted appeals respecting non-existent facilities (the "Facility Appeals"), as of the date of the AER's demand for the Security Deposit, the Company's deemed assets exceeded its deemed liabilities by about \$24.0 million and, in fact, its LMR was well above 1.0 at such time. Accordingly, no Security Deposit should have been demanded by the AER.

B. Current LMR

On July 2, 2016, subsequent to the AER's request for the Security Deposit, the AER published its updated monthly LMR for the Company, which incorporated adjustments as a result of the Facility Appeals and indicates that the Company's current LMR is 1.03. Accordingly, no Security Deposit is payable by the Company at this time.

C. Conclusion

As you are aware, the incorrect LMR calculation has and continues to damage the Company's business and is severely crippling to its ability to operate its business and execute its business plans, including negatively impacting the Company's ability to complete transactions in order to enhance its liquidity and ability to continue to operate as a going concern. The Company requires that the AER:

1. correct the Company's LMR and issue a new assessment correcting the Company's liability management rating to remove the \$24.0 million in incorrectly attributed liabilities identified above; and
2. retract its demand for the Security Deposit given that the Company's LMR is, and has always been, above 1.0.

July 12, 2016
Page 3 of 3

While the Company has and will strive to work cooperatively with you to find satisfactory solutions to the ongoing severe market conditions facing the industry, it stresses the urgency of this matter and asks that you confirm the above actions on or before 5:00 p.m. on July 19, 2016.

Sincerely,

LEXIN RESOURCES LTD.

A handwritten signature in black ink, appearing to read 'Michael Smith', with a stylized flourish at the end.

Michael Smith
Director

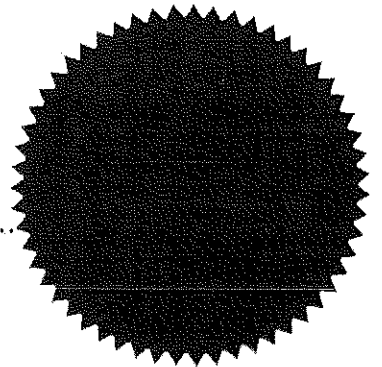
This is Exhibit "H" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042



LEXIN RESOURCES LTD.
300-1207 11th Avenue SW
Calgary, Alberta T3C 0M5

August 2, 2016

VIA EMAIL AND COURIER

ALBERTA ENERGY REGULATOR
Suite 1000, 250-5th Street SW
Calgary, Alberta T2P 0R4

Attention: Kirk Bailey, Executive Vice President
Kevan Van Velzen, Acting Vice President, Closure and Liability Branch

Dear Sirs / Madams:

Re: Lexin Resources Ltd. ("Lexin")

We are in receipt of your letter dated July 21, 2016. In response thereto, and in furtherance of Lexin's prior request dated July 12, 2016 to the Alberta Energy Regulator (the "AER") to adjust Lexin's liability management rating to reflect that the proper licensee of the Mazeppa Gas Plant (the "Plant"), located in High River Alberta, is LR Processing Ltd. (formerly called MPP Ltd.) (the "General Partner"), Lexin advises:

1. The Plant is owned by LR Processing Partnership (formerly called MFC Processing Partnership and Mazeppa Processing Partnership) (the "Limited Partnership").
2. The General Partner holds title to the assets comprising the Plant on behalf of the Limited Partnership and has held title to the Plant continuously since 2003.
 - Please find enclosed herewith, for your reference, a copy of the title document underlying the Plant, confirming that the fee simple owner of the Plant is the General Partner.
3. The Limited Partnership is a limited partnership under the laws of Alberta and was initially formed on June 16, 2003. Please find enclosed herewith, for your reference:
 - a copy of the limited partnership certificate (the "LP Certificate") of the Limited Partnership dated June 16, 2003, which was filed with the Alberta Registrar of Corporations (the "Alberta Registrar"); and
 - the results of a Trade Name / Partnership search dated August 2, 2016, which evidences the Limited Partnership's status as a limited partnership in Alberta.

August 2, 2016
Page 2 of 4

4. As set forth in the LP Certificate, the general partner of the Limited Partnership is and has been the General Partner. Please find enclosed for your reference:
 - a copy of the certificate of incorporation for the General Partner dated May 2, 2003;
and
 - a copy of the certificate of name change of the General Partner to its current name dated July 15, 2016.
5. The following is a chronology of the ownership of limited partnership units of the Limited Partnership, since its inception:
 - a. *June 16, 2003* - As set out in the LP Certificate, on formation of the Limited Partnership, the sole initial limited partner of the Limited Partnership was 1051940 Alberta Ltd. ("105"), a corporation organized under the laws of Alberta;
 - b. *August 18, 2004* - In connection with a third party financing arrangement, 105's limited partnership interest was redeemed and Enstar Midstream Services Ltd. ("Enstar Midstream"), became the sole limited partner of the Limited Partnership;
 - Please find enclosed herewith, for your reference, a copy of an amendment to the LP Certificate dated August 18, 2004, which was filed with the Alberta Registrar and evidences the foregoing change of limited partner;
 - c. *April 30, 2009* - Enstar Midstream Mazeppa Ltd. ("Enstar Midstream Mazeppa") acquired all of the limited partnership interests of the Limited Partnership held by Enstar Midstream and became the sole limited partner of the Limited Partnership;
 - Please find enclosed herewith, for your reference, a copy of an amendment to the LP Certificate dated April 30, 2009, which was filed with the Alberta Registrar in connection with the foregoing transfer; and
 - d. *October 7, 2013* - Enstar Midstream Mazeppa transferred all of its limited partnership interests in the Limited Partnership to 0989 Resource Partnership (formerly called Compton Resource Partnership and MPC Resource Partnership) ("0989"), which became the sole limited partner of the Limited Partnership;
 - Please find enclosed herewith, for your reference, a copy of an amendment to the LP Certificate dated October 7, 2013, which was filed with the Alberta Registrar, evidencing the foregoing transfer.
6. From the date of establishment of the Limited Partnership in 2003 until 2013, the General Partner (i.e. LR Processing Ltd., formerly called MPP Ltd.) of the Limited Partnership was the licensee of the Plant. However, in 2013, the AER improperly made Lexin the licensee.

August 2, 2016
Page 3 of 4

7. The change of licensee of the Plant from the General Partner to Lexin referenced above was contrary to the *Oil and Gas Conservation Act* (the "Act") and unlawful as Section 17(1) of the Act provides that a licensee must be a "working interest participant", which the Act defines as "a person who owns a beneficial or legal undivided interest in a facility under agreements that pertain to the ownership of" that facility.
8. There are no ownership, "working interest" or other agreements under which Lexin has an undivided beneficial or legal ownership of the Plant. Further, as a matter of applicable law, a limited partner does not have independent ownership rights in the property of a limited partnership.
9. Based on a review of the ABR's list of licensees, it appears that other general partners of limited partnerships are the licensees of facilities, even when the holders of their direct or indirect limited partnership interests are licensees of other assets.

Since acquiring its limited partnership interest on October 7, 2013, 0989 has only been a limited partner of the Limited Partnership. Further, neither Lexin nor 0989 owns an undivided legal or beneficial interest in the Plant, including the land on which it is situated.

Accordingly, Lexin submits that it was not in 2013, nor can it currently be held to be a licensee under the Act in respect of the Plant. Lexin further submits that the proper licensee has and should have remained, at all relevant times, the General Partner.

Based on the foregoing, Lexin reiterates its request that the ABR immediately:

1. recognize the General Partner as the lawful licensee of the Plant under the Act; and
2. correct Lexin's liability management rating to remove the \$26.8 million of liabilities incorrectly attributed to Lexin in connection with the Plant.

As you will appreciate, this matter is extremely urgent. The incorrect liability management rating is:

- damaging to Lexin's business and limits its ability to operate its business and execute its business plans;
- severely limits Lexin's ability to complete transactions in order to enhance its liquidity; and
- materially and negatively impacts and threatens Lexin's ability to continue to operate as a going concern.

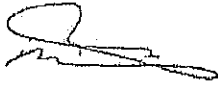
Accordingly, Lexin asks that you confirm the above actions on or before 5:00 p.m. on August 9, 2016.

August 2, 2016
Page 4 of 4

We trust the foregoing to be in order and look forward to hearing from you.

Sincerely,

LEXIN RESOURCES LTD.

A handwritten signature in black ink, appearing to read "Michael Smith", with a stylized flourish extending from the end.

Michael Smith
Director



LAND TITLE CERTIFICATE

S
LINE SHORT LEGAL
0013 570 438 4/28/12/35/68

TITLE NUMBER
031 312 242 +1

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

ESTATE: FFM SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF FOOTHILLS NO. 31

REFERENCE NUMBER: 011 097 460 +1

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

OWNERS

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

{DATA UPDATED BY: CHANGE OF ADDRESS 151290823}

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
961 307 287	20/12/1996	CAVEAT RE ; RIGHT OF WAY AGREEMENT , ETC. CAVEATOR - MPF LTD. 400, 1035 - 7 AVE SW CALGARY ALBERTA T2P3E9 {DATA UPDATED BY: TRANSFER OF CAVEAT 001068706} {DATA UPDATED BY: TRANSFER OF CAVEAT { CONTINUED }

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

IN THE MATTER OF
MAZEPPA PROCESSING PARTNERSHIP

AND IN THE MATTER OF SECTION 52(1) OF THE
PARTNERSHIP ACT (ALBERTA)

CERTIFICATE OF LIMITED PARTNERSHIP

Pursuant to the provisions of section 52(1) of the *Partnership Act* (Alberta) (the "Act"), MPP Ltd., a body corporate incorporated pursuant to the laws of the Province of Alberta (the "General Partner"), and 1051940 Alberta Ltd., a body corporate incorporated pursuant to the laws of the Province of Alberta (the "Initial Limited Partner") hereby give notice by this certificate of limited partnership (the "Certificate") of the formation of a limited partnership (the "Partnership") in accordance with the terms and subject to the conditions of the limited partnership agreement among the General Partner and the Initial Limited Partner dated effective June 13, 2003 (the "Partnership Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Partnership Agreement.

The Partnership Agreement governs the relationship among the General Partner and the Limited Partners of the Partnership. The Partnership Agreement includes, among other things, the following:

1. The name under which the Partnership shall carry on business is "MAZEPPA PROCESSING PARTNERSHIP" or such other name or names as the General Partner may determine from time to time.
2. The business of the Partnership shall be, among other things, owning and operating oil and gas midstream facilities in the Western Canadian Sedimentary Basin and all related pipelines and infrastructure, and the borrowing of funds or obtaining of other financing for such purposes. The Partnership shall have the power to do any and every act and thing necessary, convenient or incidental to the accomplishment of the purposes of the Partnership. The Partnership may also carry on any other business which the General Partner deems appropriate from time to time.
3. The head office of the General Partner is located at 3300, 425 - 1st Street S.W., Calgary, Alberta, T2P 3L8. The address of the Initial Limited Partner is 3000, 237 - 4th Avenue S.W., Calgary, Alberta, T2P 4X7.
4. The Partnership will be formed as of the filing and recording of the Certificate pursuant to the *Partnership Act* (Alberta), and shall continue until the earlier occurrence of any of the following events or dates:
 - (a) the passing of any resolution of the directors or shareholders of the General Partner requiring or relating to the bankruptcy, insolvency, dissolution, liquidation or winding-up or the making of any resolving order or assignment for the benefit of creditors of the General Partner, or upon the appointment of a receiver of the assets and undertaking of the General Partner during the term of the Partnership Agreement unless the General Partner is replaced in accordance with the provisions of the Partnership Agreement; or
 - (b) the passage of an Ordinary Resolution and the approval of the General Partner approving the dissolution of the Partnership subject to any consent required from any creditor of the Partnership pursuant to any credit agreement entered into by the General Partner in accordance with the provisions of the Partnership Agreement.

5. The interests of the Limited Partners in the Partnership shall be divided into and represented by Units.
6. The Initial Limited Partner contributed \$100 to the capital of the Partnership in full satisfaction of the Capital Contribution pertaining to the interest of the Initial Limited Partner and the Initial Limited Partner was issued one Unit in respect thereof.
7. The Initial Limited Partner has not agreed to make any additional Capital Contributions in cash or by way of property.
8. The Partnership shall have the right to redeem, at any time, the Unit issued to the Initial Limited Partner upon payment of \$100, and the Initial Limited Partner shall have no right to receive revenue or to be allocated losses prior to such redemption. Otherwise, there is no time specified in the Partnership Agreement by which the Capital Contribution of any Limited Partner is to be returned.
9. The General Partner may authorize the offering and sale of additional Units from time to time in accordance with the Partnership Agreement.
10. No Limited Partner will, in respect of any Unit held by such Limited Partner, have any preference, priority or right in any circumstance over any other Limited Partner in respect of any Unit held by such other Limited Partner.
11. The Initial Limited Partner does not have any right to share in the net profit or loss of the Partnership prior to the redemption of the Unit issued to the Initial Limited Partner.
12. The net income or loss of the Partnership for each Fiscal Year, as reported on by the Auditors, after deducting the amounts relating to the expenses of the Partnership and the Management Fee (if any), shall be allocated among the Partners after the Fiscal Year end of the Partnership as follows:
 - (a) the General Partner shall be allocated 1% of the net income or loss of the Partnership; and
 - (b) the balance of the net income or loss shall be allocated among the Limited Partners whose names appear in the Register at the end of the Fiscal Year in proportion to the number of Units held by each of them.

In addition to the foregoing, the General Partner shall be reimbursed by the Partnership for all reasonable expenses incurred by the General Partner on the Partnership's behalf and the General Partner shall be entitled to receive a Management Fee as consideration for its management of the business and affairs of the Partnership.

13. Except as otherwise provided for in the Partnership Agreement, none of the Units may be transferred, assigned, sold, given, donated, mortgaged, hypothecated, pledged, encumbered or otherwise conveyed, disposed of or charged by a Limited Partner, nor may any transferee be admitted to the Partnership as a substitute Limited Partner, without the prior written consent of the General Partner. No Person shall be recorded on the Certificate and Register as the holder of any Units transferred in accordance with the terms of the Partnership Agreement or, if such Person is not a Limited Partner, be entitled to become a Limited Partner, unless such Person has delivered to the General Partner a Transfer Agreement (or any similar form from time to time prescribed by the General Partner) completed and executed in a manner acceptable to the General Partner. A Limited Partner may at any time surrender any Units held by it to the General Partner for cancellation.

UNITED STATES OF AMERICA

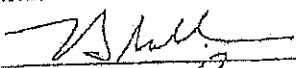
SD. 7039

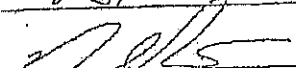
14. The Partnership shall be terminated and dissolved upon the earlier occurrence of any of the events set out in paragraph 4 above. Other than as set out therein, the Partnership shall not be terminated or dissolved by the death, incompetency, bankruptcy, insolvency, dissolution, liquidation, winding-up or receivership of any Partner or the admission, retirement or withdrawal of any Partner or the transfer of any Unit.
15. No Limited Partner shall have the right to demand and receive property other than cash in return for its Capital Contribution.

Dated at Calgary, Alberta effective as of this 16 day of June, 2003.

BY THE GENERAL PARTNER:

MPP LTD.

Per: 

Per: 

BY THE LIMITED PARTNER:

1051940-ALBERTA LTD.

Per: 

Government Trade Name / Partnership Search of Alberta Corporate Registration System

Date of Search: 2016/08/02
Time of Search: 10:48 AM
Search provided by: BURSTALL WINGER ZAMMITT

Service Request No: 25521829
Customer Reference No: 2100

Registration No: LP10524692
Current Business Name: LR PROCESSING PARTNERSHIP

Name History:

Previous Name	Date of Name Change (YYYY/MM/DD)
MAZEPPA PROCESSING PARTNERSHIP	2014/03/31
MFC PROCESSING PARTNERSHIP	2016/07/15

Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2003/06/16 YYYY/MM/DD
Home Jurisdiction: ALBERTA

Current General Partner:

Last/Legal Entity Name: LR PROCESSING LTD.
Street: 400, 1035 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3H9

Other Information:

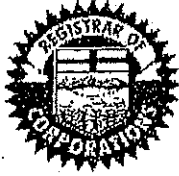
Filing History:

List Date	Type of Filing
2003/06/16	Register Limited Partnership
2014/03/27	Update Declarant / Partners / Attorneys
2016/07/13	Amend Limited Partnership

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000899000217039	2003/06/16
Notice to Amend	10000903000427398	2004/08/24
Notice to Amend	10000103000427401	2004/08/24
Notice to Amend	10000007103173757	2009/04/30
Notice to Amend	10000007116478052	2013/10/08
Notice to Amend	10000707116478077	2014/03/31
Notice to Amend	10000107116478080	2014/04/22
Notice to Amend	10000407111675169	2014/08/18
Notice to Amend	10000207120616223	2016/07/15

Alberta Registries certifies that the information contained in this search is the most recent information filed in the Register of Corporations.



CORPORATE ACCESS NUMBER: 2010450340

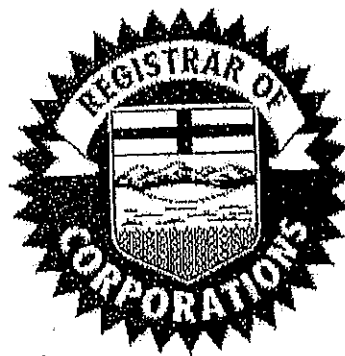


BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
INCORPORATION**

1045034 ALBERTA LTD.
WAS INCORPORATED IN ALBERTA ON 2003/05/02.

THE INFORMATION IN THIS
DOCUMENT IS AN ACCURATE
REPRODUCTION OF DATA
CONTAINED WITHIN THE OFFICIAL
RECORDS OF ALBERTA REGISTRIES.



CORPORATE ACCESS NUMBER: 2010450340

Government
of Alberta

BUSINESS CORPORATIONS ACT

CERTIFICATE
OF
AMENDMENT

MPP LTD,
CHANGED ITS NAME TO LR PROCESSING LTD, ON 2016/07/15.



CORPORATE ACCESS NUMBER: 2010450340

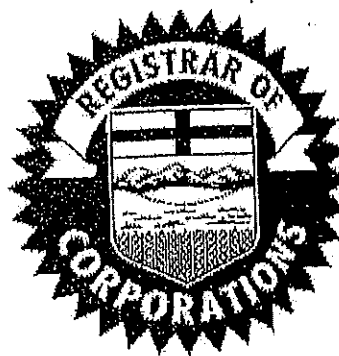
Alberta

BUSINESS CORPORATIONS ACT

CERTIFICATE
OF
AMENDMENT

1045034 ALBERTA LTD.
CHANGED ITS NAME TO MPP LTD. ON 2003/06/05.

THE INFORMATION IN THIS
DOCUMENT IS AN ACCURATE
REPRODUCTION OF DATA
CONTAINED WITHIN THE OFFICIAL
RECORDS OF ALBERTA REGISTRIES.



2003-01-15



10000700000427398

LP10524692

Mazappa Processing Partnership
(the "Partnership")

NOTICE TO AMEND CERTIFICATE OF LIMITED PARTNERSHIP

The Certificate of Limited Partnership of the Mazappa Processing Partnership, registered in the Office of the Registrar of Corporations on June 16, 2003, and having registration number LP10524692 is amended as follows:

The one unit of the Partnership held by 1051940 Alberta Ltd., (the "Initial Limited Partner") was redeemed on August 18, 2004 upon payment of \$100 to the Initial Limited Partner by the general partner, MPP Ltd.

On August 18, 2004, Enstar Midstream Services Ltd. became the new limited partner of the Partnership through a contribution of \$75,000,000 to the Partnership.

Paragraph 3 is deleted and replaced with the following:

3. The head office of the General Partner is:

MPP Ltd.
Suite 3300, 237 -- 4th Avenue S.W.
Calgary Alberta T2P 4X7

The head office of the new limited partner is:

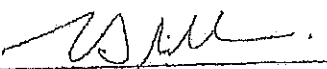
Enstar Midstream Services Ltd.
Suite 2300, 444 -- 3rd Avenue S.W.
Calgary, Alberta T2P 2T8

IN WITNESS OF WHICH this Notice to Amend Certificate of Limited Partnership has been executed by the authorized signatories of all the Partners.

DATED August 18, 2004.

General Partner:

MPP LTD.

By: 

Name: Tim Millar

Title: Corporate Secretary

CALGARY 010151

SD... 738

UNDEER. 375. 4

-2-

Redeemed Limited Partners

1031940 ALBERTA LTD.

By:


Name: DOROTHY DAWE
Title: Director

Limited Partners

ENSTAR MIDSTREAM SERVICES LTD

By:


Name: STUART BROWN
Title: SECRETARY/TREASURER

CALGARY, ALTA

CLERK
REGISTRY
OF
CORPORATIONS
ALBERTA



00000007303173757

Mazeppa Processing Partnership
(the "Partnership")

NOTICE TO AMEND CERTIFICATE OF LIMITED PARTNERSHIP

The Certificate of Limited Partnership of the Mazeppa Processing Partnership, registered in the Office of the Registrar of Corporations on June 16, 2003, amended on August 18, 2004, and having registration number LP10524692 is amended as follows:

750 units of the Partnership held by Enstar Midstream Services Ltd., (the "Old Limited Partner") were sold to Enstar Midstream Mazeppa Ltd. (the "New Limited Partner") on April 30, 2009 upon payment of CDN\$55,000,000 to the Old Limited Partner by the New Limited Partner.

MPP Ltd. and the New Limited Partner entered into an amended and restated limited partnership agreement dated April 30, 2009

The head office of the new limited partner is:

Enstar Midstream Mazeppa Ltd.
Suite 520, 304 - 8th Ave. S.W.
Calgary, Alberta
T2P 1C2

CPA 1001 0052

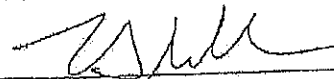
3173757
LP10524692

IN WITNESS OF WHICH this Notice to Amend Certificate of Limited Partnership has been executed by the authorized signatories of all the Partners.

DATED April 30, 2009.

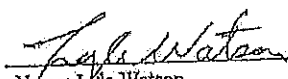
General Partner:

MPP LTD.

By: 
Name: Tim Millar
Title: Corporate Secretary

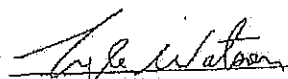
Old Limited Partner:

ENSTAR MIDSTREAM SERVICES LTD.

By: 
Name: Kyle Watson
Title: Director

New Limited Partner:

ENSTAR MIDSTREAM MAZEPPA LTD

By: 
Name: Kyle Watson
Title: Secretary and Treasurer



Mazeppa Processing Partnership
(the "Partnership")

NOTICE TO AMEND CERTIFICATE OF LIMITED PARTNERSHIP

The Certificate of Limited Partnership of the Mazeppa Processing Partnership, registered in the Office of the Registrar of Corporations on June 16, 2003, amended on August 18, 2004, and having registration number LP10524692 is amended as follows:

750 units of the Partnership held by Enstar Midstream Mazeppa Ltd., (the "Old Limited Partner") were sold to Compton Resource Partnership (the "New Limited Partner") on October 7, 2013 upon payment of CDN\$ 33,392,224.09 to the Old Limited Partner by the New Limited Partner.

The head office of the new limited partner is:

Compton Resource Partnership
1035 7th Avenue SW, Suite 400
Calgary, Alberta
T2P 3E9

SD... 8052

IN WITNESS OF WHICH this Notice to Amend Certificate of Limited Partnership has been executed by the authorized signatories of all the Partners:
DATED October 4, 2013.

General Partner:

MPP LTD.

By: [Signature]
Name: James Carter
Title:

Old Limited Partner:

ENSTAR MIDSTREAM MAZEPPA LTD.

By: _____
Name:
Title:

New Limited Partner:

COMPTON RESOURCE PARTNERSHIP
by its authorized signatories for and on behalf
of its management committee

By: [Signature]
Name: Robert Chenevix
Title: Member

By: [Signature]
Name: James Carter
Title: Member

SD... 8052

-2-

IN WITNESS OF WHICH this Notice to Amend Certificate of Limited Partnership has been executed by the authorized signatories of all the Partners.

DATED October 7, 2013.

General Partner:

MPP LTD.

By: _____

Name: James Carter

Title:

Old Limited Partner:

ENSTAR MIDSTREAM MAZEPPA LTD.

By: _____

Name: ROBERT KLEIN
Title: PRESIDENT

New Limited Partner:

COMPTON RESOURCE PARTNERSHIP
by its authorized signatories for and on behalf
of its management committee

By: _____

Name:
Title: Member

By: _____

Name: James Carter
Title: Member

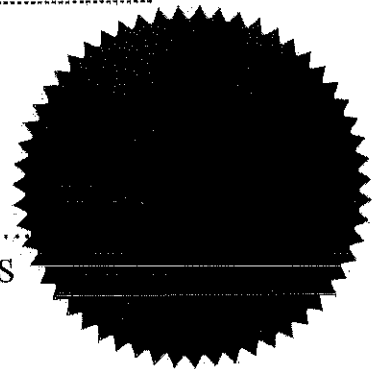
This is Exhibit "T" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042



LEXIN RESOURCES LTD.
300-1207 11th Avenue SW
Calgary, Alberta T3C 0M5

August 10, 2016

VIA EMAIL AND COURIER

ALBERTA ENERGY REGULATOR
Suite 1000, 250-5th Street SW
Calgary, Alberta T2P 0R4

Attention: Kirk Bailey, Executive Vice President
Kevan Van Velzen, Acting Vice President, Closure and Liability Branch

Dear Sirs / Madams:

Re: Lexin Resources Ltd. ("Lexin")

We have today noticed that the Alberta Energy Regulator (the "AER") Liability Management Programs Results Report published on August 6, 2016 continues to unlawfully and improperly attribute a Liability Management Rating of 0.95 to Lexin.

As set forth in our prior letters to you dated July 12, 2016 and August 2, 2016, LR Processing Ltd. ("LR Processing") is the proper and lawful licensee of the Mazeppa Gas Plant ("Plant") (and not Lexin) and we require that the AER adjust the Liability Management Rating accordingly. As set forth in our prior letters, Lexin cannot be the licensee of the Plant under the Oil and Gas Conservation Act because it is not a "working interest participant".

The continuing incorrect and unlawful LMR Rating attributed to Lexin by the AER is improperly causing damages to Lexin's business and Lexin must act to protect its interests before it is too late.

Lexin hereby reiterates its requests in its prior letters and asks that you confirm the same as soon as possible and at the latest by 5:00 p.m. on August 12, 2016.

We trust the foregoing to be in order and look forward to hearing from you.

Sincerely,

LEXIN RESOURCES LTD.



Michael Smith
Director

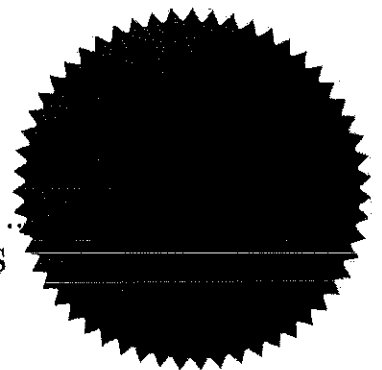
This is Exhibit "J" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042



LEXIN RESOURCES LTD.
300-1207 11th Avenue SW
Calgary, Alberta T3C 0M5

August 15, 2016

VIA EMAIL AND COURIER

ALBERTA ENERGY REGULATOR
Suite 1000, 250-5th Street SW
Calgary, Alberta T2P 0R4

Attention: Kirk Bailey, Executive Vice President
Jill Macdonald, VP Closure and Liability
Suzanne Belliveau, Acting Director, Enforcement & Surveillance West

Dear Sirs / Madams:

Re: Lexin Resources Ltd. ("Lexin") and the Alberta Energy Regulator (the "AER")

We acknowledge receipt of your letter dated August 10, 2016 in reply to our letter of August 2, 2016. With all due respect:

- We are very disappointed and disagree with the statements in your letter. We reiterate that our Liability Management Rating is incorrect, that the proper licensee for the Mazeppa Gas Plant (the "Plant") is LR Processing Ltd. (formerly MPP Ltd.) ("LR") and the transfer of the licence to us was unlawful and improper.
- Your statements that somehow we accepted the transfer after undue influence and pressure from yourself or that it was our responsibility to ensure we met the requirements are misleading and disingenuous. Clearly, the AER is the regulator who must act in compliance with and as authorized under the *Oil and Gas Conservation Act* (the "Act"). You cannot justify acting contrary to the provisions of the Act by claiming another third party permitted you to act contrary to the Act. Further, we believe it is clear that no discretion was exercised at the relevant time.
- Regarding your Environmental Protection Order dated August 9, 2016, we advise that LR has and is ensuring the safety of the Plant and will work with the AER with respect to the Order. However, we believe the Order is *ultra vires* as regards to Lexin.

We have and wish to work cooperatively with you to resolve matters in light of current business conditions. But, we are very concerned about the damages caused to our business.

August 15, 2016
Page 2 of 2

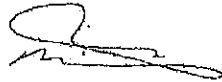
We are working very diligently to preserve our business and to carry on. If, for any reason, we were to be unsuccessful and have to face the regrettable and daunting prospect of insolvency, we would expect any receiver / trustee to:

- deny liability as the licensee for the Plant as it would be contrary to the Act;
- failing the foregoing, to renounce the Plant pursuant to the principles of the *Redwater* case; and
- seek to recover damages as a result of the consequences of the improper classification of Lexin as the licensee of the Plant.

In light of your recent letter, we require that you ensure retention of all your records, correspondence and documents (including electronic copies and emails) in respect of or relating to the above matters and save and reserve all of our legal rights and entitlements arising therefrom.

Sincerely,

LEXIN RESOURCES LTD.



Michael Smith
Director

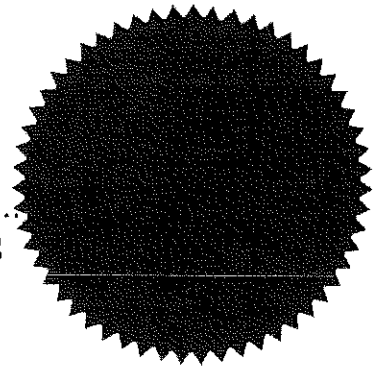
This is Exhibit "K" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324071042



LEXIN RESOURCES LTD.
300-1207 11th Avenue SW
Calgary, Alberta T3C 0M5
Tel: (403) 237-9400

September 21, 2016

VIA EMAIL

ALBERTA ENERGY REGULATOR
Suite 1000, 250-5th Street SW
Calgary, Alberta T2P 0R4

Attention: Kirk Bailey, Executive Vice President
Jill Macdonald, VP Closure and Liability
Suzanne Belliveau, Acting Director, Enforcement & Surveillance West

Dear Sirs / Madams:

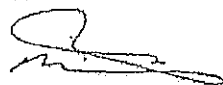
Re: Lexin Resources Ltd. ("Lexin") and the Alberta Energy Regulator (the "AER")

Thank you for your letter dated September 7, 2016. In response, while we note the suggestion that we apply for a licence transfer in respect of the Mazeppa processing facility, this unfortunately disregards that we believe the proper licensee for the Mazeppa Gas Plant is LR Processing Ltd. and any purported transfer of the licence to us was invalid and void.

We look forward to meeting with you on October 13, 2016 to try to resolve this and any other outstanding issues.

Sincerely,

LEXIN RESOURCES LTD.

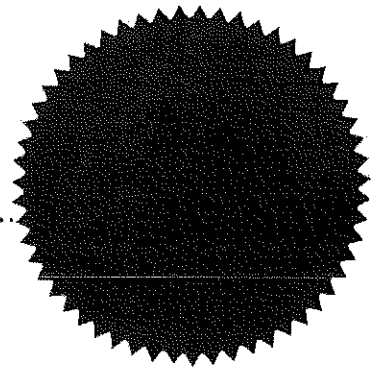


Michael Smith
Director

This is Exhibit "L" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017


.....
A COMMISSIONER FOR TAKING AFFIDAVITS

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR



2016324871042

LEXIN RESOURCES LTD.
Suite 300, 404 6 Avenue SW
Calgary, Alberta T2P 0R9
Tel: (403) 237-9400

December 2, 2016

VIA EMAIL

ALBERTA ENERGY REGULATOR
Suite 1000, 250-5th Street SW
Calgary, Alberta T2P 0R4

Attention: Kirk Bailey, Executive Vice President

Dear Sirs / Madams:

Re: Lexin Resources Ltd. ("Lexin") - Proposal

Further to our ongoing correspondence and meetings, we confirm that the Alberta Energy Regulator ("AER") and ourselves have disagreed as to the proper licensee for the Mazeppa sour gas plant and, accordingly, the amount of our liability to the AER (the "Dispute"). The Dispute has materially adversely affected our operations, liquidity and access to capital and has also resulted in the AER issuing garnishing orders ("GOs") to our commercial counterparties.

We understand that the GOs have not resulted in the AER's collection of significant amounts as many of our commercial counterparties have withheld funds from both of us and, in some cases, are improperly withholding production instead of funds. This has caused us to shut in certain wells, which further materially hurts our liquidity.

The purpose of this letter is not to rehash the Dispute but instead to make a proposal (the "Proposal"), which we believe would be in the best interests of the AER, the general public and ourselves, as follows.

1. *Sour Wells.* We have about five "critical sour gas wells" and about 16 high sour wells (collectively the "Sour Wells"). We propose that the AER issue abandonment orders with respect to the Sour Wells and that they be transferred to the Orphan Fund;
2. *GOs.* We propose that the GOs be released and no further GOs be issued so that we can free up funds and production being withheld by commercial counterparties and that all funds received from such parties and from such withheld production be disbursed and paid as to 70% to the AER on account of our liabilities and 30% to ourselves to be used for our liquidity needs; and

3. *Shut-In Production.* We have certain wells that we have shut in in the current circumstances. We would propose to restart production on the basis that all funds received from such restarted production would be apportioned and paid (after costs) as to 70% to the AER on our account of liabilities until they are fully paid and 30% to ourselves for our liquidity needs.

We believe the Proposal provides many benefits including, among others:

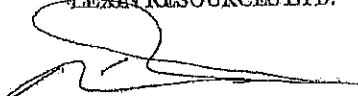
1. For the Sour Wells, it will address the important associated health and safety issues, which are of paramount interest here. We note under your Act: (i) Section 27 provides for you to make abandonment orders including under subsection (3) when needed to protect the public or the environment (as is the case here); (ii) Section 70(2) allows you to designate wells to be "orphan wells"; and (iii) Section 105 provides you very broad, expansive and discretionary powers to enforce any orders;
2. It will provide the vast majority of any amounts currently being held by counterparties to the AER; and
3. It will allow us to restart certain production to generate cash flow and the vast majority of the cash flow would be paid to the AER.

We believe the Proposal is in the best interests of, and will advantage, all parties while the Dispute remains unresolved.

We would be pleased to meet with you at your earliest opportunity to discuss the Proposal further and determine how to implement it.

Sincerely,

~~LEXIN~~ RESOURCES LTD.



Michael Smith
President

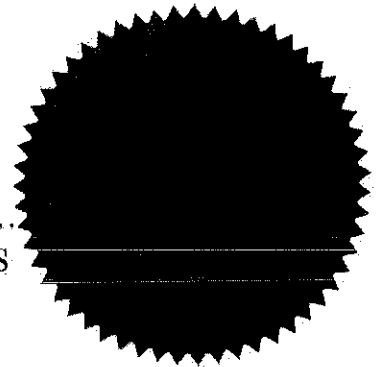
This is Exhibit "M" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042



LEXIN RESOURCES LTD.

January 31, 2017

VIA EMAIL/FACSIMILE

ALBERTA ENERGY REGULATOR
Suite 1000, 250-5th Street SW
Calgary, Alberta T2P 0R4

Attention: Kirk Bailey, Executive Vice President

Dear Sirs / Madams:

Re: Lexin Resources Ltd. ("Lexin") - Proposal

Further to our letter (the "Letter") to you of December 2, 2016 (a copy of which is enclosed herewith), we confirm your advice that the Alberta Energy Regulator ("AER") did not receive the same until later as a result of your internal computer/email issues and disruptions.

Defined terms used herein and not otherwise defined will have the meanings set forth in the Letter.

We are writing to reiterate that the Dispute between us has materially adversely affected our operations, liquidity and access to capital, including from your garnishing orders to our commercial counterparties.

This situation has been further exacerbated and deteriorated since our Letter and, in particular, has caused very serious ongoing health and safety concerns regarding the Sour Wells and their need to be transferred to the Orphan Fund.

We also advise that because of the Dispute and your actions, we are not sure that we will be able to continue to provide proper health and safety overview and measures for the Sour Wells, particularly beyond February 15, 2017. We believe the situation creates serious health and safety risks for all concerned.

As a result, we hereby further reiterate our Proposal and request that we hear back from you by February 10, 2017, particularly in relation to the Sour Wells.

LEXIN RESOURCES LTD.

We are prepared to meet with you at the earliest opportunity to discuss the Proposal further and its implementation and, in particular, the need to address health and safety concerns around the Sour Wells.

Sincerely,

LEXIN RESOURCES LTD.



Michael J. Smith
Director

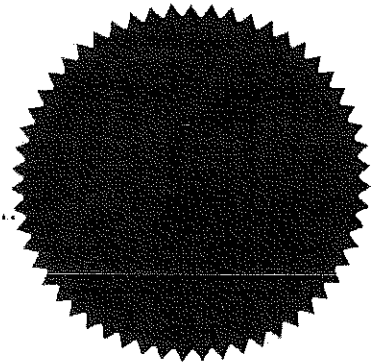
This is Exhibit "N" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042





August 10, 2016

Michael Smith
Lexin Resources Ltd.
Email: TMOCrory@lexin.ca

Calgary Head Office
Suite 1000, 250 -- 5 Street SW
Calgary, Alberta T2P 0R4
Canada

www.aer.ca

Dear Sir:

Re: Lexin Resources Ltd. (Lexin)

By correspondence dated August 2, 2016 provided by you on behalf of Lexin, you advised that Lexin does not have a working interest in the Mazeppa Gas plant. The Alberta Energy Regulator (AER) understands that your references to the "Mazeppa Gas Plant" refer to the facility licenced by the AER under licence no. F 2588, which AER records show as being licenced to Lexin. In the same letter, Lexin requested that the AER make another party the licensee of the facility, and thereby have the associated deemed liability of the facility not considered as part of Lexin's liability management ratio.

A lack of working interest does not relinquish a licensee's obligations relating to a licence. Section 17 of the *Oil and Gas Conservation Act (OGCA)* requires that the licensee be a working interest participant (WIP) and provides that where a licensee is not a WIP the AER may suspend or cancel the licence, notwithstanding which, the licensee continues to be liable for suspension, abandonment and reclamation of the facility. In other words, by not being a WIP, the licensee is in noncompliance with section 17 but this does not remove the obligations or liability of the licensee.

Lexin may remedy this non-compliance by either assuming a working interest in the facility or applying to transfer the licence to a willing party that holds a working interest and satisfies the AER's transfer requirements. If the licence were successfully transferred, the deemed liability would automatically transfer with it. While the licence remains under Lexin, the deemed liability will remain with Lexin as well.

Be advised that an Environmental Protection Order (EPO) has separately been issued to Lexin on August 9, 2016, suspending and discontinuing the Mazeppa Gas Plant. As it has been suspended through the EPO, the AER is not currently taking additional steps to suspend the facility for Lexin's WIP noncompliance.

In response to your statement that the change of licensee was done unlawfully, the AER has reviewed the transfer application that F 2588 was part of. It was submitted on December 16, 2013, approved on January 21, 2014. To be processed in our system, LR Processing Ltd. (formerly MPP Ltd.) submitted the application and Lexin accepted it. It was Lexin's responsibility to ensure it met the requirements of the

Enclosure

license transfer application which included having a working interest in the facility. Attached is a copy of the application details.¹

If you have any questions regarding the foregoing, please contact the undersigned at 403-297-7010 or Jill.Macdonald@aer.ca.

Sincerely,



Jill Macdonald
VP, Closure and Liability

Attachment: Licence Transfer Application Details, Application Number 1782866
cc: Kirk Bailey, Executive VP (Email)

¹ Please note that our records indicate that Compton Petroleum Corporation changed its name to MFC Energy Corporation in March 2014; MFC changed its name to Lexin Resources Ltd. in February 2016.



**Alberta
Energy
Regulator**

Calgary Head Office
Suite 1000, 250 - 5 Street SW
Calgary, Alberta T2P 0R4
Canada

Licence Transfer Application Details
Application Number: 1782866
Current Status: Disposition_Issued
Submission Date: January 21, 2014

Transferor

DDS ID: JBARUETTADMIN
Name: LR Processing Ltd. (A09K)
Agent Name:
Contact Name: John Bartlett
Email: jbartlett@complanpetroleum.com
Phone: (403) 662-0207
Applicant: X

Transferee

DDS ID: CELIAROCHE1
Name: Lexin Resources Ltd. (OCW8)
Agent Name:
Contact Name: Celica Roche
Email: croche@complanpetroleum.com
Phone: (403) 208-5842
Applicant:

Liability Rating details are not available, see Liability Rating View screen for Historical Liability Information in the Liability Rating portion of the report.

Liability Rating - LMR (Liability Run ID: 29405, Dec 16, 2013)

Liability Rating:	0	Liability Rating:	1.05
Total Deemed Assets:	\$0.00	Total Deemed Assets:	\$236,173,000.30
Total Deemed Liabilities:	\$85,696.00	Total Deemed Liabilities:	\$141,076,029.00
Liability Calculated Amount:	\$85,696.00	Liability Calculated Amount:	-\$94,197,881.30
Assessment Amount:	\$0.00	Assessment Amount:	\$0.00

Liability Rating - LLR (Liability Run ID: 29406, Dec 16, 2013)

Liability Rating:	0	Liability Rating:	0
Total Deemed Assets:	\$0.00	Total Deemed Assets:	\$0.00
Total Deemed Liabilities:	\$0.00	Total Deemed Liabilities:	\$0.00
Liability Calculated Amount:	\$0.00	Liability Calculated Amount:	\$0.00

Liability Rating - LPP (Liability Run ID: 29406, Dec 16, 2013)

Liability Rating:	0	Liability Rating:	0
Total Deemed Assets:	\$0.00	Total Deemed Assets:	\$0.00
Total Deemed Liabilities:	\$0.00	Total Deemed Liabilities:	\$0.00
Liability Calculated Amount:	\$0.00	Liability Calculated Amount:	\$0.00

Liability Rating - OWL (Liability Run ID: 29406, Dec 16, 2013)

Liability Rating:	0	Liability Rating:	0
Total Deemed Assets:	\$0.00	Total Deemed Assets:	\$0.00
Total Deemed Liabilities:	\$0.00	Total Deemed Liabilities:	\$0.00
Liability Calculated Amount:	\$0.00	Liability Calculated Amount:	\$0.00

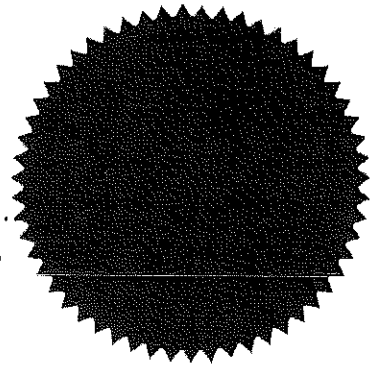
This is Exhibit "O" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042





September 7, 2016

Michael Smith
Lexin Resources Ltd.
Email: TMcCrory@lexin.ca

Calgary Head Office
Suite 1000, 230 - 5 Street SW
Calgary, Alberta T2P 0R4
Canada

www.aer.ca

Dear Sir:

Re: Lexin Resources Ltd. (Lexin)

In response to the August 15, 2016 correspondence from Lexin Resources Ltd. (Lexin), the Alberta Energy Regulator (AER) is prepared to entertain an application from Lexin, as current licensee of record, to transfer the facility licence F 2588 (facility) to LR Processing Ltd. (LR Processing). LR Processing, as proposed transferee of the facility must satisfy the following requirements:

- Agreement in writing to accept the proposed licence transfer
- As transferee, demonstrate a Licensee Management Rating (LMR) of 2.0 or higher immediately following the transfer or provide other evidence that the transferee will be able to meet their obligations throughout the life cycle of energy development with an LMR of less than 2.0 pursuant to *Bulletin 2016-21: Revision and Clarification on Alberta Energy Regulator's Measures to Limit Environmental Impacts Pending Regulatory Changes to Address the Redwater Decision (Bulletin 2016-21)*.
- Have no current AER compliance issues
- Have no significant history of compliance issues

When an application for transfer is made, the AER will conduct a Liability Management Rating assessment for both the transferor and transferee according to Appendix 2 of *Directive 006: Licensee Liability Rating Program and Licence Transfer Process* and *Bulletin 2016-21*.

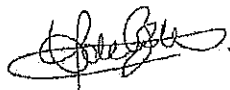
If LR Processing agrees to accept the transfer of the facility, LR Processing would be responsible for payment of post-transfer security representing the facility's deemed liability to allow this transfer to proceed. As the facility is subject to the Large Facility Program, a site-specific liability assessment completed within the last calendar year must be submitted to assess the deemed liability for transfer purposes as outlined in Appendix 2 of *Directive 024: Large Facility Liability Management Program (LFP)*.

Please submit any transfer application to the AER for review by October 7, 2016.

If you have any questions regarding the foregoing, please contact the undersigned at 403-297-7010 or J.Macdonald@aer.ca.

Enclosure

Sincerely,

A handwritten signature in black ink, appearing to read 'Jil Macdonald', with a stylized flourish at the end.

For Jil Macdonald
VP, Closure and Liability

cc: Kirk Bailey, Executive VP (Email)
Suzanne Belliveau, Acting Director, E&OP (Email)

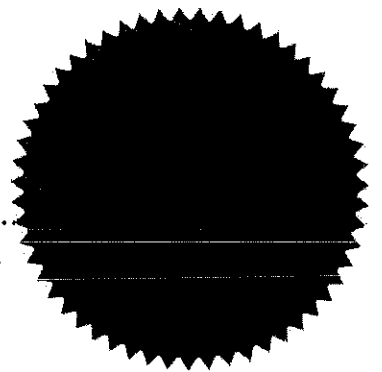
This is Exhibit "p" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042





February 6, 2017

Michael Smith
Lexin Resources Ltd.
Suite 300, 404 6 Avenue SW
Calgary, AB T2P 0R9

Calgary Head Office
Suite 1000, 250 - 5 Street SW
Calgary, Alberta T2P 0R4
Canada

www.aer.ca

Dear Sir:

Re: Lexin Resources Ltd. (Lexin) - Proposal

The Alberta Energy Regulator (AER) has had an opportunity to review your correspondence dated December 2, 2016 and January 31, 2017. Below is the AER's response to same.

As licensee, you are statutorily obligated to comply with AER requirements and to ensure that sites are operated and maintained in a manner such that the public and environment are protected. If you are no longer in a position to operate in such a manner, you must take steps to safely suspend operations. Please refer to *Bulletin 2016-10: Obligations of Licensees When in Insolvency or When Otherwise Ceasing Operations*.

In relation to your request that the AER orphan select sour gas wells and permit you to produce other wells. The AER wishes to remind you that being a licensee is a privilege. It is not open to Lexin to pick and choose which licenses it is prepared to be responsible for and offload the rest to the Orphan Well Association or the Alberta public. The AER also notes that Lexin still has not paid its orphan levy.

