

FORM 27
[RULES 6.3 AND 10.52(1)]

CLERK'S STAMP

COURT FILE NUMBER 2001-06930
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT ORPHAN WELL ASSOCIATION
RESPONDENT POINT LOMA RESOURCES LTD.
DOCUMENT **APPLICATION BY RECEIVER FOR
APPROVAL OF SALE AND VESTING
ORDERS**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Keely Cameron
Telephone No.: 403-298-3324
Fax No.: 403-265-7219
Client File No.: 68775-3

NOTICE TO RESPONDENT(S):

This application is made against you. You are a respondent.
You have the right to state your side of this matter before the master/judge.

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

Date: April 26, 2021
Time: 02:00 PM
Where: Calgary Courts Centre, 601-5th Street SW, (via Webex)
Before Whom: The Honourable Justice R. A. Neufeld

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

Remedy claimed or sought:

1. BDO Canada Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of Point Loma Resources Inc. ("**Point Loma**") seeks the following Orders:
 - (a) Declaring service of this Application good and sufficient, and abridging the time for notice of this Application to the time actually given, if necessary;
 - (b) Approving and authorizing the sale of Point Loma's interest in undeveloped lands and seismic free and clear of any encumbrances (other than permitted encumbrances) to Davilin ("**Davilin**", the "**Davilin Assets**"), pursuant to the order substantially in the form attached as Schedule "A";
 - (c) Approving and authorizing the sale of Point Loma's interest in certain petroleum and natural gas rights, miscellaneous interests, and tangibles free and clear of any encumbrances (other than permitted encumbrances) to Certus Oil and Gas Inc. ("**Certus**", the "**Certus Assets**"), pursuant to the order substantially in the form attached as Schedule "B";
 - (d) Approving and authorizing the sale of Point Loma's interest in certain petroleum and natural gas rights, miscellaneous interests, and tangibles free and clear of any encumbrances (other than permitted encumbrances) to Silverleaf Resources Inc. ("**Silverleaf**", the "**Silverleaf Assets**"), pursuant to the order substantially in the form attached as Schedule "C";
 - (e) An order substantially in the form attached as Schedule "D";
 - (i) Approving the actions of the Receiver as set out in the Receiver's Second Report;
 - (ii) Sealing the Confidential Supplement to the Second Report of the Receiver;
 - (f) Such further and other relief as counsel may advise and this Honourable Court permits.

Grounds for making this application:

2. The grounds for making this application are set out in the Receiver's First Report. These grounds include but are not limited to the following.

Background

3. Point Loma is an oil and gas exploration and production company with its head office in Calgary. At the time of Receivership, it held Alberta Energy Regulator ("AER") licenses for 300 well licenses, 56 facility licenses, and 182 pipeline (segment) licenses.
4. Following the resignation of the directors of Point Loma and upon the application of the Orphan Well Association ("OWA"), the Receiver was appointed on June 8, 2020 as receiver of Point Loma pursuant to the Receivership Order.
5. The AER and OWA are Point Loma's primary stakeholders as a result of Point Loma's abandonment and reclamation obligations.

Approval of the Sales

6. The Receiver engaged Sayer Energy Advisor ("Sayer") as its selling agent to run a sales process in respect of Point Loma's oil and gas assets located in Alberta.
7. On October 23, 2020, the public marketing of Point Loma's property commenced with an information brochure prepared by Sayer being sent to approximately 2,100 parties and the placement of advertisements with the *BOE Report*, *Daily Oil Bulletin*, *A&D Watch*, and *Energy Advisors Group*. An advertisement was also placed in Sayer's *Canadian Oil Industry Asset Sale Listing*.
8. 61 confidentiality agreements were ultimately entered into and a total of 43 offers from 30 companies were received prior to the bid deadline on November 26, 2020.
9. On February 23, 2021, the Receiver sought and obtained court approval with respect to three purchase and sale agreements for the select oil and gas assets which resulted in those purchasers assuming responsibility for approximately \$5.4 million of the \$24 million of deemed environmental liabilities as calculated by the AER.