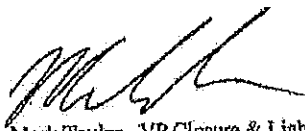
In relation to the request that the AER cease garnishment, the AER has previously advised Lexin that it is not prepared to do so. It further notes that AER has received no funds from Lexin in relation to its outstanding debt to the AER. As a reminder, the AER has a statutory lien in respect of Lexin's interest in any wells, facilities and pipelines, land or interests in land, including mines and minerals, equipment and petroleum substances. This lien has priority over all other liens, charges, rights of set-off, mortgages and other security interests. Accordingly, Lexin is not permitted to remove any equipment from any sites without the AER's approval.

For the reasons above, the AER rejects the proposal provided by Lexin and advises that it must take steps to address its outstanding non-compliances and to ensure that its sites are maintained in a manner that ensures that the public and environment are protected. Lexin is directed to advise by February 10, 2017 as to what steps it intends to take to ensure that the sour wells are maintained in a safe condition. Failure to do so will result in enforcement action.

Inquiries 1-855-297-8311
24-hour
emergency 1-800-222-6514

If you have any questions regarding anything in the foregoing, please contact Helene de Beer at
Heleno.debeer@ner.ca.

Sincerely,



Mark Taylor - VP Closure & Liability AER

cc. Kirk Bailey - EVP Operations AER

Keoly Cameron - Legal Counsel AER

Helene de Beer - Director Oil & Gas Closure & Liability AER

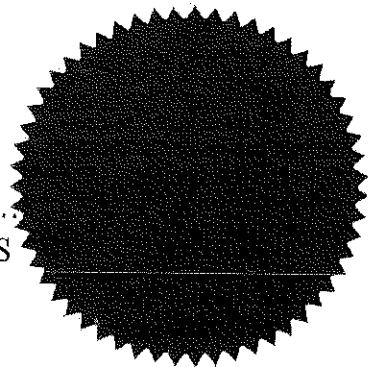
This is Exhibit "Q" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042





June 13, 2016

Calgary Head Office
Suite 1000, 250 - 5 Street SW
Calgary, Alberta T2P 0R4
Canada

VIA EMAIL

www.aer.ca

President
Lexin Resources Ltd. (0CW8)
400, 1035 - 7 Ave SW
Calgary, AB T2P 3E9

Legislative/Regulatory Enforcement
Notice of Garnishment No. G-2016-01
Nonpayment of the 2016 Orphan Fund Levy

Our records indicate you have not yet paid to the AER the following amount(s) owed to it:

\$69,606.41 (the "AER Debt").

Accordingly, please find enclosed as Schedule "A" to this letter for service upon you a Notice of Garnishment, issued pursuant to section 103 of the *Oil and Gas Conservation Act* (the "OGCA"), in respect of the AER Debt.

The AER has a statutory lien in respect of the AER Debt, applicable upon your interest in any wells, facilities and pipelines, land or interests in land, including mines and minerals, equipment and petroleum substances. This statutory lien has priority over all other liens, charges, rights of set-off, mortgages and other security interests.

Pursuant to section 103(5) of the *OGCA*, until full satisfaction of the AER Debt by you, the AER can require the forwarding to it of all money and revenue held, owing or later becoming owing, that can be described as the following:

- (a) all money owed to the debtor or held or received on behalf of the debtor as a result of a sale of the debtor's proportionate share of any gas, oil or other hydrocarbon produced from a well or facility, and
- (b) all revenue held or received resulting (i) from the use of a well or facility by another person, or (ii) from the provision of services by the debtor.

The obligation to make such payments continues until the AER advises that the AER Debt has been paid in full.

On or prior to June 24, 2016 from the date of this letter, at 4:00 p.m. (Mountain Standard Time), you must provide to the AER either:

- (a) payment in full of the AER Debt, in accordance with paragraph 2 of the Notice of Garnishment, or

(b) where the payment provided does not amount to the full satisfaction of the AER Debt, the following, in writing:

- (i) an explanation for the shortfall;
- (ii) a fully completed Financial Information of Debtor, in the form enclosed as Schedule "B" to this letter; and
- (iii) a proposed payment schedule to meet the full satisfaction of the AER Debt.

If you have any questions or require additional information, please contact the undersigned at kyle.schuh@aer.ca or at 403-297-6858.

Sincerely,



Kyle Schuh
Liability Management

Enclosures: Notice of Garnishment
Form of Financial Information of Corporate Debtor

cc: Jan Rempel, Acting Manager, Liability Management (email)
Keely Cameron, AER Legal Counsel (email)

SCHEDULE "A"
NOTICE OF GARNISHMENT

See attached.



Alberta
Energy
Regulator

Notice of Garnishment

MADE at the City of Calgary, in the Province of Alberta, on June 13, 2016.	ALBERTA ENERGY REGULATOR
--	--------------------------

Pursuant to section 103 of the *Oil and Gas Conservation Act*

Notice Number: G 2016-01

To: Lexin Resources Ltd. (OCW8) (the "Debtor")

Regarding a debt owed by you to the Alberta Energy Regulator (the "Regulator") in the amount of:
\$69,606.41

- 1 This Notice of Garnishment is issued for the amount of \$69,606.41 against you in respect of the following:
 - (a) money owed to you, or held or received by you, including on your behalf, as a result of a sale of your proportionate share of any gas, oil or other hydrocarbon produced from a well or facility;
 - (b) revenue held or received by you, including on your behalf, resulting from
 - (i) the use of a well or facility by another person, or
 - (ii) the provision of services; and
 - (c) money and revenue described in clauses (a) and (b) that you may be owed to you or held or received by you in the future, including on your behalf.

Current Obligation

- 2 On receiving this Notice you must pay to the Regulator the lesser of:
 - (a) all money and revenue described in section 1(a) to (b) of this Notice; and
 - (b) the amount of the debt owing to the Regulator by you, as shown on this Notice.

Notice of Garnishment

Future Obligation

- 3 Until you are notified by the Regulator that your debt has been paid in full you must, if any money or revenue described in section 1(a) to (b) of this Notice later become owed to you, or held or received by you, including on your behalf, pay to the Regulator the lesser of:
- (a) that money or revenue; and
 - (b) the amount of the debt then owing to the Regulator by you.

Information That Must Accompany Payments

- 4 You must include with any payment forwarded to the Regulator
- (a) the notice number and date of this Notice;
 - (b) an expected payment schedule setting out the following information:
 - (i) the date or dates on which you expect to have money or revenue owed to you;
 - (ii) the amount that is expected to be payable on each date referred to in subclause (i);
 - (iii) the date or dates on which you will forward the money or revenue referred to in subclause (i) to the Regulator.

Regulator Address

- 5 You must forward all payments and the information referred to in section 4 to the Regulator at the address below.

ALBERTA ENERGY REGULATOR

Attn: Kyle Schuh, Liability Management

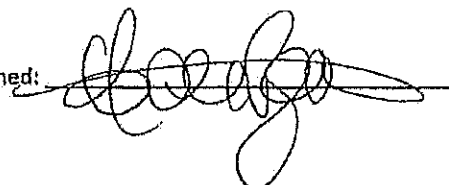
Suite 1000, 250 – 5 Street SW

Calgary, Alberta T2P 0R4

Notice of Garnishment

Date: 13 June 2016

Alberta Energy Regulator Signed:

A handwritten signature in black ink, appearing to be 'D. G. G.', written over a horizontal line.

Failure to Comply

You are indebted to the Regulator in the amount described above. If you fail to comply with this Notice of Garnishment, the Regulator is entitled to collect the debt from you using all remedies available to it.

Failure to comply with this Notice of Garnishment also constitutes an offence under the *Oil and Gas Conservation Act*, punishable on conviction by a fine, or on default of payment of the fine, by imprisonment.

SCHEDULE "B"
FINANCIAL INFORMATION OF CORPORATE DEBTOR

(For any list that exceeds the number of rows provided below, please attach an exhibit to this document with the list remainder.)

A. Contact Information (Please Print)

Full Name of Director or Officer providing this Information _____ Position with Corporate Debtor _____

Personal Address of said Director or Officer _____ Personal Telephone Number of said Director or Officer _____

Name of Corporate Debtor _____

Address of Corporate Debtor _____ Telephone Number of Corporate Debtor _____

The above-noted Director/Officer has executed this Financial Statement, in his or her capacity as an officer of the Corporation, dated this _____ day of _____, 20____.

Signature _____

B. Assets

Interests in Land, Wells, Facilities and Pipelines

List all lands or interests in land (including mines and minerals, equipment and petroleum substances), wells, facilities and pipelines, within the Province of Alberta, in which the corporation owns an interest (both legal interests and beneficial interests should be included). Include in the listing the type of interest, legal description, percentage held in total, whether the corporation is the licensee, and the corporation's best estimate of current market value (1P reserves or 12-month cash flow can be used for current market value in the case of producing mineral leases).

	Interest Type (Crown lease, well, pipeline, etc.)	Legal Description / Location	Current Market Value (CAD\$)	Licensee? (yes/no)	Working Interest (%)
1.					
2.					
3.					
4.					
5.					

6.					
7.					
8.					
9.					
10.					

Receivables and Ongoing Contracts

List all receivables and ongoing contracts, including contracts for which overriding royalties or similar are paid (e.g. GORRs).

	Name	Address or Other Details	Amount Owed
1.			
2.			
3.			
4.			
5.			
6.			

Bank Accounts

List all deposit accounts, term deposits, annuities, etc., specifying the following:

	Type of Deposit	Name of Institution	Account No.	Branch Address	Amount
1.					
2.					
3.					

Other Assets

List other assets, specifying kind, value and location, and whether solely or jointly owned.

Type of Asset	Description	Sole Owner		Location	Value
		Yes	No		
Interest in other businesses					
Promissory notes, judgment debts					
Loans and mortgages receivable					

List all other assets, specifying kind, value and location, and whether solely or jointly owned.

Description of Asset	Sole Owner		Location	Value
	Yes	No		

C. Transfer of Property

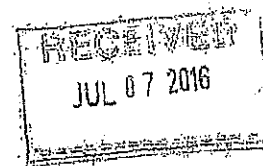
Has the corporation given away, sold, assigned or otherwise transferred any property (land, buildings, vehicles, money, equipment, inventory, etc.) outside the ordinary course of business within the past year? Specify details below.

Description of Property	To Whom Transferred	Date of Transfer	How Much Money, if Any, Was Recovered By the Corporation?
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			



**Alberta
Energy
Regulator**

Calgary Head Office
Suite 1000, 250 - 5 Street SW
Calgary, Alberta T2P 0R4
Canada



July 05, 2016

ATTENTION: CHIEF FINANCIAL OFFICER OR CONTROLLER
LEXIN RESOURCES LTD.
300, 1207 - 11 AVE SW
CALGARY AB T3C 0M5

COPY

OCW8 Lexin Resources Ltd.;

NOTICE OF NONCOMPLIANCE - 2016 ADMINISTRATION FEE - LATE PAYMENT PENALTY

The Alberta Energy Regulator (AER) has received your payment of \$0.00 for the 2016 Administration Fee. The outstanding balance for invoice OG16-031A that was due on June 20, 2016 is \$892,478.12. A penalty of \$175,340.13 has been applied to your 2016 Administration Fee in accordance with subsection 7(1) of the AER Admin Fees Rules, as indicated below:

AER Administration Fee	\$876,700.65
AER Payment Received	- \$0.00
AER Administration Fee Outstanding	\$876,700.65
Penalty 20% of Outstanding AER Administration Fee	\$175,340.13
Amount Due	\$1,052,040.78

TAKE NOTICE that failure to pay the outstanding balance by July 20, 2016 will result in the AER imposing Global Refer status and may result in an AER Order, in accordance with section 22 of the Oil and Gas Conservation Act, against Lexin Resources Ltd. (the "Company"). The Global Refer status indicates the Company's inability or unwillingness to comply and will be considered when deciding any pending or future applications to the AER. In addition, the AER will utilize available enforcement tools to collect the outstanding amount including enforcing the AER's lien in respect of the Company's debt on the Company's interest in any wells, facilities and pipelines, land or interests in land, including mines and minerals, equipment and petroleum substances pursuant to section 103 of the Oil and Gas Conservation Act. The Global Refer status will remain until the noncompliance issue has been addressed.

The amount outstanding for voluntary payment of Alberta Upstream Petroleum Research Fund (AUPRF) is \$15,777.47.

Inquiries about the 2016 Administration Fee may be directed to Anila Kaceli @ (403)297-6985.

Anila Kaceli
Team Lead, Revenue and Cash Management

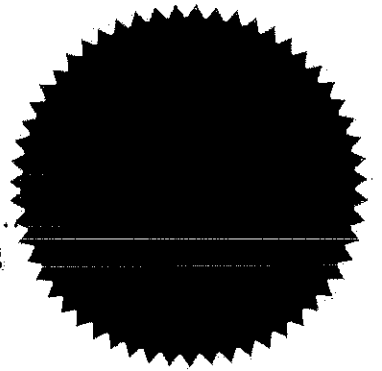
This is Exhibit "R" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

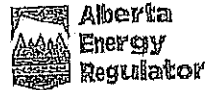
Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042





February 14, 2017

By Email, Courier, Registered Mail and Posted in AER Library

Calgary Head Office
Suite 1000, 250-5 Street SW
Calgary, Alberta T2P 0R4
Canada

www.aer.ca

To: Lexin Resources Ltd. and enclosed list of addresses

Legislative/Regulatory Enforcement
Closure Order No. C 2017-01

Dear Sir/Madam:

Enclosed for your immediate attention is Alberta Energy Regulator Closure Order No. C 2017-01 ordering the immediate suspension of all Lexin Resources Ltd.'s operational well, facility and pipeline licences, and cessation of operations at the associated wells, facilities and pipelines. This order has been issued as a result of the AER's concerns regarding Lexin's ability to carry out its obligations as a licensee responsibly given its limited number of employees and number of noncompliances, including the following:

- Lexin's failure to comply with AER issued orders including directions to address multiple substance releases;
- Lexin's failure to prove to the satisfaction of the AER that it has a valid entitlement to the right to produce or access select sites;
- Lexin's admission (in correspondence to the AER dated January 31, 2017) that it is unable to provide "proper health and safety overview and measures for [its] Sour Wells";
- Lexin's failure to pay its proportionate share of both of the 2016 orphan fund levies;
- Lexin's failure to pay its 2016 administration fee; and
- Lexin's failure to pay its licensee liability rating security deposit.

Operations may only resume if the AER provides written approval and will be subject to any terms and conditions the AER deems necessary.

Lexin remains under Global Refer for failure to meet AER requirements.



inquiries 1-855-297-8311
24-hour
emergency 1-800-222-6514

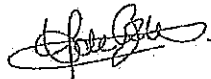
Please be advised:

- If the order is amended, only those parties affected by the amendment will be notified.
- Based on information available to the AER on the date of the closure order, Lexin and the parties listed in Schedule A, "Licenced Properties," of the order will be considered responsible and financially liable for the abandonment of the subject wells and facilities pursuant to sections 27 and 30 of the *Oil and Gas Conservation Act*, should an abandonment order be issued.

Please note, as licensee, Lexin remains legally responsible for its obligations as licensee, including emergency and incident response and obligations relating to the Alberta One-Call system for its licensed properties.

Questions regarding the enclosed closure order or the enforcement actions outlined in this letter may be directed to Laura Chant at laura.chant@aer.ca or 403-297-8592.

Regards,



Hélène de Beer
Director, Closure & Liability

cc: Midnapore, Red Deer, Drayton Valley, Medicine Hat, Grande Prairie, and Bonnyville Field Centres,
Associated Managers and Regional Coordinators, Environment & Operational Performance, AER,
Enforcement@aer.ca, Enforcement.Dashboard@aer.ca

Inquiries 1-855-297-8311
24-hour
emergency 1-800-222-6514

Delivered by courier:

President
Lexin Resources Ltd. (0CW8)
300, 404 - 6 Ave SW
Calgary, AB T2P 0R9

E-mail: tmccoray@lexin.ca

President
Adeco Exploration
Company Ltd. (0ZA0)
c/o Bennett Jones LLP
4500, 855 - 2 St SW
Calgary, AB T2P 4K7

President
Bonavista Energy
Corporation (A5RX)
1500, 525 - 8 Ave SW
Calgary, AB T2P 1G1

E-mail:
colin.hennel@bonavistaenergy.com

President
Caledonian Royalty Corporation
(A684)
2200, 300 5 Ave SW
Calgary, AB T2P 3C4

E-mail:
david.horn@caledonianroyalty.com

President
Canadian Natural
Resources Limited (0HE9)
2100, 855 2 St SW
Calgary, AB T2P 4J8

President
Coastal Resources Limited
(0PRI)
1400, 520 - 5 Ave SW
Calgary, AB T2P 3R7

President
ConocoPhillips Canada Resources
Corp. (A5G3)
1600 - 401 9 Ave SW
Calgary, AB T2P 2H7

E-mail:
orest.kotelko@cnrl.com

E-mail:
rlakhoo@coastal.ab.ca

E-mail:
regulatoryaffairsmailbox@conocophillips.com

President
Crescent Point Energy
Corp. (A2J6)
2000, 585 - 8 Ave SW
Calgary, AB T2P 1G1

President
Ember Resources Inc.
(A1H9)
800, 400 - 3 Ave SW
Calgary, AB T2P 4H2

President
Encana Corporation (0026)
Box 2850, 500 Centre St SE
Calgary, AB T2P 2S5

E-mail:
regulatory@crescentpointenergy.com

E-mail:
tzuo@emberresources.com

E-mail: dawn.cochrane@encana.com

Inquiries 1855-297-8311
24-hour
emergency 1800-222-6514

President
ExxonMobil Canada Ltd.
(0057)
PO Box 2480 Stn M
Calgary, AB T2P 3M9

E-mail:
ashley.l.laycraft@esso.ca

Ms. Nancy Penner
Interwest Petroleum Ltd.
c/o Farlee McLaws LLP
3400, 150 - 6 Ave SW
Calgary, AB T2P 3Y7

President
New North Resources Ltd.
(0CZ4)
320, 700 - 4 Ave SW
Calgary, AB T2P 3J4

E-mail: pradeep@new-
north.com

President
Penn West Petroleum Ltd.
(0BP8)
200, 207 - 9 Ave SW
Calgary, AB T2P 1K3

E-mail:
regulatory@pennwest.com

Pat Maguire
R.W. Berry Canada, Inc.
c/o Bennett Jones LLP
4500, 855 - 2 St SW
Calgary, AB T2P 3K7

President
Houston Oil & Gas Ltd.
(A74H)
800, 903 - 8 Ave SW
Calgary, AB T2P 0P7

E-mail: mark@houstonoil.ca

President
Lochwest Resources Ltd.
(0MG8)
1820, 715 - 5 Ave SW
Calgary, AB T2P 2X6

President
Omers Energy Inc. (A08E)
3000, 520 - 3 Ave SW
Calgary, AB T2P 0R3

E-mail:
jessica.gregorash@omersene-
rgy.com

President
Phillips Petroleum Canada
Ltd. (0945)
1600, 401 - 9 Ave SW
Calgary, AB T2P 2H7

President
SanLing Energy Ltd.
(A7AZ)
1700, 250 - 2 St SW
Calgary, AB T2P 0C1

E-mail:
kate.ramage@sanlingenergy.
com
Stuart.widmer@sanlingenerg
y.com

President
Husky Oil Operations Limited (0M46)
PO Box 6525 Stn D
707 - 8 Ave SW
Calgary, AB T2P 3G7

E-mail:
husky.regulatory@huskyenergy.ca

President
Murphy Canada Exploration Company
(0MY7)
1700, 555 - 4 Ave SW
Calgary, AB T2P 3Y3

E-mail:
gaye_marshall@murphyoilcorp.com

Mr. Paul Bothwell
PENGROWTH Energy Corporation
(A5R5)
2100, 222 - 3 Ave SW
Calgary, AB T2P 0B4

E-mail: paul.bothwell@pengrowth.com

President
Pine Cliff Energy Ltd. (A1GR)
850, 1015 - 4 St SW
Calgary, AB T2R 1J4

E-mail: tmoneill@pinecliffenergy.com,
HIsidoro@pinecliffenergy.com

President
Prospex Resources Ltd. (A120)
c/o Paramount Resources Ltd. (0AW4)
4700, 888 3 St SW
Calgary, AB T2P 5C5

Inquiries 1-855-297-8311
24-hour
emergency 1-800-222-6514

President
Signalta Resources Limited
(0R89)
700, 840 - 6 Ave SW
Calgary, AB T2P 3B5

E-mail:
angela.meister@signalta.com

President
Sutton Energy Ltd. (0M9IE)
450, 736 - 8 Ave SW
Calgary, AB T2P 1H4

E-mail: b_gough@shaw.ca

President
Southern Pacific Energy
Ltd. (ASA6)
1700, 205 - 5 Ave SW
Calgary, AB T2P 2V7

Mr. Michael Bolianatz
TAQA North Ltd. (A2TG)
2100, 308 - 4 Ave SW
Calgary, AB T2P 0H7

E-mail:
regulatoryaffairs@taqa.ca

President
Stockwork Properties Ltd. (0EN3)
501, 888 - 4 Ave SW
Calgary, AB T2P 0V2

E-mail: dmdixon@telus.net

President
Tamarack Valley Energy Ltd. (A04N)
600, 425 - 1 St SW
Calgary, AB T2P 3L8

E-mail: deb.kniss@tamarackvalley.ca

President
Trident Exploration
(Alberta) Corp. (A663)
1000, 444 - 7 Ave SW
Calgary, AB T2P 0X8

E-mail:
phawke@tridentexploration.
ca

President
6058931 Canada Inc.
1650, 801 - 6 Ave SW
Calgary, AB T2P 3W2

E-mail:
6058931_operations@queste
re.com

President
Westhill Petroleum Ltd.
(0EX2)
260, 435 - 4 Ave SW
Calgary, AB T2P 3A8

President
0989 Resource Partnership
c/o Lexin Resources Ltd.
(0CW8)
300, 404 - 6 Ave SW
Calgary, AB T2P 0R9

E-mail: tmccrory@lexin.ca

President
Zargon Oil & Gas Ltd. (0MP9)
700, 333 5 Ave SW
Calgary, AB T2P 3B6

E-mail: rdostzel@zargon.ca

President
Dauntless Energy Inc. (A6H3)
1410, 606 4 St SW
Calgary, AB T2P 1T1

President
The Paddon Hughes Development Co.
Ltd. (0D74)
940, 1122 - 4 St SW
Calgary, AB T2R 1M1

E-mail: waldyk@paddonhughes.com

President
Freehold Royalty Trust
400, 144 4 Ave SW
Calgary, AB T2P 3N4

President
Bounty Developments Ltd.
(0HP8)
1250, 340 - 12 Ave SW
Calgary, AB T2R 1L5

E-mail:
kelly@bountydev.com

inquiries 1455-297-8311
24-hour
emergency 1400-222-5514

Delivered by registered mail:

President
Bears paw Petroleum Ltd.
(ONLI)
5309, 333 - 96 Ave NE
Calgary, AB T3K 0S3

E-mail:
gschenmers@bears pawpet.com

President
Copper Creek Gold Corp.
710, 750 West Pender Street
Vancouver, BC V6C 2T7

President
Long Term Asset
Management Inc. (AGJE)
925 Veterans Blvd NW
Airdrie, AB T4A 2G6

E-mail: maugust@ltam.ca

President
Roseland Development Ltd.
(OM21)
602 - 25 Ave SW
Calgary, AB T2S 0L6

President
Canadian Freehold
Consulting (1991) Ltd.
47 Edgehill Crescent NW
Calgary, AB T3A 2X5

President
Country Rock Resources Ltd.
(A2BY)
79 Windmill Way
Calgary, AB T3Z 1H5

President
Newbert Petroleum
Engineering Ltd. (OZ8W)
Box 528
Crossfield, AB T0M 0S0

President
Westhill Resources Limited
(OT49)
300, 5 Richard Way SW
Calgary, AB T3B 7M8

E-mail: wrld@telus.net

President
Chessor Holdings Ltd.
460 - 30 Ave NW
Calgary, AB T2M 2N4

President
Direct Energy Marketing Limited
(ORC3)
PO Box 4335 Stn C
Calgary, AB T2T 4K3

E-mail:
catherine.hiscocks@centrica.com

President
Scotia Oils Limited (ODK9)
1164, 7620 Elbow Dr SW
Calgary, AB T2V 1K2

President
264646 Alberta Ltd.
4th Floor, 4943 50 St
Red Deer, AB T4N 1Y1

Inquiries 1-855-297-8311
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PROVINCE OF ALBERTA
ALBERTA ENERGY REGULATOR
OIL AND GAS CONSERVATION ACT
ORDER NO. C 2017-01

AN ORDER RESPECTING THE CLOSURE OF WELLS, FACILITIES AND PIPELINES
LICENSED TO
LEXIN RESOURCES LTD.

WHEREAS Lexin Resources Ltd. (Licensee) is the licensee of 1380 wells, 81 facilities and 201 pipeline licences as listed in Clauses 1, 2, 3, 4 and 5 (Licences);

WHEREAS the directors of the Licensee, Michael J. Smith, Jasmina Cezek, and Rob Jennings (Directors) are subject to decision 20170124A, wherein the Directors have been named in a declaration under section 106 of the *Oil and Gas Conservation Act (OGCA)* due to contraventions or failures to comply with orders of the AER and having a debt to the AER;

WHEREAS Lexin has advised the Alberta Energy Regulator (AER) that it is unable to provide care & custody over its some well licences;

WHEREAS the Licensee has not fully complied with Order 201606-02 issued under section 22 of the OGCA on June 15, 2016. Specifically, it has not cleaned up bags of spent catalyst;

WHEREAS the licensee has not fully complied with Order 201608-01 issued under section 113 of the *Environmental Protection and Enhancement Act (EPEA)*, section 27 of the OGCA, and section 23 of the *Pipeline Act* on August 9, 2016. Specifically, it has not developed and submitted plans for monitoring and responding to incidents and emergencies at its Mazeppa Facility, licence no. 2588;

WHEREAS the Licensee has not complied with Order 201610-03 issued under section 104 of the OGCA, section 113 and 241 of (EPEA), and section 8.050 of the *Oil and Gas Conservation Rules (OCGR)* on October 25, 2016. Specifically, it has not cleaned up a hydrocarbon spill at its Mazeppa facility;

WHEREAS the Licensee remains in non-compliance with Closure/Abandonment Orders AD 2016-21 issued under the OGCA for failure to prove to the satisfaction of the AER that it has a valid entitlement to the right of access pursuant to section 3.012(a) of the *Oil and Gas Conservation Rules (OCGR)*;

WHEREAS the Licensee remains in non-compliance with Closure/Abandonment Order AD 2016-22 issued under the OGCA for failure to prove to the satisfaction of the AER that it has a valid entitlement to the right to produce the subject wells pursuant to section 16 of the OGCA;

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WHEREAS the Licensee failed to submit its security deposit as required by section 1.100(2) of the *OGCR, Directive 006: Licensee Liability Rating (LLR) Program and Licence Transfer Process*, and a Notice of Noncompliance dated September 8, 2016;

WHEREAS the Licensee has failed to pay its proportionate share of both 2016 Orphan Fund Levies plus the 20 percent penalties as required by section 74 of the *OGCA* and section 16.530 of the *OGCR*, and Notices of Noncompliance dated May 3, 2016 and September 21, 2016,

WHEREAS the Licensee has failed to provide the 2016 Administration Fee plus the 20 percent penalty as required by section 29 of the *Responsible Energy Development Act (REDA)* and section 7(2) of the *Alberta Energy Regulator Administration Fees Rules*;

WHEREAS the Alberta Energy Regulator (AER) has concerns about the ability of the Licensee to provide care and custody of the wells, facilities and pipelines outlined in Clauses 1, 2, 3, 4 and 5;

WHEREAS the parties identified in Schedule A: Licensed Properties, attached to this Order, are working interest participants (the Working Interest Participants) in various wells and facilities listed in Clauses 1, 2 and 3 as identified in Schedule A: Licensed Properties, attached to this Order;

WHEREAS the AER ordered select well and pipeline licences to be suspended and abandoned under Abandonment Order No. AD 2016-21 as outlined in Clauses 2 and 5 and the requirements of that order remain in effect;

WHEREAS the AER ordered select well licences to be suspended and abandoned under Abandonment Order No. AD 2016-22 as outlined in Clause 3 and the requirements of that order remain in effect;

THEREFORE, pursuant to s. 27 and s. 106(3) of the *OGCA*, RSA 2000, c. O-6; s. 12 of the *Pipeline Act*, RSA 2000, c. P-15; and *REDA*, SA 2012, c. R-17.3, the AER hereby orders as follows:

1. The subject well and facility licences are suspended and operations of the associated sites are suspended and shall not be resumed unless this Order is rescinded:

Wells

Licence No	Surface Location
W0003288	12-19-021-28W4
W0009159	10-36-020-29W4
W0009613	10-31-020-28W4
W0010331	06-04-016-27W4
W0013028	12-19-018-29W4
W0016355	11-06-021-28W4

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W0017688	10-25-021-29W4
W0020028	10-21-020-27W4
W0021608	14-12-021-28W4
W0025463	11-07-021-28W4
W0026356	10-23-019-28W4
W0030770	10-01-020-01W5
W0031415	07-33-023-28W4
W0031683	06-21-019-28W4
W0034010	10-20-016-29W4
W0034652	06-29-022-28W4
W0035556	06-02-019-28W4
W0036157	07-35-021-29W4
W0036158	11-20-020-28W4
W0036284	10-13-022-29W4
W0037686	06-34-023-28W4
W0038033	11-24-022-29W4
W0048121	10-32-020-27W4
W0052408	06-33-009-02W5
W0054022	07-04-021-28W4
W0056188	07-11-020-27W4
W0058136	11-01-031-23W4
W0058591	06-14-018-26W4
W0059940	11-12-031-23W4
W0060346	06-08-016-21W4
W0062021	10-10-019-28W4
W0064585	10-16-020-27W4
W0065530	06-15-020-27W4
W0068660	11-10-020-27W4
W0068930	14-15-020-27W4
W0069808	06-22-020-27W4
W0070039	06-11-017-28W4
W0070389	08-15-020-27W4
W0071978	14-15-020-27W4
W0072655	10-01-016-21W4
W0074629	06-14-020-27W4
W0074644	10-13-021-28W4
W0075064	16-15-020-27W4
W0075389	16-09-020-27W4

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W0075522	08-22-020-27W4
W0075528	11-36-021-29W4
W0075653	07-32-020-28W4
W0075680	11-29-020-28W4
W0076335	08-26-019-27W4
W0079035	06-08-020-19W4
W0081195	11-01-022-29W4
W0081898	12-06-017-29W4
W0086802	11-09-020-28W4
W0087510	05-25-012-17W4
W0090635	14-16-020-28W4
W0090779	09-05-020-28W4
W0092247	08-32-017-21W4
W0092338	06-28-017-23W4
W0092627	16-28-019-28W4
W0092723	04-33-020-28W4
W0095414	14-13-018-25W4
W0095779	14-29-019-28W4
W0098862	06-14-019-28W4
W0099618	06-15-021-27W4
W0100492	11-27-019-28W4
W0111397	07-08-020-28W4
W0114033	16-28-019-28W4
W0114182	11-34-018-28W4
W0114183	15-15-019-28W4
W0114184	10-04-020-28W4
W0114210	15-22-019-28W4
W0115564	07-34-019-28W4
W0117059	08-10-017-22W4
W0117983	14-10-017-22W4
W0119636	06-10-017-22W4
W0122177	04-15-020-23W4
W0123141	14-10-020-23W4
W0131762	09-18-023-04W5
W0133197	03-12-016-21W4
W0133814	16-10-020-23W4
W0134245	08-29-020-27W4
W0134743	08-10-020-23W4

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W0135074	06-23-020-27W4
W0135189	05-31-020-03W5
W0135226	10-10-021-27W4
W0138292	08-03-021-27W4
W0140132	16-09-054-14W5
W0140172	15-01-016-21W4
W0140588	16-27-019-27W4
W0140686	07-11-021-27W4
W0141805	08-02-016-21W4
W0142972	01-33-019-21W4
W0147399	04-15-020-23W4
W0150242	04-34-019-21W4
W0153075	14-11-017-23W4
W0155526	11-08-020-19W4
W0155741	11-08-020-19W4
W0156639	07-10-016-16W4
W0163557	06-21-020-27W4
W0167155	03-19-018-22W4
W0168304	03-20-021-28W4
W0168555	08-20-035-24W4
W0172522	14-16-020-27W4
W0173378	13-21-020-27W4
W0174375	16-20-020-27W4
W0174675	08-17-016-21W4
W0176241	08-10-017-28W4
W0176640	16-13-017-23W4
W0177460	10-21-023-28W4
W0179609	10-21-023-28W4
W0181274	10-21-023-28W4
W0182704	14-16-023-28W4
W0185107	16-26-018-23W4
W0187666	14-03-021-27W4
W0189985	04-10-023-28W4
W0190051	15-26-019-29W4
W0191205	12-20-022-28W4
W0191674	12-24-016-16W4
W0191716	07-16-020-27W4
W0192484	10-35-019-29W4

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W0197905	01-28-020-27W4
W0200491	14-17-018-25W4
W0203083	07-10-018-26W4
W0203704	10-21-023-28W4
W0204742	05-10-020-27W4
W0205299	02-24-012-02W5
W0205865	11-02-017-28W4
W0205881	11-29-022-28W4
W0207000	08-08-016-27W4
W0209323	08-18-019-26W4
W0209552	07-01-031-23W4
W0209558	13-23-018-25W4
W0212209	07-19-022-28W4
W0213449	16-23-019-29W4
W0213821	06-34-018-23W4
W0214174	12-06-018-22W4
W0214266	03-28-023-28W4
W0214366	07-10-017-28W4
W0214752	15-06-018-26W4
W0214859	15-18-018-29W4
W0215048	16-21-020-27W4
W0216482	16-29-016-28W4
W0216989	13-25-019-29W4
W0217885	01-25-018-30W4
W0218442	05-08-021-27W4
W0218774	15-29-020-27W4
W0219366	06-10-021-27W4
W0221070	10-33-016-29W4
W0221502	08-22-020-27W4
W0221740	16-12-016-25W4
W0221908	10-16-020-27W4
W0223044	07-26-018-23W4
W0223074	12-12-030-23W4
W0223078	01-04-016-27W4
W0223109	05-01-030-23W4
W0223115	07-29-016-29W4
W0223721	16-10-020-27W4
W0223766	16-09-020-27W4

Inquiries 1-855-297-8311
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W0224079	10-32-020-27W4
W0224269	11-29-020-27W4
W0224276	16-21-020-27W4
W0224308	07-20-020-27W4
W0224314	08-28-020-27W4
W0225060	06-04-017-29W4
W0225252	09-04-016-27W4
W0225427	03-24-018-28W4
W0226236	13-20-018-26W4
W0226381	12-23-020-27W4
W0227331	01-20-017-25W4
W0227882	15-16-018-26W4
W0228304	15-30-016-29W4
W0228783	05-17-017-29W4
W0229077	08-04-016-28W4
W0229550	01-08-017-29W4
W0229599	16-31-020-27W4
W0230320	07-30-018-26W4
W0230800	16-13-019-01W5
W0233618	10-04-016-27W4
W0233619	02-20-017-29W4
W0234834	04-09-017-29W4
W0236245	14-24-016-01W5
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W0249662	16-08-018-26W4
W0250321	10-07-020-27W4
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W0254529	11-36-020-27W4
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W0254658	03-12-021-27W4

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W0258942	07-11-019-24W4
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W0259694	04-02-018-29W4
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W0260364	08-25-016-30W4
W0260491	05-20-018-29W4
W0260729	12-16-017-29W4
W0260935	16-28-017-29W4
W0261496	09-22-018-24W4
W0262831	10-18-014-29W4
W0264926	01-17-018-29W4
W0265636	15-34-018-27W4

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W0274193	08-22-021-27W4

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W0274194	12-11-021-27W4
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W0282193	16-27-014-01W5

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W0282668	16-11-019-28W4
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W0295233	01-19-020-26W4
W0295384	16-31-019-27W4
W0295386	03-23-021-27W4
W0295429	06-07-017-27W4

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W0304600	02-07-018-26W4
W0304751	12-24-016-28W4
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24-hour
emergency 1800-222-6514

W0305482	09-09-018-24W4
W0305502	15-16-018-29W4
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W0310459	01-17-018-25W4
W0310471	12-03-018-25W4
W0310682	11-12-020-27W4
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W0312857	15-07-018-24W4
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W0316695	07-34-018-24W4
W0317188	15-34-014-27W4
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W0317473	06-16-018-24W4
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W0318286	01-24-016-29W4
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W0318690	08-17-018-26W4
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W0321166	07-21-021-27W4
W0321588	15-21-018-29W4
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W0321969	10-30-018-26W4
W0321970	16-32-018-26W4
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W0324593	13-18-016-28W4
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W0325447	09-25-016-17W4
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W0325910	12-36-017-22W4
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W0326336	10-35-017-22W4
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W0326537	12-17-020-26W4
W0326948	05-27-020-26W4
W0327029	06-33-019-26W4
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W0327173	11-36-015-25W4

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W0328971	09-11-018-26W4
W0328973	08-11-018-26W4
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W0329928	16-12-015-25W4
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W0330686	05-12-018-28W4
W0330737	13-05-023-27W4
W0330738	05-12-019-27W4
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W0331035	06-17-021-27W4
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W0331101	15-12-030-23W4
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W0331776	14-28-019-26W4
W0331909	14-11-019-29W4
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W0333208	02-02-016-27W4
W0333275	14-09-008-01W5
W0333309	12-27-023-03W5
W0333382	07-20-023-02W5
W0333384	15-09-023-02W5
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W0333569	07-08-018-27W4
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W0334125	09-17-018-29W4
W0334158	15-09-017-29W4
W0334238	06-26-019-27W4
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W0334241	07-20-018-27W4
W0334384	05-11-019-28W4

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W0334662	06-31-018-24W4
W0334748	12-26-016-17W4
W0335576	16-02-017-26W4
W0335577	10-10-017-26W4
W0335590	06-08-017-26W4
W0335594	13-07-016-28W4
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W0335963	05-01-019-28W4
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W0337864	16-16-017-23W4

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W0338001	15-23-017-23W4
W0338047	15-17-016-23W4
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W0338349	01-31-015-24W4
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W0338944	10-29-019-24W4
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W0339059	16-15-017-23W4
W0339486	14-36-017-22W4
W0339713	08-16-016-25W4
W0340075	03-06-021-27W4
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W0341991	07-11-018-27W4
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W0342102	06-29-015-25W4
W0342228	06-15-020-26W4
W0342372	07-12-015-25W4
W0342499	03-36-019-29W4
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W0342866	10-11-015-24W4
W0342910	11-31-020-27W4

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W0345606	13-05-017-29W4
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W0347281	13-22-015-24W4
W0347439	01-03-016-25W4
W0347504	11-03-016-25W4
W0347650	09-20-015-24W4
W0347783	10-10-019-22W4
W0347862	13-20-018-21W4
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W0348113	15-05-016-24W4
W0348228	06-36-018-26W4
W0348415	14-28-015-25W4

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W0348972	07-31-019-27W4
W0348999	08-32-015-25W4
W0349274	02-15-019-29W4
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emergency 1-800-222-6514

W0353618	11-07-018-26W4
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emergency 1800-222-6514

W0356872	02-02-015-25W4
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W0357033	12-32-016-29W4
W0357233	16-09-002-23W4
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W0357986	15-02-019-01W5
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W0359946	12-15-030-23W4
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W0360105	01-34-029-23W4
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W0361587	01-04-018-25W4
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W0362158	07-01-030-23W4
W0362175	16-33-014-25W4

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emergency 1-800-222-6514

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W0362483	13-24-018-26W4
W0362528	14-31-016-29W4
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W0364378	05-23-018-25W4
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W0365331	01-10-019-22W4
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W0374050	13-14-017-26W4
W0374137	05-31-017-27W4

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24-hour
emergency MDO-222-6514

W0374307	08-16-017-26W4
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W0378897	11-29-017-24W4
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W0379281	09-17-018-25W4
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W0379740	13-28-020-27W4
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W0380080	13-18-030-22W4
W0380081	16-23-030-23W4
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W0380115	14-05-021-27W4
W0380132	15-13-030-23W4
W0380148	02-22-030-23W4
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W0380266	08-13-018-25W4
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W0381205	05-04-020-27W4
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W0383257	01-01-017-25W4
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W0383271	13-17-030-22W4
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W0383330	15-19-017-25W4
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W0387347	06-33-020-28W4
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W0388870	13-31-016-28W4
W0388937	06-17-020-24W4
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W0390165	12-26-019-27W4
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W0394048	14-06-019-27W4
W0394372	09-14-020-27W4

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W0394465	06-29-017-26W4
W0394466	08-29-017-26W4
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W0395607	05-36-029-23W4
W0395644	16-01-016-23W4
W0395646	16-11-016-23W4
W0395648	01-35-015-23W4
W0395686	06-10-016-23W4
W0395794	13-27-018-29W4
W0395831	05-21-018-24W4
W0395854	05-20-017-24W4
W0395957	08-02-021-27W4
W0395960	08-02-021-27W4
W0396000	13-21-019-27W4
W0396094	05-12-017-26W4
W0396095	03-34-020-26W4
W0396096	11-12-020-27W4

Inquiries 1-855-297-8311
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W0396097	16-11-020-27W4
W0396101	11-02-021-27W4
W0396158	16-33-019-27W4
W0396159	05-05-020-24W4
W0396213	16-04-021-27W4
W0396256	08-02-017-26W4
W0396257	01-01-021-27W4
W0396379	05-36-019-23W4
W0396380	09-21-017-26W4
W0396407	07-12-017-26W4
W0396409	12-12-017-26W4
W0396449	06-32-016-28W4
W0396604	11-14-017-28W4
W0396652	11-18-017-29W4
W0397210	12-05-019-24W4
W0397213	01-27-020-26W4
W0397256	06-18-020-27W4
W0397263	11-31-020-26W4
W0397622	16-03-015-25W4
W0397778	11-01-017-23W4
W0397960	12-24-020-26W4
W0398016	12-24-020-26W4
W0398019	12-24-020-26W4
W0398020	09-10-030-23W4
W0398021	08-11-030-22W4
W0398033	10-05-007-01W5
W0398377	05-13-030-23W4
W0398637	06-14-020-26W4
W0398639	06-14-020-26W4
W0398640	08-29-020-27W4
W0398641	06-14-020-26W4
W0398710	02-03-020-27W4
W0398784	10-30-020-27W4
W0398894	15-31-030-22W4
W0398895	14-31-030-22W4
W0398902	05-31-030-22W4
W0398903	02-31-030-22W4
W0398987	06-34-029-23W4

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W0399002	01-14-020-27W4
W0399068	09-22-020-27W4
W0399122	06-22-020-27W4
W0399130	06-18-020-27W4
W0399339	13-07-017-28W4
W0399407	09-13-021-28W4
W0399408	01-11-021-28W4
W0399409	08-14-021-28W4
W0399436	06-23-020-27W4
W0399437	06-23-020-27W4
W0399438	08-03-021-28W4
W0399480	05-01-021-28W4
W0399512	12-33-019-24W4
W0399513	01-32-019-24W4
W0399533	05-29-019-24W4
W0399554	08-01-021-28W4
W0399581	13-18-019-26W4
W0399642	08-24-020-27W4
W0399667	01-04-020-26W4
W0399897	10-12-018-27W4
W0399935	14-22-017-26W4
W0399997	09-05-021-27W4
W0400043	14-14-018-26W4
W0400118	04-14-015-25W4
W0400122	12-01-015-25W4
W0400262	02-01-021-28W4
W0400276	16-14-018-26W4
W0400443	14-16-018-26W4
W0400467	10-17-014-24W4
W0400576	09-05-017-29W4
W0400782	01-26-018-26W4
W0400879	15-31-014-24W4
W0400924	16-04-019-26W4
W0401067	02-19-014-24W4
W0401190	11-19-007-01W5
W0401258	07-06-019-26W4
W0401441	12-24-018-27W4
W0401570	16-28-018-27W4

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W0401578	09-24-018-27W4
W0401681	08-34-018-27W4
W0407159	03-03-010-03W5
W0419301	07-10-018-24W4
W0419372	09-13-021-28W4
W0419393	08-03-021-28W4
W0419394	08-03-021-28W4
W0419395	08-03-021-28W4
W0419669	13-35-020-28W4
W0419680	05-25-020-28W4
W0421603	07-09-007-01W5
W0422274	04-16-007-01W5
W0423877	13-02-019-23W4
W0423966	04-28-015-25W4
W0427042	13-35-017-23W4
W0436263	02-13-019-24W4
W0437332	16-25-018-23W4
W0439631	16-27-017-23W4

Facilities

Licence No.	Surface Location
F17874	12-35-108-09W6
F20885	11-02-017-28W4
F20886	01-23-018-29W4
F20887	06-15-020-27W4
F20888	10-16-020-27W4
F2089	06-04-016-27W4
F20890	10-21-020-27W4
F20891	06-21-020-27W4
F20892	01-28-020-27W4
F20893	08-29-020-27W4
F20894	10-32-020-27W4
F20895	10-10-021-27W4
F20896	07-04-021-28W4
F2239	02-04-017-29W4
F2420	01-25-018-30W4

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F2421	01-25-018-30W4
F25067	16-30-018-26W4
F25101	06-11-017-28W4
F25302	02-24-012-02W5
F2576	01-33-019-21W4
F2588	01-35-019-28W4
F25918	02-20-017-29W4
F26018	08-26-019-27W4
F26087	16-05-018-25W4
F26438	05-08-020-27W4
F27045	04-11-017-25W4
F27046	05-01-017-25W4
F27451	06-14-020-26W4
F27552	11-15-018-29W4
F27689	15-34-018-27W4
F28117	10-15-021-27W4
F2813	11-08-020-19W4
F2837	14-10-020-23W4
F2865	06-15-020-27W4
F2866	06-15-020-27W4
F29282	05-08-021-27W4
F29341	06-29-022-28W4
F29347	09-17-019-27W4
F29735	11-29-022-28W4
F30399	14-30-016-28W4
F30500	04-01-017-23W4
F3067	14-03-021-27W4
F30715	12-04-018-26W4
F31052	03-25-012-02W5
F31123	05-20-019-27W4
F31207	03-12-016-21W4
F31687	13-34-008-02W5
F32197	16-16-018-24W4
F32460	04-11-018-24W4
F32495	10-13-021-28W4
F32738	10-13-012-02W5
F33748	02-12-016-21W4
F3377	10-21-023-28W4

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F33774	11-31-016-28W4
F3378	10-21-023-28W4
F3379	07-33-023-28W4
F33937	01-02-018-22W4
F33940	07-29-017-23W4
F34339	10-16-042-03W5
F34437	13-17-020-26W4
F34456	04-15-022-27W4
F34763	09-29-015-25W4
F35170	16-09-054-14W5
F35818	03-11-042-04W5
F35833	04-24-016-24W4
F36195	12-30-017-21W4
F36233	06-18-016-27W4
F36247	08-36-016-29W4
F36735	09-29-015-25W4
F36911	11-07-012-01W5
F37170	15-11-030-23W4
F37308	16-04-016-23W4
F37838	15-06-017-28W4
F38466	16-04-015-25W4
F38594	03-05-017-27W4
F38861	05-28-017-29W4
F39228	16-20-034-06W5
F39425	16-19-016-29W4
F39549	16-12-017-29W4
F39764	06-33-020-28W4
F41054	16-20-015-25W4

2. The following well licences ordered suspended under AER Abandonment Order AD 2016-21 remain ordered suspended under this Order:

Licence No.	Surface Location
W0341875	14-25-019-27W4
W0384220	03-16-019-27W4
W0396001	05-21-019-27W4

Inquiries 1-855-297-8311
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emergency 1-800-222-8514

3. The following well licences ordered suspended under AER Abandonment Order AD 2016-22 remain ordered suspended under this Order:

Licence No.	Surface Location
W0354562	15-20-014-24W4
W0326988	09-23-017-22W4
W0310837	01-08-018-21W4
W0304582	07-14-018-24W4
W0365054	07-04-019-29W4
W0239339	10-24-016-30W4
W0270664	13-17-017-22W4
W0278472	01-24-016-30W4
W0300634	01-18-017-28W4
W0303260	14-32-015-23W4
W0311092	14-17-017-22W4
W0327156	11-24-019-01W5
W0327450	01-04-018-28W4
W0327562	08-29-008-01W5
W0331292	16-25-017-22W4
W0334332	12-11-019-01W5
W0334924	11-10-018-28W4
W0335773	07-14-019-01W5
W0338234	02-03-018-28W4
W0340742	03-34-017-28W4
W0364251	05-18-016-23W4
W0395645	02-12-016-23W4
W0187801	06-20-023-28W4

4. The subject pipeline licences are suspended and operations of the associated pipelines are suspended and shall not be resumed unless this Order is rescinded:

Licence No.	Segment	From Location	To Location
P10898	2	11-22-016-17W4	02-34-016-17W4
	3	10-21-016-17W4	11-22-016-17W4
	4	11-23-016-17W4	11-22-016-17W4
	5	10-15-016-17W4	11-22-016-17W4

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	6	05-30-016-16W4	04-30-016-16W4
	7	14-19-016-16W4	04-30-016-16W4
	8	08-27-016-17W4	06-27-016-17W4
	9	09-25-016-17W4	05-30-016-16W4
P14898	3	06-15-020-27W4	06-15-020-27W4
P15006	2	08-15-020-27W4	06-15-020-27W4
P16449	2	08-22-020-27W4	06-15-020-27W4
P16740	1	16-15-020-27W4	06-15-020-27W4
P16773	1	06-14-020-27W4	08-15-020-27W4
	2	06-14-020-27W4	07-11-020-27W4
	3	16-10-020-27W4	08-15-020-27W4
P18302	1	10-21-056-15W4	10-21-056-15W4
P19182	1	05-03-020-27W4	06-15-020-27W4
	3	07-03-020-27W4	05-03-020-27W4
	4	07-02-020-27W4	07-03-020-27W4
	5	16-27-019-27W4	08-26-019-27W4
	6	16-27-019-27W4	07-03-020-27W4
	7	08-03-020-27W4	08-03-020-27W4
	8	02-10-020-27W4	04-10-020-27W4
	9	13-10-020-27W4	13-10-020-27W4
P20909	2	11-12-031-23W4	15-12-031-23W4
	3	15-12-031-23W4	02-13-031-23W4
	4	02-13-031-23W4	07-13-031-23W4
	6	07-13-031-23W4	10-13-031-23W4
	7	11-01-031-23W4	11-12-031-23W4
	8	07-01-031-23W4	11-01-031-23W4
P21643	3	10-10-019-28W4	11-11-019-28W4
P21646	6	11-11-019-28W4	10-10-019-28W4
P23009	1	04-15-020-23W4	14-10-020-23W4
	2	16-10-020-23W4	14-10-020-23W4
	3	04-15-020-23W4	04-15-020-23W4
P23075	1	15-02-020-23W4	02-11-020-23W4
	2	06-11-020-23W4	02-11-020-23W4
P23076	1	14-10-020-23W4	02-11-020-23W4
	2	16-35-019-23W4	15-02-020-23W4
	3	10-10-019-22W4	12-09-019-22W4
	4	12-09-019-22W4	10-08-019-22W4
	5	08-08-019-22W4	12-09-019-22W4

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	6	02-09-019-22W4	05-09-019-22W4
	7	01-10-019-22W4	10-10-019-22W4
	8	09-10-019-22W4	10-10-019-22W4
	9	07-08-019-22W4	08-08-019-22W4
	10	16-09-019-22W4	09-09-019-22W4
	11	12-36-019-23W4	16-35-019-23W4
	12	05-36-019-23W4	12-36-019-23W4
P24162	1	06-23-020-27W4	06-15-020-27W4
P24288	1	03-12-016-21W4	01-09-016-21W4
	3	08-02-016-21W4	09-02-016-21W4
	4	10-01-016-21W4	15-04-016-21W4
	5	15-01-016-21W4	10-01-016-21W4
	6	15-04-016-21W4	01-09-016-21W4
	7	10-01-016-21W4	03-12-016-21W4
	8	02-12-016-21W4	02-12-016-21W4
P24289	1	16-17-019-27W4	06-14-019-28W4
	2	06-18-019-27W4	11-18-019-27W4
	3	13-17-019-27W4	12-17-019-27W4
P24493	1	07-33-023-28W4	07-09-024-28W4
	2	07-33-023-28W4	04-10-023-28W4
P24674	1	07-17-020-23W4	08-17-020-23W4
P24823	1	13-22-019-27W4	07-21-019-27W4
	2	06-21-019-27W4	01-20-019-27W4
	4	08-21-019-27W4	07-21-019-27W4
	5	07-21-019-27W4	06-21-019-27W4
P24848	1	08-24-015-22W4	08-25-014-23W4
P26309	1	11-08-020-19W4	04-08-020-19W4
	2	06-08-020-19W4	11-08-020-19W4
P26507	1	01-33-019-21W4	04-34-019-21W4
P27074	1	06-15-017-22W4	06-35-016-22W4
P27248	1	06-15-020-27W4	08-15-020-27W4
P28351	1	06-34-023-28W4	07-33-023-28W4
P28709	1	07-33-023-28W4	10-21-023-28W4
	2	14-16-023-28W4	10-21-023-28W4
P29168	1	09-18-023-04W5	11-34-023-04W5
P29382	5	14-03-021-27W4	14-03-021-27W4
	6	14-03-021-27W4	14-03-021-27W4
P29583	1	06-15-020-27W4	14-16-020-27W4

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P29609	2	13-21-020-27W4	06-21-020-27W4
P29674	1	10-21-023-28W4	14-16-023-28W4
	2	10-21-023-28W4	03-28-023-28W4
P30225	1	01-28-020-27W4	01-28-020-27W4
P30494	1	14-17-018-25W4	14-17-018-25W4
	2	06-34-018-25W4	08-34-018-25W4
	3	10-34-018-25W4	06-34-018-25W4
P30631	1	16-18-018-25W4	06-14-018-26W4
P30733	1	06-20-023-28W4	10-21-023-28W4
P30826	2	10-21-023-28W4	06-20-023-28W4
P31472	1	13-23-018-25W4	12-15-018-25W4
P31707	1	14-11-018-23W4	14-07-018-22W4
	2	14-07-018-22W4	16-21-018-22W4
	3	03-19-018-22W4	02-19-018-22W4
	4	12-25-018-23W4	16-26-018-23W4
P31933	1	14-13-016-23W4	11-36-015-23W4
P32309	1	15-18-018-29W4	02-19-018-29W4
	2	02-19-018-29W4	12-19-018-29W4
P32391	1	06-34-018-23W4	08-04-019-23W4
P32624	1	08-03-021-27W4	14-03-021-27W4
	2	06-10-021-27W4	06-10-021-27W4
P32955	1	06-22-020-27W4	10-21-020-27W4
P33015	1	11-10-020-27W4	06-15-020-27W4
	2	16-09-020-27W4	11-10-020-27W4
P33016	1	06-15-020-27W4	11-10-020-27W4
	2	11-10-020-27W4	16-09-020-27W4
P33035	1	01-04-016-27W4	06-04-016-27W4
P33036	1	06-04-016-27W4	01-04-016-27W4
	2	06-04-016-27W4	09-04-016-27W4
P33070	1	12-06-018-22W4	14-07-018-22W4
P33110	1	07-26-018-23W4	07-26-018-23W4
P33160	1	08-32-017-21W4	08-04-018-21W4
	2	01-08-018-21W4	01-05-018-21W4
	3	01-05-018-21W4	03-04-018-21W4
	5	03-04-018-21W4	11-21-017-21W4
	6	13-20-018-21W4	01-08-018-21W4
	7	03-20-018-21W4	13-20-018-21W4
	8	02-09-018-21W4	01-08-018-21W4

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P33200	1	10-20-016-29W4	02-04-017-29W4
	2	02-04-017-29W4	03-14-017-28W4
P33267	4	02-28-053-14W5	11-29-053-14W5
P33282	1	07-29-016-29W4	09-29-016-29W4
P33452	2	07-32-020-28W4	06-32-020-28W4
	3	06-32-020-28W4	10-31-020-28W4
P33465	1	08-20-035-24W4	07-20-035-24W4
	2	08-20-035-24W4	04-22-035-24W4
P33623	1	11-29-020-27W4	08-29-020-27W4
	2	08-28-020-27W4	01-28-020-27W4
	3	08-06-021-27W4	10-32-020-27W4
	4	16-09-020-27W4	06-15-020-27W4
	5	08-22-020-27W4	08-22-020-27W4
	7	12-23-020-27W4	08-22-020-27W4
	8	06-02-021-27W4	08-03-021-27W4
	11	11-36-020-27W4	10-36-020-27W4
	12	05-01-021-27W4	11-36-020-27W4
	13	11-31-020-26W4	11-36-020-27W4
	14	05-08-020-27W4	16-09-020-27W4
	15	10-07-020-27W4	05-08-020-27W4
	16	05-08-020-27W4	12-05-020-27W4
	17	06-06-020-27W4	12-05-020-27W4
	19	12-24-020-26W4	06-14-020-26W4
	20	06-23-020-27W4	12-23-020-27W4
	22	12-04-020-27W4	12-05-020-27W4
	23	01-23-020-26W4	04-24-020-26W4
	24	06-14-020-26W4	13-17-020-26W4
	25	15-34-018-27W4	16-30-018-26W4
	26	06-28-018-27W4	15-34-018-27W4
	27	16-09-020-27W4	13-10-020-27W4
	28	02-17-020-27W4	05-08-020-27W4
	29	12-32-019-27W4	06-05-020-27W4
	30	06-05-020-27W4	12-32-019-27W4
	31	16-31-020-27W4	16-31-020-27W4
	32	05-03-019-27W4	09-02-019-27W4
	33	08-20-018-26W4	13-20-018-26W4
	34	01-16-019-27W4	08-09-019-27W4
	35	05-09-019-27W4	05-03-019-27W4

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36	01-12-019-27W4	07-11-019-27W4
37	16-05-018-26W4	12-04-018-26W4
38	15-06-018-26W4	16-05-018-26W4
39	10-29-018-27W4	06-28-018-27W4
40	08-18-019-26W4	01-12-019-27W4
41	08-04-019-27W4	05-03-019-27W4
42	03-34-020-26W4	07-27-020-26W4
43	08-28-020-26W4	05-27-020-26W4
44	08-20-018-26W4	16-17-018-26W4
45	08-20-018-26W4	16-30-018-26W4
46	15-34-018-27W4	09-02-019-27W4
47	09-02-019-27W4	01-16-019-27W4
48	01-16-019-27W4	09-17-019-27W4
49	09-02-019-27W4	15-34-018-27W4
50	01-16-019-27W4	09-17-019-27W4
51	11-16-019-27W4	09-17-019-27W4
52	09-17-019-27W4	12-12-019-28W4
53	05-09-018-26W4	12-09-018-26W4
54	06-36-020-27W4	11-36-020-27W4
55	16-29-017-26W4	08-05-018-26W4
56	14-21-017-26W4	16-29-017-26W4
57	08-26-019-27W4	11-16-019-27W4
58	05-20-019-27W4	09-17-019-27W4
59	06-19-019-27W4	05-20-019-27W4
60	01-20-019-27W4	09-17-019-27W4
61	16-08-018-26W4	08-20-018-26W4
62	07-17-019-27W4	09-17-019-27W4
63	10-31-017-27W4	04-05-018-27W4
64	11-27-019-27W4	08-26-019-27W4
65	16-08-018-26W4	12-04-018-26W4
66	12-04-018-26W4	16-08-018-26W4
67	08-05-018-26W4	12-04-018-26W4
68	08-05-018-26W4	12-04-018-26W4
69	10-06-019-27W4	08-07-019-27W4
70	04-05-018-27W4	08-07-018-27W4
71	07-07-018-27W4	08-08-018-27W4
72	13-17-020-26W4	13-17-020-26W4
73	13-17-020-26W4	13-17-020-26W4

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74	16-05-018-26W4	08-05-018-26W4
75	09-30-019-27W4	05-20-019-27W4
76	01-33-019-27W4	11-27-019-27W4
77	08-07-019-27W4	07-17-019-27W4
78	02-07-020-26W4	11-06-020-26W4
79	13-17-020-26W4	06-23-020-27W4
80	11-36-018-27W4	09-35-018-27W4
81	06-09-018-27W4	03-20-018-27W4
82	11-05-019-27W4	10-06-019-27W4
83	13-13-020-27W4	06-14-020-27W4
84	09-01-019-28W4	10-06-019-27W4
85	11-35-018-28W4	09-01-019-28W4
86	06-12-019-28W4	09-01-019-28W4
87	02-07-018-26W4	15-06-018-26W4
88	11-06-020-26W4	10-01-020-27W4
89	05-08-019-27W4	08-07-019-27W4
90	01-19-017-26W4	13-21-017-26W4
91	13-21-017-26W4	14-21-017-26W4
92	05-33-017-27W4	04-05-018-27W4
93	10-14-020-26W4	10-14-020-26W4
94	10-01-020-27W4	07-02-020-27W4
95	09-34-020-27W4	08-03-021-27W4
97	06-14-018-27W4	12-11-018-27W4
98	10-10-018-27W4	12-11-018-27W4
99	15-03-019-27W4	10-03-019-27W4
100	16-20-018-26W4	08-20-018-26W4
101	14-03-018-26W4	12-04-018-26W4
102	16-08-017-26W4	13-21-017-26W4
103	09-07-018-26W4	02-07-018-26W4
104	05-02-019-27W4	12-02-019-27W4
105	11-12-020-27W4	07-11-020-27W4
106	16-06-020-26W4	02-07-020-26W4
107	10-30-018-26W4	10-30-018-26W4
108	07-08-018-26W4	16-08-018-26W4
109	16-32-018-26W4	08-32-018-26W4
110	12-05-018-26W4	16-05-018-26W4
111	01-06-018-26W4	12-05-018-26W4
112	03-23-020-26W4	06-14-020-26W4

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113	01-24-020-26W4	04-24-020-26W4
114	15-11-019-27W4	07-11-019-27W4
115	10-29-019-27W4	09-30-019-27W4
116	11-28-019-27W4	10-29-019-27W4
117	16-13-020-28W4	06-18-020-27W4
118	09-22-020-26W4	08-22-020-26W4
119	08-22-020-26W4	03-23-020-26W4
120	01-23-020-26W4	03-23-020-26W4
121	07-34-020-26W4	03-34-020-26W4
122	07-06-019-26W4	11-36-018-27W4
123	05-17-019-27W4	05-17-019-27W4
124	12-32-020-26W4	04-31-020-26W4
125	10-28-020-26W4	08-28-020-26W4
126	08-09-019-27W4	08-09-019-27W4
127	12-17-020-26W4	13-17-020-26W4
128	05-12-018-28W4	07-07-018-27W4
129	06-07-020-26W4	12-17-020-26W4
130	05-12-019-27W4	05-12-019-27W4
131	11-06-018-27W4	09-06-018-27W4
132	11-24-019-28W4	06-19-019-27W4
133	06-26-019-27W4	06-26-019-27W4
134	15-20-020-26W4	10-19-020-26W4
135	01-19-020-26W4	13-17-020-26W4
136	05-27-020-26W4	05-27-020-26W4
137	05-27-020-26W4	07-27-020-26W4
138	10-19-020-26W4	01-19-020-26W4
139	05-27-020-26W4	07-27-020-26W4
140	07-27-020-26W4	06-14-020-26W4
141	11-31-020-26W4	04-31-020-26W4
142	06-23-020-27W4	06-15-020-27W4
143	11-05-018-27W4	04-05-018-27W4
145	05-16-019-27W4	07-17-019-27W4
146	05-01-019-28W4	09-01-019-28W4
147	07-08-018-27W4	07-08-018-27W4
148	07-03-021-26W4	07-34-020-26W4
149	03-18-018-27W4	07-07-018-27W4
150	11-19-017-26W4	01-19-017-26W4
151	03-16-018-27W4	06-09-018-27W4

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152	03-06-019-26W4	07-06-019-26W4
153	11-04-019-26W4	16-32-018-26W4
154	11-02-019-26W4	12-03-019-26W4
156	05-07-019-27W4	08-07-019-27W4
157	04-31-020-26W4	10-19-020-26W4
158	06-15-020-26W4	06-14-020-26W4
159	01-04-019-27W4	08-04-019-27W4
160	03-28-020-27W4	08-29-020-27W4
161	05-29-020-27W4	08-29-020-27W4
162	02-07-020-27W4	10-07-020-27W4
163	10-30-020-27W4	05-29-020-27W4
164	13-24-019-28W4	11-24-019-28W4
165	07-21-017-26W4	14-21-017-26W4
166	11-07-018-26W4	11-07-018-26W4
167	01-01-021-27W4	11-31-020-26W4
168	03-06-021-27W4	11-31-020-27W4
169	11-31-020-27W4	10-32-020-27W4
170	04-07-018-26W4	02-07-018-26W4
171	07-06-018-26W4	01-06-018-26W4
172	02-07-020-26W4	06-07-020-26W4
173	07-06-020-27W4	06-06-020-27W4
174	03-08-018-26W4	07-08-018-26W4
175	02-05-018-26W4	12-05-018-26W4
176	14-05-018-26W4	03-08-018-26W4
177	11-08-018-26W4	07-08-018-26W4
178	12-29-018-27W4	10-29-018-27W4
179	07-14-018-27W4	06-14-018-27W4
180	09-14-018-27W4	07-14-018-27W4
181	03-30-018-26W4	07-30-018-26W4
182	05-13-020-27W4	13-13-020-27W4
183	12-06-020-26W4	11-06-020-26W4
184	06-24-020-27W4	08-24-020-27W4
185	07-13-020-27W4	05-13-020-27W4
186	06-25-019-27W4	08-26-019-27W4
187	10-20-018-26W4	08-20-018-26W4
188	12-06-019-27W4	12-06-019-27W4
189	05-06-020-26W4	12-06-020-26W4
190	05-24-020-27W4	06-24-020-27W4

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191	05-06-018-26W4	07-06-018-26W4
192	16-20-020-27W4	08-29-020-27W4
193	08-24-020-27W4	01-19-020-26W4
194	11-17-018-26W4	08-17-018-26W4
195	07-04-018-26W4	12-04-018-26W4
196	02-04-018-26W4	07-04-018-26W4
197	16-11-020-27W4	15-11-020-27W4
199	06-17-018-26W4	08-17-018-26W4
201	06-27-019-27W4	11-27-019-27W4
202	14-30-019-27W4	09-30-019-27W4
203	07-31-019-27W4	09-30-019-27W4
204	16-13-020-27W4	01-24-020-27W4
205	16-33-020-28W4	15-33-020-28W4
206	01-32-020-26W4	05-32-020-26W4
207	13-13-020-27W4	02-24-020-27W4
208	07-05-018-27W4	04-05-018-27W4
209	14-11-020-28W4	10-14-020-28W4
210	10-14-020-28W4	16-13-020-28W4
211	15-36-019-27W4	05-06-020-26W4
212	03-29-020-27W4	06-29-020-27W4
213	03-07-020-27W4	02-07-020-27W4
214	02-33-017-27W4	05-33-017-27W4
215	16-28-017-27W4	02-33-017-27W4
216	05-31-017-27W4	10-31-017-27W4
217	08-19-019-27W4	05-20-019-27W4
218	09-20-019-27W4	05-20-019-27W4
219	07-01-021-27W4	01-01-021-27W4
220	09-17-020-27W4	02-17-020-27W4
222	13-36-017-28W4	01-02-018-28W4
223	09-30-020-27W4	09-30-020-27W4
225	08-16-017-26W4	10-10-017-26W4
226	10-10-017-26W4	12-14-017-26W4
227	13-14-017-26W4	11-14-017-26W4
228	11-14-017-26W4	07-21-017-26W4
229	09-22-017-26W4	01-22-017-26W4
230	01-22-017-26W4	16-15-017-26W4
231	01-33-019-27W4	11-28-019-27W4
232	10-09-020-27W4	16-09-020-27W4

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233	07-08-020-27W4	10-08-020-27W4
234	05-04-020-27W4	05-04-020-27W4
235	06-06-021-27W4	03-06-021-27W4
236	09-08-020-27W4	15-08-020-27W4
237	15-04-020-27W4	12-04-020-27W4
238	15-15-020-28W4	11-14-020-28W4
239	15-07-019-27W4	16-07-019-27W4
240	10-05-019-27W4	11-05-019-27W4
241	09-10-017-26W4	10-10-017-26W4
242	05-01-020-28W4	07-01-020-28W4
243	08-20-019-27W4	08-20-019-27W4
245	12-26-019-27W4	06-26-019-27W4
246	02-07-019-27W4	02-07-019-27W4
247	07-18-019-27W4	08-18-019-27W4
248	15-02-019-27W4	16-02-019-27W4
249	07-27-019-27W4	07-27-019-27W4
250	11-04-019-27W4	08-04-019-27W4
251	04-36-020-27W4	06-36-020-27W4
252	13-28-020-27W4	09-29-020-27W4
253	09-29-020-27W4	08-29-020-27W4
254	14-32-020-27W4	11-32-020-27W4
255	07-03-019-27W4	10-03-019-27W4
256	03-30-020-27W4	10-30-020-27W4
257	03-09-019-27W4	06-09-019-27W4
258	15-33-020-28W4	06-33-020-28W4
259	15-21-019-27W4	13-21-019-27W4
260	13-21-019-27W4	09-20-019-27W4
261	05-03-019-27W4	05-03-019-27W4
262	06-17-020-27W4	02-17-020-27W4
263	06-29-017-26W4	08-29-017-26W4
264	08-29-017-26W4	14-21-017-26W4
265	16-06-019-27W4	10-06-019-27W4
266	16-33-019-27W4	01-33-019-27W4
267	14-06-019-27W4	12-06-019-27W4
268	04-33-019-27W4	03-33-019-27W4
269	14-29-017-26W4	06-29-017-26W4
270	09-21-017-26W4	07-21-017-26W4
271	11-02-021-27W4	06-02-021-27W4

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	272	08-02-021-27W4	06-02-021-27W4
	273	01-14-020-27W4	02-14-020-27W4
	274	09-14-020-27W4	08-14-020-27W4
	275	09-22-020-27W4	12-23-020-27W4
	276	11-36-019-27W4	15-36-019-27W4
	277	08-01-021-28W4	03-06-021-27W4
	278	02-01-021-28W4	01-01-021-28W4
	279	05-01-021-28W4	02-01-021-28W4
	280	01-11-021-28W4	05-01-021-28W4
	281	14-22-017-26W4	09-22-017-26W4
	282	12-32-019-27W4	07-31-019-27W4
	283	12-05-020-27W4	06-05-020-27W4
	284	10-32-019-27W4	12-32-019-27W4
	285	07-08-020-28W4	08-09-020-28W4
	286	10-04-020-28W4	07-09-020-28W4
	287	08-09-020-28W4	14-11-020-28W4
P33638	1	07-04-021-28W4	07-32-020-28W4
P33655	1	06-04-017-29W4	10-33-016-29W4
P33656	1	06-04-017-29W4	02-04-017-29W4
	2	10-33-016-29W4	02-04-017-29W4
P33700	2	10-04-016-27W4	06-04-016-27W4
P34413	17	14-08-023-27W4	03-17-023-27W4
	25	04-03-023-27W4	16-04-023-27W4
	30	11-29-022-28W4	06-29-022-28W4
	44	13-05-023-27W4	16-04-023-27W4
P34436	1	09-05-017-29W4	02-04-017-29W4
P34480	1	08-25-079-07W6	14-24-079-07W6
P34483	1	15-30-016-29W4	09-29-016-29W4
	2	16-29-016-29W4	09-29-016-29W4
P34493	1	08-08-016-27W4	06-04-016-27W4
P34494	1	16-29-014-14W4	16-29-014-14W4
P34523	1	06-14-018-26W4	13-20-018-26W4
	2	13-20-018-26W4	16-30-018-26W4
	3	09-09-018-26W4	16-08-018-26W4
	4	16-08-018-26W4	16-08-018-26W4
	5	07-10-018-26W4	14-03-018-26W4
	6	15-06-018-26W4	01-13-018-26W4
	7	16-24-017-26W4	13-19-017-25W4

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P34551	8	09-02-019-27W4	15-34-018-27W4
	9	07-11-019-27W4	09-02-019-27W4
	10	08-32-018-27W4	02-33-018-27W4
	11	02-33-018-27W4	01-33-018-27W4
	12	06-16-018-26W4	08-17-018-26W4
	13	10-02-018-26W4	05-01-018-26W4
	14	03-20-018-27W4	06-28-018-27W4
	15	12-11-018-27W4	09-11-018-27W4
	16	10-25-020-27W4	06-36-020-27W4
	17	06-18-020-27W4	10-07-020-27W4
	18	04-19-020-27W4	06-18-020-27W4
	19	08-17-018-26W4	08-17-018-26W4
	20	16-17-018-26W4	16-08-018-26W4
	21	07-20-018-27W4	03-20-018-27W4
	22	07-11-018-27W4	10-11-018-27W4
	23	09-11-018-27W4	16-12-018-27W4
	24	06-36-018-27W4	11-36-018-27W4
	25	16-07-020-27W4	15-07-020-27W4
	26	03-07-020-27W4	03-07-020-27W4
	27	02-07-020-27W4	02-07-020-27W4
	28	09-25-020-27W4	10-25-020-27W4
	29	09-25-020-27W4	10-25-020-27W4
	1	04-09-017-29W4	09-05-017-29W4
	4	05-15-017-29W4	03-16-017-29W4
	5	07-17-017-29W4	07-17-017-29W4
	6	03-16-017-29W4	07-17-017-29W4
	7	05-33-016-29W4	04-33-016-29W4
	10	06-22-017-29W4	11-22-017-29W4
	11	05-21-017-29W4	02-20-017-29W4
	13	11-27-017-29W4	12-22-017-29W4
	14	07-02-020-27W4	07-11-020-27W4
	15	01-25-019-27W4	08-26-019-27W4
	16	04-29-019-26W4	01-25-019-27W4
	17	09-28-019-26W4	04-29-019-26W4
	25	08-29-017-29W4	02-20-017-29W4
	26	16-28-017-29W4	11-27-017-29W4
	27	12-16-017-29W4	03-16-017-29W4
	30	14-19-016-29W4	16-19-016-29W4

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31	11-15-017-29W4	05-15-017-29W4
32	11-28-017-29W4	08-29-017-29W4
33	12-22-017-29W4	12-22-017-29W4
34	12-22-017-29W4	12-22-017-29W4
35	12-22-017-29W4	05-21-017-29W4
37	15-09-017-29W4	03-16-017-29W4
40	06-33-017-29W4	14-33-017-29W4
41	01-12-017-29W4	03-14-017-28W4
42	16-19-016-29W4	16-19-016-29W4
43	01-12-017-29W4	03-12-017-29W4
44	01-12-017-29W4	03-12-017-29W4
45	03-12-017-29W4	01-12-017-29W4
46	02-04-017-29W4	03-12-017-29W4
47	02-04-017-29W4	03-12-017-29W4
48	11-04-017-29W4	06-04-017-29W4
49	11-31-016-28W4	01-12-017-29W4
50	14-30-016-28W4	11-31-016-28W4
51	08-36-016-29W4	11-31-016-28W4
52	10-25-016-29W4	14-30-016-28W4
54	09-24-016-29W4	10-25-016-29W4
56	05-18-016-28W4	09-24-016-29W4
57	05-07-017-28W4	01-12-017-29W4
58	15-16-017-29W4	12-16-017-29W4
59	01-09-017-29W4	11-04-017-29W4
61	09-13-016-29W4	09-13-016-29W4
62	01-24-016-29W4	01-24-016-29W4
63	08-25-016-29W4	10-25-016-29W4
64	03-31-016-28W4	03-31-016-28W4
65	05-28-017-29W4	08-29-017-29W4
66	01-05-018-29W4	09-05-018-29W4
67	13-18-016-28W4	16-13-016-29W4
68	01-12-017-29W4	11-31-016-28W4
70	06-07-017-28W4	05-07-017-28W4
71	04-36-019-27W4	01-35-019-27W4
72	06-01-017-29W4	08-01-017-29W4
73	08-01-017-29W4	16-36-016-29W4
74	14-36-016-29W4	16-36-016-29W4
75	16-36-016-29W4	08-36-016-29W4

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	76	04-33-016-29W4	04-33-016-29W4
	79	07-02-020-27W4	08-26-019-27W4
	81	05-17-017-29W4	07-17-017-29W4
	82	07-17-017-29W4	02-04-017-29W4
	83	15-06-017-28W4	06-07-017-28W4
	84	11-27-017-29W4	15-33-017-29W4
	85	09-18-017-29W4	05-17-017-29W4
	86	13-05-017-29W4	09-05-017-29W4
	87	02-20-017-29W4	07-17-017-29W4
	88	12-32-016-29W4	11-32-016-29W4
	89	16-25-016-30W4	14-19-016-29W4
	90	13-32-016-28W4	14-30-016-28W4
	91	09-02-017-28W4	11-02-017-28W4
	92	15-02-017-28W4	11-02-017-28W4
	93	06-07-017-29W4	13-05-017-29W4
	94	16-26-019-27W4	16-26-019-27W4
	95	01-06-017-28W4	13-32-016-28W4
	96	13-31-016-28W4	11-31-016-28W4
	98	11-18-017-29W4	09-18-017-29W4
	99	14-31-016-29W4	16-25-016-30W4
	100	16-18-017-29W4	09-18-017-29W4
	101	11-31-016-28W4	14-30-016-28W4
	102	09-29-016-29W4	10-33-016-29W4
	103	06-32-016-28W4	05-32-016-28W4
P34765	1	07-17-017-29W4	09-05-017-29W4
	2	07-17-017-29W4	02-20-017-29W4
	3	02-20-017-29W4	10-32-017-29W4
	4	10-32-017-29W4	02-19-018-29W4
	5	10-32-017-29W4	10-32-017-29W4
	6	10-32-017-29W4	10-32-017-29W4
P34879	1	03-28-023-28W4	10-21-023-28W4
P34929	1	01-23-018-29W4	15-14-018-29W4
	2	12-19-018-29W4	01-25-018-30W4
P34930	1	01-23-018-29W4	15-14-018-29W4
P35027	1	05-07-012-01W5	02-24-012-02W5
	2	05-07-012-01W5	02-24-012-02W5
	3	10-13-012-02W5	09-13-012-02W5
	4	04-07-012-01W5	05-07-012-01W5

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	5	04-07-012-01W5	05-07-012-01W5
P35030	1	08-04-016-28W4	06-04-016-27W4
P35031	1	08-04-016-28W4	06-04-016-27W4
P35316	1	09-17-019-27W4	16-17-019-27W4
	2	16-30-018-26W4	09-17-019-27W4
P35387	1	03-20-021-28W4	12-19-021-28W4
P35463	1	11-07-012-01W5	05-07-012-01W5
	2	11-07-012-01W5	05-07-012-01W5
P35549	1	03-21-018-26W4	15-16-018-26W4
	2	12-15-018-26W4	12-15-018-26W4
	3	16-05-018-25W4	16-07-018-25W4
	4	16-07-018-25W4	07-18-018-25W4
	5	15-34-017-26W4	14-03-018-26W4
	6	06-11-018-26W4	14-03-018-26W4
	7	04-12-018-26W4	03-11-018-26W4
	8	04-01-018-26W4	04-12-018-26W4
	9	16-04-018-26W4	14-03-018-26W4
	10	16-12-018-27W4	01-24-018-27W4
	11	13-29-017-25W4	09-30-017-25W4
	12	10-33-017-25W4	12-33-017-25W4
	13	13-19-017-25W4	16-05-018-25W4
	14	02-31-017-25W4	01-31-017-25W4
	15	07-24-018-26W4	06-14-018-26W4
	16	16-26-018-26W4	07-24-018-26W4
	17	12-03-018-25W4	16-05-018-25W4
	18	06-14-018-26W4	06-11-018-26W4
	19	01-17-018-25W4	16-05-018-25W4
	21	09-24-018-26W4	07-24-018-26W4
	22	09-03-018-25W4	12-03-018-25W4
	23	13-34-017-25W4	12-03-018-25W4
	24	06-05-018-25W4	16-05-018-25W4
	25	01-07-018-25W4	16-05-018-25W4
	26	11-21-018-26W4	03-21-018-26W4
	28	03-15-018-26W4	12-15-019-26W4
	30	06-24-018-27W4	01-24-018-27W4
	31	11-01-018-26W4	12-01-018-26W4
	32	16-07-018-25W4	01-07-018-25W4
	33	05-19-017-25W4	13-19-017-25W4

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34	12-12-018-27W4	09-11-018-27W4
35	06-36-018-26W4	06-36-018-26W4
36	07-03-018-25W4	09-03-018-25W4
37	08-20-018-26W4	16-30-018-26W4
38	15-16-018-26W4	08-20-018-26W4
39	06-24-018-26W4	07-24-018-26W4
40	13-24-018-26W4	06-24-018-26W4
42	10-05-018-25W4	16-05-018-25W4
43	12-15-018-26W4	15-16-018-26W4
44	06-14-018-26W4	12-15-018-26W4
45	06-06-019-25W4	04-06-019-25W4
46	16-34-017-25W4	07-03-018-25W4
47	01-04-018-25W4	04-03-018-25W4
48	06-24-017-26W4	16-24-017-26W4
49	07-24-017-26W4	07-24-017-26W4
50	07-05-018-25W4	10-05-018-25W4
51	07-07-018-25W4	10-07-018-25W4
52	10-07-018-25W4	16-07-018-25W4
53	10-17-018-25W4	09-17-018-25W4
54	09-17-018-25W4	01-17-018-25W4
55	16-20-017-25W4	10-20-017-25W4
56	10-20-017-25W4	11-20-017-25W4
57	11-20-017-25W4	01-19-017-25W4
58	01-19-017-25W4	05-19-017-25W4
59	15-19-017-25W4	14-19-017-25W4
60	05-22-017-25W4	10-22-017-25W4
61	10-22-017-25W4	16-22-017-25W4
62	10-12-018-27W4	16-12-018-27W4
63	12-24-018-27W4	06-24-018-27W4
64	07-14-018-26W4	07-14-018-26W4
65	14-14-018-26W4	07-14-018-26W4
66	16-14-018-26W4	07-14-018-26W4
67	09-24-018-27W4	06-24-018-27W4
68	16-28-017-25W4	16-22-017-25W4
69	16-22-017-25W4	16-34-017-25W4
P35702	1	01-24-018-27W4
	2	16-19-018-26W4
P35724	1	08-32-018-26W4
		16-30-018-26W4

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P35922	1	06-36-014-17W4	06-35-014-17W4
P35980	1	14-36-018-26W4	06-36-018-26W4
	2	11-05-019-25W4	11-05-019-25W4
P36146	1	11-02-017-28W4	06-11-017-28W4
P36190	1	03-25-012-02W5	02-24-012-02W5
P36191	1	02-24-012-02W5	03-25-012-02W5
P36267	1	02-19-017-22W4	06-15-017-22W4
P36388	1	09-12-022-27W4	01-07-022-26W4
P36791	1	01-32-019-26W4	08-29-019-26W4
P36791	2	01-33-019-26W4	09-28-019-26W4
	3	09-23-019-27W4	08-26-019-27W4
	4	01-04-020-26W4	01-33-019-26W4
	5	06-04-020-26W4	01-04-020-26W4
	6	12-32-019-26W4	01-32-019-26W4
	7	06-33-019-26W4	01-33-019-26W4
	8	14-28-019-26W4	09-28-019-26W4
	9	07-23-019-27W4	09-23-019-27W4
	10	04-32-019-26W4	01-32-019-26W4
	11	15-32-019-26W4	01-32-019-26W4
P36943	1	14-03-021-27W4	05-28-020-27W4
	2	05-28-020-27W4	08-29-020-27W4
P37128	1	06-14-019-28W4	10-23-019-28W4
P37253	2	04-33-022-27W4	14-16-022-27W4
	3	14-16-022-27W4	04-15-022-27W4
	4	12-32-022-27W4	04-33-022-27W4
	5	04-15-022-27W4	09-12-022-27W4
P37254	2	04-03-023-27W4	04-33-022-27W4
P37268	1	10-10-019-24W4	07-11-019-24W4
	2	07-10-019-24W4	10-10-019-24W4
	3	01-11-019-24W4	07-11-019-24W4
	4	06-11-019-24W4	06-11-019-24W4
	5	10-10-019-24W4	09-09-019-24W4
P37324	1	08-17-016-21W4	07-05-016-21W4
P37338	1	09-25-018-24W4	16-26-018-24W4
	2	16-26-018-24W4	11-02-019-24W4
	3	15-26-018-24W4	16-26-018-24W4
	4	07-11-019-24W4	11-02-019-24W4
	5	14-11-019-24W4	07-11-019-24W4

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	8	14-25-018-24W4	14-25-018-24W4
	9	02-13-019-24W4	07-11-019-24W4
P37366	1	08-11-019-23W4	06-01-019-23W4
P37457	1	15-08-017-29W4	07-17-017-29W4
	3	05-10-017-29W4	02-04-017-29W4
	4	08-08-017-29W4	15-08-017-29W4
	5	12-12-017-29W4	06-12-017-29W4
P38742	1	12-15-018-29W4	11-15-018-29W4
P38743	1	10-04-018-29W4	11-15-018-29W4
	2	12-22-018-29W4	11-15-018-29W4
	3	04-02-018-29W4	11-10-018-29W4
	4	11-15-018-29W4	12-15-018-29W4
	5	16-08-018-29W4	10-09-018-29W4
	6	14-03-018-29W4	01-10-018-29W4
	7	11-10-018-29W4	11-10-018-29W4
	8	02-34-018-29W4	12-22-018-29W4
	9	14-04-018-29W4	10-04-018-29W4
	10	08-28-018-29W4	01-28-018-29W4
	12	15-21-018-29W4	16-21-018-29W4
	13	08-08-018-29W4	16-08-018-29W4
	14	05-22-018-29W4	12-22-018-29W4
	15	09-28-018-29W4	08-28-018-29W4
	17	13-27-018-29W4	13-27-018-29W4
P38795	1	01-08-018-23W4	01-05-018-23W4
	2	07-29-017-23W4	01-32-017-23W4
	3	16-20-017-23W4	07-29-017-23W4
	4	02-30-017-23W4	07-29-017-23W4
	5	02-32-017-23W4	01-32-017-23W4
	6	01-32-017-23W4	02-32-017-23W4
	7	01-32-017-23W4	01-05-018-23W4
	8	04-19-017-22W4	08-24-017-23W4
	9	11-14-017-23W4	16-15-017-23W4
	10	15-24-017-24W4	02-30-017-23W4
	11	11-01-017-23W4	04-01-017-23W4
P38832	1	13-17-017-22W4	02-19-017-22W4
	2	15-18-017-22W4	02-19-017-22W4
P38833	1	13-10-018-23W4	06-10-018-23W4
P38891	1	16-03-021-26W4	10-03-021-26W4

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	2	12-32-020-26W4	04-06-021-26W4
P39355	1	08-21-018-23W4	01-22-018-23W4
	2	01-22-018-23W4	09-15-018-23W4
P39454	1	01-15-020-26W4	08-22-020-26W4
	2	01-27-020-26W4	08-22-020-26W4
	3	01-15-020-26W4	01-11-020-26W4
	4	01-21-020-26W4	08-22-020-26W4
	5	01-21-020-26W4	08-22-020-26W4
P39508	1	14-06-030-23W4	06-07-030-23W4
P39706	1	12-09-035-20W4	09-08-035-20W4
P39812	1	16-26-018-23W4	06-01-019-23W4
P39946	1	03-12-017-29W4	12-22-017-29W4
	2	16-12-017-29W4	11-12-017-29W4
	3	15-13-017-29W4	06-13-017-29W4
	4	13-07-017-28W4	16-12-017-29W4
	5	13-07-017-28W4	16-12-017-29W4
	6	04-14-017-29W4	06-14-017-29W4
P39974	1	10-15-021-27W4	14-09-021-27W4
P39975	1	03-14-021-27W4	10-15-021-27W4
	2	08-04-021-27W4	03-14-021-27W4
	3	06-13-021-27W4	03-14-021-27W4
	4	12-20-021-27W4	10-15-021-27W4
	7	08-14-021-27W4	08-14-021-27W4
	8	05-24-020-27W4	05-25-020-27W4
	9	04-24-021-27W4	06-13-021-27W4
	11	14-13-021-27W4	13-13-021-27W4
	12	08-18-021-27W4	06-17-021-27W4
	13	06-17-021-27W4	14-17-021-27W4
	14	10-19-021-27W4	12-20-021-27W4
	15	16-16-021-27W4	10-15-021-27W4
	16	03-12-021-27W4	11-12-021-27W4
	17	11-12-021-27W4	06-13-021-27W4
	18	14-24-020-27W4	06-24-020-27W4
	19	02-13-021-27W4	03-13-021-27W4
	20	09-14-021-27W4	08-14-021-27W4
	21	13-01-021-27W4	03-12-021-27W4
	22	10-25-020-27W4	11-25-020-27W4
	23	11-25-020-27W4	10-25-020-27W4

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	24	12-12-021-27W4	11-12-021-27W4
	25	10-13-021-27W4	14-13-021-27W4
	26	09-03-021-27W4	09-03-021-27W4
P40088	1	13-19-034-20W4	06-30-034-20W4
P40407	1	16-13-017-23W4	02-19-017-22W4
P40464	1	16-23-019-29W4	15-26-019-29W4
P40480	1	05-23-019-29W4	16-23-019-29W4
P40483	1	08-22-019-29W4	05-23-019-29W4
	2	16-27-019-29W4	08-22-019-29W4
P40541	1	10-32-020-27W4	05-08-021-27W4
	2	10-32-020-27W4	08-32-020-27W4
	3	06-08-021-27W4	05-08-021-27W4
	4	09-05-021-27W4	10-05-021-27W4
	5	11-05-021-27W4	10-05-021-27W4
	6	14-05-021-27W4	11-05-021-27W4
	7	02-05-021-27W4	02-05-021-27W4
	8	04-04-021-27W4	02-05-021-27W4
P40542	1	05-08-021-27W4	10-32-020-27W4
	2	08-32-020-27W4	10-32-020-27W4
	3	10-13-021-28W4	03-18-021-27W4
	4	03-18-021-27W4	05-08-021-27W4
	5	15-29-020-27W4	16-29-020-27W4
P40914	1	04-01-017-23W4	14-13-016-23W4
	2	11-36-015-23W4	12-23-015-23W4
P40933	1	06-02-019-29W4	14-11-019-29W4
	2	14-11-019-29W4	16-23-019-29W4
	3	14-11-019-29W4	14-11-019-29W4
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	5	15-15-019-29W4	08-22-019-29W4
	6	03-22-019-29W4	08-22-019-29W4
	7	01-10-019-29W4	03-11-019-29W4
	8	14-11-019-29W4	14-11-019-29W4
	9	02-15-019-29W4	15-15-019-29W4
P41122	1	10-23-019-28W4	02-35-019-28W4
P41490	1	06-14-019-28W4	07-14-019-28W4
	2	16-11-019-28W4	14-11-019-28W4
	3	11-11-019-28W4	14-11-019-28W4
	5	14-11-019-28W4	06-14-019-28W4

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P41519	1	03-06-020-23W4	06-01-020-24W4
P41752	1	07-25-016-22W4	10-23-016-22W4
P42297	1	06-03-018-23W4	06-10-018-23W4
	2	15-04-018-23W4	08-09-018-23W4
P42685	1	03-23-021-27W4	11-14-021-27W4
	2	13-16-021-27W4	06-15-021-27W4
	3	11-14-021-27W4	11-14-021-27W4
	4	11-14-021-27W4	11-14-021-27W4
	5	11-14-021-27W4	06-15-021-27W4
	6	14-17-021-27W4	13-16-021-27W4
	7	08-22-021-27W4	03-23-021-27W4
	8	06-15-021-27W4	10-15-021-27W4
	9	10-15-021-27W4	14-03-021-27W4
	10	06-10-021-27W4	10-10-021-27W4
	11	14-10-021-27W4	14-10-021-27W4
	12	10-10-021-27W4	06-15-021-27W4
	13	09-10-021-27W4	10-10-021-27W4
	14	06-15-021-27W4	06-15-021-27W4
	15	12-14-021-27W4	05-14-021-27W4
	16	16-17-021-27W4	16-17-021-27W4
P42687	1	06-35-019-29W4	10-35-019-29W4
P42886	1	14-12-021-28W4	10-13-021-28W4
	2	01-24-021-28W4	10-13-021-28W4
	3	10-13-021-28W4	05-08-021-27W4
	4	02-18-021-27W4	03-18-021-27W4
	5	03-18-021-27W4	02-18-021-27W4
	6	16-24-021-28W4	01-24-021-28W4
	7	14-08-021-27W4	11-08-021-27W4
	8	06-19-021-27W4	01-24-021-28W4
	9	05-18-021-27W4	05-18-021-27W4
	10	03-18-021-27W4	08-18-021-27W4
	11	09-08-021-27W4	11-08-021-27W4
	12	09-13-021-28W4	08-13-021-28W4
P43057	1	11-20-018-23W4	06-29-018-23W4
	2	08-31-018-24W4	16-29-018-24W4
	3	06-33-018-24W4	16-29-018-24W4
	4	16-29-018-24W4	10-21-018-24W4
	5	08-20-018-24W4	10-21-018-24W4

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6	10-21-018-24W4	16-16-018-24W4
7	09-09-018-24W4	13-10-018-24W4
8	13-10-018-24W4	16-16-018-24W4
9	07-14-018-24W4	07-15-018-24W4
10	07-15-018-24W4	16-16-018-24W4
11	09-22-018-24W4	11-23-018-24W4
12	08-23-018-24W4	11-23-018-24W4
13	11-23-018-24W4	16-16-018-24W4
14	01-26-018-24W4	11-23-018-24W4
15	16-27-018-24W4	15-26-018-24W4
16	15-35-018-24W4	16-26-018-24W4
17	16-16-018-24W4	02-11-020-23W4
18	04-11-018-24W4	07-15-018-24W4
21	06-16-018-24W4	16-16-018-24W4
22	06-31-018-24W4	08-31-018-24W4
23	16-26-018-24W4	16-26-018-24W4
24	13-25-018-25W4	07-35-018-25W4
26	05-35-018-24W4	16-27-018-24W4
27	10-05-019-24W4	06-31-018-24W4
28	16-16-018-23W4	11-20-018-23W4
29	11-01-019-25W4	10-01-019-25W4
30	10-01-019-25W4	10-05-019-24W4
31	07-07-018-23W4	10-06-018-23W4
32	10-06-018-23W4	04-11-018-24W4
33	14-05-019-24W4	10-05-019-24W4
34	05-35-018-24W4	08-34-018-24W4
35	16-26-018-24W4	01-26-018-24W4
36	16-26-018-24W4	16-26-018-24W4
37	07-35-018-25W4	07-35-018-25W4
38	01-05-018-23W4	10-06-018-23W4
39	01-35-018-24W4	02-35-018-24W4
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41	14-21-018-23W4	16-20-018-23W4
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44	06-14-018-23W4	12-14-018-23W4
45	15-33-018-24W4	06-33-018-24W4
46	11-20-018-23W4	11-23-018-24W4
47	05-22-018-23W4	06-21-018-23W4