10. At this time, the Receiver has entered into an additional three separate Asset Purchase and Sale Agreements (the "**PSA**") with prospective purchasers (the "**Purchasers**"), each of which is subject to the approval of this Honourable Court. The PSA's include:
 - (a) PSA with Davilin – certain undeveloped lands and seismic;
 - (b) PSA with Certus – certain interests in the Gilby area consisting of one operated well and three non-operated wells; and
 - (c) PSA with Silverleaf. – certain interests located principally in the Pine Creek and Gilby areas consisting of 15 operated wells and associated facility and pipeline licenses.

(collectively the "**Transactions**")
11. In *Royal Bank v. Soundair Corp.*, the Ontario Court of Appeal articulated the principles governing sale approval applications by receiver which include:
 - (a) Whether there has been a sufficient effort made to get the best price, and the receiver has not acted improvidently;
 - (b) The interests of all the parties;
 - (c) The efficacy and integrity of the process by which offers are obtained; and
 - (d) Whether there has been unfairness in the working out of the process.
12. The Receiver believes that the Soundair principles have been satisfied and supports the Transactions for the following reasons:
 - (a) The sales process was conducted by a third party sales advisor and the Point Loma assets were marketed widely;
 - (b) The Transactions represent fair value;
 - (c) The Transactions represent the lowest closing risk;

- (d) It is not expected that any further or additional sales process would result in greater proceeds especially when considering the additional delay and costs;
 - (e) The Receiver believes that the Transactions were negotiated in good faith and are commercially reasonable in the circumstances; and
 - (f) The Receiver understands that the OWA, the primary stakeholder in the outcome of the sales process, is supportive of the consummation of the proposed Transactions.
13. In the circumstances, the Receiver believes that a further sales process is not warranted and that the Transactions should be approved.

Sealing Order

14. The Confidential Supplement contains confidential and commercially sensitive information that could adversely affect Point Loma and its stakeholders in the event that the proposed Transactions do not close. The sealing order sought is in accordance with the *Sierra Club of Canada* test and represents the least restrictive means possible to prevent disclosure of the confidential and commercially sensitive information contained in the Confidential Supplement.

Approval of the Actions of the Receiver

15. In the Second Report, the Receiver has set out in detail a description of the activities undertaken by the Receiver since the date of its appointment. The Receiver seeks approval on the basis that the Receiver's activities were appropriate and in accordance with the Receiver's mandate.
16. Such further and other grounds as counsel may advise and this Honourable Court permits.

Material or evidence to be relied on:

17. Second Report of the Receiver, dated April 19, 2021.
18. Confidential Supplement to the Second Report of the Receiver, dated, April 19, 2021.

19. The pleadings previously filed in these proceedings.

Applicable rules:

20. *Alberta Rules of Court*, AR 124/2010.

21. *Bankruptcy and Insolvency General Rules*.

22. Such further and other rules as counsel may advise and this Honourable Court permits.

Applicable Acts and regulations:

23. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended.

24. Such further and other acts and regulations as counsel may advise and this Honourable Court permit.

Any irregularity complained of or objection relied on:

25. None.

How the application is proposed to be heard or considered:

26. By a remote hearing, via Webex.

WARNING

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

SCHEDULE "A"

CLERK'S STAMP

COURT FILE NUMBER 2001-06930

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT ORPHAN WELL ASSOCIATION

RESPONDENT POINT LOMA RESOURCES LTD.

DOCUMENT **APPROVAL AND VESTING ORDER**
(Sale by Receiver of certain assets to Davilin Energy Corp.)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **BENNETT JONES LLP**
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Keely Cameron
Telephone No.: 403-298-3324
Fax No.: 403-265-7219
Client File No.: 068775.0003

DATE ON WHICH ORDER WAS PRONOUNCED: April 26, 2021

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice R. A. Neufeld

LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION of BDO Canada Limited, solely in its capacity as Court-appointed receiver and manager ("**Receiver**") of the current and future assets, undertakings and properties of the Respondent (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver and Davilin Energy Corp. (the "**Purchaser**") dated April 16, 2021 (the "**Sale Agreement**") and appended to the Confidential Supplement dated April 19, 2021 (the "**Confidential Supplement**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement as the Assets (the "**Purchased Assets**") but excluding all of the Debtor's other assets and interests;