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 24-hour
 emergency 1-800-222-6514

	48	05-23-018-25W4	13-23-018-25W4
	49	02-35-018-25W4	08-35-018-25W4
	50	02-25-018-25W4	13-25-018-25W4
	51	13-31-018-24W4	14-31-018-24W4
	52	14-31-018-24W4	14-31-018-24W4
	55	06-32-017-24W4	09-09-018-24W4
	56	01-32-017-24W4	09-32-017-24W4
	57	12-11-018-24W4	09-10-018-24W4
	58	04-10-018-24W4	12-10-018-24W4
	59	07-25-018-25W4	07-25-018-25W4
	60	11-24-018-25W4	03-24-018-25W4
	61	09-23-018-25W4	11-24-018-25W4
	62	14-13-018-25W4	03-24-018-25W4
	63	08-13-018-25W4	14-13-018-25W4
	64	07-10-018-24W4	04-11-018-24W4
P43654	1	04-23-018-28W4	14-22-018-28W4
	2	03-24-018-28W4	04-23-018-28W4
	3	11-10-018-28W4	04-23-018-28W4
P44016	1	08-24-017-23W4	16-13-017-23W4
P44115	1	02-03-020-27W4	07-03-020-27W4
	2	14-03-020-27W4	06-03-020-27W4
P44208	1	14-11-017-23W4	04-01-017-23W4
P44464	19	05-10-018-26W4	07-10-018-26W4
P44500	1	01-30-015-26W4	07-29-015-26W4
P44721	1	01-02-018-22W4	16-21-018-22W4
	2	12-36-017-22W4	01-02-018-22W4
	3	10-35-017-22W4	16-35-017-22W4
	4	15-35-017-23W4	01-02-018-22W4
	5	12-30-017-21W4	10-35-017-22W4
	6	16-25-017-22W4	12-30-017-21W4
	7	16-21-018-22W4	04-22-019-21W4
	8	10-28-017-22W4	09-26-017-22W4
	9	12-34-017-22W4	13-34-017-22W4
	10	05-21-017-21W4	11-21-017-21W4
	11	14-36-017-22W4	01-02-018-22W4
	12	05-21-017-21W4	10-17-017-21W4
	13	10-17-017-21W4	08-18-017-21W4
	14	08-18-017-21W4	12-30-017-21W4

Inquiries 1855-297-8311
24-hour
emergency 1800-222-6514

	15	14-22-017-23W4	15-35-017-23W4
	16	15-23-017-23W4	02-27-017-23W4
	18	16-16-017-23W4	14-22-017-23W4
	20	16-26-017-23W4	15-35-017-23W4
	22	16-15-017-23W4	13-15-017-23W4
	24	06-18-017-21W4	11-18-017-21W4
	26	09-33-017-23W4	15-35-017-23W4
	27	09-26-017-22W4	09-26-017-22W4
	28	08-22-017-22W4	11-27-017-22W4
	29	07-28-017-22W4	10-28-017-22W4
	30	13-35-017-23W4	12-35-017-23W4
	31	16-27-017-23W4	16-27-017-23W4
	1	15-34-014-27W4	13-01-015-27W4
P45039	1	03-12-016-21W4	02-12-016-21W4
P45074	1	04-33-022-27W4	12-32-022-27W4
P45275	1	16-20-017-23W4	07-29-017-23W4
	2	06-28-017-23W4	07-29-017-23W4
P45287	1	05-01-030-23W4	05-01-030-23W4
	2	05-01-030-23W4	12-12-030-23W4
	3	15-12-030-23W4	12-12-030-23W4
	4	12-10-030-23W4	12-10-030-23W4
	5	15-11-030-23W4	15-11-030-23W4
	6	07-01-030-23W4	05-01-030-23W4
	7	09-15-030-23W4	02-15-030-23W4
	8	14-01-030-23W4	13-01-030-23W4
	9	09-02-030-23W4	02-11-030-23W4
	10	02-11-030-23W4	15-11-030-23W4
	11	14-11-030-23W4	15-11-030-23W4
	12	11-02-030-23W4	09-02-030-23W4
	13	15-11-030-23W4	16-11-030-23W4
	14	12-15-030-23W4	04-15-030-23W4
	15	04-12-030-23W4	12-12-030-23W4
	16	02-15-030-23W4	09-10-030-23W4
	17	04-15-030-23W4	02-15-030-23W4
	18	12-12-030-23W4	15-11-030-23W4
	19	08-02-030-23W4	09-02-030-23W4
	20	08-12-030-23W4	04-12-030-23W4
	21	16-01-030-23W4	08-12-030-23W4

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emergency 1-800-222-6514

22	04-02-030-23W4	11-02-030-23W4
23	01-03-030-23W4	04-02-030-23W4
24	06-03-030-23W4	01-03-030-23W4
25	11-03-030-23W4	06-03-030-23W4
26	11-35-029-23W4	04-02-030-23W4
27	09-10-030-23W4	14-11-030-23W4
28	08-04-030-23W4	06-03-030-23W4
29	16-35-029-23W4	08-02-030-23W4
30	07-09-030-23W4	09-10-030-23W4
34	10-03-030-23W4	01-03-030-23W4
35	03-11-030-23W4	02-11-030-23W4
36	07-10-030-23W4	09-10-030-23W4
37	05-10-030-23W4	12-10-030-23W4
38	12-34-029-23W4	06-03-030-23W4
39	06-07-030-22W4	06-07-030-22W4
40	11-07-030-22W4	14-07-030-22W4
41	16-07-030-22W4	14-07-030-22W4
42	14-07-030-22W4	15-12-030-23W4
43	08-07-030-22W4	11-07-030-22W4
44	15-34-029-23W4	01-03-030-23W4
45	05-35-029-23W4	11-35-029-23W4
46	01-34-029-23W4	15-34-029-23W4
47	15-18-030-22W4	13-18-030-22W4
48	14-22-030-23W4	15-22-030-23W4
49	15-22-030-23W4	16-22-030-23W4
50	06-23-030-23W4	11-23-030-23W4
51	01-24-030-23W4	01-24-030-23W4
52	14-13-030-23W4	11-13-030-23W4
53	11-13-030-23W4	05-13-030-23W4
54	05-13-030-23W4	15-11-030-23W4
55	15-04-030-23W4	07-09-030-23W4
56	13-04-030-23W4	03-09-030-23W4
57	02-22-030-23W4	13-15-030-23W4
58	05-22-030-23W4	12-15-030-23W4
59	12-09-030-23W4	15-09-030-23W4
60	06-04-030-23W4	08-04-030-23W4
62	14-23-030-23W4	11-23-030-23W4
63	04-24-030-23W4	04-24-030-23W4

Inquiries 1-855-297-8311
 24-hour
 emergency 1-800-222-8514

64	13-13-030-23W4	14-13-030-23W4
65	15-13-030-23W4	14-13-030-23W4
66	13-18-030-22W4	06-19-030-22W4
67	07-18-030-22W4	15-18-030-22W4
68	16-24-030-22W4	14-19-030-22W4
69	09-18-030-22W4	07-18-030-22W4
70	01-01-030-23W4	07-01-030-23W4
71	03-09-030-23W4	02-09-030-23W4
72	15-09-030-23W4	07-09-030-23W4
73	13-17-030-22W4	09-18-030-22W4
74	15-17-030-22W4	13-17-030-22W4
75	01-29-030-22W4	03-29-030-22W4
76	02-31-030-22W4	02-31-030-22W4
77	12-31-030-22W4	05-31-030-22W4
78	05-31-030-22W4	15-30-030-22W4
79	03-29-030-22W4	16-19-030-22W4
80	07-17-030-22W4	15-17-030-22W4
81	06-17-030-22W4	07-17-030-22W4
82	10-29-030-22W4	13-29-030-22W4
83	09-23-030-23W4	08-23-030-23W4
84	04-01-030-23W4	05-01-030-23W4
85	13-29-030-22W4	16-30-030-22W4
86	16-23-030-23W4	09-23-030-23W4
87	13-11-030-22W4	05-11-030-22W4
88	05-11-030-22W4	01-10-030-22W4
89	10-10-030-22W4	12-10-030-22W4
90	12-10-030-22W4	04-10-030-22W4
91	04-10-030-22W4	03-10-030-22W4
92	01-10-030-22W4	08-08-030-22W4
93	08-08-030-22W4	11-08-030-22W4
94	10-08-030-22W4	11-08-030-22W4
95	06-08-030-22W4	11-08-030-22W4
96	11-08-030-22W4	16-07-030-22W4
97	06-26-029-23W4	14-26-029-23W4
98	14-26-029-23W4	16-26-029-23W4
99	08-26-029-23W4	16-26-029-23W4
100	16-26-029-23W4	08-35-029-23W4
101	01-36-029-23W4	05-36-029-23W4

Inquiries 1-855-297-8311
 24-hour
 emergency 1-800-222-6514

	102	05-36-029-23W4	08-35-029-23W4
	103	08-35-029-23W4	16-35-029-23W4
	104	06-34-029-23W4	12-34-029-23W4
	105	08-11-030-22W4	05-11-030-22W4
	106	14-31-030-22W4	12-31-030-22W4
	107	15-31-030-22W4	12-31-030-22W4
	108	05-13-030-23W4	12-12-030-23W4
	109	09-10-030-23W4	16-10-030-23W4
P45288	1	04-24-016-24W4	07-26-016-24W4
P45314	1	06-21-020-27W4	06-15-020-27W4
	2	16-21-020-27W4	06-21-020-27W4
	3	07-20-020-27W4	06-21-020-27W4
	4	08-21-020-27W4	06-21-020-27W4
	1	07-19-022-28W4	10-19-022-28W4
P45442	1	07-16-020-27W4	06-15-020-27W4
P45443	1	12-20-022-28W4	12-20-022-28W4
P45445	1	14-15-020-27W4	06-15-020-27W4
P45457	1	16-29-020-27W4	15-29-020-27W4
	2	11-21-020-27W4	06-21-020-27W4
	3	16-20-020-27W4	06-21-020-27W4
P45458	1	14-16-022-27W4	04-33-022-27W4
	2	14-16-022-27W4	04-15-022-27W4
P45459	1	12-20-022-28W4	09-19-022-28W4
	3	09-19-022-28W4	10-19-022-28W4
	4	10-19-022-28W4	10-19-022-28W4
P45473	1	01-25-020-28W4	04-19-020-27W4
	2	04-19-020-27W4	14-19-020-27W4
	3	14-19-020-27W4	03-30-020-27W4
	4	09-19-020-27W4	11-19-020-27W4
	5	05-25-020-28W4	01-25-020-28W4
	6	08-25-020-28W4	08-25-020-28W4
	7	02-19-020-27W4	06-19-020-27W4
	8	15-18-020-27W4	02-19-020-27W4
	9	07-24-020-28W4	05-19-020-27W4
	10	08-03-021-28W4	05-25-020-28W4
	11	13-26-020-28W4	01-35-020-28W4
P45475	1	07-34-018-24W4	07-34-018-24W4
P45623	1	02-12-018-26W4	04-12-018-26W4

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P45872	2	14-12-018-26W4	02-12-018-26W4
	3	09-11-018-26W4	08-11-018-26W4
	4	08-11-018-26W4	01-11-018-26W4
	5	08-11-018-26W4	01-11-018-26W4
	6	16-01-018-26W4	02-12-018-26W4
	1	09-11-017-29W4	12-12-017-29W4
P45946	2	14-11-017-29W4	09-11-017-29W4
	1	06-34-018-27W4	15-34-018-27W4
P46014	1	09-17-018-29W4	01-17-018-29W4
P46034	1	16-29-015-25W4	09-29-015-25W4
	2	14-29-015-25W4	09-29-015-25W4
	3	06-29-015-25W4	09-29-015-25W4
	4	08-32-015-25W4	16-29-015-25W4
	5	08-32-015-25W4	16-29-015-25W4
	6	16-20-015-25W4	09-29-015-25W4
	7	16-20-015-25W4	09-29-015-25W4
	8	08-20-015-25W4	16-20-015-25W4
	9	01-29-015-25W4	16-20-015-25W4
	10	01-29-015-25W4	16-20-015-25W4
	11	06-29-015-25W4	01-29-015-25W4
P46043	1	09-29-015-25W4	11-01-016-26W4
	2	09-29-015-25W4	04-25-015-25W4
	3	14-28-015-25W4	09-29-015-25W4
	4	05-06-016-25W4	04-06-016-25W4
	5	10-33-015-25W4	14-28-015-25W4
	6	16-20-015-25W4	09-29-015-25W4
	7	08-20-015-25W4	16-20-015-25W4
	8	06-34-015-25W4	14-28-015-25W4
	11	16-33-014-25W4	16-04-015-25W4
	13	01-34-014-25W4	01-03-015-25W4
	14	01-35-014-25W4	01-34-014-25W4
	16	13-36-014-25W4	01-35-014-25W4
	17	14-32-014-25W4	01-04-015-25W4
	18	16-04-015-25W4	02-09-015-25W4
	19	14-35-014-25W4	13-36-014-25W4
	1	07-10-019-28W4	05-11-019-28W4
	2	05-11-019-28W4	11-11-019-28W4
P46149	1	11-03-021-27W4	14-03-021-27W4

Inquiries 1-855-297-8311
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	2	04-03-021-27W4	11-03-021-27W4
P46191	1	11-28-023-28W4	10-21-023-28W4
P46202	1	06-16-017-27W4	07-16-017-27W4
	2	07-16-017-27W4	06-16-017-27W4
P46203	1	08-16-017-27W4	07-16-017-27W4
	2	15-17-017-27W4	07-16-017-27W4
	3	06-20-017-27W4	15-17-017-27W4
	4	05-20-017-27W4	06-20-017-27W4
	5	07-20-017-27W4	06-20-017-27W4
	6	11-17-017-27W4	15-17-017-27W4
P46271	1	11-33-018-27W4	02-33-018-27W4
P46280	1	02-02-016-27W4	06-03-016-27W4
	2	03-11-016-27W4	02-02-016-27W4
	3	05-12-016-27W4	03-11-016-27W4
P46315	1	10-29-019-24W4	04-29-019-24W4
	2	05-33-019-24W4	14-28-019-24W4
	3	10-29-019-24W4	10-29-019-24W4
	4	08-29-019-24W4	10-29-019-24W4
P46320	1	08-18-016-23W4	13-09-016-23W4
	2	14-17-016-23W4	08-18-016-23W4
	3	10-10-016-23W4	13-09-016-23W4
	4	15-17-016-23W4	14-17-016-23W4
	5	03-20-016-23W4	14-17-016-23W4
	6	06-13-016-24W4	08-18-016-23W4
	7	04-24-016-24W4	06-13-016-24W4
	8	01-21-016-23W4	09-16-016-23W4
	9	03-19-016-23W4	08-18-016-23W4
	10	09-16-016-23W4	13-09-016-23W4
	11	14-32-015-23W4	05-05-016-23W4
	12	15-31-015-23W4	14-32-015-23W4
	13	15-12-016-25W4	16-12-016-25W4
	15	15-27-016-25W4	06-34-016-25W4
	16	03-06-016-23W4	15-31-015-23W4
	17	05-11-016-24W4	04-24-016-24W4
	21	12-02-016-24W4	05-11-016-24W4
	23	02-10-016-24W4	05-11-016-24W4
	24	15-34-015-24W4	12-02-016-24W4
	25	15-27-016-25W4	04-34-016-25W4

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27	02-17-016-23W4	02-17-016-23W4
28	05-16-016-23W4	13-09-016-23W4
29	15-21-016-23W4	16-21-016-23W4
30	01-16-016-23W4	16-09-016-23W4
31	16-21-016-23W4	01-21-016-23W4
32	16-04-016-23W4	08-24-015-22W4
33	13-09-016-23W4	16-04-016-23W4
34	05-05-016-23W4	16-04-016-23W4
35	13-35-018-25W4	11-01-019-25W4
40	05-18-016-23W4	05-18-016-23W4
41	15-19-016-23W4	03-19-016-23W4
42	16-19-016-23W4	15-19-016-23W4
43	13-29-016-23W4	16-19-016-23W4
45	07-20-016-23W4	03-20-016-23W4
46	15-20-016-23W4	07-20-016-23W4
47	08-33-016-23W4	09-28-016-23W4
48	09-28-016-23W4	16-21-016-23W4
49	11-15-016-23W4	09-16-016-23W4
51	09-32-016-23W4	10-32-016-23W4
52	10-32-016-23W4	12-32-016-23W4
53	12-32-016-23W4	13-29-016-23W4
54	09-25-017-22W4	09-25-017-22W4
55	14-34-014-25W4	02-02-015-25W4
56	12-16-017-24W4	11-10-017-24W4
57	11-10-017-24W4	16-10-017-24W4
58	10-31-016-23W4	12-32-016-23W4
59	03-22-017-24W4	10-16-017-24W4
60	11-34-014-25W4	14-34-014-25W4
61	16-10-017-24W4	07-12-017-24W4
62	07-12-017-24W4	10-31-016-23W4
63	08-11-015-25W4	02-02-015-25W4
64	01-11-017-24W4	09-11-017-24W4
65	02-01-019-25W4	03-01-019-25W4
66	14-23-016-23W4	16-21-016-23W4
67	12-23-016-23W4	12-23-016-23W4
68	08-22-016-23W4	10-22-016-23W4
69	06-10-016-23W4	10-10-016-23W4
70	13-12-015-25W4	08-11-015-25W4

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	71	13-11-016-23W4	10-10-016-23W4
P46557	1	03-17-018-22W4	14-07-018-22W4
	2	10-06-018-22W4	12-06-018-22W4
	3	09-32-018-22W4	09-32-018-22W4
P46602	1	02-17-014-22W4	14-08-014-22W4
P46668	1	09-23-017-22W4	01-24-017-22W4
P46669	1	16-12-015-25W4	13-12-015-25W4
	2	07-12-015-25W4	11-12-015-25W4
	3	10-14-015-25W4	15-11-015-25W4
	4	15-11-015-25W4	13-12-015-25W4
	5	05-24-015-25W4	04-25-015-25W4
	6	16-24-014-25W4	02-25-014-25W4
	8	02-25-014-25W4	01-35-014-25W4
	9	11-03-015-25W4	16-04-015-25W4
	10	05-02-015-25W4	16-33-014-25W4
	12	13-12-015-25W4	05-24-015-25W4
P46843	1	15-04-017-27W4	07-05-017-27W4
	2	08-09-017-27W4	15-04-017-27W4
	3	01-05-017-27W4	07-05-017-27W4
	4	07-05-017-27W4	03-05-017-27W4
	5	04-05-017-27W4	03-05-017-27W4
	6	10-32-016-27W4	03-05-017-27W4
	7	02-31-016-27W4	04-05-017-27W4
	8	09-36-016-28W4	16-36-016-28W4
	9	16-36-016-28W4	13-31-016-27W4
	10	13-31-016-27W4	04-06-017-27W4
	11	04-06-017-27W4	05-06-017-27W4
	12	05-06-017-27W4	14-06-017-27W4
	13	14-06-017-27W4	15-06-017-27W4
	14	15-06-017-27W4	13-05-017-27W4
	15	13-05-017-27W4	07-05-017-27W4
	16	03-05-017-27W4	16-31-016-27W4
	17	09-09-017-27W4	08-09-017-27W4
P47112	1	03-31-019-28W4	13-25-019-29W4
	2	13-25-019-29W4	15-26-019-29W4
	3	13-25-019-29W4	13-25-019-29W4
	4	03-36-019-29W4	02-36-019-29W4
P47239	1	10-17-007-01W5	13-34-008-02W5

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	2	09-20-007-01W5	10-20-007-01W5
	3	06-33-009-02W5	13-34-008-02W5
	4	13-34-008-02W5	15-32-008-02W5
	5	09-31-008-01W5	07-03-009-02W5
	6	10-05-007-01W5	10-17-007-01W5
	7	03-03-010-03W5	16-16-009-02W5
	8	07-09-007-01W5	04-16-007-01W5
	9	04-16-007-01W5	16-08-007-01W5
	10	09-27-009-03W5	15-26-009-03W5
P47628	1	14-22-016-28W4	10-23-016-28W4
	2	12-24-016-28W4	10-23-016-28W4
	3	10-23-016-28W4	13-13-016-28W4
	4	13-13-016-28W4	06-18-016-27W4
	5	06-18-016-27W4	04-20-016-27W4
	6	04-20-016-27W4	06-18-016-27W4
	7	10-22-016-28W4	14-22-016-28W4
P47899	2	15-33-017-29W4	10-04-018-29W4
	3	07-18-018-29W4	15-18-018-29W4
	4	10-32-017-29W4	14-33-017-29W4
	5	09-05-018-29W4	10-04-018-29W4
	6	01-17-018-29W4	10-18-018-29W4
	7	01-20-018-29W4	15-18-018-29W4
	8	16-08-018-29W4	01-17-018-29W4
	9	14-33-017-29W4	15-33-017-29W4
	10	15-20-018-29W4	01-20-018-29W4
P48107	1	10-10-021-27W4	14-03-021-27W4
P48931	1	11-20-007-01W5	11-20-007-01W5
P49764	1	11-24-019-01W5	07-14-019-01W5
	2	11-24-019-01W5	07-14-019-01W5
	5	12-11-019-01W5	07-14-019-01W5
P51885	1	09-04-016-27W4	06-04-016-27W4
P51933	2	12-15-081-14W4	09-16-081-14W4
P52993	1	08-19-041-04W5	06-20-041-04W5
P53397	1	04-28-015-25W4	16-20-015-25W4
P53524	1	04-08-020-19W4	14-32-019-19W4

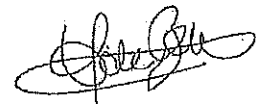
5. The following pipeline licences ordered suspended under AER Abandonment Order AD2016-21 remain ordered suspended under this Order:

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Licence Number	From Location	To Location	Line Number
P34551	14-25-019-27W4	04-36-019-27W4	77
P33623	03-16-019-27W4	05-16-019-27W4	244

6. The Licences outlined in Clause 1, 2, 3, 4, and 5 shall remain suspended until the AER rescinds this Order in writing subject to any terms or conditions it deems necessary.
7. Under section 101 of the *OGCA*, for the purposes of carrying out the activities contemplated in Clauses 1, 2, 3, 4 and 5, the Licensee and the Working Interest Participants, and their agents, are entitled to have access to and may enter on the land and any structures on the land concerned.
8. No equipment may be removed from any sites licensed to the Licensee without the AER's written consent.
9. No records of Lixin may be destroyed, altered or removed without the AER's written consent.
10. The AER may amend this Order on any term or condition it may specify.

MADE at the City of Calgary, in the Province of Alberta, this 14th day of February, 2017.



ALBERTA ENERGY REGULATOR

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Under the *Responsible Energy Development Act*, an eligible person may file a request for a regulatory appeal on an appealable decision. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request in the form and manner and within the timeframe required by the AER. You can find filing requirements and forms on the AER website, www.aer.ca, under Applications & Notices: Appeals.

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Schedule A: Licensed Properties

Wells

Licence No.	Surface Location	WLP Current Company	Percent Interest
W0003288	12-19-021-28W4	Lexin Resources Ltd.	100.00%
W0009159	10-36-020-29W4	Lexin Resources Ltd.	100.00%
W0009613	10-31-020-28W4	Lexin Resources Ltd.	100.00%
W0010331	06-04-016-27W4	Lexin Resources Ltd.	100.00%
W0013028	12-19-018-29W4	Lexin Resources Ltd.	100.00%
W0016355	11-06-021-28W4	Lexin Resources Ltd.	100.00%
W0017688	10-25-021-29W4	Lexin Resources Ltd.	100.00%
W0020028	10-21-020-27W4	Lexin Resources Ltd.	100.00%
W0021608	14-12-021-28W4	Lexin Resources Ltd.	100.00%
W0025463	11-07-021-28W4	Lexin Resources Ltd.	100.00%
W0026356	10-23-019-28W4	Lexin Resources Ltd.	97.69%
		Canadian Natural Resources Limited	2.31%
W0030770	10-01-020-01W5	Lexin Resources Ltd.	100.00%
W0031415	07-33-023-28W4	Lexin Resources Ltd.	100.00%
W0031683	06-21-019-28W4	Lexin Resources Ltd.	100.00%
W0034010	10-20-016-29W4	Lexin Resources Ltd.	100.00%
W0034652	06-29-022-28W4	Lexin Resources Ltd.	100.00%
W0035556	06-02-019-28W4	Lexin Resources Ltd.	100.00%
W0036157	07-35-021-29W4	Lexin Resources Ltd.	100.00%
W0036158	11-20-020-28W4	Lexin Resources Ltd.	100.00%
W0036284	10-13-022-29W4	Lexin Resources Ltd.	100.00%
W0037686	06-34-023-28W4	Lexin Resources Ltd.	100.00%
W0038033	11-24-022-29W4	Lexin Resources Ltd.	100.00%
W0048121	10-32-020-27W4	Lexin Resources Ltd.	100.00%
W0052408	06-33-009-02W5	Lexin Resources Ltd.	100.00%
W0054022	07-04-021-28W4	Lexin Resources Ltd.	100.00%
W0056188	07-11-020-27W4	Lexin Resources Ltd.	100.00%
W0058136	11-01-031-23W4	Lexin Resources Ltd.	100.00%
W0058591	06-14-018-26W4	Lexin Resources Ltd.	100.00%
W0059940	11-12-031-23W4	Pengrowth Energy Corporation	89.85%
		0989 Resource Partnership	6.36%
		Pine Cliff Energy Ltd.	0.01%
		Enerplus Corporation	1.89%

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		Freehold Royalty Trust	1.89%
W0060346	06-08-016-21W4	ConocoPhillips Canada Resources Corp.	16.70%
		Lexin Resources Ltd.	58.30%
		SanLing Energy Ltd.	25.00%
W0062021	10-10-019-28W4	Lexin Resources Ltd.	100.00%
W0064585	10-16-020-27W4	Lexin Resources Ltd.	100.00%
W0065530	06-15-020-27W4	Lexin Resources Ltd.	87.50%
		Canadian Natural Resources Limited	12.50%
W0068660	11-10-020-27W4	Lexin Resources Ltd.	100.00%
W0068930	14-15-020-27W4	Lexin Resources Ltd.	100.00%
W0069808	06-22-020-27W4	Lexin Resources Ltd.	100.00%
W0070039	06-11-017-28W4	Lexin Resources Ltd.	100.00%
W0070389	08-15-020-27W4	Lexin Resources Ltd.	100.00%
W0071978	14-15-020-27W4	Lexin Resources Ltd.	100.00%
W0072655	10-01-016-21W4	Lexin Resources Ltd.	100.00%
W0074629	06-14-020-27W4	Lexin Resources Ltd.	100.00%
W0074644	10-13-021-28W4	Lexin Resources Ltd.	100.00%
W0075064	16-15-020-27W4	Lexin Resources Ltd.	100.00%
W0075389	16-09-020-27W4	Lexin Resources Ltd.	100.00%
W0075522	08-22-020-27W4	Lexin Resources Ltd.	100.00%
W0075528	11-36-021-29W4	Lexin Resources Ltd.	100.00%
W0075653	07-32-020-28W4	Lexin Resources Ltd.	100.00%
W0075680	11-29-020-28W4	Lexin Resources Ltd.	100.00%
W0076335	08-26-019-27W4	Lexin Resources Ltd.	48.08%
		Caledonian Royalty Corporation	51.92%
W0079035	06-08-020-19W4	Lexin Resources Ltd.	87.50%
		R. W. Berry Canada, Inc.	12.50%
W0081195	11-01-022-29W4	Lexin Resources Ltd.	60.00%
		Canadian Natural Resources Limited	40.00%
W0081898	12-06-017-29W4	Lexin Resources Ltd.	100.00%
W0086802	11-09-020-28W4	Lexin Resources Ltd.	100.00%
W0087510	05-25-012-17W4	Drake Energy Ltd.	21.35%
		Long Term Asset Management Inc.	7.13%
		Lexin Resources Ltd.	71.52%
W0090635	14-16-020-28W4	Lexin Resources Ltd.	100.00%
W0090779	09-05-020-28W4	Lexin Resources Ltd.	100.00%
W0092247	08-32-017-21W4	Lexin Resources Ltd.	63.00%
		Verity Energy Ltd.	35.00%

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		Zargon Oil & Gas Ltd.	2.00%
W0092338	06-28-017-23W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0092627	16-28-019-28W4	ConocoPhillips Canada Resources Corp.	2.30%
		Lexin Resources Ltd.	97.70%
W0092723	04-33-020-28W4	Lexin Resources Ltd.	100.00%
W0095414	14-13-018-25W4	Lexin Resources Ltd.	50.00%
		Houston Oil & Gas Ltd.	50.00%
W0095779	14-29-019-28W4	Lexin Resources Ltd.	100.00%
W0098862	06-14-019-28W4	Lexin Resources Ltd.	100.00%
W0099618	06-15-021-27W4	Lexin Resources Ltd.	100.00%
W0100492	11-27-019-28W4	Lexin Resources Ltd.	100.00%
W0111397	07-08-020-28W4	Lexin Resources Ltd.	100.00%
W0114033	16-28-019-28W4	ConocoPhillips Canada Resources Corp.	2.30%
		Lexin Resources Ltd.	97.70%
W0114182	11-34-018-28W4	Lexin Resources Ltd.	97.69%
		Canadian Natural Resources Limited	2.31%
W0114183	15-15-019-28W4	Lexin Resources Ltd.	97.69%
		Canadian Natural Resources Limited	2.31%
W0114184	10-04-020-28W4	Lexin Resources Ltd.	100.00%
W0114210	15-22-019-28W4	Lexin Resources Ltd.	100.00%
W0115564	07-34-019-28W4	Lexin Resources Ltd.	100.00%
W0117059	08-10-017-22W4	Lexin Resources Ltd.	100.00%
W0117983	14-10-017-22W4	Lexin Resources Ltd.	100.00%
W0119636	06-10-017-22W4	Lexin Resources Ltd.	100.00%
W0122177	04-15-020-23W4	Lexin Resources Ltd.	100.00%
W0123141	14-10-020-23W4	Lexin Resources Ltd.	100.00%
W0131762	09-18-023-04W5	Lexin Resources Ltd.	50.00%
		Penn West Petroleum Ltd.	50.00%
W0133197	03-12-016-21W4	Lexin Resources Ltd.	100.00%
W0133814	16-10-020-23W4	Lexin Resources Ltd.	100.00%
W0134245	08-29-020-27W4	Lexin Resources Ltd.	100.00%
W0134743	08-10-020-23W4	Lexin Resources Ltd.	100.00%
W0135074	06-23-020-27W4	Lexin Resources Ltd.	100.00%
W0135189	05-31-020-03W5	264646 Alberta Ltd.	10.00%
		Chessor Holdings Ltd.	20.00%
		Copper Creek Gold Corporation	35.00%
		Lexin Resources Ltd.	6.00%

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		Petrostar Holdings	29.00%
W0135226	10-10-021-27W4	Lexin Resources Ltd.	100.00%
W0138292	08-03-021-27W4	Lexin Resources Ltd.	100.00%
W0140132	16-09-054-14W5	Lexin Resources Ltd.	100.00%
W0140172	15-01-016-21W4	Lexin Resources Ltd.	100.00%
W0140588	16-27-019-27W4	Lexin Resources Ltd.	62.50%
		Caledonian Royalty Corporation	37.50%
W0140686	07-11-021-27W4	Lexin Resources Ltd.	66.66%
		Houston Oil & Gas Ltd.	33.34%
W0141805	08-02-016-21W4	ConocoPhillips Canada Resources Corp.	50.00%
		Lexin Resources Ltd.	50.00%
W0142972	01-33-019-21W4	Lexin Resources Ltd.	75.00%
		TAQA North Ltd.	25.00%
W0147399	04-15-020-23W4	Lexin Resources Ltd.	100.00%
W0150242	04-34-019-21W4	Lexin Resources Ltd.	75.00%
		TAQA North Ltd.	24.50%
		Country Rock Resources Ltd.	0.50%
W0153075	14-11-017-23W4	Lexin Resources Ltd.	100.00%
W0155526	11-08-020-19W4	Lexin Resources Ltd.	100.00%
W0155741	11-08-020-19W4	Lexin Resources Ltd.	100.00%
W0156639	07-10-016-16W4	Lexin Resources Ltd.	100.00%
W0163557	06-21-020-27W4	Lexin Resources Ltd.	100.00%
W0167155	03-19-018-22W4	Lexin Resources Ltd.	100.00%
W0168304	03-20-021-28W4	Lexin Resources Ltd.	100.00%
W0168555	08-20-035-24W4	Lexin Resources Ltd.	100.00%
W0172522	14-16-020-27W4	Lexin Resources Ltd.	100.00%
W0173378	13-21-020-27W4	Lexin Resources Ltd.	100.00%
W0174375	16-20-020-27W4	Lexin Resources Ltd.	100.00%
W0174675	08-17-016-21W4	Lexin Resources Ltd.	100.00%
W0176241	08-10-017-28W4	Lexin Resources Ltd.	100.00%
W0176640	16-13-017-23W4	Lexin Resources Ltd.	100.00%
W0177460	10-21-023-28W4	Interwest Petroleum Ltd.	2.50%
		Lexin Resources Ltd.	97.50%
W0179609	10-21-023-28W4	Interwest Petroleum Ltd.	2.50%
		Lexin Resources Ltd.	97.50%
W0181274	10-21-023-28W4	Interwest Petroleum Ltd.	2.50%
		Lexin Resources Ltd.	97.50%
W0182704	14-16-023-28W4	Interwest Petroleum Ltd.	2.50%

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		Lexin Resources Ltd.	89.00%
		Westhill Petroleum Ltd.	4.00%
		Westhill Resources Limited	4.50%
W0185107	16-26-018-23W4	Stockwork Properties Ltd.	4.50%
		Lexin Resources Ltd.	24.70%
		TAQA North Ltd.	8.58%
		Canadian Natural Resources Limited	62.23%
W0187666	14-03-021-27W4	Lexin Resources Ltd.	100.00%
W0187801	06-20-023-28W4	Interwest Petroleum Ltd.	2.50%
		Lexin Resources Ltd.	97.50%
W0189985	04-10-023-28W4	Bearspaw Petroleum Ltd.	50.00%
		Lexin Resources Ltd.	50.00%
W0190051	15-26-019-29W4	Lexin Resources Ltd.	100.00%
W0191205	12-20-022-28W4	Lexin Resources Ltd.	100.00%
W0191674	12-24-016-16W4	Long Term Asset Management Inc.	25.00%
		Lexin Resources Ltd.	75.00%
W0191716	07-16-020-27W4	Lexin Resources Ltd.	100.00%
W0192484	10-35-019-29W4	Lexin Resources Ltd.	100.00%
W0197905	01-28-020-27W4	Lexin Resources Ltd.	100.00%
W0200491	14-17-018-25W4	Lexin Resources Ltd.	100.00%
W0203083	07-10-018-26W4	Coastal Resources Limited	20.00%
		Lexin Resources Ltd.	50.00%
		TAQA North Ltd.	30.00%
W0203704	10-21-023-28W4	Interwest Petroleum Ltd.	2.50%
		Lexin Resources Ltd.	97.50%
W0204742	05-10-020-27W4	Lexin Resources Ltd.	100.00%
W0205299	02-24-012-02W5	Lexin Resources Ltd.	50.00%
		Husky Oil Operations Limited	50.00%
W0205865	11-02-017-28W4	Lexin Resources Ltd.	100.00%
W0205881	11-29-022-28W4	Lexin Resources Ltd.	100.00%
W0207000	08-08-016-27W4	Lexin Resources Ltd.	100.00%
W0209323	08-18-019-26W4	Lexin Resources Ltd.	100.00%
W0209552	07-01-031-23W4	0989 Resource Partnership	75.00%
		Pengrowth Energy Corporation	25.00%
W0209558	13-23-018-25W4	Lexin Resources Ltd.	100.00%
W0212209	07-19-022-28W4	Lexin Resources Ltd.	100.00%
W0213449	16-23-019-29W4	Lexin Resources Ltd.	100.00%
W0213821	06-34-018-23W4	Lexin Resources Ltd.	58.00%

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		Stockwork Properties Ltd.	18.00%
		TAQA North Ltd.	24.00%
W0214174	12-06-018-22W4	Western Canada Energy Ltd.	50.00%
		Lexin Resources Ltd.	50.00%
W0214266	03-28-023-28W4	Bonavista Energy Corporation	25.00%
		Lexin Resources Ltd.	75.00%
W0214366	07-10-017-28W4	Lexin Resources Ltd.	100.00%
W0214752	15-06-018-26W4	Lexin Resources Ltd.	100.00%
W0214859	15-18-018-29W4	Lexin Resources Ltd.	100.00%
W0215048	16-21-020-27W4	Lexin Resources Ltd.	100.00%
W0216482	16-29-016-28W4	Lexin Resources Ltd.	100.00%
W0216989	13-25-019-29W4	Lexin Resources Ltd.	100.00%
W0217885	01-25-018-30W4	ExxonMobil Canada Ltd.	50.00%
		Lexin Resources Ltd.	50.00%
W0218442	05-08-021-27W4	Lexin Resources Ltd.	100.00%
W0218774	15-29-020-27W4	Lexin Resources Ltd.	100.00%
W0219366	06-10-021-27W4	Lexin Resources Ltd.	100.00%
W0221070	10-33-016-29W4	Lexin Resources Ltd.	100.00%
W0221502	08-22-020-27W4	Lexin Resources Ltd.	100.00%
W0221740	16-12-016-25W4	Lexin Resources Ltd.	100.00%
W0221908	10-16-020-27W4	Lexin Resources Ltd.	100.00%
W0223044	07-26-018-23W4	Lexin Resources Ltd.	82.00%
		Stockwork Properties Ltd.	18.00%
W0223074	12-12-030-23W4	Lexin Resources Ltd.	100.00%
W0223078	01-04-016-27W4	Lexin Resources Ltd.	100.00%
W0223109	05-01-030-23W4	Lexin Resources Ltd.	100.00%
W0223115	07-29-016-29W4	Lexin Resources Ltd.	100.00%
W0223721	16-10-020-27W4	Lexin Resources Ltd.	100.00%
W0223766	16-09-020-27W4	Lexin Resources Ltd.	100.00%
W0224079	10-32-020-27W4	Lexin Resources Ltd.	100.00%
W0224269	11-29-020-27W4	Lexin Resources Ltd.	100.00%
W0224276	16-21-020-27W4	Lexin Resources Ltd.	100.00%
W0224308	07-20-020-27W4	Lexin Resources Ltd.	100.00%
W0224314	08-28-020-27W4	Lexin Resources Ltd.	100.00%
W0225060	06-04-017-29W4	Lexin Resources Ltd.	100.00%
W0225252	09-04-016-27W4	Lexin Resources Ltd.	100.00%
W0225427	03-24-018-28W4	Lexin Resources Ltd.	100.00%
W0226236	13-20-018-26W4	Lexin Resources Ltd.	100.00%

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W0226381	12-23-020-27W4	Lexin Resources Ltd.	100.00%
W0227331	01-20-017-25W4	Lexin Resources Ltd.	100.00%
W0227882	15-16-018-26W4	Lexin Resources Ltd.	100.00%
W0228304	15-30-016-29W4	Lexin Resources Ltd.	100.00%
W0228783	05-17-017-29W4	Lexin Resources Ltd.	100.00%
W0229077	08-04-016-28W4	BxxonMobil Canada Ltd.	50.00%
		Lexin Resources Ltd.	50.00%
W0229550	01-08-017-29W4	Lexin Resources Ltd.	100.00%
W0229599	16-31-020-27W4	Lexin Resources Ltd.	100.00%
W0230320	07-30-018-26W4	Lexin Resources Ltd.	100.00%
W0230800	16-13-019-01W5	Lexin Resources Ltd.	100.00%
W0233618	10-04-016-27W4	Lexin Resources Ltd.	100.00%
W0233619	02-20-017-29W4	Lexin Resources Ltd.	100.00%
W0234834	04-09-017-29W4	Lexin Resources Ltd.	100.00%
W0236245	14-24-016-01W5	Lexin Resources Ltd.	100.00%
W0236455	04-33-022-27W4	Lexin Resources Ltd.	100.00%
W0236573	12-15-018-26W4	Lexin Resources Ltd.	100.00%
W0236585	16-07-018-25W4	Lexin Resources Ltd.	100.00%
W0236621	14-08-023-27W4	Lexin Resources Ltd.	100.00%
W0237177	01-23-018-29W4	Lexin Resources Ltd.	100.00%
W0237564	05-15-020-27W4	Lexin Resources Ltd.	100.00%
W0238088	11-01-018-29W4	Lexin Resources Ltd.	100.00%
W0238514	10-21-016-17W4	SanLing Energy Ltd.	26.70%
		Drake Energy Ltd.	26.70%
		Lexin Resources Ltd.	40.00%
		Southern Pacific Energy Ltd.	6.70%
W0238564	05-33-016-29W4	Lexin Resources Ltd.	100.00%
W0239224	03-16-017-29W4	Lexin Resources Ltd.	100.00%
W0239329	11-17-016-29W4	Lexin Resources Ltd.	100.00%
W0239339	10-24-016-30W4	Lexin Resources Ltd.	100.00%
W0239445	14-03-018-26W4	Lexin Resources Ltd.	100.00%
W0239507	07-17-017-29W4	Lexin Resources Ltd.	100.00%
W0239625	03-21-018-26W4	Lexin Resources Ltd.	62.00%
		Crescent Point Energy Corp.	38.00%
W0240902	07-09-016-28W4	Lexin Resources Ltd.	100.00%
W0240936	09-32-015-24W4	Lexin Resources Ltd.	100.00%
W0241052	14-01-016-30W4	Lexin Resources Ltd.	100.00%
W0242663	04-01-018-26W4	Lexin Resources Ltd.	75.00%

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		Crescent Point Energy Corp.	25.00%
W0242690	16-05-018-25W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0242692	16-04-018-26W4	Lexin Resources Ltd.	100.00%
W0242758	04-12-018-26W4	Lexin Resources Ltd.	100.00%
W0243231	06-22-017-29W4	Lexin Resources Ltd.	100.00%
W0243379	11-23-016-17W4	Lexin Resources Ltd.	100.00%
W0243602	11-07-012-01W5	Lexin Resources Ltd.	50.00%
		Husky Oil Operations Limited	50.00%
W0244073	16-15-017-01W5	Lexin Resources Ltd.	100.00%
W0244175	16-12-018-27W4	Lexin Resources Ltd.	60.00%
		Crescent Point Energy Corp.	40.00%
W0244505	01-24-018-27W4	Lexin Resources Ltd.	100.00%
W0244758	01-25-019-27W4	Lexin Resources Ltd.	100.00%
W0245107	08-32-018-26W4	Direct Energy Marketing Limited	50.00%
		Lexin Resources Ltd.	50.00%
W0245299	13-01-017-01W5	Lexin Resources Ltd.	100.00%
W0245340	06-02-021-27W4	Lexin Resources Ltd.	100.00%
W0246008	15-34-017-26W4	Lexin Resources Ltd.	100.00%
W0246152	03-25-012-02W5	Lexin Resources Ltd.	50.00%
		Husky Oil Operations Limited	50.00%
W0246751	12-03-017-29W4	Lexin Resources Ltd.	100.00%
W0247406	14-36-018-26W4	Lexin Resources Ltd.	75.00%
		TAQA North Ltd.	25.00%
W0247440	06-22-016-16W4	Lexin Resources Ltd.	75.00%
		Long Term Asset Management Inc.	25.00%
W0248005	06-03-018-29W4	Lexin Resources Ltd.	100.00%
W0248085	02-19-017-22W4	Lexin Resources Ltd.	75.00%
		Verity Energy Ltd.	25.00%
W0248128	12-26-082-12W4	Lexin Resources Ltd.	100.00%
W0249311	11-11-020-01W5	Lexin Resources Ltd.	100.00%
W0249662	16-08-018-26W4	Lexin Resources Ltd.	100.00%
W0250321	10-07-020-27W4	Direct Energy Marketing Limited	50.00%
		Lexin Resources Ltd.	50.00%
W0250639	09-28-019-26W4	Lexin Resources Ltd.	100.00%
W0250690	09-09-018-26W4	Direct Energy Marketing Limited	25.60%
		Lexin Resources Ltd.	74.40%
W0250691	16-17-018-26W4	Crescent Point Energy Corp.	25.00%

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		Direct Energy Marketing Limited	25.00%
		Lexin Resources Ltd.	50.00%
W0251515	16-31-017-25W4	Lexin Resources Ltd.	100.00%
W0252411	13-19-017-25W4	Lexin Resources Ltd.	100.00%
W0253027	10-33-017-25W4	Lexin Resources Ltd.	100.00%
W0254003	05-01-021-27W4	Lexin Resources Ltd.	100.00%
W0254257	10-15-016-17W4	Lexin Resources Ltd.	60.00%
		SanLing Energy Ltd.	40.00%
W0254529	11-36-020-27W4	Lexin Resources Ltd.	100.00%
W0254548	10-04-018-29W4	Lexin Resources Ltd.	100.00%
W0254658	03-12-021-27W4	Lexin Resources Ltd.	100.00%
W0254691	01-33-019-26W4	Lexin Resources Ltd.	100.00%
W0254884	06-28-018-27W4	Lexin Resources Ltd.	100.00%
W0255109	11-15-018-29W4	Lexin Resources Ltd.	100.00%
W0255152	01-32-019-26W4	Lexin Resources Ltd.	100.00%
W0255215	06-06-020-27W4	Direct Energy Marketing Limited	50.00%
W0255215	06-06-020-27W4	Lexin Resources Ltd.	50.00%
W0255234	09-23-019-27W4	Lexin Resources Ltd.	100.00%
W0255336	06-14-020-26W4	Lexin Resources Ltd.	100.00%
W0255444	12-24-020-26W4	Lexin Resources Ltd.	100.00%
W0255994	08-11-019-23W4	Drake Energy Ltd.	28.30%
		Lexin Resources Ltd.	66.70%
		Newbert Petroleum Engineering Ltd.	5.00%
W0255995	11-31-020-26W4	Lexin Resources Ltd.	100.00%
W0256113	01-35-016-16W4	Lexin Resources Ltd.	100.00%
W0256186	05-08-020-27W4	Lexin Resources Ltd.	100.00%
W0256346	12-05-020-27W4	Lexin Resources Ltd.	100.00%
W0256789	07-18-018-29W4	Lexin Resources Ltd.	100.00%
W0256890	10-21-023-28W4	Interwest Petroleum Ltd.	2.50%
		Lexin Resources Ltd.	97.50%
W0257046	16-14-014-24W4	Lexin Resources Ltd.	100.00%
W0257389	15-08-017-29W4	Lexin Resources Ltd.	100.00%
W0257697	10-10-014-01W5	Lexin Resources Ltd.	100.00%
W0258526	10-10-019-24W4	Lexin Resources Ltd.	100.00%
W0258549	09-25-018-24W4	Lexin Resources Ltd.	100.00%
W0258727	12-10-018-24W4	Lexin Resources Ltd.	100.00%
W0258779	09-05-018-29W4	Lexin Resources Ltd.	100.00%
W0258942	07-11-019-24W4	Lexin Resources Ltd.	100.00%

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W0259075	15-23-023-04W5	Lexin Resources Ltd.	100.00%
W0259281	10-32-017-29W4	Lexin Resources Ltd.	100.00%
W0259586	08-29-017-29W4	Lexin Resources Ltd.	100.00%
W0259694	04-02-018-29W4	Lexin Resources Ltd.	100.00%
W0259958	13-23-016-16W4	Lexin Resources Ltd.	75.00%
		Long Term Asset Management Inc.	25.00%
W0259973	11-26-018-29W4	Lexin Resources Ltd.	100.00%
W0260263	10-20-017-29W4	Lexin Resources Ltd.	100.00%
W0260364	08-25-016-30W4	Lexin Resources Ltd.	100.00%
W0260491	05-20-018-29W4	Lexin Resources Ltd.	100.00%
W0260729	12-16-017-29W4	Lexin Resources Ltd.	100.00%
W0260935	16-28-017-29W4	Lexin Resources Ltd.	100.00%
W0261496	09-22-018-24W4	Lexin Resources Ltd.	100.00%
W0262831	10-18-014-29W4	Lexin Resources Ltd.	100.00%
W0264926	01-17-018-29W4	Lexin Resources Ltd.	100.00%
W0265636	15-34-018-27W4	Lexin Resources Ltd.	100.00%
W0266241	16-24-017-26W4	Lexin Resources Ltd.	100.00%
W0266670	01-23-020-26W4	Lexin Resources Ltd.	100.00%
W0267710	08-22-019-29W4	Lexin Resources Ltd.	100.00%
W0267776	12-32-019-27W4	Lexin Resources Ltd.	100.00%
W0268159	12-04-020-27W4	Lexin Resources Ltd.	100.00%
W0269111	01-20-018-29W4	Lexin Resources Ltd.	100.00%
W0269126	12-22-018-29W4	Lexin Resources Ltd.	100.00%
W0269433	01-04-020-26W4	Lexin Resources Ltd.	100.00%
W0269531	13-10-018-23W4	Lexin Resources Ltd.	100.00%
W0269566	14-19-016-29W4	Lexin Resources Ltd.	100.00%
W0269955	01-05-018-23W4	Lexin Resources Ltd.	100.00%
W0270030	02-17-020-27W4	Lexin Resources Ltd.	100.00%
W0270238	12-32-020-26W4	Lexin Resources Ltd.	100.00%
W0270240	16-03-021-26W4	Lexin Resources Ltd.	75.00%
		Pengrowth Energy Corporation	25.00%
W0270243	01-27-020-26W4	Lexin Resources Ltd.	75.00%
		Pengrowth Energy Corporation	25.00%
W0270487	11-15-017-29W4	Lexin Resources Ltd.	100.00%
W0270555	13-15-018-29W4	Lexin Resources Ltd.	100.00%
W0270664	13-17-017-22W4	Lexin Resources Ltd.	100.00%
W0270731	07-11-019-27W4	Direct Energy Marketing Limited	50.00%
		Lexin Resources Ltd.	50.00%

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W0270732	09-02-019-27W4	Direct Energy Marketing Limited	50.00%
		Lexin Resources Ltd.	50.00%
W0271296	06-13-021-27W4	Lexin Resources Ltd.	100.00%
W0271607	11-28-017-29W4	Lexin Resources Ltd.	100.00%
W0271635	16-27-019-29W4	Lexin Resources Ltd.	100.00%
W0272038	03-25-012-02W5	Lexin Resources Ltd.	100.00%
W0272327	12-22-017-29W4	Lexin Resources Ltd.	100.00%
W0272540	08-21-018-23W4	Lexin Resources Ltd.	100.00%
W0272593	01-22-018-23W4	Lexin Resources Ltd.	100.00%
W0272731	05-03-019-27W4	Lexin Resources Ltd.	100.00%
W0272859	15-09-017-29W4	ExxonMobil Canada Ltd.	25.00%
		Lexin Resources Ltd.	75.00%
W0272970	03-22-017-24W4	Lexin Resources Ltd.	100.00%
W0273284	08-32-018-27W4	Lexin Resources Ltd.	100.00%
W0273599	02-33-018-27W4	Lexin Resources Ltd.	100.00%
W0273830	16-08-018-29W4	Lexin Resources Ltd.	100.00%
W0273834	01-12-019-27W4	Lexin Resources Ltd.	100.00%
W0274010	01-25-020-28W4	Lexin Resources Ltd.	75.00%
		Pengrowth Energy Corporation	25.00%
W0274011	01-15-020-26W4	Lexin Resources Ltd.	73.00%
		Pengrowth Energy Corporation	2.00%
		TAQA North Ltd.	25.00%
W0274035	08-22-020-26W4	Lexin Resources Ltd.	100.00%
W0274173	08-20-018-26W4	Lexin Resources Ltd.	100.00%
W0274193	08-22-021-27W4	Lexin Resources Ltd.	100.00%
W0274194	12-11-021-27W4	Lexin Resources Ltd.	100.00%
W0274255	13-19-034-20W4	0989 Resource Partnership	50.00%
		Trident Exploration (Alberta) Corp.	50.00%
W0274423	08-04-021-27W4	Lexin Resources Ltd.	100.00%
W0274487	03-27-017-29W4	ExxonMobil Canada Ltd.	50.00%
		Lexin Resources Ltd.	50.00%
W0274594	16-13-020-28W4	Lexin Resources Ltd.	75.00%
		Pengrowth Energy Corporation	25.00%
W0274595	12-10-021-26W4	Lexin Resources Ltd.	50.00%
		TAQA North Ltd.	50.00%
W0274766	12-20-021-27W4	Lexin Resources Ltd.	100.00%
W0274789	06-16-018-26W4	Lexin Resources Ltd.	100.00%
W0274805	14-06-030-23W4	Lexin Resources Ltd.	100.00%

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W0274821	05-09-019-27W4	Lexin Resources Ltd.	100.00%
W0274854	16-12-018-26W4	Lexin Resources Ltd.	100.00%
W0275215	01-16-019-27W4	Lexin Resources Ltd.	100.00%
W0275332	12-09-035-20W4	0989 Resource Partnership	50.00%
		Trident Exploration (Alberta) Corp.	50.00%
W0275618	08-18-016-23W4	Compass Petroleum Inc.	25.00%
		Lexin Resources Ltd.	75.00%
W0275957	16-19-016-29W4	Lexin Resources Ltd.	100.00%
W0276049	03-20-018-27W4	Lexin Resources Ltd.	100.00%
W0276149	10-29-018-27W4	Lexin Resources Ltd.	100.00%
W0276873	03-34-020-26W4	Lexin Resources Ltd.	100.00%
W0276919	08-04-019-27W4	Lexin Resources Ltd.	100.00%
W0276921	10-02-018-26W4	Lexin Resources Ltd.	100.00%
W0276923	08-28-020-26W4	Lexin Resources Ltd.	100.00%
W0277972	16-32-018-23W4	Husky Oil Operations Limited	10.00%
		Lexin Resources Ltd.	90.00%
W0278039	12-04-018-26W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0278130	06-35-016-22W4	Lexin Resources Ltd.	100.00%
W0278187	11-05-019-27W4	Lexin Resources Ltd.	100.00%
W0278472	01-24-016-30W4	Lexin Resources Ltd.	100.00%
W0278580	06-02-019-29W4	Lexin Resources Ltd.	100.00%
W0278811	02-31-017-25W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0278840	05-23-019-29W4	Lexin Resources Ltd.	100.00%
W0278878	14-21-017-26W4	Lexin Resources Ltd.	100.00%
W0279442	06-06-017-28W4	Lexin Resources Ltd.	100.00%
W0279657	15-04-018-23W4	Lexin Resources Ltd.	100.00%
W0279781	15-26-019-29W4	Lexin Resources Ltd.	100.00%
W0280467	06-03-018-23W4	Lexin Resources Ltd.	100.00%
W0281036	12-11-018-27W4	Lexin Resources Ltd.	100.00%
W0281715	06-36-020-27W4	Lexin Resources Ltd.	100.00%
W0281792	16-05-018-26W4	Lexin Resources Ltd.	100.00%
W0281942	16-29-017-26W4	Lexin Resources Ltd.	100.00%
W0282193	16-27-014-01W5	Lexin Resources Ltd.	100.00%
W0282668	16-11-019-28W4	Lexin Resources Ltd.	100.00%
W0283440	03-28-018-01W5	Lexin Resources Ltd.	100.00%
W0283651	05-09-018-26W4	Direct Energy Marketing Limited	25.60%

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		Lexin Resources Ltd.	74.40%
W0283652	01-21-020-26W4	Lexin Resources Ltd.	75.00%
		Pengrowth Energy Corporation	25.00%
W0283667	06-14-019-28W4	Lexin Resources Ltd.	100.00%
W0283691	05-24-020-27W4	Lexin Resources Ltd.	100.00%
W0284026	08-14-021-27W4	Lexin Resources Ltd.	100.00%
W0284028	01-36-019-27W4	Lexin Resources Ltd.	100.00%
W0284457	14-17-021-27W4	Lexin Resources Ltd.	100.00%
W0284474	06-18-020-27W4	Lexin Resources Ltd.	100.00%
W0284480	11-31-016-28W4	Lexin Resources Ltd.	100.00%
W0284851	07-24-018-26W4	Lexin Resources Ltd.	100.00%
W0284892	10-19-021-27W4	Lexin Resources Ltd.	100.00%
W0285042	11-36-018-27W4	Lexin Resources Ltd.	50.00%
		Pengrowth Energy Corporation	50.00%
W0285560	04-01-017-23W4	Lexin Resources Ltd.	100.00%
W0285574	04-05-020-23W4	Husky Oil Operations Limited	50.00%
		Lexin Resources Ltd.	50.00%
W0285902	01-33-019-27W4	Lexin Resources Ltd.	100.00%
W0286257	11-04-017-29W4	Lexin Resources Ltd.	100.00%
W0286408	01-19-017-26W4	Lexin Resources Ltd.	100.00%
W0286651	06-20-017-27W4	Lexin Resources Ltd.	100.00%
W0286654	04-02-019-26W4	Lexin Resources Ltd.	100.00%
W0286750	02-03-020-27W4	Lexin Resources Ltd.	97.50%
		Roseland Development Ltd.	2.50%
W0286773	12-32-022-27W4	Lexin Resources Ltd.	100.00%
W0287103	08-16-017-27W4	Lexin Resources Ltd.	50.00%
		TAQA North Ltd.	50.00%
W0287218	05-20-019-27W4	Lexin Resources Ltd.	100.00%
W0287362	05-23-019-29W4	Lexin Resources Ltd.	100.00%
W0287364	10-10-017-25W4	Lexin Resources Ltd.	100.00%
W0287392	04-05-018-27W4	Lexin Resources Ltd.	100.00%
W0287640	09-25-020-27W4	Lexin Resources Ltd.	100.00%
W0287840	08-36-016-29W4	Lexin Resources Ltd.	100.00%
W0288379	08-31-018-24W4	Lexin Resources Ltd.	100.00%
W0288431	06-19-019-27W4	Direct Energy Marketing Limited	12.50%
		Lexin Resources Ltd.	87.50%
W0288488	11-20-007-01W5	Lexin Resources Ltd.	100.00%
W0288673	16-29-018-24W4	Lexin Resources Ltd.	100.00%

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W0288969	11-25-018-23W4	Lexin Resources Ltd.	100.00%
W0289555	03-18-021-27W4	Lexin Resources Ltd.	100.00%
W0290453	14-30-016-28W4	Lexin Resources Ltd.	100.00%
W0290634	14-03-018-29W4	Lexin Resources Ltd.	100.00%
W0290820	02-09-019-22W4	Lexin Resources Ltd.	100.00%
W0290846	08-32-020-27W4	Lexin Resources Ltd.	100.00%
W0291044	06-30-017-29W4	Lexin Resources Ltd.	100.00%
W0291444	02-24-012-02W5	Lexin Resources Ltd.	100.00%
W0291534	06-22-016-27W4	Lexin Resources Ltd.	100.00%
W0291888	06-04-015-24W4	Lexin Resources Ltd.	100.00%
W0292190	03-06-020-23W4	Lexin Resources Ltd.	96.80%
		TAQA North Ltd.	3.20%
W0292133	06-02-018-23W4	Husky Oil Operations Limited	50.00%
		Lexin Resources Ltd.	50.00%
W0292327	16-08-017-26W4	Lexin Resources Ltd.	100.00%
W0293084	02-34-018-29W4	Lexin Resources Ltd.	100.00%
W0293431	07-17-019-27W4	Lexin Resources Ltd.	100.00%
W0293616	04-24-021-27W4	Ember Resources Inc.	28.00%
		0989 Resource Partnership	72.00%
W0293621	03-25-012-02W5	Lexin Resources Ltd.	100.00%
W0293624	03-25-012-02W5	Lexin Resources Ltd.	100.00%
W0293720	04-23-018-28W4	Lexin Resources Ltd.	100.00%
W0293721	08-07-019-27W4	Lexin Resources Ltd.	100.00%
W0293723	15-17-017-27W4	Lexin Resources Ltd.	100.00%
W0294015	06-18-016-27W4	Lexin Resources Ltd.	100.00%
W0294035	07-05-017-27W4	Lexin Resources Ltd.	100.00%
W0294055	10-31-017-27W4	Lexin Resources Ltd.	100.00%
W0294072	08-09-017-27W4	Lexin Resources Ltd.	100.00%
W0294076	10-25-016-29W4	Lexin Resources Ltd.	100.00%
W0294292	06-18-019-27W4	Lexin Resources Ltd.	100.00%
W0294344	02-31-016-27W4	Lexin Resources Ltd.	100.00%
W0294345	14-22-016-28W4	Lexin Resources Ltd.	100.00%
W0294346	09-01-019-28W4	Lexin Resources Ltd.	100.00%
W0294429	07-25-016-22W4	Lexin Resources Ltd.	100.00%
W0294523	13-25-016-28W4	Lexin Resources Ltd.	100.00%
W0294526	13-13-016-28W4	Lexin Resources Ltd.	100.00%
W0294652	05-33-017-27W4	Lexin Resources Ltd.	100.00%
W0294814	09-24-016-29W4	Lexin Resources Ltd.	100.00%

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W0294815	11-27-019-27W4	Lexin Resources Ltd.	62.50%
		Caledonian Royalty Corporation	37.50%
W0294933	10-23-016-28W4	Lexin Resources Ltd.	100.00%
W0295163	06-07-017-29W4	Lexin Resources Ltd.	100.00%
W0295233	01-19-020-26W4	Hornet Energy Ltd.	25.00%
		Lexin Resources Ltd.	38.00%
		Pengrowth Energy Corporation	12.00%
		TAQA North Ltd.	25.00%
W0295384	16-31-019-27W4	Direct Energy Marketing Limited	25.00%
		Lexin Resources Ltd.	75.00%
W0295386	03-23-021-27W4	Lexin Resources Ltd.	49.22%
		Ember Resources Inc.	50.78%
W0295429	06-07-017-27W4	Lexin Resources Ltd.	100.00%
W0295569	07-07-018-27W4	Lexin Resources Ltd.	100.00%
W0295570	06-09-018-27W4	Lexin Resources Ltd.	100.00%
W0295592	13-16-021-27W4	Lexin Resources Ltd.	100.00%
W0295768	01-03-016-01W5	Lexin Resources Ltd.	100.00%
W0295820	11-10-018-29W4	Lexin Resources Ltd.	100.00%
W0295928	08-16-015-24W4	Lexin Resources Ltd.	100.00%
W0295937	14-04-018-29W4	ExxonMobil Canada Ltd.	50.00%
		Lexin Resources Ltd.	50.00%
W0295996	09-30-019-27W4	Lexin Resources Ltd.	100.00%
W0296918	10-06-019-27W4	Lexin Resources Ltd.	100.00%
W0297088	01-24-021-28W4	Lexin Resources Ltd.	100.00%
W0297163	03-25-012-02W5	Lexin Resources Ltd.	100.00%
W0297164	03-25-012-02W5	Lexin Resources Ltd.	100.00%
W0297775	11-35-018-28W4	Lexin Resources Ltd.	100.00%
W0297789	06-12-019-28W4	Lexin Resources Ltd.	100.00%
W0297791	11-06-020-26W4	Lexin Resources Ltd.	100.00%
W0297792	02-07-020-26W4	Lexin Resources Ltd.	100.00%
W0298211	01-35-016-29W4	Lexin Resources Ltd.	100.00%
W0299191	05-08-019-27W4	Lexin Resources Ltd.	100.00%
W0299334	04-19-020-27W4	Direct Energy Marketing Limited	14.40%
		Lexin Resources Ltd.	85.60%
W0299366	13-17-020-26W4	Lexin Resources Ltd.	100.00%
W0300142	13-13-020-27W4	Lexin Resources Ltd.	100.00%
W0300297	04-24-016-24W4	Lexin Resources Ltd.	50.00%
		Verity Energy Ltd.	50.00%

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W0300517	01-26-018-24W4	Lexin Resources Ltd.	100.00%
W0300551	12-05-018-24W4	Lexin Resources Ltd.	75.00%
		TAQA North Ltd.	25.00%
W0300634	01-18-017-28W4	Lexin Resources Ltd.	100.00%
W0300641	10-21-018-24W4	Lexin Resources Ltd.	62.50%
		The Paddon Hughes Development Co. Ltd.	25.00%
		TAQA North Ltd.	12.50%
W0301289	06-33-018-24W4	Lexin Resources Ltd.	87.40%
		TAQA North Ltd.	12.60%
W0301549	07-15-018-24W4	Lexin Resources Ltd.	100.00%
W0302676	14-06-019-25W4	Lexin Resources Ltd.	100.00%
W0303147	11-20-018-23W4	Lexin Resources Ltd.	100.00%
W0303153	15-35-018-24W4	Lexin Resources Ltd.	100.00%
W0303260	14-32-015-23W4	Lexin Resources Ltd.	100.00%
W0303432	05-18-016-28W4	Lexin Resources Ltd.	100.00%
W0303506	06-35-019-29W4	Lexin Resources Ltd.	100.00%
W0303572	15-15-019-29W4	Lexin Resources Ltd.	100.00%
W0303760	11-16-015-23W4	Lexin Resources Ltd.	100.00%
W0304219	14-11-019-29W4	Lexin Resources Ltd.	100.00%
W0304582	07-14-018-24W4	Lexin Resources Ltd.	100.00%
W0304600	02-07-018-26W4	Lexin Resources Ltd.	100.00%
W0304751	12-24-016-28W4	Lexin Resources Ltd.	100.00%
W0304965	07-30-016-22W4	Lexin Resources Ltd.	100.00%
W0305482	09-09-018-24W4	Lexin Resources Ltd.	99.60%
		New North Resources Ltd.	6.40%
W0305502	15-16-018-29W4	Lexin Resources Ltd.	100.00%
W0305942	16-26-018-26W4	Dauntless Energy Inc.	6.30%
		Hornet Energy Ltd.	12.50%
		Lexin Resources Ltd.	81.30%
W0305947	09-34-020-27W4	Lexin Resources Ltd.	100.00%
W0306246	11-23-018-24W4	Lexin Resources Ltd.	50.00%
		The Paddon Hughes Development Co. Ltd.	50.00%
W0306314	08-23-018-24W4	Lexin Resources Ltd.	100.00%
W0306332	16-29-016-29W4	Lexin Resources Ltd.	100.00%
W0306464	08-20-018-24W4	Lexin Resources Ltd.	75.00%
		TAQA North Ltd.	25.00%
W0306596	07-02-023-03W5	Lexin Resources Ltd.	100.00%
W0306623	05-10-017-29W4	Lexin Resources Ltd.	100.00%

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W0307476	11-26-019-01W5	Lexin Resources Ltd.	100.00%
W0307919	13-19-016-28W4	Lexin Resources Ltd.	100.00%
W0308256	07-32-004-23W4	Lexin Resources Ltd.	100.00%
W0308340	06-11-018-26W4	Dauntless Energy Inc.	25.00%
		Lexin Resources Ltd.	75.00%
W0308439	08-08-017-29W4	Lexin Resources Ltd.	100.00%
W0308513	13-11-016-23W4	Lexin Resources Ltd.	100.00%
W0308565	04-32-016-28W4	Lexin Resources Ltd.	100.00%
W0308955	15-30-016-27W4	Lexin Resources Ltd.	100.00%
W0309048	07-07-018-23W4	Lexin Resources Ltd.	100.00%
W0309288	10-14-020-26W4	Lexin Resources Ltd.	100.00%
W0309299	01-05-018-21W4	Lexin Resources Ltd.	100.00%
W0310259	05-30-016-16W4	Lexin Resources Ltd.	100.00%
W0310261	08-27-016-17W4	Lexin Resources Ltd.	100.00%
W0310373	05-07-017-28W4	Lexin Resources Ltd.	100.00%
W0310459	01-17-018-25W4	Lexin Resources Ltd.	100.00%
W0310471	12-03-018-25W4	Lexin Resources Ltd.	100.00%
W0310682	11-12-020-27W4	Lexin Resources Ltd.	100.00%
W0310837	01-08-018-21W4	Lexin Resources Ltd.	100.00%
W0310910	08-28-018-29W4	Esprit Exploration Ltd.	15.00%
		BxxonMobil Canada Ltd.	30.00%
		Lexin Resources Ltd.	55.00%
W0310961	01-10-019-29W4	Lexin Resources Ltd.	100.00%
W0311092	14-17-017-22W4	Lexin Resources Ltd.	100.00%
W0311575	03-22-019-29W4	Lexin Resources Ltd.	100.00%
W0311638	09-06-018-23W4	Lexin Resources Ltd.	100.00%
W0311969	08-24-017-23W4	Lexin Resources Ltd.	100.00%
W0311983	09-20-007-01W5	Lexin Resources Ltd.	100.00%
W0312378	03-31-019-28W4	Lexin Resources Ltd.	100.00%
W0312384	07-06-019-26W4	Lexin Resources Ltd.	100.00%
W0312492	04-11-018-24W4	Lexin Resources Ltd.	100.00%
W0312674	15-18-018-24W4	Lexin Resources Ltd.	100.00%
W0312832	10-13-012-02W5	Lexin Resources Ltd.	100.00%
W0312857	15-07-018-24W4	Lexin Resources Ltd.	100.00%
W0313564	15-03-019-27W4	Lexin Resources Ltd.	100.00%
W0313691	07-01-019-23W4	Lexin Resources Ltd.	100.00%
W0313717	10-06-018-22W4	Lexin Resources Ltd.	100.00%
W0314012	10-10-018-27W4	Lexin Resources Ltd.	100.00%

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W0314119	11-24-019-28W4	Lexin Resources Ltd.	100.00%
W0314152	08-21-019-27W4	Lexin Resources Ltd.	99.10%
		Ogo Pooling #249	0.90%
W0314399	05-02-019-27W4	Lexin Resources Ltd.	50.00%
		Esprit Exploration Ltd.	37.50%
		Rmx Exploration Ltd.	12.50%
W0314870	06-14-018-27W4	Lexin Resources Ltd.	100.00%
W0315014	14-19-016-16W4	Lexin Resources Ltd.	100.00%
W0315247	06-21-019-27W4	Lexin Resources Ltd.	100.00%
W0315388	11-28-019-27W4	Lexin Resources Ltd.	100.00%
W0315397	10-13-012-02W5	Lexin Resources Ltd.	75.00%
		Husky Oil Operations Limited	25.00%
W0315408	10-13-012-02W5	Lexin Resources Ltd.	100.00%
W0315409	10-13-012-02W5	Lexin Resources Ltd.	50.00%
		Husky Oil Operations Limited	50.00%
W0315422	12-25-018-23W4	Lexin Resources Ltd.	100.00%
W0315508	12-12-017-29W4	ExxonMobil Canada Ltd.	66.70%
		Lexin Resources Ltd.	33.30%
W0315602	02-12-016-21W4	Lexin Resources Ltd.	100.00%
W0316298	05-28-017-29W4	Lexin Resources Ltd.	100.00%
W0316695	07-34-018-24W4	Lexin Resources Ltd.	100.00%
W0317188	15-34-014-27W4	Lexin Resources Ltd.	100.00%
W0317295	02-14-017-01W5	Lexin Resources Ltd.	100.00%
W0317473	06-16-018-24W4	Lexin Resources Ltd.	100.00%
W0317643	09-13-016-29W4	Lexin Resources Ltd.	100.00%
W0317780	11-28-018-24W4	Lexin Resources Ltd.	75.00%
		TAQA North Ltd.	25.00%
W0318000	01-09-017-29W4	Lexin Resources Ltd.	100.00%
W0318002	15-16-017-29W4	Lexin Resources Ltd.	100.00%
W0318104	13-09-016-23W4	Lexin Resources Ltd.	100.00%
W0318189	10-10-016-23W4	Lexin Resources Ltd.	100.00%
W0318286	01-24-016-29W4	Lexin Resources Ltd.	100.00%
W0318414	01-02-018-22W4	Lexin Resources Ltd.	100.00%
W0318487	01-06-018-26W4	Lexin Resources Ltd.	100.00%
W0318496	12-05-018-26W4	Lexin Resources Ltd.	100.00%
W0318690	08-17-018-26W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	25.00%
		Pengrowth Energy Corporation	18.80%

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		Rmx Exploration Ltd.	6.30%
W0318694	16-20-018-26W4	Lexin Resources Ltd.	75.00%
		Dauntless Energy Inc.	25.00%
W0318986	08-25-016-29W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0319207	11-05-019-25W4	Lexin Resources Ltd.	75.00%
		TAQA North Ltd.	25.00%
W0319405	05-14-016-25W4	Lexin Resources Ltd.	100.00%
W0319867	15-35-017-23W4	Lexin Resources Ltd.	100.00%
W0319868	15-36-017-23W4	Lexin Resources Ltd.	100.00%
W0319901	01-05-018-29W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0320032	11-30-016-28W4	Lexin Resources Ltd.	100.00%
W0320247	01-24-020-26W4	Lexin Resources Ltd.	100.00%
W0320249	03-23-020-26W4	0989 Resource Partnership	75.00%
		Signalta Resources Limited	25.00%
W0320366	09-07-018-26W4	Lexin Resources Ltd.	100.00%
W0320829	07-08-018-26W4	Lexin Resources Ltd.	100.00%
W0320836	05-10-018-26W4	Coastal Resources Limited	20.00%
		Lexin Resources Ltd.	50.00%
		TAQA North Ltd.	30.00%
W0320912	15-20-020-26W4	Lexin Resources Ltd.	100.00%
W0321162	06-13-016-24W4	Lexin Resources Ltd.	100.00%
W0321166	07-21-021-27W4	Lexin Resources Ltd.	100.00%
W0321588	15-21-018-29W4	ExxonMobil Canada Ltd.	57.90%
		Lexin Resources Ltd.	42.10%
W0321657	16-06-020-26W4	Lexin Resources Ltd.	100.00%
W0321659	07-29-017-23W4	Lexin Resources Ltd.	100.00%
W0321666	16-20-017-23W4	Lexin Resources Ltd.	100.00%
W0321681	02-30-017-23W4	Lexin Resources Ltd.	100.00%
W0321874	15-11-019-27W4	Lexin Resources Ltd.	50.00%
		Pengrowth Energy Corporation	37.50%
		Rmx Exploration Ltd.	12.50%
W0321969	10-30-018-26W4	Lexin Resources Ltd.	100.00%
W0321970	16-32-018-26W4	Lexin Resources Ltd.	50.00%
		Pengrowth Energy Corporation	37.50%
		Rmx Exploration Ltd.	12.50%
W0323448	10-28-020-26W4	Lexin Resources Ltd.	100.00%

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W0323867	03-31-016-28W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0324254	14-17-016-23W4	Lexin Resources Ltd.	100.00%
W0324593	13-18-016-28W4	Lexin Resources Ltd.	60.00%
		Pengrowth Energy Corporation	30.00%
		Rmx Exploration Ltd.	10.00%
W0325285	12-30-017-21W4	Lexin Resources Ltd.	100.00%
W0325447	09-25-016-17W4	Lexin Resources Ltd.	100.00%
W0325540	04-31-020-26W4	Lexin Resources Ltd.	100.00%
W0325910	12-36-017-22W4	Lexin Resources Ltd.	70.00%
		TAQA North Ltd.	30.00%
W0326321	10-19-020-26W4	Lexin Resources Ltd.	38.00%
		Hornet Energy Ltd.	25.00%
		Rmx Exploration Ltd.	12.00%
		TAQA North Ltd.	25.00%
W0326325	06-04-020-26W4	Lexin Resources Ltd.	100.00%
W0326336	10-35-017-22W4	Crescent Point Energy Corp.	25.00%
		Lexin Resources Ltd.	75.00%
W0326354	12-32-019-26W4	Lexin Resources Ltd.	100.00%
W0326434	01-21-019-29W4	Lexin Resources Ltd.	100.00%
W0326537	12-17-020-26W4	Lexin Resources Ltd.	100.00%
W0326948	05-27-020-26W4	Lexin Resources Ltd.	75.00%
		Rmx Exploration Ltd.	25.00%
W0326988	09-23-017-22W4	Lexin Resources Ltd.	100.00%
W0327029	06-33-019-26W4	Lexin Resources Ltd.	100.00%
W0327156	11-24-019-01W5	Lexin Resources Ltd.	100.00%
W0327171	11-06-018-27W4	Lexin Resources Ltd.	62.50%
		ExxonMobil Canada Ltd.	37.50%
W0327173	11-36-015-25W4	Lexin Resources Ltd.	100.00%
W0327267	05-30-016-24W4	Lexin Resources Ltd.	100.00%
W0327414	16-29-015-25W4	Lexin Resources Ltd.	50.00%
		6058931 Canada Inc.	50.00%
W0327450	01-04-018-28W4	Lexin Resources Ltd.	100.00%
W0327562	08-29-008-01W5	Lexin Resources Ltd.	100.00%
W0327575	15-31-015-23W4	Lexin Resources Ltd.	100.00%
W0327588	08-22-016-23W4	Lexin Resources Ltd.	100.00%
W0327637	03-06-016-23W4	Lexin Resources Ltd.	100.00%
W0327717	11-28-023-28W4	Lexin Resources Ltd.	100.00%

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W0327926	09-22-020-26W4	Lexin Resources Ltd.	100.00%
W0327927	11-21-018-26W4	Crescent Point Energy Corp.	38.00%
		Lexin Resources Ltd.	62.00%
W0328029	06-07-020-26W4	Lexin Resources Ltd.	100.00%
W0328174	05-17-019-27W4	Lexin Resources Ltd.	100.00%
W0328177	03-20-016-23W4	Lexin Resources Ltd.	100.00%
W0328186	05-32-020-26W4	Lexin Resources Ltd.	100.00%
W0328340	03-26-019-29W4	Lexin Resources Ltd.	100.00%
W0328687	07-34-020-26W4	Lexin Resources Ltd.	100.00%
W0328737	09-11-017-29W4	Lexin Resources Ltd.	100.00%
W0328971	09-11-018-26W4	Lexin Resources Ltd.	100.00%
W0328973	08-11-018-26W4	Lexin Resources Ltd.	100.00%
W0328975	02-17-014-22W4	Lexin Resources Ltd.	100.00%
W0329497	09-03-018-25W4	Lexin Resources Ltd.	100.00%
W0329653	14-03-020-27W4	Lexin Resources Ltd.	58.50%
		Sutton Energy Ltd.	41.50%
W0329845	13-28-009-02W5	Lexin Resources Ltd.	100.00%
W0329849	03-17-018-22W4	Lexin Resources Ltd.	100.00%
W0329928	16-12-015-25W4	Lexin Resources Ltd.	100.00%
W0329945	08-09-019-27W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0329948	07-15-020-27W4	Lexin Resources Ltd.	100.00%
W0330362	14-12-018-26W4	Lexin Resources Ltd.	100.00%
W0330389	09-24-018-26W4	Lexin Resources Ltd.	100.00%
W0330396	08-01-017-29W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0330411	06-01-017-29W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0330432	02-12-018-26W4	Lexin Resources Ltd.	100.00%
W0330444	06-05-018-25W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0330474	14-11-017-29W4	Lexin Resources Ltd.	100.00%
W0330686	05-12-018-28W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0330737	13-05-023-27W4	Lexin Resources Ltd.	100.00%
W0330738	05-12-019-27W4	Lexin Resources Ltd.	100.00%
W0331016	14-10-021-27W4	Lexin Resources Ltd.	100.00%
W0331035	06-17-021-27W4	Lexin Resources Ltd.	100.00%

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W0331057	04-12-030-23W4	Lexin Resources Ltd.	100.00%
W0331064	16-24-030-23W4	Pengrowth Energy Corporation	41.67%
		0989 Resource Partnership	16.67%
		Pine Cliff Energy Ltd.	41.67%
W0331086	12-10-030-23W4	Lexin Resources Ltd.	100.00%
W0331101	15-12-030-23W4	Lexin Resources Ltd.	100.00%
W0331148	16-16-021-27W4	Lexin Resources Ltd.	100.00%
W0331219	08-18-021-27W4	Lexin Resources Ltd.	100.00%
W0331241	16-36-016-29W4	Lexin Resources Ltd.	100.00%
W0331292	16-25-017-22W4	Lexin Resources Ltd.	100.00%
W0331508	14-36-016-29W4	Lexin Resources Ltd.	100.00%
W0331516	09-10-030-23W4	Lexin Resources Ltd.	100.00%
W0331775	01-07-018-25W4	Lexin Resources Ltd.	60.00%
		Crescent Point Energy Corp.	40.00%
W0331776	14-28-019-26W4	Lexin Resources Ltd.	100.00%
W0331909	14-11-019-29W4	Lexin Resources Ltd.	100.00%
W0332063	07-03-021-26W4	Lexin Resources Ltd.	75.00%
		Prospex Resources Ltd.	25.00%
W0332082	10-28-017-22W4	Lexin Resources Ltd.	65.00%
		TAQA North Ltd.	35.00%
W0332107	03-15-018-26W4	Crescent Point Energy Corp.	60.00%
		Lexin Resources Ltd.	40.00%
W0332402	05-29-020-27W4	Lexin Resources Ltd.	100.00%
W0332467	08-21-020-27W4	Lexin Resources Ltd.	100.00%
W0332662	03-18-018-27W4	Lexin Resources Ltd.	100.00%
W0332670	06-07-017-28W4	Lexin Resources Ltd.	100.00%
W0332790	11-14-021-27W4	Lexin Resources Ltd.	100.00%
W0332815	09-17-007-01W5	Lexin Resources Ltd.	100.00%
W0332872	02-32-017-23W4	Lexin Resources Ltd.	100.00%
W0333086	09-20-019-27W4	Lexin Resources Ltd.	50.00%
		Prospex Resources Ltd.	37.50%
		Rmx Exploration Ltd.	12.50%
W0333191	11-02-019-26W4	Lexin Resources Ltd.	100.00%
W0333208	02-02-016-27W4	Lexin Resources Ltd.	100.00%
W0333275	14-09-008-01W5	Lexin Resources Ltd.	100.00%
W0333309	12-27-023-03W5	Lexin Resources Ltd.	100.00%
W0333382	07-20-023-02W5	Lexin Resources Ltd.	100.00%
W0333384	15-09-023-02W5	Lexin Resources Ltd.	100.00%

W0333425	11-03-021-27W4	Lexin Resources Ltd.	100.00%
W0333568	03-11-016-27W4	Lexin Resources Ltd.	100.00%
W0333569	07-08-018-27W4	Lexin Resources Ltd.	100.00%
W0333585	07-35-018-25W4	Direct Energy Marketing Limited	25.00%
		Lexin Resources Ltd.	75.00%
W0334125	09-17-018-29W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0334158	15-09-017-29W4	Lexin Resources Ltd.	100.00%
W0334238	06-26-019-27W4	Lexin Resources Ltd.	48.10%
		Caledonian Royalty Corporation	51.92%
W0334239	03-16-018-27W4	Lexin Resources Ltd.	100.00%
W0334241	07-20-018-27W4	Lexin Resources Ltd.	100.00%
W0334332	12-11-019-01W5	Lexin Resources Ltd.	100.00%
W0334384	05-11-019-28W4	Lexin Resources Ltd.	100.00%
W0334387	14-13-021-27W4	Lexin Resources Ltd.	100.00%
W0334391	08-08-018-29W4	Lexin Resources Ltd.	100.00%
W0334397	12-29-018-27W4	Lexin Resources Ltd.	100.00%
W0334420	06-22-023-02W5	Lexin Resources Ltd.	100.00%
W0334424	13-21-023-02W5	Lexin Resources Ltd.	100.00%
W0334519	03-30-023-02W5	Lexin Resources Ltd.	100.00%
W0334654	11-05-018-27W4	Lexin Resources Ltd.	100.00%
W0334662	06-31-018-24W4	Lexin Resources Ltd.	100.00%
W0334748	12-26-016-17W4	Lexin Resources Ltd.	100.00%
W0334924	11-10-018-28W4	Lexin Resources Ltd.	100.00%
W0335576	16-02-017-26W4	Lexin Resources Ltd.	100.00%
W0335577	10-10-017-26W4	Lexin Resources Ltd.	100.00%
W0335590	06-08-017-26W4	Lexin Resources Ltd.	100.00%
W0335594	13-07-016-28W4	Lexin Resources Ltd.	100.00%
W0335689	16-27-018-24W4	Lexin Resources Ltd.	81.30%
		TAQA North Ltd.	18.80%
W0335754	06-34-018-27W4	Lexin Resources Ltd.	100.00%
W0335770	14-28-015-25W4	Lexin Resources Ltd.	100.00%
W0335773	07-14-019-01W5	Lexin Resources Ltd.	100.00%
W0335825	04-33-016-29W4	Lexin Resources Ltd.	100.00%
W0335925	07-10-019-28W4	Lexin Resources Ltd.	100.00%
W0335963	05-01-019-28W4	Lexin Resources Ltd.	100.00%
W0336366	03-28-020-27W4	Lexin Resources Ltd.	100.00%
W0336377	16-26-018-24W4	Lexin Resources Ltd.	75.00%

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		TAQA North Ltd.	25.00%
W0336394	14-29-015-25W4	Lexin Resources Ltd.	100.00%
W0336441	05-12-016-27W4	Lexin Resources Ltd.	100.00%
W0336549	04-36-019-27W4	Lexin Resources Ltd.	100.00%
W0336567	10-05-019-24W4	Lexin Resources Ltd.	100.00%
W0336844	13-25-019-29W4	Lexin Resources Ltd.	100.00%
W0336896	06-12-017-26W4	Lexin Resources Ltd.	100.00%
W0337236	05-22-018-29W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0337243	06-34-015-25W4	Lexin Resources Ltd.	100.00%
W0337386	11-04-019-26W4	Lexin Resources Ltd.	100.00%
W0337613	05-16-019-27W4	Lexin Resources Ltd.	100.00%
W0337618	07-21-017-26W4	Lexin Resources Ltd.	100.00%
W0337633	09-22-017-26W4	Lexin Resources Ltd.	100.00%
W0337635	11-33-018-27W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0337651	12-01-017-29W4	Lexin Resources Ltd.	100.00%
W0337664	14-22-017-23W4	Lexin Resources Ltd.	100.00%
W0337796	11-06-016-24W4	Lexin Resources Ltd.	100.00%
W0337864	16-16-017-23W4	Lexin Resources Ltd.	100.00%
W0338001	15-23-017-23W4	Lexin Resources Ltd.	100.00%
W0338047	15-17-016-23W4	Lexin Resources Ltd.	100.00%
W0338118	05-29-015-27W4	Lexin Resources Ltd.	100.00%
W0338234	02-03-018-28W4	Lexin Resources Ltd.	100.00%
W0338274	06-04-017-26W4	Lexin Resources Ltd.	100.00%
W0338296	05-19-017-25W4	Crescent Point Energy Corp.	50.00%
		Lexin Resources Ltd.	50.00%
W0338315	11-19-017-26W4	Lexin Resources Ltd.	100.00%
W0338349	01-31-015-24W4	Lexin Resources Ltd.	100.00%
W0338387	15-18-017-23W4	Lexin Resources Ltd.	100.00%
W0338392	05-05-016-23W4	Lexin Resources Ltd.	100.00%
W0338682	13-16-020-27W4	Lexin Resources Ltd.	100.00%
W0338742	09-28-018-29W4	Lexin Resources Ltd.	52.60%
		Esprit Exploration Ltd.	15.80%
		ExxonMobil Canada Ltd.	31.60%
W0338764	03-06-019-26W4	Lexin Resources Ltd.	100.00%
W0338792	05-04-013-28W4	Lexin Resources Ltd.	100.00%
W0338864	13-18-015-25W4	Lexin Resources Ltd.	100.00%

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W0338944	10-29-019-24W4	Lexin Resources Ltd.	100.00%
W0338959	03-30-020-27W4	Lexin Resources Ltd.	100.00%
W0339059	16-15-017-23W4	Lexin Resources Ltd.	100.00%
W0339486	14-36-017-22W4	Lexin Resources Ltd.	100.00%
W0339713	08-16-016-25W4	Lexin Resources Ltd.	100.00%
W0340075	03-06-021-27W4	Lexin Resources Ltd.	50.00%
		ConocoPhillips Canada Resources Corp.	50.00%
W0340272	03-19-016-23W4	Lexin Resources Ltd.	100.00%
W0340699	11-01-019-25W4	Lexin Resources Ltd.	100.00%
W0340742	03-34-017-28W4	Lexin Resources Ltd.	100.00%
W0340845	11-30-014-24W4	Lexin Resources Ltd.	100.00%
W0340897	10-14-015-25W4	Lexin Resources Ltd.	100.00%
W0340899	09-16-016-23W4	Lexin Resources Ltd.	100.00%
W0340913	07-23-019-27W4	Canadian Freehold Consulting (1991) Ltd.	10.00%
		Lexin Resources Ltd.	90.10%
W0340914	12-02-016-24W4	Lexin Resources Ltd.	100.00%
W0341016	01-21-016-23W4	Lexin Resources Ltd.	100.00%
W0341841	02-12-019-28W4	Lexin Resources Ltd.	100.00%
W0341875	14-25-019-27W4	Lexin Resources Ltd.	83.30%
		Prospex Resources Ltd.	12.50%
		Rmx Exploration Ltd.	4.20%
W0341991	07-11-018-27W4	Lexin Resources Ltd.	100.00%
W0342057	01-10-019-29W4	Lexin Resources Ltd.	100.00%
W0342102	06-29-015-25W4	Lexin Resources Ltd.	100.00%
W0342228	06-15-020-26W4	Lexin Resources Ltd.	73.00%
		Rmx Exploration Ltd.	2.00%
		TAQA North Ltd.	25.00%
W0342372	07-12-015-25W4	Lexin Resources Ltd.	100.00%
W0342499	03-36-019-29W4	Lexin Resources Ltd.	100.00%
W0342843	06-24-018-27W4	Lexin Resources Ltd.	50.00%
		Prospex Resources Ltd.	37.50%
		Rmx Exploration Ltd.	12.50%
W0342866	10-11-015-24W4	Lexin Resources Ltd.	100.00%
W0342910	11-31-020-27W4	Lexin Resources Ltd.	100.00%
W0342992	16-16-018-23W4	Lexin Resources Ltd.	50.00%
		Prospex Resources Ltd.	50.00%
W0343151	11-07-012-01W5	Lexin Resources Ltd.	50.00%
		Husky Oil Operations Limited	50.00%

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W0343170	10-30-020-27W4	Lexin Resources Ltd.	100.00%
W0343209	08-10-015-24W4	Lexin Resources Ltd.	100.00%
W0343233	08-36-016-29W4	Lexin Resources Ltd.	50.00%
		BxxonMobil Canada Ltd.	50.00%
W0343234	09-24-015-25W4	Lexin Resources Ltd.	100.00%
W0343424	07-23-015-23W4	Crescent Point Energy Corp.	5.00%
		Lexin Resources Ltd.	95.00%
W0343442	15-11-015-25W4	Lexin Resources Ltd.	100.00%
W0343582	05-07-019-27W4	Lexin Resources Ltd.	100.00%
W0343618	05-04-016-24W4	Lexin Resources Ltd.	100.00%
W0343619	05-29-015-24W4	Lexin Resources Ltd.	100.00%
W0344037	10-18-015-23W4	Lexin Resources Ltd.	100.00%
W0344251	15-36-019-27W4	Lexin Resources Ltd.	100.00%
W0344256	01-04-019-27W4	Lexin Resources Ltd.	100.00%
W0344461	10-34-015-23W4	Lexin Resources Ltd.	100.00%
W0344726	15-27-016-25W4	Lexin Resources Ltd.	100.00%
W0345156	16-22-017-25W4	Lexin Resources Ltd.	100.00%
W0345198	09-18-017-29W4	Lexin Resources Ltd.	100.00%
W0345247	05-33-019-24W4	Lexin Resources Ltd.	100.00%
W0345606	13-05-017-29W4	Lexin Resources Ltd.	100.00%
W0345742	12-24-019-28W4	Lexin Resources Ltd.	100.00%
W0345743	12-09-019-22W4	Lexin Resources Ltd.	100.00%
W0345999	11-01-018-26W4	Encana Corporation	25.00%
		Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	25.00%
W0346119	16-26-017-23W4	Lexin Resources Ltd.	92.00%
		Scotia Oils Limited	8.00%
W0346272	14-01-016-30W4	Lexin Resources Ltd.	100.00%
W0346407	08-29-019-24W4	Lexin Resources Ltd.	100.00%
W0346689	01-01-021-27W4	Lexin Resources Ltd.	100.00%
W0346691	02-07-020-27W4	Lexin Resources Ltd.	50.00%
		ProspeX Resources Ltd.	37.50%
		Rmx Exploration Ltd.	12.50%
W0347281	13-22-015-24W4	Lexin Resources Ltd.	100.00%
W0347439	01-03-016-25W4	Lexin Resources Ltd.	100.00%
W0347504	11-03-016-25W4	Lexin Resources Ltd.	100.00%
W0347650	09-20-015-24W4	Lexin Resources Ltd.	100.00%
W0347783	10-10-019-22W4	Lexin Resources Ltd.	100.00%