AND UPON HAVING READ the Receivership Order dated June 8, 2020 (the "**Receivership Order**"), the Second Report of the Receiver dated April 19, 2021 and the Confidential Supplement; **AND UPON** hearing counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that all interested and affected parties have been served with notice of this Application; **AND UPON** having read the pleadings, proceedings, orders and other materials filed in this action;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets listed at **Schedule "B"** hereto which for greater certainty does not include tangibles, associated liabilities, and wells licensed as AER Licences #0167902, 0041791, 0083156, 0469429, 0105548, 0225143, 0072898, 0094754, 0275783, 0319036, 0070121, 0224890, 0192468, 0204668, 0084809, and 0119474, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected,

registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

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

For greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel existing Certificates of Title for those lands and premises municipally or legally described as "Land Title Lands" in Schedule B (the "**Lands**");
 - (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee);

- (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and
 - (iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
 - (b) Alberta Energy ("**Energy Ministry**") shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act (Canada)* and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and
 - (ii) transfer all Crown leases conveyed under the Sale Agreement standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances; and
 - (c) the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register

transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims excluding Permitted Encumbrances.

6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims excluding Permitted Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order or as against any Receiver's Charge outstanding pursuant to the Receivership Order.
9. Except as expressly provided for in the Sale Agreement or by section 5 of the *Alberta Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any

kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

14. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; and
 - (d) the provisions of any federal or provincial statute:

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

other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the 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.
17. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website, and service on any other person is hereby dispensed with.

18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's
Bench of Alberta

Schedule "A"

FORM OF RECEIVER'S CERTIFICATE

CLERK'S STAMP

COURT FILE NUMBER 2001-06930

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT ORPHAN WELL ASSOCIATION

RESPONDENT POINT LOMA RESOURCES LTD.

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Keely Cameron
Telephone No.: 403-298-3324
Fax No.: 403-265-7219
Client File No.: 068775.0003

RECITALS

- A. Pursuant to an Order of the Honourable Mr. Justice P. R. Jeffrey of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), dated June 8, 2020, BDO Canada Limited was appointed as the Receiver (the "**Receiver**") of the undertaking, property and assets of Point Loma Resources Ltd. ("**Point Loma**").
- B. Pursuant to an Order of the Court dated April 26, 2021 (the "**Vesting Order**"), the Court approved the Transaction (as defined in the Vesting Order) between the Receiver and Davilin Energy Corp. (the "**Purchaser**") dated as of April 16, 2021 (the "**Sale Agreement**"), and provided for the vesting in the Purchaser of Point Loma's right, title and interest in and to the Purchased Assets (as defined in the Vesting Order), which vesting is to be effective with respect to the

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

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price (as defined in the Sale Agreement) for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver to the Purchaser at [TIME] on [DATE].

BDO CANADA LIMITED in its capacity as Receiver of the undertaking, property and assets of Point Loma, and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B"

List of Purchased Assets

The Vendor's Interest in seismic data which is generally described as 3D West Cove seismic pertaining to Twp. 55-56 Rge 6-7 W5M

The Vendor's Interest in the undeveloped lands listed in the appended mineral property reports excluding the Excluded Assets. The Purchased Assets do not include any wells facilities, pipelines or associated environmental liabilities.