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W0347862	13-20-018-21W4	Lexin Resources Ltd.	100.00%
W0347947	06-18-017-21W4	Lexin Resources Ltd.	100.00%
W0348113	15-05-016-24W4	Lexin Resources Ltd.	100.00%
W0348228	06-36-018-26W4	Lexin Resources Ltd.	75.00%
		TAQA North Ltd.	25.00%
W0348415	14-28-015-25W4	Lexin Resources Ltd.	100.00%
W0348972	07-31-019-27W4	Lexin Resources Ltd.	75.00%
		Prospex Resources Ltd.	18.80%
		Rmx Exploration Ltd.	6.30%
W0348999	08-32-015-25W4	Lexin Resources Ltd.	50.00%
		6058931 Canada Inc.	50.00%
W0349274	02-15-019-29W4	Lexin Resources Ltd.	100.00%
W0349416	16-32-008-25W4	Lexin Resources Ltd.	100.00%
W0349420	05-11-016-24W4	Lexin Resources Ltd.	100.00%
W0349423	02-10-016-24W4	Lexin Resources Ltd.	100.00%
W0349864	15-12-016-25W4	Crescent Point Energy Corp.	10.00%
		Lexin Resources Ltd.	90.00%
W0349894	04-28-015-24W4	Lexin Resources Ltd.	100.00%
W0350135	14-30-019-27W4	Lexin Resources Ltd.	100.00%
W0350142	04-13-019-29W4	Lexin Resources Ltd.	100.00%
W0350212	04-13-019-29W4	Lexin Resources Ltd.	100.00%
W0350428	12-32-017-29W4	Lexin Resources Ltd.	100.00%
W0350491	14-18-014-24W4	Lexin Resources Ltd.	100.00%
W0351113	10-16-020-27W4	Lexin Resources Ltd.	100.00%
W0351178	16-10-016-25W4	Lexin Resources Ltd.	100.00%
W0351356	02-15-019-29W4	Lexin Resources Ltd.	100.00%
W0351489	05-06-016-25W4	Lexin Resources Ltd.	100.00%
W0351536	14-19-020-27W4	Lexin Resources Ltd.	85.60%
		Rmx Exploration Ltd.	14.40%
W0351817	06-23-030-23W4	Pine Cliff Energy Ltd.	37.50%
		0989 Resource Partnership	25.00%
		Pengrowth Energy Corporation	37.50%
W0351890	01-10-013-02W5	Lexin Resources Ltd.	100.00%
W0351892	07-09-030-23W4	Lexin Resources Ltd.	25.00%
		Encana Corporation	75.00%
W0352032	12-06-019-27W4	Lexin Resources Ltd.	100.00%
W0352077	13-16-015-25W4	Lexin Resources Ltd.	100.00%
W0352218	11-35-029-23W4	Lexin Resources Ltd.	50.00%

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		Encana Corporation	50.00%
W0352289	06-11-020-29W4	Lexin Resources Ltd.	100.00%
W0352294	09-11-020-29W4	Lexin Resources Ltd.	100.00%
W0352456	09-33-017-23W4	Lexin Resources Ltd.	67.50%
		TAQA North Ltd.	32.50%
W0352501	10-01-019-25W4	Lexin Resources Ltd.	100.00%
W0352503	11-12-015-24W4	Lexin Resources Ltd.	100.00%
W0353158	01-34-014-25W4	Lexin Resources Ltd.	100.00%
W0353283	04-07-018-26W4	Lexin Resources Ltd.	100.00%
W0353437	11-17-018-26W4	Lexin Resources Ltd.	50.00%
		Encana Corporation	50.00%
W0353492	06-36-018-27W4	Lexin Resources Ltd.	50.00%
		Prospex Resources Ltd.	37.50%
		Rmx Exploration Ltd.	12.50%
W0353523	07-06-020-27W4	Lexin Resources Ltd.	50.00%
		Prospex Resources Ltd.	37.50%
		Rmx Exploration Ltd.	12.50%
W0353589	02-05-018-26W4	Lexin Resources Ltd.	100.00%
W0353603	07-06-018-26W4	Lexin Resources Ltd.	100.00%
W0353608	14-05-018-26W4	Lexin Resources Ltd.	100.00%
W0353617	11-08-018-26W4	Lexin Resources Ltd.	100.00%
W0353618	11-07-018-26W4	Lexin Resources Ltd.	100.00%
W0353695	03-30-018-26W4	Lexin Resources Ltd.	100.00%
W0353712	12-12-018-27W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0353723	06-17-018-26W4	Lexin Resources Ltd.	50.00%
		Encana Corporation	25.00%
		Crescent Point Energy Corp.	25.00%
W0354139	09-26-017-22W4	Lexin Resources Ltd.	100.00%
W0354164	14-36-017-22W4	Lexin Resources Ltd.	100.00%
W0354264	14-23-016-23W4	Lexin Resources Ltd.	100.00%
W0354278	14-32-014-25W4	Lexin Resources Ltd.	100.00%
W0354294	07-14-018-27W4	Lexin Resources Ltd.	100.00%
W0354320	11-05-019-24W4	Lexin Resources Ltd.	100.00%
W0354392	09-14-018-27W4	Lexin Resources Ltd.	100.00%
W0354395	03-08-018-26W4	Lexin Resources Ltd.	100.00%
W0354562	15-20-014-24W4	Lexin Resources Ltd.	100.00%
W0354569	02-26-014-23W4	Lexin Resources Ltd.	100.00%

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W0354742	15-06-017-28W4	Lexin Resources Ltd.	100.00%
W0354827	05-35-018-24W4	Lexin Resources Ltd.	75.00%
		New North Resources Ltd.	25.00%
W0354924	13-09-007-01W5	Lexin Resources Ltd.	100.00%
W0354957	04-32-019-26W4	Lexin Resources Ltd.	100.00%
W0354971	05-06-018-26W4	Lexin Resources Ltd.	100.00%
W0355039	16-32-018-29W4	Lexin Resources Ltd.	100.00%
W0355144	16-33-020-28W4	Lexin Resources Ltd.	100.00%
W0355391	09-11-018-27W4	Lexin Resources Ltd.	100.00%
W0355473	02-10-014-24W4	ConocoPhillips Canada Resources Corp.	20.00%
		Lexin Resources Ltd.	80.00%
W0355725	10-20-018-26W4	Lexin Resources Ltd.	100.00%
W0355728	15-34-015-24W4	Lexin Resources Ltd.	100.00%
W0355739	03-20-018-21W4	Lexin Resources Ltd.	100.00%
W0355789	10-32-014-24W4	Lexin Resources Ltd.	100.00%
W0355849	09-24-015-26W4	Lexin Resources Ltd.	100.00%
W0355895	05-23-019-29W4	Lexin Resources Ltd.	100.00%
W0355952	16-20-015-25W4	Lexin Resources Ltd.	100.00%
W0356093	16-25-016-30W4	Lexin Resources Ltd.	100.00%
W0356107	09-17-007-01W5	Lexin Resources Ltd.	100.00%
W0356276	10-14-020-28W4	Direct Energy Marketing Limited	40.00%
		Lexin Resources Ltd.	60.00%
W0356313	15-32-019-26W4	Lexin Resources Ltd.	100.00%
W0356454	08-19-002-23W4	Lexin Resources Ltd.	100.00%
W0356455	11-31-002-23W4	Lexin Resources Ltd.	100.00%
W0356555	07-26-017-22W4	Lexin Resources Ltd.	75.00%
		Quicksilver Resources Canada Inc.	25.00%
W0356729	06-06-019-25W4	Lexin Resources Ltd.	100.00%
W0356732	06-25-019-27W4	Lexin Resources Ltd.	83.30%
		Prospex Resources Ltd.	12.50%
		Rmx Exploration Ltd.	4.20%
W0356872	02-02-015-25W4	Lexin Resources Ltd.	100.00%
W0356897	13-18-016-29W4	Lexin Resources Ltd.	100.00%
W0357033	12-32-016-29W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0357233	16-09-002-23W4	Lexin Resources Ltd.	100.00%
W0357423	16-11-020-27W4	Lexin Resources Ltd.	100.00%
W0357503	13-29-002-23W4	Lexin Resources Ltd.	100.00%

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W0357692	02-25-014-25W4	Lexin Resources Ltd.	100.00%
W0357846	15-31-020-02W5	Lexin Resources Ltd.	100.00%
W0357986	15-02-019-01W5	Lexin Resources Ltd.	100.00%
W0358248	12-03-015-24W4	Lexin Resources Ltd.	100.00%
W0358379	11-12-021-27W4	Lexin Resources Ltd.	100.00%
W0358382	05-13-020-27W4	Lexin Resources Ltd.	100.00%
W0358411	11-21-015-24W4	Lexin Resources Ltd.	100.00%
W0358477	07-10-019-24W4	Lexin Resources Ltd.	100.00%
W0358497	08-20-015-25W4	Lexin Resources Ltd.	50.00%
		6058931 Canada Inc.	50.00%
W0358667	10-33-015-25W4	Lexin Resources Ltd.	100.00%
W0358732	08-22-017-22W4	Lexin Resources Ltd.	100.00%
W0358888	14-11-019-24W4	Lexin Resources Ltd.	100.00%
W0358889	12-06-020-26W4	Lexin Resources Ltd.	100.00%
W0359011	02-17-016-23W4	Lexin Resources Ltd.	100.00%
W0359012	05-06-020-26W4	Lexin Resources Ltd.	100.00%
W0359089	08-13-020-27W4	Lexin Resources Ltd.	100.00%
W0359126	14-24-020-27W4	Lexin Resources Ltd.	100.00%
W0359127	06-24-020-27W4	Lexin Resources Ltd.	100.00%
W0359183	08-04-030-23W4	Lexin Resources Ltd.	100.00%
W0359223	14-11-020-28W4	Lexin Resources Ltd.	85.00%
		Prospex Resources Ltd.	15.00%
W0359349	08-24-020-27W4	Lexin Resources Ltd.	100.00%
W0359375	16-13-020-27W4	Lexin Resources Ltd.	100.00%
W0359471	01-35-014-25W4	Lexin Resources Ltd.	100.00%
W0359480	09-14-015-23W4	Lexin Resources Ltd.	100.00%
W0359542	04-35-012-28W4	Lexin Resources Ltd.	100.00%
W0359582	10-05-007-01W5	Lexin Resources Ltd.	100.00%
W0359637	15-34-029-23W4	Lexin Resources Ltd.	100.00%
W0359638	16-35-029-23W4	Lexin Resources Ltd.	100.00%
W0359658	08-02-030-23W4	Lexin Resources Ltd.	100.00%
W0359932	01-03-030-23W4	Lexin Resources Ltd.	100.00%
W0359934	09-15-030-23W4	Lexin Resources Ltd.	100.00%
W0359939	01-02-015-23W4	Lexin Resources Ltd.	100.00%
W0359946	12-15-030-23W4	Lexin Resources Ltd.	100.00%
W0360012	13-15-012-28W4	Lexin Resources Ltd.	100.00%
W0360105	01-34-029-23W4	Lexin Resources Ltd.	100.00%
W0360139	05-35-029-23W4	Lexin Resources Ltd.	100.00%

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W0360161	06-03-030-23W4	Lexin Resources Ltd.	100.00%
W0360212	11-30-015-25W4	Lexin Resources Ltd.	100.00%
W0360296	13-35-018-25W4	Lexin Resources Ltd.	75.00%
		Prospex Resources Ltd.	25.00%
W0360401	01-11-019-24W4	Lexin Resources Ltd.	100.00%
W0360403	02-28-017-28W4	Lexin Resources Ltd.	100.00%
W0360425	08-08-019-22W4	Lexin Resources Ltd.	100.00%
W0360440	06-11-019-24W4	Lexin Resources Ltd.	100.00%
W0360456	07-03-018-25W4	Lexin Resources Ltd.	100.00%
W0360765	09-02-030-23W4	Lexin Resources Ltd.	100.00%
W0360767	04-02-030-23W4	Lexin Resources Ltd.	100.00%
W0360770	11-02-030-23W4	Lexin Resources Ltd.	100.00%
W0360833	02-15-030-23W4	Lexin Resources Ltd.	100.00%
W0360834	14-01-030-23W4	Lexin Resources Ltd.	100.00%
W0360836	04-15-030-23W4	Lexin Resources Ltd.	100.00%
W0361112	07-11-016-25W4	Lexin Resources Ltd.	100.00%
W0361223	10-05-018-25W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0361224	06-21-018-23W4	Lexin Resources Ltd.	100.00%
W0361283	15-11-030-23W4	0989 Resource Partnership	62.50%
		Pengrowth Energy Corporation	18.75%
		Pine Cliff Energy Ltd.	18.75%
W0361338	14-21-018-23W4	Lexin Resources Ltd.	100.00%
W0361339	14-11-030-23W4	0989 Resource Partnership	62.50%
		Pengrowth Energy Corporation	18.75%
		Pine Cliff Energy Ltd.	18.75%
W0361485	08-01-018-26W4	Crescent Point Energy Corp.	25.40%
		Direct Energy Marketing Limited	24.60%
		Lexin Resources Ltd.	50.00%
W0361486	02-11-030-23W4	Lexin Resources Ltd.	43.75%
		Pine Cliff Energy Ltd.	18.75%
		Pengrowth Energy Corporation	37.50%
W0361498	11-14-017-23W4	Lexin Resources Ltd.	100.00%
W0361587	01-04-018-25W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0361729	09-32-018-22W4	Lexin Resources Ltd.	100.00%
W0361731	12-34-029-23W4	Lexin Resources Ltd.	100.00%
W0361941	05-22-018-23W4	Lexin Resources Ltd.	100.00%

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W0361960	11-03-030-23W4	Lexin Resources Ltd.	100.00%
W0362134	05-10-030-23W4	Lexin Resources Ltd.	100.00%
W0362137	03-11-030-23W4	0989 Resource Partnership	62.50%
		Pengrowth Energy Corporation	18.75%
		Pine Cliff Energy Ltd.	18.75%
W0362138	10-03-030-23W4	Lexin Resources Ltd.	100.00%
W0362157	07-10-030-23W4	Lexin Resources Ltd.	100.00%
W0362158	07-01-030-23W4	Lexin Resources Ltd.	100.00%
W0362175	16-33-014-25W4	Lexin Resources Ltd.	100.00%
W0362460	06-14-018-23W4	Lexin Resources Ltd.	100.00%
W0362467	07-08-019-22W4	Lexin Resources Ltd.	100.00%
W0362483	13-24-018-26W4	Lexin Resources Ltd.	100.00%
W0362528	14-31-016-29W4	Lexin Resources Ltd.	50.00%
		BxxonMobil Canada Ltd.	50.00%
W0362598	06-24-018-26W4	Lexin Resources Ltd.	100.00%
W0362600	08-12-030-23W4	Lexin Resources Ltd.	100.00%
W0362643	13-32-016-28W4	Lexin Resources Ltd.	100.00%
W0362698	16-01-030-23W4	Lexin Resources Ltd.	100.00%
W0362741	16-21-016-23W4	Lexin Resources Ltd.	100.00%
W0362858	14-07-030-22W4	Pine Cliff Energy Ltd.	50.00%
		0989 Resource Partnership	50.00%
W0362874	04-36-020-27W4	Lexin Resources Ltd.	100.00%
W0362878	16-07-030-22W4	Pine Cliff Energy Ltd.	50.00%
		0989 Resource Partnership	50.00%
W0362881	15-21-016-23W4	Lexin Resources Ltd.	100.00%
W0363582	04-19-017-22W4	Lexin Resources Ltd.	75.00%
		Verity Energy Ltd.	25.00%
W0363642	06-07-030-22W4	Pine Cliff Energy Ltd.	50.00%
		0989 Resource Partnership	50.00%
W0363793	08-07-030-22W4	Pine Cliff Energy Ltd.	50.00%
		0989 Resource Partnership	50.00%
W0363952	06-27-019-27W4	Lexin Resources Ltd.	62.50%
		Caledonian Royalty Corporation	37.50%
W0364018	07-04-018-26W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0364056	07-20-016-23W4	Lexin Resources Ltd.	100.00%
W0364076	11-25-020-27W4	Lexin Resources Ltd.	100.00%
W0364097	01-16-016-23W4	Lexin Resources Ltd.	100.00%

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W0364100	09-34-014-23W4	Lexin Resources Ltd.	100.00%
W0364225	02-04-018-26W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0364227	05-16-016-23W4	Lexin Resources Ltd.	100.00%
W0364250	16-24-021-28W4	Lexin Resources Ltd.	100.00%
W0364251	05-18-016-23W4	Compass Petroleum Inc.	25.00%
		Lexin Resources Ltd.	75.00%
W0364378	05-23-018-25W4	Lexin Resources Ltd.	100.00%
W0364553	13-29-016-23W4	Lexin Resources Ltd.	100.00%
W0364580	16-04-015-25W4	Lexin Resources Ltd.	100.00%
W0364783	16-20-018-23W4	Lexin Resources Ltd.	100.00%
W0364809	11-01-008-02W5	Lexin Resources Ltd.	100.00%
W0364810	12-09-016-25W4	Lexin Resources Ltd.	100.00%
W0364849	13-35-014-23W4	Lexin Resources Ltd.	100.00%
W0364864	10-32-019-27W4	Lexin Resources Ltd.	100.00%
W0364872	16-33-020-28W4	Lexin Resources Ltd.	100.00%
W0364873	01-32-020-26W4	Lexin Resources Ltd.	100.00%
W0364935	03-03-010-03W5	Lexin Resources Ltd.	40.00%
		Tamarack Valley Energy Ltd.	60.00%
W0365054	07-04-019-29W4	Lexin Resources Ltd.	100.00%
W0365272	09-19-020-27W4	Lexin Resources Ltd.	85.60%
		Rmx Exploration Ltd.	14.40%
W0365280	09-10-019-22W4	Lexin Resources Ltd.	100.00%
W0365331	01-10-019-22W4	Lexin Resources Ltd.	100.00%
W0365341	03-29-020-27W4	Lexin Resources Ltd.	100.00%
W0365419	05-31-017-27W4	Lexin Resources Ltd.	100.00%
W0365449	16-09-019-22W4	Lexin Resources Ltd.	100.00%
W0366039	11-15-016-23W4	Lexin Resources Ltd.	100.00%
W0366137	15-19-016-23W4	Lexin Resources Ltd.	100.00%
W0366421	10-32-016-23W4	Lexin Resources Ltd.	100.00%
W0366605	09-32-016-23W4	Lexin Resources Ltd.	100.00%
W0366772	14-04-010-02W5	Lexin Resources Ltd.	100.00%
W0366926	16-28-014-25W4	Lexin Resources Ltd.	100.00%
W0367156	07-28-017-22W4	Lexin Resources Ltd.	65.00%
		TAQA North Ltd.	35.00%
W0367211	06-17-021-27W4	Lexin Resources Ltd.	100.00%
W0367304	12-23-020-27W4	Lexin Resources Ltd.	100.00%
W0367527	06-15-020-26W4	Direct Energy Marketing Limited	2.00%

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		Lexin Resources Ltd.	98.00%
W0367605	06-20-017-27W4	Lexin Resources Ltd.	100.00%
W0368349	06-02-019-29W4	Lexin Resources Ltd.	100.00%
W0368533	12-32-016-23W4	Lexin Resources Ltd.	100.00%
W0370808	06-04-021-26W4	Lexin Resources Ltd.	100.00%
W0370926	10-13-012-02W5	Lexin Resources Ltd.	100.00%
W0371306	08-33-016-23W4	Lexin Resources Ltd.	100.00%
W0371307	09-28-016-23W4	Lexin Resources Ltd.	100.00%
W0371460	15-06-017-28W4	Lexin Resources Ltd.	86.00%
		Pengrowth Energy Corporation	14.00%
W0371864	15-20-016-23W4	Lexin Resources Ltd.	100.00%
W0371874	15-33-018-24W4	Lexin Resources Ltd.	87.38%
		TAQA North Ltd.	12.62%
W0371876	03-05-017-27W4	Lexin Resources Ltd.	100.00%
W0371887	03-34-017-26W4	Crescent Point Energy Corp.	50.00%
		Lexin Resources Ltd.	50.00%
W0372283	07-24-017-26W4	Lexin Resources Ltd.	100.00%
W0372400	06-24-017-26W4	Lexin Resources Ltd.	100.00%
W0372654	01-35-018-24W4	Lexin Resources Ltd.	100.00%
W0373051	01-22-017-26W4	Lexin Resources Ltd.	100.00%
W0373604	13-36-014-25W4	Lexin Resources Ltd.	100.00%
W0373665	02-33-017-27W4	Lexin Resources Ltd.	100.00%
W0373668	07-05-018-27W4	Lexin Resources Ltd.	100.00%
W0373793	16-20-018-26W4	Lexin Resources Ltd.	60.00%
		Crescent Point Energy Corp.	40.00%
W0373888	16-12-017-29W4	Lexin Resources Ltd.	100.00%
W0373998	09-10-017-26W4	Lexin Resources Ltd.	100.00%
W0374050	13-14-017-26W4	Lexin Resources Ltd.	100.00%
W0374137	05-31-017-27W4	Lexin Resources Ltd.	100.00%
W0374307	08-16-017-26W4	Lexin Resources Ltd.	100.00%
W0374329	06-12-016-25W4	Encana Corporation	10.00%
		Lexin Resources Ltd.	90.00%
W0374457	03-07-020-27W4	Direct Energy Marketing Limited	50.00%
		Lexin Resources Ltd.	50.00%
W0374558	07-11-017-26W4	Lexin Resources Ltd.	100.00%
W0375280	05-28-017-29W4	Lexin Resources Ltd.	100.00%
W0375593	14-24-016-24W4	Lexin Resources Ltd.	50.00%
		Verity Energy Ltd.	50.00%

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W0375601	16-19-016-23W4	Lexin Resources Ltd.	100.00%
W0375845	08-19-019-27W4	Lexin Resources Ltd.	87.50%
		Prospex Resources Ltd.	9.40%
		Rmx Exploration Ltd.	3.10%
W0375925	05-22-018-27W4	Lexin Resources Ltd.	100.00%
W0376047	07-20-017-27W4	Lexin Resources Ltd.	100.00%
W0376251	16-12-017-29W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0376331	03-18-021-27W4	Lexin Resources Ltd.	100.00%
W0376399	06-31-018-23W4	Lexin Resources Ltd.	100.00%
W0376704	12-20-021-27W4	Lexin Resources Ltd.	100.00%
W0376813	13-15-017-27W4	Lexin Resources Ltd.	100.00%
W0376818	07-01-021-27W4	Lexin Resources Ltd.	100.00%
W0376819	09-10-021-27W4	Lexin Resources Ltd.	100.00%
W0376820	05-20-017-27W4	Lexin Resources Ltd.	100.00%
W0376821	10-13-021-27W4	Lexin Resources Ltd.	100.00%
W0376867	16-28-017-27W4	Lexin Resources Ltd.	100.00%
W0376873	09-02-017-28W4	Lexin Resources Ltd.	100.00%
W0376899	16-08-017-27W4	Lexin Resources Ltd.	100.00%
W0377081	15-21-018-29W4	Lexin Resources Ltd.	26.30%
		ExxonMobil Canada Ltd.	57.90%
		Pengrowth Energy Corporation	15.80%
W0377294	05-18-021-27W4	Lexin Resources Ltd.	100.00%
W0377311	06-06-021-27W4	Lexin Resources Ltd.	50.00%
		ConocoPhillips Canada Resources Corp.	50.00%
W0377315	15-20-018-29W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0377565	02-13-021-27W4	Lexin Resources Ltd.	100.00%
W0377688	16-10-017-24W4	Lexin Resources Ltd.	100.00%
W0377996	01-22-018-29W4	Lexin Resources Ltd.	100.00%
W0378215	16-07-020-27W4	Direct Energy Marketing Limited	50.00%
		Lexin Resources Ltd.	50.00%
W0378258	11-10-017-24W4	Lexin Resources Ltd.	100.00%
W0378268	06-17-020-27W4	Lexin Resources Ltd.	96.90%
		Rmx Exploration Ltd.	3.10%
W0378298	07-12-017-24W4	Lexin Resources Ltd.	100.00%
W0378419	16-05-018-21W4	Lexin Resources Ltd.	100.00%
W0378508	01-32-017-24W4	Lexin Resources Ltd.	100.00%

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W0378510	02-10-020-27W4	Lexin Resources Ltd.	100.00%
W0378511	10-22-016-28W4	Lexin Resources Ltd.	100.00%
W0378614	13-36-017-28W4	Lexin Resources Ltd.	100.00%
W0378663	06-19-021-27W4	Lexin Resources Ltd.	100.00%
W0378667	13-01-021-27W4	Lexin Resources Ltd.	100.00%
W0378686	15-08-015-25W4	Lexin Resources Ltd.	100.00%
W0378695	08-25-020-28W4	Lexin Resources Ltd.	100.00%
W0378733	10-23-018-25W4	0989 Resource Partnership	100.00%
W0378800	07-05-018-25W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0378801	11-24-018-25W4	Lexin Resources Ltd.	50.00%
		Houston Oil & Gas Ltd.	50.00%
W0378811	02-35-018-25W4	Lexin Resources Ltd.	100.00%
W0378837	05-04-017-25W4	Crescent Point Energy Corp.	40.00%
		Lexin Resources Ltd.	60.00%
W0378840	09-30-020-27W4	Lexin Resources Ltd.	100.00%
W0378897	11-29-017-24W4	Lexin Resources Ltd.	100.00%
W0378966	06-08-021-27W4	Lexin Resources Ltd.	100.00%
W0379031	03-07-020-27W4	Direct Energy Marketing Limited	50.00%
		Lexin Resources Ltd.	50.00%
W0379191	14-29-017-24W4	Lexin Resources Ltd.	100.00%
W0379266	02-19-020-27W4	Lexin Resources Ltd.	85.60%
		Rmx Exploration Ltd.	14.40%
W0379281	09-17-018-25W4	Lexin Resources Ltd.	100.00%
W0379290	10-17-018-25W4	Lexin Resources Ltd.	100.00%
W0379331	02-09-018-21W4	Lexin Resources Ltd.	100.00%
W0379377	07-24-020-28W4	Lexin Resources Ltd.	100.00%
W0379379	07-24-020-28W4	Lexin Resources Ltd.	100.00%
W0379396	14-08-021-27W4	Lexin Resources Ltd.	100.00%
W0379447	15-02-017-28W4	Lexin Resources Ltd.	100.00%
W0379482	05-36-017-23W4	Lexin Resources Ltd.	100.00%
W0379518	02-35-017-23W4	Lexin Resources Ltd.	100.00%
W0379579	05-25-020-28W4	Lexin Resources Ltd.	75.00%
		Rmx Exploration Ltd.	25.00%
W0379739	11-36-017-25W4	Lexin Resources Ltd.	100.00%
W0379740	13-28-020-27W4	Lexin Resources Ltd.	100.00%
W0379782	09-17-020-27W4	Lexin Resources Ltd.	96.90%
		Rmx Exploration Ltd.	3.10%

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W0379828	05-25-020-28W4	Lexin Resources Ltd.	75.00%
		Rmx Exploration Ltd.	25.00%
W0380062	09-18-030-22W4	Lexin Resources Ltd.	100.00%
W0380069	15-04-030-23W4	Lexin Resources Ltd.	100.00%
W0380080	13-18-030-22W4	Lexin Resources Ltd.	100.00%
W0380081	16-23-030-23W4	0989 Resource Partnership	25.00%
		Pine Cliff Energy Ltd.	37.50%
		Pengrowth Energy Corporation	37.50%
W0380113	02-07-020-27W4	Lexin Resources Ltd.	50.00%
		Prospex Resources Ltd.	37.50%
		Rmx Exploration Ltd.	12.50%
W0380115	14-05-021-27W4	Lexin Resources Ltd.	25.00%
		ConocoPhillips Canada Resources Corp.	75.00%
W0380132	15-13-030-23W4	Lexin Resources Ltd.	48.36%
		Pengrowth Energy Corporation	25.00%
		Pine Cliff Energy Ltd.	1.64%
W0380148	02-22-030-23W4	Lexin Resources Ltd.	100.00%
W0380166	06-04-030-23W4	Lexin Resources Ltd.	100.00%
W0380168	14-23-030-23W4	0989 Resource Partnership	25.00%
		Pine Cliff Energy Ltd.	37.50%
		Pengrowth Energy Corporation	37.50%
W0380210	15-15-020-28W4	Lexin Resources Ltd.	100.00%
W0380266	08-13-018-25W4	Lexin Resources Ltd.	100.00%
W0380309	03-09-030-23W4	Lexin Resources Ltd.	100.00%
W0380311	09-08-021-27W4	Lexin Resources Ltd.	100.00%
W0380315	12-09-030-23W4	Lexin Resources Ltd.	100.00%
W0380335	05-22-030-23W4	Lexin Resources Ltd.	100.00%
W0380403	14-22-030-23W4	Lexin Resources Ltd.	100.00%
W0380404	13-04-030-23W4	Lexin Resources Ltd.	100.00%
W0380405	15-09-030-23W4	Lexin Resources Ltd.	100.00%
W0380407	10-22-017-25W4	Lexin Resources Ltd.	100.00%
W0380420	16-08-018-26W4	Lexin Resources Ltd.	74.40%
		Prospex Resources Ltd.	19.20%
		Rmx Exploration Ltd.	6.40%
W0380524	15-18-030-22W4	Lexin Resources Ltd.	100.00%
W0380530	07-07-018-25W4	Lexin Resources Ltd.	60.00%
		Crescent Point Energy Corp.	40.00%
W0380532	10-07-018-25W4	Lexin Resources Ltd.	60.00%

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		Crescent Point Energy Corp.	40.00%
W0380533	08-03-020-27W4	Lexin Resources Ltd.	97.50%
		Roseland Development Ltd.	2.50%
W0380908	09-25-017-22W4	Lexin Resources Ltd.	100.00%
W0380995	01-19-017-25W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0380999	12-17-017-27W4	Lexin Resources Ltd.	100.00%
W0381000	01-06-017-28W4	Lexin Resources Ltd.	86.00%
		Pengrowth Energy Corporation	14.00%
W0381005	01-24-030-23W4	Pine Cliff Energy Ltd.	41.67%
		Lexin Resources Ltd.	16.67%
		Pengrowth Energy Corporation	41.67%
W0381129	06-34-018-25W4	Lexin Resources Ltd.	100.00%
W0381197	11-17-017-27W4	Lexin Resources Ltd.	100.00%
W0381199	05-22-017-25W4	Lexin Resources Ltd.	100.00%
W0381200	11-05-021-27W4	Lexin Resources Ltd.	25.00%
		ConocoPhillips Canada Resources Corp.	75.00%
W0381202	05-04-020-27W4	Lexin Resources Ltd.	100.00%
W0381205	05-04-020-27W4	Lexin Resources Ltd.	100.00%
W0381206	15-24-017-24W4	Lexin Resources Ltd.	100.00%
W0381350	13-31-016-27W4	Lexin Resources Ltd.	100.00%
W0381471	12-22-019-23W4	Lexin Resources Ltd.	100.00%
W0381477	14-06-017-27W4	Lexin Resources Ltd.	100.00%
W0381478	01-05-017-27W4	Lexin Resources Ltd.	100.00%
W0381485	13-05-017-27W4	Lexin Resources Ltd.	100.00%
W0381514	12-36-019-23W4	Lexin Resources Ltd.	100.00%
W0381593	10-34-018-25W4	Lexin Resources Ltd.	25.00%
		TAQA North Ltd.	75.00%
W0381594	16-36-016-28W4	Lexin Resources Ltd.	100.00%
W0381606	10-32-019-23W4	Lexin Resources Ltd.	100.00%
W0381667	15-22-030-23W4	Lexin Resources Ltd.	100.00%
W0381782	02-25-018-25W4	Lexin Resources Ltd.	25.00%
		Crescent Point Energy Corp.	75.00%
W0381814	10-31-016-23W4	Lexin Resources Ltd.	100.00%
W0381851	12-16-017-24W4	Lexin Resources Ltd.	100.00%
W0381928	04-24-030-23W4	Pine Cliff Energy Ltd.	41.67%
		Lexin Resources Ltd.	16.70%
		Pengrowth Energy Corporation	41.67%

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W0381930	13-13-030-23W4	0989 Resource Partnership	92.11%
		Pengrowth Energy Corporation	6.25%
		Pine Cliff Energy Ltd.	1.64%
W0382098	05-06-017-27W4	Lexin Resources Ltd.	100.00%
W0382103	09-36-016-28W4	Lexin Resources Ltd.	100.00%
W0382139	01-01-030-23W4	Lexin Resources Ltd.	100.00%
W0382204	10-09-020-27W4	Lexin Resources Ltd.	100.00%
W0382207	07-18-030-22W4	Lexin Resources Ltd.	100.00%
W0382300	10-32-016-27W4	Lexin Resources Ltd.	100.00%
W0382342	07-08-020-27W4	Lexin Resources Ltd.	100.00%
W0382352	04-06-017-27W4	Lexin Resources Ltd.	100.00%
W0382353	07-08-020-28W4	Lexin Resources Ltd.	100.00%
W0382357	15-04-020-27W4	Lexin Resources Ltd.	100.00%
W0382366	09-08-020-27W4	Lexin Resources Ltd.	100.00%
W0382449	15-06-017-27W4	Lexin Resources Ltd.	100.00%
W0382472	09-14-021-27W4	Lexin Resources Ltd.	100.00%
W0382476	05-01-020-28W4	Direct Energy Marketing Limited	40.00%
		Lexin Resources Ltd.	60.00%
W0382529	11-20-017-25W4	Lexin Resources Ltd.	60.00%
		Crescent Point Energy Corp.	40.00%
W0382580	09-23-030-23W4	0989 Resource Partnership	25.00%
		Pine Cliff Energy Ltd.	37.50%
		Pengrowth Energy Corporation	37.50%
W0382641	04-05-017-27W4	Lexin Resources Ltd.	100.00%
W0382917	03-29-030-22W4	Lexin Resources Ltd.	50.00%
		Pine Cliff Energy Ltd.	50.00%
W0382940	13-29-030-22W4	Pine Cliff Energy Ltd.	50.00%
		Lexin Resources Ltd.	50.00%
W0382945	01-29-030-22W4	Pine Cliff Energy Ltd.	50.00%
		Lexin Resources Ltd.	50.00%
W0382949	15-18-020-27W4	Lexin Resources Ltd.	100.00%
W0383067	09-09-017-27W4	Lexin Resources Ltd.	100.00%
W0383069	06-15-021-27W4	Lexin Resources Ltd.	100.00%
W0383091	09-09-017-27W4	Lexin Resources Ltd.	100.00%
W0383131	06-32-017-24W4	Lexin Resources Ltd.	100.00%
W0383146	15-17-030-22W4	Pine Cliff Energy Ltd.	37.50%
		Lexin Resources Ltd.	62.50%
W0383147	07-18-019-27W4	Lexin Resources Ltd.	100.00%

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W0383162	01-11-017-24W4	Lexin Resources Ltd.	100.00%
W0383181	16-20-017-25W4	Lexin Resources Ltd.	60.00%
		Crescent Point Energy Corp.	40.00%
W0383257	01-01-017-25W4	Lexin Resources Ltd.	100.00%
W0383265	10-29-030-22W4	Lexin Resources Ltd.	50.00%
		Pine Cliff Energy Ltd.	50.00%
W0383271	13-17-030-22W4	Pine Cliff Energy Ltd.	37.50%
		Lexin Resources Ltd.	62.50%
W0383282	16-01-018-26W4	Lexin Resources Ltd.	50.00%
		Encana Corporation	25.00%
		Crescent Point Energy Corp.	25.00%
W0383296	07-17-030-22W4	Pine Cliff Energy Ltd.	37.50%
		Lexin Resources Ltd.	62.50%
W0383300	10-20-017-25W4	Lexin Resources Ltd.	60.00%
		Crescent Point Energy Corp.	40.00%
W0383330	15-19-017-25W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0383464	04-05-017-29W4	Lexin Resources Ltd.	100.00%
W0383668	06-17-030-22W4	Pine Cliff Energy Ltd.	37.50%
		Lexin Resources Ltd.	62.50%
W0383719	11-04-019-27W4	Lexin Resources Ltd.	100.00%
W0383720	11-04-019-27W4	Lexin Resources Ltd.	100.00%
W0383724	04-01-030-23W4	Lexin Resources Ltd.	100.00%
W0383732	08-20-019-27W4	Lexin Resources Ltd.	50.00%
		Prospex Resources Ltd.	37.50%
		Rmx Exploration Ltd.	12.50%
W0383790	16-26-019-27W4	Caledonian Royalty Corporation	51.90%
		Lexin Resources Ltd.	48.10%
W0383858	13-26-020-28W4	Lexin Resources Ltd.	60.00%
		Prospex Resources Ltd.	40.00%
W0384017	12-14-021-27W4	Lexin Resources Ltd.	100.00%
W0384058	12-12-021-27W4	Lexin Resources Ltd.	100.00%
W0384072	13-17-018-24W4	Lexin Resources Ltd.	100.00%
W0384075	04-10-018-24W4	Lexin Resources Ltd.	100.00%
W0384076	12-11-018-24W4	Lexin Resources Ltd.	100.00%
W0384175	14-31-018-24W4	Lexin Resources Ltd.	100.00%
W0384208	06-14-017-26W4	Lexin Resources Ltd.	100.00%
W0384219	04-03-021-27W4	Lexin Resources Ltd.	100.00%

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W0384220	03-16-019-27W4	Lexin Resources Ltd.	100.00%
W0384318	10-05-019-27W4	Lexin Resources Ltd.	100.00%
W0384412	10-14-020-28W4	Lexin Resources Ltd.	60.00%
		Prospex Resources Ltd.	40.00%
W0384424	10-14-020-28W4	Lexin Resources Ltd.	60.00%
		Prospex Resources Ltd.	40.00%
W0384556	04-04-021-27W4	Lexin Resources Ltd.	100.00%
W0384670	06-03-017-24W4	Lexin Resources Ltd.	100.00%
W0384679	02-07-019-27W4	Lexin Resources Ltd.	100.00%
W0384680	15-07-019-27W4	Lexin Resources Ltd.	100.00%
W0384849	13-31-018-24W4	Lexin Resources Ltd.	100.00%
W0385096	15-13-017-29W4	Lexin Resources Ltd.	100.00%
W0385098	08-09-015-24W4	Lexin Resources Ltd.	100.00%
W0385260	01-25-018-24W4	Lexin Resources Ltd.	100.00%
W0385302	09-14-020-28W4	Lexin Resources Ltd.	60.00%
		Prospex Resources Ltd.	40.00%
W0385354	12-23-016-23W4	Lexin Resources Ltd.	100.00%
W0385441	09-14-020-28W4	Lexin Resources Ltd.	75.00%
		Rmx Exploration Ltd.	25.00%
W0385743	14-34-014-25W4	Lexin Resources Ltd.	100.00%
W0385757	15-02-019-27W4	Lexin Resources Ltd.	50.00%
		Prospex Resources Ltd.	37.50%
		Rmx Exploration Ltd.	12.50%
W0385813	10-02-019-27W4	Lexin Resources Ltd.	50.00%
		Prospex Resources Ltd.	37.50%
		Rmx Exploration Ltd.	12.50%
W0386094	06-29-015-25W4	Lexin Resources Ltd.	50.00%
		6058931 Canada Inc.	50.00%
W0386276	07-25-018-25W4	Crescent Point Energy Corp.	25.00%
		Lexin Resources Ltd.	75.00%
W0387153	16-18-017-29W4	Lexin Resources Ltd.	100.00%
W0387340	06-33-020-28W4	Lexin Resources Ltd.	100.00%
W0387347	06-33-020-28W4	Lexin Resources Ltd.	100.00%
W0387385	06-33-020-28W4	Lexin Resources Ltd.	100.00%
W0388235	13-10-020-27W4	Lexin Resources Ltd.	100.00%
W0388870	13-31-016-28W4	Lexin Resources Ltd.	100.00%
W0388937	06-17-020-24W4	Lexin Resources Ltd.	100.00%
W0389126	13-17-019-27W4	Lexin Resources Ltd.	100.00%

inquiries 1-855-297-8311
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emergency 1-800-222-6514

W0389604	07-03-019-27W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0390164	07-27-019-27W4	Caledonian Royalty Corporation	37.50%
		Lexin Resources Ltd.	62.50%
W0390165	12-26-019-27W4	Caledonian Royalty Corporation	51.90%
		Lexin Resources Ltd.	48.10%
W0390926	11-17-020-24W4	Lexin Resources Ltd.	100.00%
W0391038	14-25-018-24W4	Lexin Resources Ltd.	100.00%
W0391339	08-11-015-25W4	Lexin Resources Ltd.	100.00%
W0391340	11-03-015-25W4	Lexin Resources Ltd.	100.00%
W0391943	10-29-019-23W4	Lexin Resources Ltd.	100.00%
W0392164	05-03-019-27W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0392249	16-19-016-29W4	Lexin Resources Ltd.	100.00%
W0392266	05-31-019-27W4	Direct Energy Marketing Limited	25.00%
		Lexin Resources Ltd.	75.00%
W0392340	14-35-014-25W4	Lexin Resources Ltd.	100.00%
W0393158	01-10-030-22W4	Pine Cliff Energy Ltd.	10.00%
		Lexin Resources Ltd.	90.00%
W0393163	10-10-030-22W4	Pine Cliff Energy Ltd.	10.00%
		Lexin Resources Ltd.	90.00%
W0393168	08-08-030-22W4	Lexin Resources Ltd.	89.06%
		Pine Cliff Energy Ltd.	10.94%
W0393169	12-10-030-22W4	Lexin Resources Ltd.	90.00%
		Pine Cliff Energy Ltd.	10.00%
W0393172	04-10-030-22W4	Pine Cliff Energy Ltd.	10.00%
		Lexin Resources Ltd.	90.00%
W0393173	11-08-030-22W4	Lexin Resources Ltd.	89.06%
		Pine Cliff Energy Ltd.	10.94%
W0393176	06-08-030-22W4	Pine Cliff Energy Ltd.	10.94%
		Lexin Resources Ltd.	89.06%
W0393356	11-34-014-25W4	Lexin Resources Ltd.	100.00%
W0393400	13-11-030-22W4	Pine Cliff Energy Ltd.	65.38%
		Lexin Resources Ltd.	34.62%
W0393402	05-11-030-22W4	Pine Cliff Energy Ltd.	65.38%
		Lexin Resources Ltd.	34.62%
W0393619	11-36-019-27W4	Lexin Resources Ltd.	100.00%
W0393642	10-32-019-27W4	Lexin Resources Ltd.	100.00%

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W0393716	10-08-030-22W4	Pine Cliff Energy Ltd.	10.94%
		Lexin Resources Ltd.	89.06%
W0393858	03-09-019-27W4	Lexin Resources Ltd.	50.00%
		ExxonMobil Canada Ltd.	50.00%
W0394000	05-02-015-25W4	Lexin Resources Ltd.	100.00%
W0394047	02-01-019-25W4	Lexin Resources Ltd.	100.00%
W0394048	14-06-019-27W4	Lexin Resources Ltd.	100.00%
W0394372	09-14-020-27W4	Lexin Resources Ltd.	100.00%
W0394373	16-06-019-27W4	Lexin Resources Ltd.	100.00%
W0394441	14-29-017-26W4	Lexin Resources Ltd.	100.00%
W0394465	06-29-017-26W4	Lexin Resources Ltd.	100.00%
W0394466	08-29-017-26W4	Lexin Resources Ltd.	100.00%
W0394467	12-30-019-23W4	Lexin Resources Ltd.	100.00%
W0394725	04-33-019-27W4	Lexin Resources Ltd.	100.00%
W0394726	11-28-019-27W4	Lexin Resources Ltd.	100.00%
W0394727	11-28-019-27W4	Lexin Resources Ltd.	100.00%
W0394845	09-29-020-27W4	Lexin Resources Ltd.	100.00%
W0394846	02-05-021-27W4	Lexin Resources Ltd.	25.00%
		ConocoPhillips Canada Resources Corp.	75.00%
W0394988	14-32-020-27W4	Lexin Resources Ltd.	100.00%
W0395011	09-03-021-27W4	Lexin Resources Ltd.	100.00%
W0395215	06-36-018-26W4	0989 Resource Partnership	100.00%
W0395229	06-36-018-26W4	Lexin Resources Ltd.	100.00%
W0395410	08-26-029-23W4	Bumper Development Corporation Ltd.	6.30%
		Canadian Natural Resources Limited	18.80%
		Lexin Resources Ltd.	75.00%
W0395455	10-04-020-28W4	Lexin Resources Ltd.	100.00%
W0395463	14-26-029-23W4	Bumper Development Corporation Ltd.	6.30%
		Canadian Natural Resources Limited	18.80%
		Lexin Resources Ltd.	75.00%
W0395471	06-26-029-23W4	Bumper Development Corporation Ltd.	6.30%
		Canadian Natural Resources Limited	18.80%
		Lexin Resources Ltd.	75.00%
W0395474	16-26-029-23W4	Bumper Development Corporation Ltd.	6.30%
		Canadian Natural Resources Limited	18.80%
		Lexin Resources Ltd.	75.00%
W0395487	08-09-020-28W4	0989 Resource Partnership	66.88%
		Bounty Developments Ltd.	27.50%

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		Adeco Exploration Company Ltd.	4.95%
		Everest Oil & Gas Ltd.	0.68%
W0395509	08-09-020-28W4	0989 Resource Partnership	66.88%
		Bounty Developments Ltd.	27.50%
		Adeco Exploration Company Ltd.	4.95%
		Everest Oil & Gas Ltd.	0.68%
W0395518	08-35-029-23W4	Lexin Resources Ltd.	100.00%
W0395590	01-36-029-23W4	Lexin Resources Ltd.	100.00%
W0395595	16-17-021-27W4	Lexin Resources Ltd.	100.00%
W0395607	05-36-029-23W4	Lexin Resources Ltd.	100.00%
W0395644	16-01-016-23W4	Lexin Resources Ltd.	100.00%
W0395645	02-12-016-23W4	Lexin Resources Ltd.	100.00%
W0395646	16-11-016-23W4	Lexin Resources Ltd.	100.00%
W0395648	01-35-015-23W4	Lexin Resources Ltd.	100.00%
W0395686	06-10-016-23W4	Lexin Resources Ltd.	100.00%
W0395794	13-27-018-29W4	Lexin Resources Ltd.	93.10%
		ExxonMobil Canada Ltd.	6.90%
W0395831	05-21-018-24W4	Lexin Resources Ltd.	100.00%
W0395854	05-20-017-24W4	Lexin Resources Ltd.	100.00%
W0395957	08-02-021-27W4	Lexin Resources Ltd.	100.00%
W0395960	08-02-021-27W4	Lexin Resources Ltd.	100.00%
W0396000	13-21-019-27W4	Lexin Resources Ltd.	100.00%
W0396001	15-21-019-27W4	Lexin Resources Ltd.	100.00%
W0396094	05-12-017-26W4	Lexin Resources Ltd.	100.00%
W0396095	03-34-020-26W4	Lexin Resources Ltd.	75.00%
		Rmx Exploration Ltd.	25.00%
W0396096	11-12-020-27W4	Lexin Resources Ltd.	100.00%
W0396097	16-11-020-27W4	Lexin Resources Ltd.	100.00%
W0396101	11-02-021-27W4	Lexin Resources Ltd.	100.00%
W0396158	16-33-019-27W4	Lexin Resources Ltd.	100.00%
W0396159	05-05-020-24W4	Coastal Resources Limited	12.50%
		0989 Resource Partnership	37.50%
		TAQA North Ltd.	50.00%
W0396213	16-04-021-27W4	Lexin Resources Ltd.	100.00%
W0396256	08-02-017-26W4	Lexin Resources Ltd.	100.00%
W0396257	01-01-021-27W4	Lexin Resources Ltd.	100.00%
W0396379	05-36-019-23W4	Lexin Resources Ltd.	100.00%
W0396380	09-21-017-26W4	Lexin Resources Ltd.	100.00%