Mineral Lease Property Report

General	Dates	Rental Info	Summary Acreages (Gross/Net)			
M00363	Lease: SEP-14-2017	Gross \$: \$3,584.00	Total: H1,024.0000000 / 1,024.0000000	Expose: H1,024.0000000 / 1,024.0000000		
Status: ACTIVE	Effective: SEP-14-2017	Net \$: \$3,584.00	A2,560.0000000 / 2,560.0000000		A2,560.0000000 / 2,560.0000000	
Lse: PNG LIC	Expiry: SEP-13-2021	Date: SEP-13-2018	Dev: H 0.0000000 / 0.0000000	Prod: H 0.0000000 / 0.0000000		
Area: AB PADDLE RIVE	Acq'd: SEP-13-2017	Freq: Annual	A 0.0000000 / 0.0000000		A 0.0000000 / 0.0000000	
Fh/Cr: CR 5417090087	Termin	Paid By: PLX	UnDev: H1,024.0000000 / 1,024.0000000	NonProd: H1,024.0000000 / 1,024.0000000		
Min.Int: 100.0000000			A2,560.0000000 / 2,560.0000000		A2,560.0000000 / 2,560.0000000	

Zone:

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2017-09-13				PLX		100.0000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
 TWP 55-RGE 6-W5M 29,30,31,32
 PNG from BASE NORDEGG to BASE BASEMENT
 PNG from SURFACE to BASE MANNVILLE

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
 GOR [C00778 : 425] 100.0000000
 2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY

Payors

100.0000000 ALL WI
 Non-Convertible, Not TIK

Payors

100.0000000 PLX

Interests

(Active WI & Rental) WI [C00123 : 163]
 100.0000000 POINT LOMA RESOURCES LTD. [PLX]
 100.0000000 Total

Acreage (Gross/Net)

Total: H1,024.0000000 / 1,024.0000000	Expose: H1,024.0000000 / 1,024.0000000	
A2,560.0000000 / 2,560.0000000		A2,560.0000000 / 2,560.0000000
Dev: H 0.0000000 / 0.0000000	Prod: H 0.0000000 / 0.0000000	
A 0.0000000 / 0.0000000		A 0.0000000 / 0.0000000
UnDev: H1,024.0000000 / 1,024.0000000	NonProd: H1,024.0000000 / 1,024.0000000	
A2,560.0000000 / 2,560.0000000		A2,560.0000000 / 2,560.0000000

Lessor	Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY ALBERTA ENERGY	100.0000000	3,584.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

General	Dates	Rental Info	Summary Acreages (Gross/Net)			
M00664	Lease: JUL-12-2018	Gross \$: \$1,792.00	Total: H 512.0000000 / 512.0000000	Expose: H 512.0000000 / 512.0000000		
Status: ACTIVE	Effective: JUL-12-2018	Net \$: \$1,792.00	A1,280.0000000 / 1,280.0000000		A1,280.0000000 / 1,280.0000000	
Lse: PNG LIC	Expiry: JUL-11-2022	Date: JUL-11-2019	Dev: H 0.0000000 / 0.0000000	Prod: H 0.0000000 / 0.0000000		
Area: AB PADDLE RIVE	Acq'd: AUG-20-2018	Freq: Annual	A 0.0000000 / 0.0000000		A 0.0000000 / 0.0000000	
Fh/Cr: CR 5418070086	Termin	Paid By: PLX	UnDev: H 512.0000000 / 512.0000000	NonProd: H 512.0000000 / 512.0000000		
Min.Int: 100.0000000			A1,280.0000000 / 1,280.0000000		A1,280.0000000 / 1,280.0000000	
Zone:						

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2018-07-12				PLX		100.000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 55-RGE 7-W5M 35,36
PNG from BASE BANFF to BASEMENT

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK
Crown Sliding-Scale,		

Receivers

100.0000000 ALBERTA ENERGY

Payors

100.0000000 ALL WI

Interests

(Active WI & Rental) WI [C00123 : 177]
100.0000000 POINT LOMA RESOURCES LTD. [PLX]
100.0000000 Total

Acreage (Gross/Net)

Total:	H	512.0000000	/	512.0000000	Expose:	H	512.0000000	/	512.0000000	
		A1,280.0000000	/	1,280.0000000			A1,280.0000000	/	1,280.0000000	
Dev:	H	0.0000000	/	0.0000000	Prod:	H	0.0000000	/	0.0000000	
		A	0.0000000	/	0.0000000		A	0.0000000	/	0.0000000
UnDev:	H	512.0000000	/	512.0000000	NonProd:	H	512.0000000	/	512.0000000	
		A1,280.0000000	/	1,280.0000000			A1,280.0000000	/	1,280.0000000	