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W0396407	07-12-017-26W4	Lexin Resources Ltd.	100.00%
W0396409	12-12-017-26W4	Lexin Resources Ltd.	100.00%
W0396449	06-32-016-28W4	Lexin Resources Ltd.	100.00%
W0396604	11-14-017-28W4	Lexin Resources Ltd.	100.00%
W0396652	11-18-017-29W4	Lexin Resources Ltd.	100.00%
W0397210	12-05-019-24W4	Lexin Resources Ltd.	100.00%
W0397213	01-27-020-26W4	Lexin Resources Ltd.	75.00%
		Rmx Exploration Ltd.	25.00%
W0397256	06-18-020-27W4	Lexin Resources Ltd.	85.60%
		Rmx Exploration Ltd.	14.40%
W0397263	11-31-020-26W4	Lexin Resources Ltd.	100.00%
W0397622	16-03-015-25W4	Lexin Resources Ltd.	100.00%
W0397778	11-01-017-23W4	Lexin Resources Ltd.	100.00%
W0397960	12-24-020-26W4	Lexin Resources Ltd.	100.00%
W0398016	12-24-020-26W4	Lexin Resources Ltd.	100.00%
W0398019	12-24-020-26W4	Lexin Resources Ltd.	100.00%
W0398020	09-10-030-23W4	Lexin Resources Ltd.	100.00%
W0398021	08-11-030-22W4	Pine Cliff Energy Ltd.	65.38%
		Lexin Resources Ltd.	34.62%
W0398033	10-05-007-01W5	Lexin Resources Ltd.	100.00%
W0398377	05-13-030-23W4	0989 Resource Partnership	92.11%
		Pengrowth Energy Corporation	6.25%
		Pine Cliff Energy Ltd.	1.64%
W0398637	06-14-020-26W4	Lexin Resources Ltd.	100.00%
W0398639	06-14-020-26W4	0989 Resource Partnership	98.00%
		Direct Energy Marketing Limited	2.00%
W0398640	08-29-020-27W4	Lexin Resources Ltd.	100.00%
W0398641	06-14-020-26W4	Lexin Resources Ltd.	100.00%
W0398710	02-03-020-27W4	Lexin Resources Ltd.	97.50%
		Roseland Development Ltd.	2.50%
W0398784	10-30-020-27W4	Lexin Resources Ltd.	100.00%
W0398894	15-31-030-22W4	Lexin Resources Ltd.	50.00%
		ConocoPhillips Canada Resources Corp.	50.00%
W0398895	14-31-030-22W4	Lexin Resources Ltd.	50.00%
		ConocoPhillips Canada Resources Corp.	50.00%
W0398902	05-31-030-22W4	Lexin Resources Ltd.	50.00%
		ConocoPhillips Canada Resources Corp.	50.00%
W0398903	02-31-030-22W4	Lexin Resources Ltd.	50.00%

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		ConocoPhillips Canada Resources Corp.	50.00%
W0398987	06-34-029-23W4	Lexin Resources Ltd.	100.00%
W0399002	01-14-020-27W4	Lexin Resources Ltd.	100.00%
W0399068	09-22-020-27W4	Lexin Resources Ltd.	100.00%
W0399122	06-22-020-27W4	Lexin Resources Ltd.	100.00%
W0399130	06-18-020-27W4	Lexin Resources Ltd.	100.00%
W0399339	13-07-017-28W4	Lexin Resources Ltd.	100.00%
W0399407	09-13-021-28W4	Lexin Resources Ltd.	100.00%
W0399408	01-11-021-28W4	Lexin Resources Ltd.	100.00%
W0399409	08-14-021-28W4	Lexin Resources Ltd.	100.00%
W0399436	06-23-020-27W4	Lexin Resources Ltd.	100.00%
W0399437	06-23-020-27W4	Lexin Resources Ltd.	70.00%
		ConocoPhillips Canada Resources Corp.	30.00%
W0399438	08-03-021-28W4	Lexin Resources Ltd.	100.00%
W0399480	05-01-021-28W4	Lexin Resources Ltd.	100.00%
W0399512	12-33-019-24W4	Lexin Resources Ltd.	100.00%
W0399513	01-32-019-24W4	Lexin Resources Ltd.	100.00%
W0399533	05-29-019-24W4	Lexin Resources Ltd.	100.00%
W0399554	08-01-021-28W4	Lexin Resources Ltd.	100.00%
W0399581	13-18-019-26W4	Lexin Resources Ltd.	100.00%
W0399642	08-24-020-27W4	Lexin Resources Ltd.	87.99%
		Direct Energy Marketing Limited	12.01%
W0399667	01-04-020-26W4	Lexin Resources Ltd.	100.00%
W0399897	10-12-018-27W4	Lexin Resources Ltd.	50.00%
		Crescent Point Energy Corp.	50.00%
W0399935	14-22-017-26W4	Lexin Resources Ltd.	100.00%
W0399997	09-05-021-27W4	Lexin Resources Ltd.	25.00%
		ConocoPhillips Canada Resources Corp.	75.00%
W0400043	14-14-018-26W4	Lexin Resources Ltd.	100.00%
W0400118	04-14-015-25W4	Lexin Resources Ltd.	100.00%
W0400122	12-01-015-25W4	Lexin Resources Ltd.	100.00%
W0400262	02-01-021-28W4	Lexin Resources Ltd.	100.00%
W0400276	16-14-018-26W4	Lexin Resources Ltd.	100.00%
W0400443	14-16-018-26W4	Lexin Resources Ltd.	100.00%
W0400467	10-17-014-24W4	Lexin Resources Ltd.	100.00%
W0400576	09-05-017-29W4	Lexin Resources Ltd.	100.00%
W0400782	01-26-018-26W4	Lexin Resources Ltd.	100.00%
W0400879	15-31-014-24W4	Lexin Resources Ltd.	100.00%

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W0400924	16-04-019-26W4	Lexin Resources Ltd.	100.00%
W0401067	02-19-014-24W4	Lexin Resources Ltd.	100.00%
W0401190	11-19-007-01W5	Lexin Resources Ltd.	100.00%
W0401258	07-06-019-26W4	Lexin Resources Ltd.	100.00%
W0401441	12-24-018-27W4	Lexin Resources Ltd.	50.00%
		Prospex Resources Ltd.	37.50%
		Rmx Exploration Ltd.	12.50%
W0401570	16-28-018-27W4	Lexin Resources Ltd.	100.00%
W0401578	09-24-018-27W4	Lexin Resources Ltd.	50.00%
		Prospex Resources Ltd.	37.50%
		Rmx Exploration Ltd.	12.50%
W0401681	08-34-018-27W4	Lexin Resources Ltd.	100.00%
W0407159	03-03-010-03W5	Lexin Resources Ltd.	40.00%
		Tamarack Valley Energy Ltd.	60.00%
W0419301	07-10-018-24W4	Lexin Resources Ltd.	100.00%
W0419372	09-13-021-28W4	Lexin Resources Ltd.	100.00%
W0419393	08-03-021-28W4	Lexin Resources Ltd.	100.00%
W0419394	08-03-021-28W4	Lexin Resources Ltd.	100.00%
W0419395	08-03-021-28W4	Lexin Resources Ltd.	100.00%
W0419669	13-35-020-28W4	Lexin Resources Ltd.	100.00%
W0419680	05-25-020-28W4	Direct Energy Marketing Limited	40.00%
		Lexin Resources Ltd.	60.00%
W0421603	07-09-007-01W5	Lexin Resources Ltd.	100.00%
W0422274	04-16-007-01W5	Lexin Resources Ltd.	100.00%
W0423877	13-02-019-23W4	Lexin Resources Ltd.	100.00%
W0423966	04-28-015-25W4	Lexin Resources Ltd.	50.00%
		Questerre Energy Corporation	50.00%
W0427042	13-35-017-23W4	Lexin Resources Ltd.	100.00%
W0436263	02-13-019-24W4	Lexin Resources Ltd.	100.00%
W0437332	16-25-018-23W4	Lexin Resources Ltd.	100.00%
W0439631	16-27-017-23W4	Lexin Resources Ltd.	100.00%

Facilities

Licence No.	Surface Location	W.P. Current Company	Percent Interest
F2089	06-04-016-27W4	Lexin Resources Ltd.	100.00%
F2239	02-04-017-29W4	Lexin Resources Ltd.	100.00%

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F2420	01-25-018-30W4	Lexin Resources Ltd.	100.00%
F2421	01-25-018-30W4	ExxonMobil Canada Ltd.	25.00%
		Lexin Resources Ltd.	75.00%
F2576	01-33-019-21W4	Lexin Resources Ltd.	100.00%
F2588	01-35-019-28W4	Lexin Resources Ltd.	100.00%
F2813	11-08-020-19W4	Lexin Resources Ltd.	100.00%
F2837	14-10-020-23W4	Lexin Resources Ltd.	100.00%
F2865	06-15-020-27W4	Lexin Resources Ltd.	100.00%
F2866	06-15-020-27W4	Lexin Resources Ltd.	100.00%
F3067	14-03-021-27W4	Lexin Resources Ltd.	100.00%
F3377	10-21-023-28W4	Lexin Resources Ltd.	100.00%
F3378	10-21-023-28W4	Interwest Enterprises Ltd.	2.50%
		Lexin Resources Ltd.	97.50%
F3379	07-33-023-28W4	Bearspaw Petroleum Ltd.	50.00%
		Lexin Resources Ltd.	50.00%
F17874	12-35-108-09W6	Lexin Resources Ltd.	100.00%
F20885	11-02-017-28W4	Lexin Resources Ltd.	100.00%
F20886	01-23-018-29W4	ExxonMobil Canada Ltd.	50.00%
		Lexin Resources Ltd.	50.00%
F20887	06-15-020-27W4	Lexin Resources Ltd.	100.00%
F20888	10-16-020-27W4	Lexin Resources Ltd.	100.00%
F20890	10-21-020-27W4	Lexin Resources Ltd.	100.00%
F20891	06-21-020-27W4	Lexin Resources Ltd.	100.00%
F20892	01-28-020-27W4	Lexin Resources Ltd.	100.00%
F20893	08-29-020-27W4	Lexin Resources Ltd.	100.00%
F20894	10-32-020-27W4	Lexin Resources Ltd.	100.00%
F20895	10-10-021-27W4	Lexin Resources Ltd.	100.00%
F20896	07-04-021-28W4	Lexin Resources Ltd.	100.00%
F25067	16-30-018-26W4	Lexin Resources Ltd.	100.00%
F25101	06-11-017-28W4	Lexin Resources Ltd.	100.00%
F25302	02-24-012-02W5	Lexin Resources Ltd.	50.00%
		Husky Oil Operations Limited	50.00%
F25918	02-20-017-29W4	Lexin Resources Ltd.	100.00%
F26018	08-26-019-27W4	Lexin Resources Ltd.	100.00%
F26087	16-05-018-25W4	Lexin Resources Ltd.	100.00%
F26438	05-08-020-27W4	Lexin Resources Ltd.	100.00%
F27045	04-11-017-25W4	Lexin Resources Ltd.	100.00%
F27046	05-01-017-25W4	Lexin Resources Ltd.	100.00%

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emergency 1-800-222-6514

F27451	06-14-020-26W4	Lexin Resources Ltd.	100.00%
F27552	11-15-018-29W4	Lexin Resources Ltd.	100.00%
F27689	15-34-018-27W4	Lexin Resources Ltd.	100.00%
F28117	10-15-021-27W4	Lexin Resources Ltd.	100.00%
F29282	05-08-021-27W4	Lexin Resources Ltd.	100.00%
F29341	06-29-022-28W4	Lexin Resources Ltd.	100.00%
F29347	09-17-019-27W4	Lexin Resources Ltd.	100.00%
F29735	11-29-022-28W4	Lexin Resources Ltd.	100.00%
F30399	14-30-016-28W4	Lexin Resources Ltd.	100.00%
F30500	04-01-017-23W4	Lexin Resources Ltd.	70.00%
		Lochwest Resources Ltd.	30.00%
F30715	12-04-018-26W4	Lexin Resources Ltd.	100.00%
F31052	03-25-012-02W5	Lexin Resources Ltd.	100.00%
F31123	05-20-019-27W4	Lexin Resources Ltd.	100.00%
F31207	03-12-016-21W4	Lexin Resources Ltd.	100.00%
F31687	13-34-008-02W5	Lexin Resources Ltd.	100.00%
F32197	16-16-018-24W4	Lexin Resources Ltd.	100.00%
F32460	04-11-018-24W4	Lexin Resources Ltd.	100.00%
F32495	10-13-021-28W4	Lexin Resources Ltd.	100.00%
F32738	10-13-012-02W5	Lexin Resources Ltd.	100.00%
F33748	02-12-016-21W4	Lexin Resources Ltd.	100.00%
F33774	11-31-016-28W4	Lexin Resources Ltd.	100.00%
F33937	01-02-018-22W4	Lexin Resources Ltd.	100.00%
F33940	07-29-017-23W4	Lexin Resources Ltd.	100.00%
F34339	10-16-042-03W5	Lexin Resources Ltd.	100.00%
F34437	13-17-020-26W4	Lexin Resources Ltd.	100.00%
F34456	04-15-022-27W4	Lexin Resources Ltd.	100.00%
F34763	09-29-015-25W4	Lexin Resources Ltd.	100.00%
F35170	16-09-054-14W5	Lexin Resources Ltd.	100.00%
F35818	03-11-042-04W5	Lexin Resources Ltd.	87.10%
		Murphy Canada Exploration Company	12.50%
		Verlin Resources Ltd.	0.40%
F35833	04-24-016-24W4	Lexin Resources Ltd.	100.00%
F36195	12-30-017-21W4	Lexin Resources Ltd.	100.00%
F36233	06-18-016-27W4	Lexin Resources Ltd.	100.00%
F36247	08-36-016-29W4	Lexin Resources Ltd.	100.00%
F36735	09-29-015-25W4	Lexin Resources Ltd.	100.00%
F36911	11-07-012-01W5	Lexin Resources Ltd.	100.00%

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F37170	15-11-030-23W4	Lexin Resources Ltd.	100.00%
F37308	16-04-016-23W4	Lexin Resources Ltd.	100.00%
F37838	15-06-017-28W4	Lexin Resources Ltd.	100.00%
F38466	16-04-015-25W4	Lexin Resources Ltd.	100.00%
F38594	03-05-017-27W4	Lexin Resources Ltd.	100.00%
F38861	05-28-017-29W4	Lexin Resources Ltd.	100.00%
F39228	16-20-034-06W5	Lexin Resources Ltd.	60.00%
		TAQA North Ltd.	40.00%
F39425	16-19-016-29W4	Lexin Resources Ltd.	100.00%
F39549	16-12-017-29W4	Lexin Resources Ltd.	100.00%
F39764	06-33-020-28W4	Lexin Resources Ltd.	100.00%
F41054	16-20-015-25W4	Lexin Resources Ltd.	100.00%

This is Exhibit "S" referred to in the

affidavit of Michael Smith

sworn before me, this

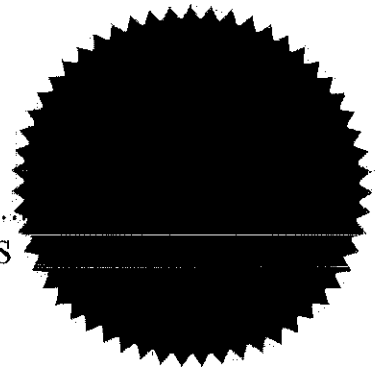
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042





Calgary Head Office
Suite 1000, 250 - 8 Street SW
Calgary, Alberta T2P 0R4
Canada

January 19, 2017

By email and registered mail

www.aer.ca

To: Jasmina Cezek
Michael J. Smith and Rob Jennings

**Declaration naming Michael J. Smith, Jasmina Cezek, and Rob Jennings under section 106 of the
*Oil and Gas Conservation Act***

Dear Messrs. Smith and Jennings and Ms. Cezek:

On November 10, 2016, the Alberta Energy Regulator (AER) sent a letter by registered mail to Lexin Resources Ltd. (Lexin) and its directors, Michael J. Smith, Jasmina Cezek, and Rob Jennings, notifying them of its intention to name them in a declaration pursuant to section 106 of the *Oil and Gas Conservation Act* (OGCA). In accordance with section 106, time was provided to permit the directors to show cause as to why a declaration should not be made. Upon request from two of the directors, the AER provided two extensions to provide a submission; no request was received for the third director, Ms. Cezek. The AER notes that it has not received any response from Ms. Cezek on this matter. The AER feels it made reasonable attempts to contact her and does not consider a lack of response a reason for not pursuing this matter further.

The AER has had an opportunity to review submissions and has determined that the directors have failed to satisfy the AER that a declaration should not be made. The AER hereby issues a declaration under section 106(1) of the OGCA naming Michael J. Smith, Jasmina Cezek, and Rob Jennings as persons in direct or indirect control of Lexin, a company that contravened or failed to comply with orders of the AER and has a debt to the AER. The declaration, with its terms and conditions, is found in attachment 2.

Section 106 of the OGCA applies where the AER considers it in the public interest to make a declaration naming one or more directors, officers, agents, or other persons who, in the AER's opinion, were directly or indirectly in control of a licensee, approval holder, or working interest participant that has (i) contravened or failed to comply with an order of the AER or (ii) has an outstanding debt to the AER, or to the AER to the account of the orphan fund, in respect of suspension, abandonment, or reclamation costs.

The AER is of the opinion that as directors of Lexin at the time of the company's noncompliances and its failure to pay the levies issued by the AER, the named individuals were and are persons in control of

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24-hour
emergency 1-800-222-6514

Lexin, as previously found by the AER in *Decision 2015 ABAER 003*, the specific reference to directors, officers, and agents in section 106 indicates that the legislature intended that individuals in those positions are presumed to be in direct or indirect control for the purposes of that section.

Lexin is in noncompliance with several orders issued by the AER (see attachment 1) and has not paid its debt to the AER arising from the issuance of two orphan fund levies, the 2016 AER administration fee, and their associated penalties for nonpayment, totalling \$1 188 910.66.¹ Notices of these noncompliances were mailed to Lexin at the address provided to the AER. The November 10 letter was sent to the same address, as well as addresses from British Columbia's corporate registry record for Lexin.

These noncompliances include a failure to remove bags of spent catalyst, failure to remedy a hydrocarbon spill, failure to fully address an order issued in relation to operations at the Mazeppa facility, and failure to comply with closure and abandonment orders. The ongoing failures to comply put the public and the environment at risk and demonstrate a disregard for AER requirements. Further, the failure to pay amounts owing to the AER poses a financial risk.

The AER has previously held in past section 106 decisions that the purpose of a section 106 declaration is to prevent a licensee or person in control from continuing to breach requirements or incurring new breaches or debts, thereby safeguarding the public interest. The AER has also previously held that continued confidence in the regulatory system is best assured when licensees comply with AER requirements. The AER finds that on the facts before it, the issuance of a declaration is in the public interest and necessary to deter future noncompliance and uphold the credibility of the regulatory system and AER enforcement processes.

Section 106 is a reverse onus provision. The burden is on the directors to show why the declaration and associated order should not be made. They are in the best position to respond to the notice as they are the ones with the best information regarding why they failed to comply with AER orders or pay outstanding amounts. The directors have provided no evidence to show cause why a declaration should not be made, despite the fact that they have been given ample time. A submission provided to the AER alleged concerns with the validity of the levies issued. These concerns were raised outside of the appeal periods associated with those levies and without any evidence or clear basis for the same. A hearing was requested to determine whether the declarations should be made, but the AER is not required to hold a hearing in these instances, and, given the failure to provide evidence as to why a declaration should not be made, a hearing would not be a good use of AER resources.

¹ The AER has collected some of the outstanding amount owing as a result of collection activities, resulting in collection from third parties in the amount of \$1 12 659.48 to date.

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emergency 1-800-222-6514

The terms of the declaration set out in attachment 2 are intended to incent the named individuals to address the noncompliances and outstanding debt. Further, the terms enable the AER to better manage the risk posed by the named individuals being in control of an entity regulated by the AER. Lexin alone holds over 1500 well licences, 80 facility licences, and 200 pipeline licences. This does not include any other entities with which the named individuals are involved. Practically speaking, the issuance of this declaration permits the AER, in addition to any other requirements that it has, to suspend any operations and refuse to consider an application for an identification code, licence, approval, or licence transfer of an entity regulated by the AER that the named individuals are in direct or indirect control of. It also requires the named individuals to disclose certain information, as outlined in the declaration.

Note that submission of a sworn declaration in accordance with clause 4 of the attached declaration must be provided by each of the named directors by February 19, 2017. Failure to respond appropriately may result in an additional regulatory response from the AER.

Should the named individuals wish to discuss how Lexin will correct its noncompliances, please contact Helene de Beer (Helene.deBeer@aer.ca).

Be advised that under the *Responsible Energy Development Act*, an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. Requests for regulatory appeal must be submitted in accordance with the AER's requirements. Filing requirements and forms are available on the AER website, www.aer.ca, under Applications & Notices > Appeals.

Sincerely,

<original signed by>

Kirk Bailey,
Executive Vice President, Operations Division

Inquiries 1-855-297-8311
24-hour
emergency 1-800-222-6511

Attachment 1 – Debt to the AER and Notices Regarding Noncompliances

First 2016 Orphan Fund Levy

- March 23, 2016 – Invoice
- May 3, 2016 – Notice of Noncompliance and application of 20% penalty

2016 Administration Fees

- May 18, 2016 – Invoice
- June 3, 2016 – Reminder of payment owing
- July 5, 2016 – Notice of Noncompliance and application of 20% penalty

Second 2016 Orphan Fund Levy

- August 8, 2016 – Invoice
- September 21, 2016 – Notice of Noncompliance and application of 20% penalty

Surface Rights Expiry

- June 13 and June 27, 2016 – Notification of Right to Surface Access
- August 4, 2016 – Closure/Abandonment Order No. AD 2016-21

Mineral Rights Expiry

- October 7, 2015, and January 7, May 4, May 11, June 1, June 8, June 29, and July 19, 2016 – Petroleum and Natural Gas Mineral Rights Expirations
- August 10, 2016 – Closure/Abandonment Order No. AD 2016-22

Orders

- June 15, 2016 – Order No. 201606-02
- August 9, 2016 – Order No. 201608-01

Attachment 2 – Declaration Naming Michael J. Smith, Jasmina Cezek, and Rob Jennings Pursuant to Section 106 of the *Oil and Gas Conservation Act*

For the reasons set out in the accompanying letter, the Alberta Energy Regulator (the “AER”) has determined that (i) Michael J. Smith, Jasmina Cezek, and Rob Jennings (each an “individual”) were persons directly or indirectly in control of Lexin Resources Ltd. (the “licensee”); (ii) the licensee has contravened AER requirements or failed to comply with certain orders of the AER (the “AER orders”) or is indebted to the AER; (iii) the individuals have been in control of the licensee at all material times; and (iv) it is in the public interest to make a declaration naming the individuals under section 106(1) of the *Oil and Gas Conservation Act*, RSA 2000, c O-6 (the “OGCA”).

The AER’s legislated mandate under section 2 of the *Responsible Energy Development Act*, SA 2012, c R-17.3, includes a requirement to provide for the efficient, safe, orderly and responsible development of energy resources in Alberta. In accordance with this mandate, the AER hereby names the individuals under section 106(1) of the OGCA and places the following restrictions on them:

1. The applicable individual and any licensee or approval holder directly or indirectly controlled¹ by him or her must inform the AER that a declaration under section 106(1) of the OGCA is in effect against that individual and that the individual has direct or indirect control of such licensee or approval holder upon the licensee or approval holders applying to the AER for any identification code, licence, or approval or transfer of a licence or approval under the OGCA or the *Pipeline Act*, RSA 2000, c P-15 (the “Pipeline Act”).
2. The AER may refuse to consider any application from the licensee, an individual, or any other licensee or approval holder over which an individual has direct or indirect control, for an identification code, licence, or approval or transfer of a licence or approval under *Directive 067: Applying for Approval to Hold EUB Licences*, the OGCA, or the *Pipeline Act*.
3. Where the AER is to consider an application from an individual or any other licensee or approval holder over which an individual has direct or indirect control, the AER will consider and process the application as nonroutine and may exercise its discretion to require the submission of abandonment and reclamation deposits in an amount to be determined by the AER prior to granting any licence or approval or transfer of a licence or approval under the OGCA.

¹ For purposes of the OGCA “control” means real, effective, and practical control over a company’s business affairs. Such control may exist in a wide variety of settings and arrangements. Control is ultimately the power to direct the business of the company and make decisions that will be complied with and acted upon by the company.

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24-hour
emergency 1-800-222-6514

4. Each individual must submit a sworn declaration by February 19, 2017, declaring whether he or she is in direct or indirect control of any licensee or approval holder, other than the licensee, that is an applicant to the AER, a licensee, or an approval holder under the *OGCA* or the *Pipeline Act* or, if he or she is, a declaration stating the name of any such licensee or approval holder and specifying the applications each has before the AER and the AER licences and approvals such licensee or approval holder holds.
5. This declaration is in force at the date hereof and will remain in force until the licensee has complied with the AER orders, rectified its contraventions, and paid any and all debts owed to the AER and to the AER on account of the orphan fund or until the AER orders otherwise.

Dated: January 19, 2017

Alberta Energy Regulator Signed: _____

<original signed by>

Kirk Bailey
Executive Vice President, Operations Division

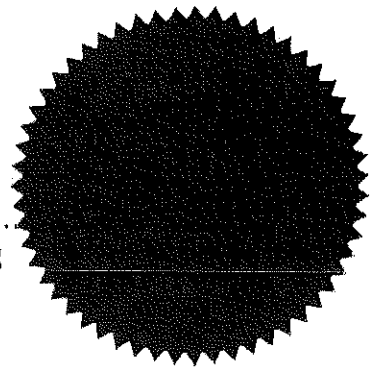
This is Exhibit "T" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

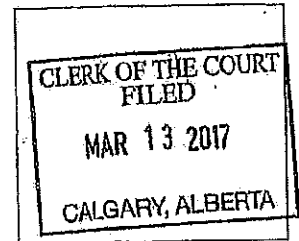
2016324871042



AMENDED this 13th day of
March 2017 Pursuant to
Rule 3.62
dated the 13th day of March 2017 FORM 10
[RULE 3.25]

CLERK OF THE COURT

Clerk's stamp



COURT FILE NUMBER

1701-03460

COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE

PLAINTIFF

ALBERTA ENERGY REGULATOR

DEFENDANT

LEXIN RESOURCES LTD.

DOCUMENT

AMENDED STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

JENSEN SHAWA SOLOMON DUGUID HAWKES LLP
Barristers
800, 304 - 8 Avenue SW
Calgary, Alberta T2P 1C2

Christa Nicholson
Phone: 403 571 1520
Fax: 403 571 1528
File: 13817.001

NOTICE TO DEFENDANT(S)

You are being sued. You are a defendant.
Go to the end of this document to see what you
can do and when you must do it.

Statement of facts relied on:

The Parties

1. The Plaintiff, the Alberta Energy Regulator (the "AER"), is a corporation established by the *Responsible Energy Development Act*, SA 2012, c R-17.3 ("REDA").
2. Under REDA, the AER is tasked with overseeing the safe, efficient, orderly and environmentally responsible development of energy resources in Alberta.
3. The Defendant, Lexin Resources Ltd. ("Lexin"), is a corporation registered in the province of British Columbia and is extra-provincially registered in Alberta. Lexin was

previously named "MFC Energy Corporation," and prior to that, it was named "Compton Petroleum Corporation."

4. Lexin is the licensee of licenses issued by the AER respecting 1,380 wells, 81 facilities, and 201 pipelines (the "Sites") for a total of 1,662 operational licences and Sites. It is also the licensee of 134 abandoned wells, 5 abandoned facilities and 6 abandoned pipelines.

Facts and Conduct of Lexin

5. The AER has issued to Lexin a number of directions and orders which have not been complied with, namely:
 - (a) On February 5, 2016, the AER issued to Lexin a Notice of Non-Compliance for failure to install a dilution gas meter at a sour gas facility, and failure to remove numerous bags of spent catalyst from the grounds of the facility. On June 15, 2016, the AER issued an order to Lexin for failure to comply with this Notice of Non-Compliance;
 - (b) In April of 2016, Lexin was directed by the AER in an environmental protection order made pursuant to s. 113 of the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 to address a serious surface casing vent flow issue on one of the Sites;
 - (c) On August 9, 2016, the AER issued to Lexin an order directing, *inter alia*, that Lexin and a related entity, LR Processing Ltd., immediately suspend and discontinue the Mazeppa sour gas facility and infrastructure;
 - (d) In August of 2016, numerous closure and abandonment orders were issued against Lexin for expired surface rights (3 wells) and mineral rights (26 wells);
 - (e) On October 25, 2016, the AER issued an order to Lexin to take immediate steps to clean up a hydrocarbon spill at another sour gas facility. The AER first informed Lexin of this spill on July 28, 2016. Lexin had not cleaned it up, despite statutory obligations to do so and notwithstanding having received from the AER a notice of non-compliance issued in August 2016 for this spill;
 - (f) On October 27, 2016, the AER issued a direction to Lexin by letter, directing it to cease and desist from the removal of any equipment;

- (g) On November 24, 2016, the AER sent a letter to Lexin stating that "Global Refer" status had been imposed on Lexin because of its inability or unwillingness to comply with regulatory requirements.
6. On January 19 2017, the AER issued a declaration under section 106 of the *OGCA* naming Michael J. Smith, Jasmina Cezek, and Rob Jennings, naming them as persons in direct or indirect control of Lexin, and declaring that Lexin has contravened requirements or failed to comply with orders of the AER or is indebted to the AER (the "Director Declaration").
 7. On January 31, 2017, Lexin advised the AER by letter that it was not sure that it could provide proper health and safety overview and measures for its sour wells beyond February 15, 2017 (the "Deadline Letter").
 8. On February 6, 2017, in response to the Deadline Letter the AER sent a letter (the "Demand Letter") to Lexin which required Lexin to take steps to ensure that the Sites are maintained in a manner that ensures that the public and environment are protected. By the Demand Letter, Lexin was also directed to advise by February 10, 2017 of steps that it planned to take to ensure that its sour wells are maintained in safe condition.
 9. On February 10, 2017, Lexin replied by letter, which was non-responsive to the Demand Letter (the "Reply Letter").
 10. In response to the foregoing, on February 14, 2017, the AER issued an order pursuant to section 27 of the *Oil and Gas Conservation Act*, RSA 2000, c O-6 (the "*OGCA*"), section 12 of the *Pipeline Act*, RSA 2000 c P-15, and *REDA*, suspending all of Lexin's operational well, facility, and pipeline licenses, and ceasing operations of the associated wells and facilities on the Sites (the "Suspension Order").
 11. On February 14, 2017, the AER issued to Lexin a direction requiring Lexin to produce the records described therein and allow persons authorized by the AER to access its facilities, equipment, and physical and electronic records as set out in the direction (the "Inspection Direction").

Court Proceedings

12. In response to the foregoing, and upon receiving reports of removal of equipment from the Sites, on February 14, 2017, the AER served on Lexin an Originating Application in Court of Queen's Bench Action Number 1701-02272 to seek the Court's assistance in

fulfilling the mandate of the AER (the "AER Proceedings"), including an Order pursuant to section 19(2) of REDA:

a) directing that no person remove Equipment from the Sites (the "Equipment Relief"); and

b) directing that Lexin produce records as described in the Inspection Direction (the "Inspection Relief").

13. The Equipment Relief was granted on February 14, 2017 on an interim basis, was extended on February 17, 2017, and was then granted on the merits by Order dated March 3, 2017 (the "Equipment Order"). The Inspection Relief was adjourned *sine die* with a right provided to the AER to return to the Court on three days notice.
14. In order to fulfil its mandate, the AER has orphaned, for suspension purposes, those of the Sites which, to the AER's knowledge, have no viable working interest participants (the "OWA Sites")
15. On February 27, 2017, in the same AER Proceedings, Lexin served on the AER an application ("Lexin Proceeding #1"). By Order of the Court granted March 3, 2017, the AER was granted an adjournment of Lexin Proceeding #1 and a hearing was scheduled for March 22 and 23, 2017 (the "Jurisdiction Hearing") to hear argument on the Court's jurisdiction to hear Lexin Proceeding #1.
16. On March 7, 2017, Lexin served on the AER a new proceeding, made by way of Originating Application, filed in in the Court of Queen's Bench Action Number 1701-03310, also returnable on March 22 and 23, 2017 ("Lexin Proceeding #2").
17. Both Lexin Proceeding #1 and Lexin Proceeding #2 (collectively, the "Lexin Proceedings") seek the following relief:
 - (a) an Order in the nature of mandamus directing the AER to forthwith take reasonable steps to remedy all health, safety and environmental issues that may exist at the Sites; and
 - (b) an Order directing the AER to:
 - (i) issue abandonment orders for the Sites that have already been designated as orphans by the AER for the purposes of suspension; and
 - (ii) have those sites transferred to the Orphan Well Association.

18. The AER opposes the Lexin Proceedings as being without jurisdiction and improper.

The Debt

19. Lexin has failed to pay several invoices owing to the AER, including 2016 orphan fund levy payments ("Orphan Fund Levies") and 2016 administration fees levy ("Administration Levy").
20. The Administration Levy is collected pursuant to the *Alberta Energy Regulator Administration Fees Rules*, Alta Reg 98/2013 (the "Fees Rules").
21. Orphan Fund Levies are collected by the AER pursuant to Part 11 of the *OGCA*.
22. Specifically, Lexin has refused or neglected to pay the following Administration Levy and the Orphan Fund Levies totalling amount of \$1,188,910.66 (the "Debt"), particulars of which are as follows:
- (a) 1st 2016 Orphan Fund Levy Payment invoiced on March 23, 2016, in the amount of \$58,005.34;
 - (b) 1st 2016 Orphan Fund Levy Payment Penalty invoiced on May 3, 2016, in the amount of \$11,601.07;
 - (c) 2016 Administration Levy invoiced on May 18, 2016, in the amount of \$876,700.65;
 - (d) 2016 Administration Levy Penalty invoiced on July 5, 2016, in the amount of \$175,340.13;
 - (e) 2nd 2016 Orphan Fund Levy Payment invoiced on August 8, 2016, in the amount of \$56,052.89; and
 - (f) 2nd 2016 Orphan Fund Levy Penalty invoiced on September 21 2016, in the amount of \$11,210.58.
23. Pursuant to section 76 of the *OGCA*, Lexin had the right to appeal the Orphan Fund Levies. Lexin has not appealed the Orphan Fund Levies.
24. Pursuant to section 7 of the Fees Rules, Lexin had the right to appeal the Administration Levies. Lexin has not appealed the Administration Levies.

25. Pursuant to section 58 of *REDA*, the AER is entitled to recover any money payable to it in an action in debt pursuant to *REDA* or any other enactment.

Garnishment, Lien, and the Amount Outstanding

26. The AER is a secured creditor of Lexin. The AER has a statutory lien (the "Lien") in respect of the Debt pursuant to Section 103(2) of the *OGCA* over Lexin's interest in any wells, facilities and pipelines, land or interests in land, including mines and minerals, equipment and petroleum substances, and the Lien has priority over all other liens, charges, rights of set-off, mortgages and other security interests.
27. Section 103 of the *OGCA* provides that the Lien may be enforced by garnishment. On June 13, 2016, the AER enforced its Lien security by serving on Lexin a notice of garnishment. The AER was able to successfully garnish the amount of \$112,971.81, which it applied to reduce the Debt, leaving a total amount outstanding of \$1,076,251.18[^] (the "Amount Outstanding").
28. Lexin has not paid the Amount Outstanding or any part thereof which remains fully due and owing.
29. Since the orphaning for suspension purposes of the OWA Sites, the OWA has incurred costs associated with carrying out suspension activities. Costs incurred to date are \$199,522.41. Pursuant to section 72 of the *OGCA*, if a debt to the AER to the account of the orphan fund shall for the purpose of enforcement of payment of the debt be treated the same as any other debt to the AER and accordingly, the AER takes the position that its secured Lien also secures this amount.

Recent Safety Concerns from Lexin

30. Since the Equipment Order was sought, Lexin has advised the AER that it remains unable to address health, safety and environmental risks that exist at the Sites, and that it does not have the financial means to address these risks. Lexin is currently not addressing these risks.
31. Recently, Lexin has advised the AER about its concerns relating to the public safety environmental risks present at least one of its licensed sites. Lexin has also communicated that it is unable and/or unwilling to address the public safety and environmental risks associated with its unattended licensed sites. Lexin has sent letters to the AER regarding these issues on March 6, 2017 and March 7, 2017. Lexin's correspondence is a thinly disguised attempt to "fob off" its responsibilities to the AER

and OWA. The AER is not responsible for assuming the obligations of a licensee that, like Lexin, attempts to abdicate and transfer its responsibilities for regulatory non-compliances and place those responsibilities at the foot of the AER and/or WA. It is not open for a licensee, when times get tough, to transfer the burdens associated with holding AER licences to the AER and/or the OWA, which is exactly what Lexin is attempting to do here.

Lexin's Other Creditors

32. Lexin has many secured creditors who claim an interest in respect of some or all of Lexin's personal and real property, including:
 - (a) secured creditors holding a total of 19 security agreements, including 2 security agreements claiming interest over all of Lexin's present and after acquired personal property; and
 - (b) secured creditors holding 5 land charges.
33. There have been numerous Writs of Enforcement ("Writs") filed, enforcing judgments against Lexin, and numerous reports of seizure ("Seizure"), including:
 - (a) 5 Writs; and
 - (b) 11 Seizures.
34. There are three Municipal Districts or Counties which claim a secured interest in respect of some or all of Lexin's personal and real property, including:
 - (a) One Municipal District or County claiming a statutory charge and a lien; and
 - (b) Two Municipal Districts or Counties claiming liens.
35. Since the Equipment Order was issued, claimants have contacted the AER seeking to remove property from the Sites and have threatened Court proceedings.

Lexin is insolvent

36. Lexin cannot meet its liabilities as they generally become due, and/or has ceased paying its current obligations in the ordinary course of business as they generally become due, and is insolvent.

Interest in the Sites

37. There are viable parties interested in acquiring at least some of the Sites.
38. Many of Lexin's Sites have economic value and should be sold, rather than left with the OWA. It is not in the interest of Albertans to leave these sites with the OWA when many of Lexin's sites and assets are still viable.
39. It is to Lexin's and other's benefit to have a Receiver appointed to sell or transfer the Sites rather than risk premature abandonment of them.

Need for Receiver

40. Having regard to all of the circumstances, including those referenced above, it would be just or convenient for a Receiver to be appointed over the current and future assets, undertakings and properties of Lexin and a general stay of proceedings ordered pursuant to section 13(2) of the *Judicature Act*, RSA 2000, c J-2, and section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985 B-3 in order to, *inter alia*:
 - (a) if necessary, to provide potential supplementary financial support to address any safety issues which may arise while the OWA Sites are in possession of the OWA;
 - (b) pending a determination of entitlements, for the benefit of creditors claimants (including secured creditors, the OWA and Albertans generally), ensure the Sites and Lexin property are preserved and protected against "scrambling" by creditors;
 - (c) undertake a professional marketing process for the sale of the Sites and capitalize on the interest expressed by potential purchasers in the Sites;
 - (d) effect more efficiently than the AER and the OWA are able, the transfers of the Sites to viable parties, which would ease the potential burden on the OWA, Working Interest Participants and potentially Albertans and try to prevent valuable energy resources from potentially being stranded by abandonment;
 - (e) effect the transfer to viable parties of the Sites including any liabilities associated therewith which are otherwise the responsibility of Lexin and which, if reduced, would benefit Lexin; and
 - (f) avoid irreparable harm being and to be suffered by secured and other creditors the OWA and Albertans generally.

Real and Substantial Connection to Alberta

41. The Plaintiff proposes to serve this claim on Lexin outside of Alberta. Service outside of Alberta is necessary, and permitted pursuant to Rule 11.25 (1) and (3) of the Alberta Rules of Court, Alta Reg 124/2010 in that Lexin is incorporated outside of Alberta, and there is no head office or address for service in Alberta.
42. This claim is served on Lexin on the basis that a real and substantial connection exists between Alberta and the facts on which the claim is based. That connection arises from factors including the following:
- (a) the claim is governed/contemplated by the Alberta Responsible Energy Development Act, Oil and Gas Conservation Act, and Judicature Act; and
 - (b) the claim relates to land in Alberta.

Remedy sought

43. The Plaintiff, AER, claims as follows:
- (a) judgment for the Amount Outstanding, being \$1,076,251.18, or any amount to which it continues to accrue;
 - (b) judgment for any amounts owed to the Orphan Fund as a result of costs incurred in relation to the orphan Lexin sites, being \$199,522.41 or any further costs incurred;
 - (c) a declaration that the Lien is valid, secures all amounts owing to the AER and OWA as aforesaid and has the priority contemplated by the OGCA;
 - (d) the appointment of a Receiver pursuant to the *Judicature Act*, RSA 2000, c J-2; and section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985 B-3; and
 - (e) costs of this Action; and
 - (f) such further and other relief as this Honourable Court may deem just and appropriate having regard to all the circumstances.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at CALGARY, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff(s)' address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

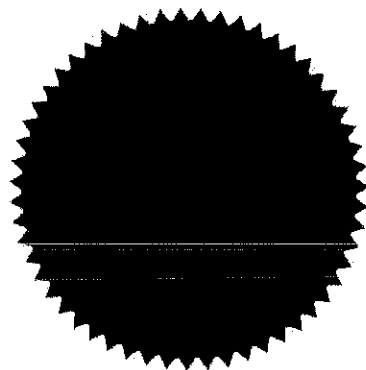
This is Exhibit "U" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324071042



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

Dated this 22 day of March

Clerk's stamp:

COURT FILE NO. for Clerk of the Court 1701-03460

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT

ALBERTA ENERGY REGULATOR

RESPONDENT

LEXIN RESOURCES LTD.

DOCUMENT

RECEIVERSHIP ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

JENSEN SHAWA SOLOMON DUGUID HAWKES LLP
Barristers
800, 304 - 8 Avenue SW
Calgary, Alberta T2P 1C2

Christa Nicholson
Phone: 403 571 1053
Fax: 403 571 1528
Email: nicholsonc@jssbarristers.ca
File: 13817.001



DATE ON WHICH ORDER WAS PRONOUNCED: March 20, 2017

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

NAME OF THE JUDGE WHO MADE THIS ORDER: The Honourable Justice P.R. Jeffrey

UPON the application of Alberta Energy Regulator ("AER") in respect of Lexin Resources Ltd. ("Lexin" or the "Debtor"); AND UPON having read the Application of the AER; the Affidavit of Laura Chant, sworn on March 11, 2017 including the reference therein to the "Equipment Order" granted March 3, 2017 in Court of Queen's Bench Action No. 1701 02272; the Affidavit of Service of Helen Bowker, sworn and filed March 14, 2017; and the Affidavit of Charles Selby, sworn and filed March 17, 2017; AND UPON reading the consent of Grant Thornton Limited to act as receiver ("Receiver") of the Debtor; AND UPON hearing counsel for AER and other interested parties;

FIAT: Let the within Order be filed notwithstanding that the counsel approvals are by electronic signature and in counterpart, this 21st day of March, 2017.
not necessary: J.C.Q.B.A. 19.
2017 ABCA 150 ¶ 7

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of this Application is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("BIA") and/or section 13(2) of the *Judicature Act*, R.S.A. 2000, Grant Thornton Limited is hereby appointed Receiver, without security, of all of Lexin's current and future assets, undertakings and properties of every nature and kind whatsoever, including all proceeds thereof, provided that the appointment of the Receiver shall not include any oil or gas wells, pipelines or facilities located outside the Province of Alberta or regulated by an entity other than the AER (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized (but not obligated) to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property, with the exception of taking possession of or exercising physical control over any Lexin oil or gas wells, pipelines, facilities or sites regulated by the AER (the "Sites and Abandoned Sites"), and any and all proceeds, receipts and disbursements arising out of or from the Property, and for greater clarity, while the Receiver shall have limited powers with respect to the Property as it relates to the Sites and Abandoned Sites as more particularly set out herein, the Receiver shall not have the power to take possession of and exercise physical control over the Sites and the Abandoned Sites;

- (b) to exercise any powers it has under section 14.06 of the BIA;
- (c) to receive, preserve and protect the books and records of the Debtor or any part or parts thereof, including, but not limited to, relocating of the books and records to safeguard them as may be necessary or desirable;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (f) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (h) to initiate, prosecute and continue the prosecution of any and all proceedings (with the exception of the hearing scheduled for March 22 and 23, 2017 of Lexin's application filed in Court of Queen's Bench Action Number 1701-02272 and in its Originating Application filed in Court of Queen's Bench Action Number 1701-03310 (the "Applications"), on the issue before the Court to be argued at that time, namely, the Court's jurisdiction to hear the foregoing Applications (the "Jurisdiction Question"), which Jurisdiction Question may continue to be advanced by Lexin as opposed to the Receiver), and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceedings, and

provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (i) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- (j) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$150,000; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required.

- (k) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (l) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (o) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (p) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (q) to, with leave of the Court, assign the Debtor into bankruptcy, to become the trustee in bankruptcy of the Debtor and to take all steps reasonably required to carry out its role as trustee in bankruptcy of the Debtor should the Receiver deem it appropriate in the circumstances to do so; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

4. Notwithstanding any other provision of this Order, nothing herein shall empower, authorize or require the Receiver: (i) to take possession of or exercise physical control over the Sites and the Abandoned Sites; or (ii) to manage, operate or carry on the business of the Debtor; and the Receiver shall not be deemed to have taken any of the actions or steps referred to in this paragraph 4 solely as a consequence of having taken some of the steps authorized pursuant to paragraph 3.
5. Upon the AER receiving from any person a request for approval to remove equipment from any of the Sites pursuant to the Equipment Order (the "Request"), the AER shall forthwith bring that communication to the attention of the Receiver, and the Receiver

shall cooperate with the AER with respect to any proposed removal of equipment from any Sites and Abandoned Sites, and will thereafter either:

- (a) approve the removal of the equipment on such terms as are appropriate, having regard to the entitlements of all persons; or
- (b) advise the person who made the Request that the equipment may not be removed without Court Order, made on application brought in these proceedings (Action No. 1701-03460) with 7 days' prior notice to the Receiver and AER.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.
7. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in

paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

8. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by Independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

9. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court,

provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 10; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

11. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking

services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

15. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations

under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c 47 ("WEPPA").

16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring

the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

18. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

19. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
20. The Receiver and its legal counsel shall pass their accounts from time to time.
21. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such

rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

23. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
24. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
25. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. 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 and 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.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at www.grantthornton.ca/creditorupdates and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

J.C.Q.B.A.

APPROVED as the Order granted:

GROIA AND COMPANY PROFESSIONAL
CORPORATION

Per: _____



Joseph Groia

Counsel for Lexin Resources Ltd.

BORDEN LADNER GERVAIS LLP

Per: _____

Robyn Gurofsky
Counsel for Grant Thornton Limited

JENSEN SHAWA SOLOMON DUGUID
HAWKES LLP

Per: _____

Christa Nicholson
Counsel for the Alberta Energy
Regulator

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at www.grantthornton.ca/creditorupdates and shall post there as soon as practicable;
- (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.



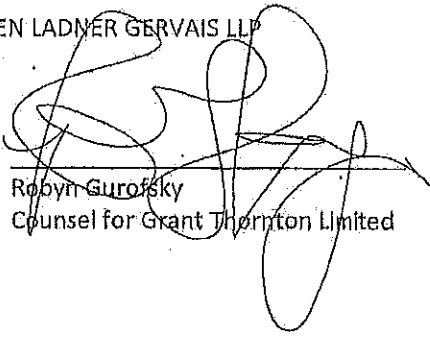
J.C.O.B.A.

APPROVED as the Order granted:

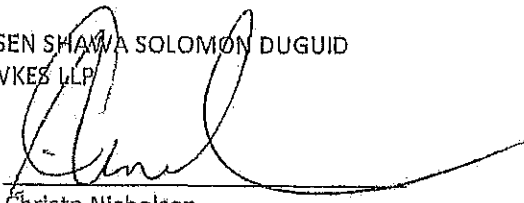
GROIA AND COMPANY PROFESSIONAL
CORPORATION

Per: _____
Joseph Groia
Counsel for Lexin Resources Ltd.

BORDEN LADNER GERVAIS LLP

Per: 
Robyn Gurofsky
Counsel for Grant Thornton Limited

JENSEN SHAWA SOLOMON DUGUID
HAWKES LLP

Per: 
Christa Nicholson
Counsel for the Alberta Energy
Regulator

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that GRANT THORNTON LIMITED, the receiver (the "Receiver") of all of the assets, undertakings and properties of LEXIN RESOURCES LTD. appointed by Order of the Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (the "Court") dated the ____ day of _____, ____ (the "Order") made in action number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [monthly **not** in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Alberta Treasury Branches from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

GRANT THORNTON LIMITED, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____

Name:

Title:

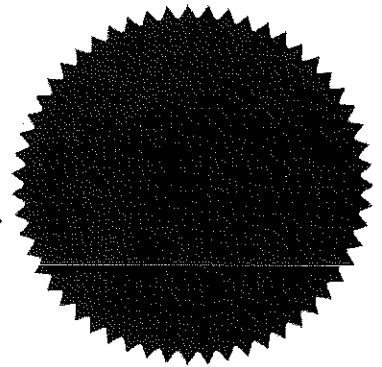
This is Exhibit "V" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017



LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042



From: Carol Kermath [<mailto:ckermath@groiaco.com>]
Sent: March-20-17 11:27 AM
To: nicholsonc@jssbarristers.ca
Cc: Bonnie Roberts Jones
Subject: AER v. Lexin

Please see attached. We will provide a copy of the filed document as soon as it is available

Carol Kermath
Groia & Company
Professional Corporation – Lawyers
365 Bay Street, Suite 1100
Toronto, Ontario
M5H 2V1

Tel: 416-203-4480
Fax: 416-203-9231

ckermath@groiaco.com

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Tatsiana Okun

Groia & Company
Professional Corporation ? Lawyers
Direct: 416-203-4489
Email: tokun@groiaco.com

Clerk's Stamp

COURT FILE NUMBER	1701-03460
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF/DEFENDANT BY COUNTERCLAIM	ALBERTA ENERGY REGULATOR
DEFENDANT/PLAINTIFF BY COUNTERCLAIM DOCUMENT	LEXIN RESOURCES LTD. STATEMENT OF DEFENCE AND COUNTERCLAIM
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	GROIA & COMPANY Professional Corporation ■ Lawyers 365 Bay Street, Suite 1100 Toronto, Ontario M5H 2V1 Fax: 416-203-9231 Joseph Groia, LSUC # 20612J Tel: 416-203-4472 Bonnie Roberts Jones, LSUC # 4 Tel: 416-203-4476

Statement of Facts Relied On:

1. The Defendant, Lexin Resources Ltd. ("Lexin" or the "Defendant") admits the allegations contained in paragraphs 1-2, 6-8, 11, 15-17, 30, 36 and 37 of the Amended Statement of Claim.
2. The Defendant has no knowledge or insufficient knowledge with respect to the allegations contained in paragraphs 14, 20-21 and 31-32 of the Amended Statement of Claim.

3. Unless specifically admitted, the Defendant denies all other allegations contained in the Amended Statement of Claim.
4. As is set out in more detail below, the commencement of this action is just the latest in a series of steps taken by the AER that are malicious, ultra vires their authority, in bad faith and designed to destroy Lexin.

Any Matters that Defeat the Claim of the Plaintiff:

History of the AER and the Regulation of the Oil and Gas Industry in Alberta

5. The province of Alberta has been regulating the oil and gas industry for at least 75 years. The first regulatory body, called the Petroleum and Natural Gas Conservation Board, was created in 1938 and it has existed under several names since, including the Alberta Oil and Gas Conservation Board, the Alberta Energy and Utilities Board, and most recently, the Alberta Energy Resources Conservation Board.
6. In December 2012, the Responsible Energy Development Act (the "REDA") was passed by the Alberta Legislature. The REDA established that the Alberta Energy Regulator (the "AER") and on June 17, 2013, all regulatory functions previously carried out by the Energy Resources Conservation Board were taken over by the AER, an entirely new organization with new regulatory functions and authority over energy-related applications and developments.
7. The AER is responsible for all energy projects in the province, from application to reclamation, with the authority to administer, among other enactments, the Oil and Gas Conservation Act (the "OGCA"), the Pipeline Act, the Public Lands Act, the Environmental Protection and Enhancement Act, the Mines and Minerals Act and the Water Act. The AER is now the single regulator for energy development in Alberta; it enforces environmental laws and issues environmental, oil and gas, pipelines and other permits for energy developments.
8. The mandate of the AER is to provide for the safe, efficient, orderly, and environmentally responsible development of energy resources in the province of Alberta. The Alberta

government created the AER in response to concerns from stakeholders – in particular, oil and gas companies - who were experiencing inconsistent compliance response and uncertainty under the old regime. The AER was to effect change in terms of providing a more efficient, consistent and certain regulatory regime so as to ensure that stakeholders are given the best possible change of success within this regime.

9. The AER, which operates independently from the government of Alberta, regulates approximately 181,000 active wells, more than 50,000 oil and gas facilities, and 415,000 km (258,000 mi) of pipelines.
10. No one in Alberta can construct or operate a facility or drill a well without a license from the AER. A license can only be granted by the AER to a person or a company (a "Licensee") who complies with certain requirements under the OGCA and its regulations.
11. The AER is funded by the Alberta energy industry and it is authorized to collect funds through an administrative fee levied on oil and gas wells, oil sands mines, and coal mines. The AER's existence, therefore, depends upon the collection of these fees, as well as the fines it imposes upon Licensees for non-compliance.
12. In addition, an Orphan Fund Levy is assessed and collected by the AER from oil and gas industry participants in Alberta, who fund the majority of the costs incurred by the Orphan Well Association (the "OWA"). The OWA manages the abandonment of Alberta upstream oil and gas orphan wells, pipelines, facilities and the reclamation of their associated orphan sites. An "orphan" is a well, pipeline, facility or associated site which has no legally responsible or financially able party to deal with its abandonment and reclamation.
13. A Licensee's annual Orphan Fund Levy is based upon its proportionate share of sector liability as determined by the Licensee Liability Rating (the "LLR"), which reflects a ratio of the Licensee's deemed assets and liabilities.

14. With the recent 50% drop in oil prices, Licensees are facing a challenging economic environment. To ensure sustainability, many companies have been forced to cut the level of capital spending and the size of their workforce.

Corporate Structure of the Defendant and other Related Parties.

15. 0989 Resource Partnership ("0989") is a partnership formed and registered under the laws of British Columbia.
16. Lexin is a partner of 0989 Resource. It is a company incorporated under the British Columbia Business Corporations Act. Lexin is extra-provincially registered in the Province of Alberta and is a licensee under the OGCA in relation to certain wells and pipelines and related infrastructure. 0989 Resource and Lexin own and operate natural gas and oil wells and related facilities in western Canada.
17. 0989 Resource is a limited partner of LR Processing Partnership ("LR Processing"), which is a limited partnership registered in Alberta. The general partner of LR Processing is LR Processing Ltd. ("LRP Ltd."), a company incorporated in Alberta.
18. On November 25, 2016, LR Processing Partnership and its general partner, LR Processing Ltd. were adjudged bankrupt. They have appealed the bankruptcy.

BACKGROUND AND SUMMARY OF CURRENT FINANCIAL DIFFICULTIES

The Mazeppa Gas Processing Plant – Ownership and Operating Structure

19. LR Processing wholly owns and operates the Mazeppa Gas Processing Plant (the "Plant"), a natural gas processing plant located in High River, Alberta. LRP Ltd. owns the lands on which the Plant is located.
20. From June 2003 until January 2014, LRP Ltd., was the licensee of the Plant. In January 2014, LRP Ltd.'s license was improperly transferred to Lexin by the AER, as is particularized below.

History of the Mazeppa Gas Processing Plant

21. There are over 6,000 sour gas wells and 18,000 kilometres of operating sour gas pipelines in Alberta. Sour gas is a natural, colourless and flammable gas containing more than 1% hydrogen sulphide. It is processed at approximately 250 plants in Alberta, including more than 50 larger facilities that produce elemental sulphur. The Plant is one of these facilities.
22. The Plant was opened in 1986 and is located in the High River area. It processes both sweet and sour gas. It has a plant capacity of 90 MMcf/d of sour natural gas and 45 MMcf/d of sweet natural gas. In the High River area, there is approximately 270 km of pipeline infrastructure in place and gas compression capacity of 42.5 MMcf/d.
23. In June 2016, the pipelines at the Plant became temporarily shut in due to a mechanical issue at the Plant. Following an inspection of the Plant by the AER on June 14, 2016, the AER made an order prohibiting the lines from reopening.
24. As a result, the majority of the Plant's 24 employees had to be furloughed at the end of June 2016. The Plant remains shut in.

Improper Transfer of the License for the Plant to Lexin

25. For a number of years, Lexin has been a license holder under the OGCA in relation to certain wells and pipelines. However, until it was made the licensee of the Plant in January 2014, Lexin was not involved in and did not hold any license in relation to the Plant.
26. At some point in or before December 2013, certain representatives of the AER approached LRP Ltd. and Lexin and advised them that they were required to submit a license transfer application by which LRP Ltd. would transfer its license for the operation of the Plant to Lexin.
27. The AER threatened to revoke the Plant's license completely if Lexin did not consent to the transfer of the license to Lexin. This is despite the fact that since Lexin was not a

working interest participant in the Plant, it was not legally entitled to hold a licence in relation to the Plant, as set out below.

28. Lexin reluctantly, under protest and under pressure from the AER, submitted an application for a license transfer. The license transfer process was undertaken by AER arbitrarily and without proper consultation with Lexin.
29. To the knowledge of the AER and its officials, s. 17(1) of the OGCA requires a licensee for a facility in Alberta to be a "working interest participant" in relation to that facility. A "working interest participant" is defined as "a person who owns a beneficial or legal undivided interest in a well or facility under agreements that pertain to the ownership of the well or facility".
30. At the time that the license transfer was forced upon Lexin by the AER, LRP Ltd. owned the lands on which the Plant is located and the Limited Partnership operated the Plant. Lexin had no involvement in the operations of the Plant, nor did it take an active role in the business of the Limited Partnership. At all relevant times and, in particular, at the time of the Lexin license transfer in January 2014, Lexin did not own any beneficial or legal interest in the Plant. Lexin was not at any relevant time a "working interest participant" in the Plant.
31. As a result, the purported transfer of the license to Lexin was illegal and void and therefore is of no force or effect.
32. In January of 2014, LRP Ltd.'s total deemed assets were \$0 and its total deemed liabilities were stated as \$65,596.00 with a Liability Management Rating ("LMR") of 0, while Lexin's total deemed assets were \$236,173,010.30 and its total deemed liabilities at that time were \$141,975,129, resulting in a LMR of 1.66.
33. The AER's improper motivating factor in forcing Lexin to become the licensee of the Plant was this disparity in assets between the two companies.
34. Lexin has disputed its status as a licensee in relation to the Mazeppa Plant and the amount of its liability to the AER (the "Dispute").

35. Particularly, Lexin has advised the AER that it was not a “working interest participant” in the Mazeppa Plant, within the meaning of the OGCA, and therefore was not a proper “licensee” of the Plant under applicable legislation. Lexin also informed the AER that the resulting incorrect liability management rating calculation was damaging the company’s business and “severely crippling” its ability to operate its business and execute its business plans, including negatively impacting Lexin’s ability to complete transactions in order to enhance its liquidity and ability to continue to operate as a going concern.
36. The Dispute has materially adversely affected Lexin’s operations, liquidity and access to capital. Among other things, the AER has issued invoices to Lexin and later garnishing orders to Lexin’s commercial counterparts, which further materially undermined Lexin’s liquidity.
37. Lexin raised its concerns with respect to the Dispute with the AER on a number of occasions, particularly in written correspondence by letters of July 12, 2016, August 2, 10 and 15, September 21, 2016, December 2, 2016 and January 31, 2017.
38. As a result of the AER’s garnishment orders and other actions, Lexin has had cash flow difficulties and has been unable to pay its creditors and comply with the AER notices since approximately February of 2016. Further, and to the knowledge of the AER, its actions have made it impossible for Lexin to comply with AER’s directions and orders, and to ensure that its licenced sites are maintained in compliance with the AER’s requirements.
39. Further, since early 2016 the AER has repeatedly threatened Lexin with various regulatory actions and enforcement mechanisms resulting from the AER’s error in the calculation of Lexin’s LMR. By way of example, as a result of this miscalculation, the AER demanded on June 10, 2016 that Lexin pay a security deposit for the difference between its deemed assets and deemed liabilities in the amount of \$3,107,665.02. The AER improperly threatened Lexin with remedial and enforcement actions if these monies were not paid.
40. AER’s attacks on Lexin continued as follows:

41. On June 13, 2016, the AER issued a Notice of Garnishment against Lexin in relation to amounts that the AER claimed were owing.
42. Two days later, on June 15, 2016, the AER made an order preventing Lexin from restarting the Plant, even though Lexin was not the owner or operator of the Plant.
43. On numerous occasions in July and August of 2016, Lexin raised with the AER the issue of its having been wrongfully forced to be the licensee for the Plant. It also requested that the deemed liabilities incorrectly attributed to Lexin and the calculation of its LMR be corrected.
44. On July 21, 2016, the AER recognized its error in the calculations. It corrected Lexin's LMR (to be 1.03) and retracted its demand for a security deposit (because Lexin's LMR was above 1.0, no security deposit is required).
45. In early August 2016, however, the AER reverted back to its original position in calculating Lexin's LMR and, to date, has continually and incorrectly attributed an LMR of less than 1.0 to Lexin, insisting that Lexin pay a security deposit as a result.
46. Furthermore, in a meeting with Lexin in August 2016, the AER staff took the extraordinary position that even if Lexin became fully compliant with all licencing requirements, it could not operate the Plant as it was not an owner or a "working interest participant" in the Plant. This assertion was made by the AER while it simultaneously continued to assert that Lexin was the proper licensee.
47. On August 9, 2016, AER purported to issue an Order against Lexin requiring it to suspend and discontinue the operations of the Plant, to develop and submit an Incident Response Plan, to develop and submit an Ongoing Monitoring Plan, and to report to the Director and to the public through a weekly written report.
48. This Order was made against Lexin despite the fact that the AER knew that Lexin has no ownership or working interest in the Plant and was therefore not a working interest participant.

49. On August 10, 2016, the AER again asserted Lexin's liability for the Plant under the illegal license, despite acknowledging that Lexin was not a working interest participant and therefore not a proper licensee under the OGCA.
50. On September 22, 2016, while maintaining its position that it was not the proper licensee, Lexin submitted to the AER a reasonable proposal for a payment plan in relation to the Orphan Well Levy and administrative fees that the AER claimed were owing.
51. Despite the agreement regarding a payment plan, shortly thereafter, the AER improperly commenced a garnishing process against Lexin. Not only was the AER's discretion to do so exercised arbitrarily and unfairly, but it was based upon an inaccurate liability rating as described above, and was also based upon an overstatement of the fees that were allegedly owing by Lexin.
52. On October 25, 2016, the AER once again improperly issued an order against Lexin for a hydrocarbon spill at the Plant, despite the fact that AER was not the proper licensee for the Plant and was not in control of the Plant.
53. This continuing series of arbitrary and unfair steps taken by the AER against Lexin has made it difficult, if not impossible, for Lexin to operate as a going concern.
54. In October 2016, the AER issued orders and notices against Lexin, including a direction not to remove equipment from Lexin's Sites (the "Equipment Direction").
55. On December 2, 2016 and again on January 31, 2017, Lexin advised the AER that it was not able to provide "proper health and safety overview and measures for sour wells" beyond February 15, 2016. At the same time, Lexin made a proposal to the AER that would be in the best interests of the AER, the general public and Lexin.
56. The December 2, 2016 proposal contained 3 main components:
 - a) The AER issue abandonment orders with respect to Lexin's sour gas wells;

- b) The AER release the garnishment orders issued with distribution of funds received from counterparties being split 70% to the AER on account of Lexin's liabilities and 30% to Lexin; and
 - c) Lexin be permitted to restart production on shut-in wells and distribute funds from such restarted production on the basis of 70% to the AER on account of Lexin's liabilities and 30% to Lexin.
- 57. On January 31, 2017, Lexin delivered a letter to the AER following up on the proposal set out in its December 2, 2016 letter. Lexin advised in this letter that because of the Dispute and the AER's actions, it was "not sure that [it] will be able to continue to provide proper health and safety overview and measures for the sour wells, particularly beyond February 15, 2017." Lexin expressed its concern that the situation created serious health and safety risks for all concerned.
- 58. On February 6, 2017, the AER responded to Lexin and rejected the proposals set out in the December 2, 2016 and January 31, 2017 letters.
- 59. On February 14, 2017, the AER issued an order suspending all of Lexin's operations and licenses (the "Closure Order").
- 60. On the same day, February 14, 2016, the AER also issued a Direction requiring Lexin to cooperate with any inspection of its sites and records (the "Inspection Direction").
- 61. Also, on the same day, the AER commenced an application against Lexin seeking an order to enforce the Equipment Direction and directing Lexin, its directors, agents and employees to comply with the Inspection Direction. The AER brought this application on an urgent basis, purportedly on the basis of health, safety and environmental concerns.
- 62. Interim Orders were granted on February 14 and 17, 2017, and another Order was granted on March 3, 2017 with respect to the Equipment Direction, and the application with respect to the Inspection Direction was adjourned sine die.
- 63. On February 15, 2017, the AER issued Environmental Orders against Lexin.

64. In late February 2017, Lexin sought a mandamus order directing the AER to take reasonable steps to remedy all health, safety and environmental issues and to issue abandonment orders for Lexin's sites which have been designated as orphans by the AER ("Lexin's Application"). The Court of Queen's Bench of Alberta will be asked to determine whether it has jurisdiction to hear these issues on March 22, 2017.
65. The AER acted *ultra vires* its authority under the Alberta Legislation and in bad faith.
66. The AER has undertaken a course of conduct that is ultra vires its constituting and governing legislation. Its improper conduct started in 2013 and continues to date, and includes:
 - a) making Lexin the licensee of the Plant when it is not a "working interest participant", contrary to the OGCA;
 - b) refusing to remove Lexin as a licensee of the Plant despite its illegality and despite repeated requests that they do so, contrary to the OGCA;
 - c) failing to calculate Lexin's LMR correctly, and therefore calculating Lexin's security deposit, which is based on its LMR, incorrectly, contrary to Directive 006;
 - d) after acknowledging the error in the calculation of the LMR, applying the incorrect LMR again in calculating the security deposit;
 - e) issuing Declarations against three individuals related to Lexin, despite the fact that, to the AER's knowledge, Lexin is not the proper licensee under the OGCA;
 - f) garnishing Lexin's assets when the AER knew or reasonably ought to have known that Lexin was not the proper licensee and that such a garnishing process would make it difficult, if not impossible, for Lexin to carry on business;
 - g) demonstrating a complete unwillingness to issue "dual licenses" to Lexin and LRP Ltd. and forcing Lexin, therefore, to hold the sole license for the Plant in circumstances where other similarly situated companies were treated differently; and

- h) in general, exercising their authority in an unfair and arbitrary manner, and acting in bad faith when dealing with Lexin.

Section 106(1) of the OGCA is Unconstitutional

67. Where:

- a) a licensee, permit holder or working interest participant is in contravention of or fails to comply with an order of the AER; or
- b) a licensee, permit holder or working interest participant has an outstanding debt to the AER, or to the AER in account of the Orphan Well Fund

section 106 of the OGCA allows the AER make a declaration setting out the nature of the contravention, failure to comply or debt, and naming one or more directors, officers, agents or other persons who, in the AER's opinion, were directly or indirectly in control of the licensee, approval holder or working interest participant at the time of the contravention, failure to comply or failure to pay.

68. Before making a declaration under s. 106 of the OGCA, the AER must:

- a) Believe that it is in the public interest to do so; and
- b) Give at least 10 days' written notice of the intention to issue a declaration to anyone affected.

69. In making a declaration under s. 106 of the OGCA, the AER can, subject to any terms and conditions it considers appropriate, including inter alia:

70. Suspend any operations of a licensee or approval holder;

- a) Refuse to consider an application to transfer a license or approval under the OGCA;
- b) Require from the person subject to the declaration the submission of abandonment and reclamation deposits in an amount determined by the AER prior to granting any license, approval or transfer under the OGCA;

- c) Require from the person subject to the declaration the submission of abandonment and reclamation deposits in an amount determined by the AER for any wells or facilities of any licensee or approval holder.
- 71. Between May of 2005 and September 2015, the AER and its predecessor named only 10 individuals under s. 106 as a person "in control" of a licensee that has contravened or failed to comply with an order of the AER or has an outstanding debt owed to the AER (a "Declaration").
- 72. Although there were 300 outstanding non-compliance issues listed on the AER's website in 2016, the AER issued no Declarations that year.
- 73. Declarations are rare for a reason: a Declaration is an extraordinary remedy that can and often does have a significant impact not only on the licensee who is allegedly non-compliant, but upon the named individual.
- 74. The effect of a Declaration, if issued, is that the person named in the Declaration cannot be involved in the operations of the licensee or of any licensee until the licensee at issue becomes compliant. It is a serious, potentially career ending issuance and can have a severe, negative impact on the named individual and the ability of the licensee to carry on business.
- 75. On January 19, 2017, the AER issued Declarations pursuant to s. 106 of the OGCA naming Michael Smith, Jasmina Cezek and Robert Jennings as persons in control of Lexin as a "licensee" that has failed to comply" with certain AER Orders (the "Declarations"). The AER provided no reasons for its decision. The Declarations were issued despite counsel's prior requests for information in relation to the AER's intention to issue the Declarations, including a breakdown of the fees and penalties allegedly owing by Lexin to the AER. The AER provided no evidence upon which it relied in making the Declaration and did not hold a hearing despite counsel's request.
- 76. On February 14, 2017, Mr. Jennings and Mr. Smith made requests for a regulatory appeal of the AER decision to issue the Declarations and brought an originating application for judicial review of the AER decision to issue the Declaration, as did Lexin for review of

the AER decision to issue the Declaration against Ms. Cezek. These appeals and applications for judicial review remain outstanding.

77. These Declarations were made based on incorrect, erroneous and/or intentionally wrongful information, including:
78. Lexin is not the proper licensee of the Plant; and
79. the AER Order of August 9, 2016 attributes the responsibility for the Plant to Lexin, even though the AER admitted that Lexin is not an owner or a "working interest participant" of the Plant;
80. The issuance of such Declarations, in addition to their detrimental effects against each of the individuals, has had a severe and negative effect on Lexin's reputation and ability to attract and maintain quality employees, and on its ability to carry on business in the normal course.
81. The Declarations are not in the public interest. They will have no deterrence effect, nor will they protect the public or the environment. The Plant operations have been and remain suspended and discontinued by the AER's August 9, 2016 Order
82. These Declarations will also encourage other individuals involved with oil and gas companies in Alberta facing challenging economic times to jump ship and avoid responsibilities owing to the licensees, the public and the environment.
83. Section 106(1) of the OGCA allows the AER to make a Declaration naming a director, officer, or agent of a licensee that has failed to comply with an order of the AER or has an outstanding debt to AER, to AER on account of the Orphan Fund, or any other person.
84. The effect of such a declaration is that the AER may for an indefinite and undefined period of time: (a) suspend operations of; (b) refuse to consider any applications from; or (c) require the payment of abandonment and reclamation deposits, which could amount to millions of dollars, from either the individual or any company controlled by him or her in the future, and subject to any terms it considers appropriate, so long as it considers it to

be in the public interest to do so. This section is clearly penal in nature. Its purpose is to place a stigma upon and to punish an individual for the alleged acts of a licensee.

85. The punishment pursuant to s. 106(1) of the OGCA is of disproportionate magnitude. Its magnitude is determined in accordance with principals of criminal sentencing, making it punitive and therefore triggering constitutional protections such as the right to be presumed innocent, a right that is not protected in this legislation. As such, s. 106(1) of the OGCA is unconstitutional.
86. Section 106(1) of the OGCA also gravely interferes with the ability of an individual against whom a declaration is made to make a living. As such, it undermines the rights of life, liberty and security of the person protected by Section 7 of the Canadian Charter of Rights and Freedoms, Part I of the Constitution Act, 1982, being Schedule B to the Canada Act 1982 (UK), 1982, c 11 (the "Charter"). The reduced security of the person, which this legislation engenders, is not accomplished in a fashion that comports with the principles of fundamental justice and in the circumstances, is a denial of the rule of law and contrary to the Charter.
87. Section 106(1) of the OGCA is therefore unconstitutional and should be held to be of no force and effect.
88. The Parties' immediate financial difficulties and insolvency are primarily due to their lack of liquidity which flows from and is as a result of the Dispute, resulting garnishment orders of the AER, general market conditions in the oil and gas industry and the Parties' consequent inability to satisfy its short-term debt obligations.
89. Lexin's ability to obtain financing or complete any orderly sale of assets to improve its liquidity has been significantly affected by the Dispute and the ongoing AER proceedings, the increasing demand from its creditors, the shutdown of its operations by the AER and its urgent need for cash have made it impossible for Lexin to preserve its business.
90. Lexin has sought to cooperate with the AER, including making proposals to the AER designed to repay the AER amounts claimed by it, while giving the Lexin the ability to generate cash flow necessary to meet its current liabilities. However, the AER has rejected

such proposals. The AER's garnishment and other measures currently make it virtually impossible for the Parties to carry out any initiative to sell assets or otherwise in order to enhance their liquidity.

Remedy Sought:

91. The Defendant respectfully requests that the Plaintiff's claim be dismissed with costs of the action against the Plaintiff. Statement of Facts Relied On:

Counterclaim

92. Lexin, the plaintiff by counterclaim, repeats and relies upon the allegations set out in its statement of defence and incorporates the same herein.
93. At all material times, the AER owed a duty to Lexin to act in good faith in its dealings with Lexin.
94. In breach of this duty and in bad faith and *ultra vires* its authority, the AER has engaged in a series of events, including the transfer of the licence for the Plant to Lexin, the issuance of a number of orders and directions against Lexin, the refusal to agree to or even to negotiate with Lexin in relation to a reasonable process that would allow Lexin to maintain the cash flow necessary to continue its operations all the while paying the amounts claimed by the AER over time, and issuing s. 106 declarations against Lexin's directors and officers so that they could not properly operate the company in Alberta.
95. The AER knew or ought to have known that its actions would destroy Lexin and this action is a continuation of the improper and malicious steps taken by the AER to destroy Lexin.
96. The value of Lexin's assets and properties subject to the Receivership exceeds by far the amount of the AER's claim against Lexin.

97. The AER's actions in seeking to appoint a Receiver over all of Lexin's current and future assets, undertakings and properties is improper and undertaken in bad faith, and constitutes a willful trespass and conversion of Lexin's assets.
98. As a result the AER's actions, Lexin has suffered damages to its business. In particular, it has been unable to execute its business plans, to properly operate its business, or to complete transactions in order to enhance its liquidity. The acts of the defendants have materially and negatively impacted and threatened Lexin's ability to operate as a going concern. Lexin business has been destroyed by the AER. It has suffered damages in the amount of \$100,000,000.00 for which the defendants are responsible.
99. The actions of the AER were malicious, high handed, and made with the intent of interfering with the business of Lexin, which conduct amounts to an unlawful interference in Lexin's economic interests. The AER's action constitute a wanton disregard for Lexin's rights, made all the more heinous by the fact that the AER is a regulatory body whose purpose is, inter alia, to protect and promote the interests of operators such as Lexin. As a result, Lexin is entitled to punitive and exemplary damages against Lexin.

WHEREFORE THE PLAINTIFF BY COUNTERCLAIM, Lexin, claims as follows:

100. Judgment in the amount \$100,000,000.00 for [];
101. Punitive and exemplary damages in the amount of \$1,000,000.00 or such other amount as this Honourable Court deems fair and just;
102. Costs of this Action and Counterclaim as between solicitor and client on a full indemnity basis, or as this Honourable Court deems fair and just; and
103. Such further and other relief as this Honourable Court may deem just.

NOTICE TO THE DEFENDANT(S) BY COUNTERCLAIM

You only have a short time to do something to respond to this counterclaim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice to counterclaim in the office of the clerk of the Court of Queen's Bench at , Alberta, AND serving your statement of defence or a demand for notice to counterclaim on the plaintiff(s) by counterclaim's address for service.

1.

WARNING

If you do not file and serve a statement of defence or a demand for notice to counterclaim within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, are late in doing either of these things, a court may give a judgment to the plaintiff(s) counterclaim against you after notice of the application has been served on you.

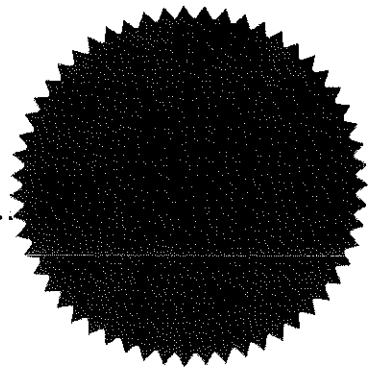
This is Exhibit "W" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2, 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

2016324871042



COURT FILE NUMBER	1701-03460
COURT	COURT OF QUEEN'S BENCH ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF/DEFENDANT BY COUNTERCLAIM	ALBERTA ENERGY REGULATOR
DEFENDANT/PLAINTIFF BY COUNTERCLAIM	LEXIN RESOURCES LTD.
DOCUMENT	FRESH AS AMENDED STATEMENT OF DEFENCE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	GROIA & COMPANY Professional Corporation - Lawyers 365 Bay Street, Suite 1100 Toronto, Ontario M5H 2V1 Fax: 416-203-9231 Joseph Groia, LSUC #20612J Tel: 416-203-4472 Bonnie Roberts Jones, LSUC # 41256L Tel: 416-203-4476

Statement of Facts Relied On:

1. The Defendant, Lexin Resources Ltd. ("Lexin" or the "Defendant") admits the allegations contained in paragraphs 1-2, 6-8, 11, 15-17, 30, 36 of the Amended Statement of Claim.
2. The Defendant has no knowledge or insufficient knowledge with respect to the allegations contained in paragraphs 14 and 20-21 of the Amended Statement of Claim.
3. Unless specifically admitted, the Defendant denies all other allegations contained in the Amended Statement of Claim.

4. As is set out in more detail below, the commencement of this action is just the last in a series of steps taken by the Alberta Energy Regulator (“AER”) that are malicious, *ultra vires* its authority, in bad faith and designed to destroy Lexin.
5. Lexin states that it does not owe the AER \$1,076,251.18 as alleged in the Amended Statement of Claim, or any other amounts by the AER.
6. Lexin disputes the AER’s entitlement to the appointment of a receiver over all of its current and future assets, undertakings and properties, or at all.

Any Matters that Defeat the Claim of the Plaintiff:

History of the AER and the Regulation of the Oil Gas Industry in Alberta

7. The province of Alberta has been regulating the oil and gas industry for at least 75 years. The first regulatory body, called the Petroleum and Natural Gas Conservation Board, was created in 1938 and it has existed under several names since, including the Alberta Oil and Gas Conservation Board, the Alberta Energy and Utilities Board, and most recently, the Alberta Energy Resources Conservation Board.
8. In December 2012, the *Responsible Energy Development Act* (the “REDA”) was passed by the Alberta Legislature. The REDA established the Alberta Energy Regulator (the “AER”) and on June 17, 2013, all regulatory functions previously carried out by the Energy Resources Conservation Board were taken over by the AER, an entirely new organization with new regulatory functions and authority over energy-related applications and developments.
9. The AER is responsible for all energy projects in the province, from application to reclamation, with the authority to administer, among other enactments, the *Oil and Gas Conservation Act* (the “OGCA”), the *Pipeline Act*, the *Public Lands Act*, the *Environmental Protection and Enhancement Act*, the *Mines and Minerals Act* and the *Water Act*. The AER is now the single regulator for energy development in Alberta; it enforces environmental laws and issues environmental, oil and gas, pipelines and other permits for energy developments.

10. The mandate of the AER is to provide for the safe, efficient, orderly, and environmentally responsible development of energy resources in the province of Alberta. The Alberta government created the AER in response to concerns from stakeholders – in particular, oil and gas companies – who were experiencing inconsistent compliance response and uncertainty under the old regime. The AER was to effect change in terms of providing a more efficient, consistent and certain regulatory regime so as to ensure that stakeholders are given the best possible chance of success within this regime.
11. The AER regulates approximately 181,000 active wells, more than 50,000 oil and gas facilities, and 415,000 km (258,000 mi) of pipelines.
12. No one in Alberta can construct or operate a facility or drill a well without a license from the AER. A license can only be granted by the AER to a person or a company (a “Licensee”) who complies with certain requirements under the OGCA and its regulations.
13. The AER is funded by the Alberta energy industry and it is authorized to collect funds through an administrative fee levied on oil and gas wells, oil sand mines, and coal mines. The AER’s existence, therefore, depends upon the collection of these fees, as well as the fines it imposes upon Licensees for non-compliance.
14. In addition, an Orphan Fund Levy is assessed and collected by the AER from oil and gas industry participants in Alberta, who fund the majority of the costs incurred by the Orphan Well Association (the “OWA”). The OWA manages the abandonment of Alberta upstream oil and gas orphan wells, pipelines, facilities and the reclamation of their associated orphan sites. An “orphan” is a well, pipeline, facility or associated site which has no legally responsible or financially able party to deal with its abandonment and reclamation.
15. A Licensee’s annual Orphan Fund Levy is based upon its proportionate share of sector liability as determined by the Licensee Liability Rating (the “LLR”), which reflects a ratio of the Licensee’s deemed assets and liabilities.

Corporate Structure of the Defendant and other Related Parties.

16. 0989 Resources Partnership ("0989 Resource") is a partnership formed and registered under the laws of British Columbia.
17. Lexin is a partner of 0989 Resource. It is a company incorporated under the British Columbia *Business Corporations Act*. Lexin is extra-provincially registered in the Province of Alberta and is a Licensee under the OGCA and the *Pipeline Act* in relation to certain wells and pipelines and related infrastructure. 0989 Resource beneficially owns and Lexin is the licensed operator of natural gas and oil wells and related facilities in western Canada.
18. 0989 Resource is a limited partner of LR Processing Partnership ("LR Processing"), which is a limited partnership registered in Alberta. The general partner of LR Processing is LR Processing Ltd. ("LRP Ltd."), a company incorporated in Alberta.
19. On November 25, 2016, LR Processing and its general partner, LRP Ltd., were adjudged bankrupt. They have appealed the bankruptcy.

BACKGROUND AND SUMMARY OF CURRENT FINANCIAL DIFFICULTIES

The Mazeppa Gas Processing Plant – Ownership and Operating Structure

20. LR Processing wholly owns and operates the Mazeppa Gas Processing Plant (the "Plant"), a natural gas processing plant located in High River, Alberta. LRP Ltd. owns the lands on which the Plant is located.
21. From June 2003 until January 2014, LRP Ltd., was the Licensee of the Plant. In January 2014, LRP Ltd.'s license was improperly transferred to Lexin by the AER, as is particularized below.

History of the Mazeppa Gas Processing Plant

22. There are over 6,000 sour gas wells and 18,000 kilometres of operating sour gas pipelines in Alberta. Sour gas is a natural, colourless and flammable gas containing

more than 1% hydrogen sulphide. It is processed at approximately 250 plants in Alberta, including more than 50 larger facilities that produce elemental sulphur. The Plant is one of these facilities.

23. The Plant was opened in 1986 and is located in the High River area. It processes both sweet and sour gas.
24. In June 2016, the pipelines at the Plant became temporarily shut in due to a mechanical issue at the Plant. Following an inspection of the Plant by the AER on June 14, 2016, the AER made an order prohibiting the lines from reopening.
25. As a result, the majority of the Plant's 24 employees had to be furloughed at the end of June 2016. The Plant remains shut in.

Improper Transfer of the License for the Plant to Lexin

26. For a number of years, Lexin has been a Licensee under the OGCA in relation to certain wells and pipelines. However, until it was made the Licensee of the Plant in January 2014, Lexin was not involved in and did not hold any license in relation to the Plant.
27. At some point in or before December 2013, certain representatives of the AER approached LRP Ltd. and Lexin and demanded that they submit a license transfer application by which LRP Ltd. would transfer its license for the operation of the Plant to Lexin. The AER threatened to revoke the Plant's license completely if Lexin did not consent to the transfer of the license to Lexin. The AER advised that it was its policy not to allow multiple licensees in the same corporate group when other entities held licenses under the OGCA. The AER took the position that the dual licensing structure which was in place was no longer appropriate purportedly on the basis that there was common management and directors between LRP Ltd. and Lexin.
28. This occurred despite the fact that since Lexin was not a working interest participant in the Plant, it was not legally entitled to hold a licence in relation to the Plant pursuant to the OGCA. Section 17(1) of the OGCA requires a Licensee for a facility in Alberta to be a "working interest participant" in relation to that facility. A "working interest

participant” is defined as “a person who owns a beneficial or legal undivided interest in a well or facility under agreements that pertain to the ownership of the well or facility”.

29. Lexin reluctantly, under protest and under the fear of threat from the AER, was coerced by the AER into submitting an application for a license transfer. The license transfer process was undertaken by the AER arbitrarily and without proper consultation with Lexin.
30. At the time the license transfer was forced upon Lexin by the AER, LRP Ltd. was the legal owner of the lands on which the Plant is located and LR Processing owned the Plant. At all relevant times and, in particular, at the time of the Lexin license transfer in January 2014, Lexin did not own any beneficial or legal interest in the Plant. Lexin was not at any relevant time a “working interest participant” in the Plant. As a result, the purported transfer of the license to Lexin was illegal and void and therefore is of no force or effect.
31. The AER’s improper and bad-faith conduct against Lexin has continued throughout 2016 and 2017. For example, in a meeting between Lexin and the AER in August 2016, AER staff took the extraordinary position that even if Lexin became fully compliant with all licensing requirements, it could not operate the Plant as it was not an owner or a “working interest participant” in the Plant. This assertion was made by the AER while it simultaneously continued to assert that Lexin was the proper Licensee.
32. Lexin has disputed its status as Licensee in relation to the Plant and the amount of its liability to the AER (the Dispute”). Lexin has repeatedly advised the AER that the Liability Management Rating (“LMR”) attributed to Lexin is incorrect and improper as it is based on the flawed treatment of Lexin as the licensee of the Plant. Lexin has informed the AER that the resulting incorrect LMR calculation was damaging the company’s business and “severely crippling” its ability to operate its business and execute its business plans. The Dispute has materially adversely affected Lexin’s operations, liquidity and access to capital.

33. As a result of the AER's garnishment orders and other actions stemming from the improper treatment of Lexin as the Licensee of the Plant, Lexin has had cash flow difficulties and has been unable to pay its creditors and comply with the AER notices, directions and orders. The AER's deeming of Lexin as the licensee has also resulted in significant additional fees being charged by the AER in relation to its administrative and orphan well fund levies.
34. In connection with the Dispute, the AER has issued a number of notices and orders against Lexin and its directors and officers, including, but not limited to:
- a) Notices of Garnishment in respect of Lexin's purported debt to the AER;
 - b) Closure Order suspending activities at all of Lexin's operational well, facility and pipeline licenses;
 - c) Environmental Protection orders pursuant to the *Environmental Protection and Enhancement Act*; and,
 - d) Declarations pursuant to section 106 of the OGCA naming Michael Smith, Robert Jennings and Jasmina Cezek as "persons directly or indirectly in control of a "licensee" that has failed to comply" with certain AER Orders (the "Declarations").
35. Lexin has attempted to engage in a constructive dialogue with the AER on a number of occasions, including:
- a) On July 12, 2016, Lexin raised, among other things, the fact that the AER's calculation of Lexin's LMR was incorrect and that Lexin was not a "working interest participant" in the Plant, within the meaning of the OGCA, and was therefore not the proper Licensee of the Plant.
 - b) On August, 2, 2016, Lexin wrote to the AER and advised, among other things, that the Plant is owned by LR Processing, that LRP Ltd. holds title to the assets comprising the Plant on behalf LR Processing and has held title to the Plant continuously since 2003. Lexin asked the AER to recognize LRP Ltd. as the

lawful Licensee of the Plant under the OGCA and to correct the LMR rating to remove the \$26.8 million of liabilities incorrectly attributed to Lexin in connection with the Plant.

- c) On September 22, 2016, while maintaining its position that it was not the proper Licensee, Lexin submitted to the AER a reasonable proposal for a payment plan in relation to the Orphan Well Levy and administrative fees that the AER claimed were owing.
 - d) On December 2, 2016, Lexin made a proposal to try and resolve the Dispute. The proposal contained 3 main components:
 - a. the AER issue abandonment orders with respect to Lexin's sour gas wells;
 - b. the AER release the garnishment orders issued with distribution of funds received from counterparties being split 70% to the AER on account of Lexin's purported liabilities and 30% to Lexin; and,
 - c. Lexin be permitted to restart production on shut-in wells and distribute funds from such restarted production on the basis of 70% to the AER on account of Lexin's purported liabilities and 30% to Lexin.
 - e) On January 31, 2017, Lexin delivered a letter to the AER following up on the proposal set out in its December 2, 2016 letter. Lexin advised in this letter that because of the Dispute and the AER's actions, it was "not sure that [it] will be able to continue to provide proper health and safety overview and measures for the sour wells, particularly beyond February 15, 2017." Lexin expressed its concern that the situation created serious health and safety risks for all concerned.
36. On February 6, 2017, the AER responded to Lexin and rejected the proposals set out in the December 2, 2016 and January 31, 2017 letters. Instead, the AER, in breach of its statutory duties, has continued a course of conduct designed to destroy Lexin's ability to operate its business. This course of conduct includes, but is not limited to the issuance

of a Closure order issued February 14, 2017 suspending all of Lexin's operations and licenses, and has culminated in the AER's decision to commence the within proceeding.

37. The AER has acted *ultra vires* its authority under the OGCA, and in an arbitrary and high-handed manner. The AER's improper actions have impeded Lexin's ability to operate as a going concern.

Remedy Sought:

38. Lexin respectfully requests that the AER's claim be dismissed with solicitor and client costs of the action against the AER.

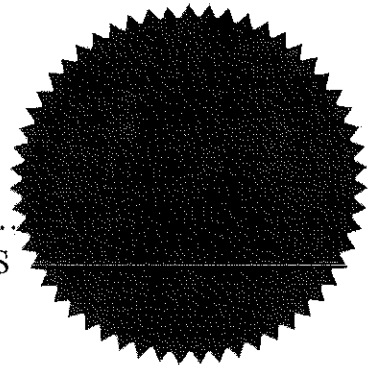
This is Exhibit "X" referred to in the
affidavit of Michael Smith
sworn before me, this
day of May 2 2017

Leung Yu Kew

LEUNG YU KEW
Notary Public
7th Floor, Ruttonjee House
11 Duddell Street
Central, Hong Kong SAR

A COMMISSIONER FOR TAKING AFFIDAVITS

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COURT FILE NUMBER	1701-03460
COURT	COURT OF QUEEN'S BENCH ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF/DEFENDANT BY COUNTERCLAIM	ALBERTA ENERGY REGULATOR
DEFENDANT/PLAINTIFF BY COUNTERCLAIM	LEXIN RESOURCES LTD.
DOCUMENT	COUNTERCLAIM
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	GROIA & COMPANY Professional Corporation - Lawyers 365 Bay Street, Suite 1100 Toronto, Ontario M5H 2V1 Fax: 416-203-9231 Joseph Groia, LSUC # 20612J Tel: 416-203-4472 Bonnie Roberts Jones, LSUC # 41256L Tel: 416-203-4476

Statement of Facts Relied On:

1. Lexin Resources Ltd. ("Lexin"), the plaintiff by counterclaim, repeats and relies upon the facts pleaded in its Statement of Defence in the main action.
2. The Alberta Energy Regulator ("AER") and Lexin are engaged in a long-standing dispute with respect to, among other things, the proper licensee for the Mazeppa Sour Gas Plant (the "Plant") and the appropriate amount of Lexin's liability to the AER (the "Dispute"). In connection with the Dispute, the AER has issued a number of notices and orders against Lexin, including, but not limited to Notices of Garnishment in respect of Lexin's purported debt to the AER and a closure order suspending activities at all of Lexin's operational well, facility and pipeline licenses.

3. The AER has embarked on a course of action which has materially adversely affected Lexin's operations, liquidity and access to capital, including:
- a. Forcing Lexin to become the licensee of the Plant despite the fact that Lexin is not a "working interest participant", contrary to the requirements of the *Oil and Gas Conservation Act* ("OGCA");
 - b. Refusing to remove Lexin as the licensee of the Plant despite repeated requests by Lexin to do so, and despite the AER's knowledge that Lexin is not a "working interest participant" in the Plant as required by the OGCA;
 - c. Failing to properly calculate Lexin's Liability Management Rating ("LMR") and the related security deposit claimed owing by the AER from Lexin, contrary to AER Directive 006;
 - d. Issuing Declarations pursuant to section 106 of the OGCA against Michael Smith, Jasmina Cezek and Robert Jennings, individuals related to Lexin, despite the AER's knowledge that Lexin is not the proper licensee;
 - e. Garnishing Lexin's assets when the AER knew or ought to have known that Lexin was not the proper licensee and that such a garnishing process would make it difficult, if not impossible, for Lexin to carry on business;
 - f. Seeking the appointment of a receiver over *all* of Lexin's current and future assets despite alleging a debt of only \$1,076,251.18 owing by Lexin, which debt is denied;
 - g. Demonstrating a complete unwillingness to issue "dual licenses" to Lexin and LR Processing Ltd. and forcing Lexin to hold the sole license for the Plant in circumstances where other similarly situated companies were treated differently;
 - h. Refusing, despite repeated requests, to cooperate with Lexin in managing Lexin's alleged debts to the AER in a manner that would allow Lexin to operate as a going concern; and,

- i. In general, exercising its authority in an unfair, high-handed and arbitrary manner in its dealings with Lexin.
4. The AER has acted unlawfully and with an intent to cause harm to Lexin. As a result of the AER's actions, Lexin has suffered damages to its business. In particular, it has been unable to execute its business plans, to properly operate its business, or to complete transactions in order to enhance its liquidity. The acts of the defendants have materially and negatively impacted and threatened Lexin's ability to operate as a going concern.
5. The AER's actions have been undertaken in bad faith, in breach of the AER's statutory duties, and constitute an unlawful interference with Lexin's economic relations.
6. Lexin requests that this counterclaim be tried together with the main action.

Remedy Sought

7. Lexin claims against the AER:
 - a. Damages in the amount of \$200,000,000, or such other amount to be determined prior to trial;
 - b. Punitive and exemplary damages in the amount of \$1,000,000 or such other amount as this Honourable Court deems fair and just;
 - c. Costs of this action and counterclaim as between solicitor and client on a full indemnity basis; and,
 - d. Such further and other relief as this Honourable Court may deem just.

NOTICE TO THE DEFENDANT(S) BY COUNTERCLAIM

You only have a short time to do something to respond to this counterclaim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice to counterclaim in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice to counterclaim on the plaintiff(s) by counterclaim's address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice to counterclaim within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) by counterclaim against you after notice of the application has been served on you.