Lessor	Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY ALBERTA ENERGY	100.0000000	1,792.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

General	Dates	Rental Info	Summary Acreages (Gross/Net)
M00364	Lease: SEP-14-2017	Gross \$: \$3,584.00	Total: H1,024.0000000 / 1,024.0000000 Expose: H1,024.0000000 / 1,024.0000000
Status: ACTIVE	Effective: SEP-14-2017	Net \$: \$3,584.00	A2,560.0000000 / 2,560.0000000 A2,560.0000000 / 2,560.0000000
Lse: PNG LIC	Expiry: SEP-13-2021	Date: SEP-13-2018	Dev: H 0.0000000 / 0.0000000 Prod: H 0.0000000 / 0.0000000
Area: AB PADDLE RIVE	Acq'd: SEP-13-2017	Freq: Annual	A 0.0000000 / 0.0000000 A 0.0000000 / 0.0000000
Fh/Cr: CR 5417090088	Termin	Paid By: PLX	UnDev: H1,024.0000000 / 1,024.0000000 NonProd: H1,024.0000000 / 1,024.0000000
Min.Int: 100.0000000			A2,560.0000000 / 2,560.0000000 A2,560.0000000 / 2,560.0000000
Zone:			

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2017-09-13				PLX		100.000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 56-RGE 6-W5M 7
TWP 56-RGE 7-W5M 2,11,12
PNG from SURFACE to BASE BASEMENT

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK
Crown Sliding-Scale,		

Receivers

100.0000000 ALBERTA ENERGY
GOR [C00778 : 426] 100.0000000
2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY

Payors

100.0000000 ALL WI
Non-Convertible, Not TIK

Payors

100.0000000 PLX

Interests

(Active WI & Rental) WI [C00123 : 164]
100.0000000 POINT LOMA RESOURCES LTD. [PLX]
100.0000000 Total

Acreage (Gross/Net)

Total: H1,024.0000000 / 1,024.0000000	Expose: H1,024.0000000 / 1,024.0000000
A2,560.0000000 / 2,560.0000000	A2,560.0000000 / 2,560.0000000
Dev: H 0.0000000 / 0.0000000	Prod: H 0.0000000 / 0.0000000
A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000
UnDev: H1,024.0000000 / 1,024.0000000	NonProd: H1,024.0000000 / 1,024.0000000
A2,560.0000000 / 2,560.0000000	A2,560.0000000 / 2,560.0000000

Lessor	Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY ALBERTA ENERGY	100.0000000	3,584.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

General	Dates	Rental Info	Summary Acreages (Gross/Net)
M01139	Lease: FEB-06-2014	Gross \$: \$896.00	Total: H 256.0000000 / 256.0000000 Expose: H 256.0000000 / 256.0000000
Status: ACTIVE	Effective: FEB-06-2014	Net \$: \$896.00	A 640.0000000 / 640.0000000 A 640.0000000 / 640.0000000
Lse: PNG LIC	Expiry: FEB-05-2018	Date: FEB-05-1999	Dev: H 0.0000000 / 0.0000000 Prod: H 0.0000000 / 0.0000000
Area: AB PADDLE RIVE	Acq'd: MAY-01-2016	Freq: Annual	A 0.0000000 / 0.0000000 A 0.0000000 / 0.0000000
Fh/Cr: CR 5414020096	Termin	Paid By: PLX	UnDev: H 256.0000000 / 256.0000000 NonProd: H 256.0000000 / 256.0000000
Min.Int: 100.0000000			A 640.0000000 / 640.0000000 A 640.0000000 / 640.0000000
Zone:			

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2016-05-01	VALIDATION	2023-02-05		PLX		100.000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 56-RGE 7-W5M 1
PNG from SURFACE to BASE NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
GOR [C00778 : 321] 100.0000000
2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY

Payors

100.0000000 ALL WI
Non-Convertible, Not TIK

Payors
80.0000000 PLX
20.0000000 SALT BUSH SILENT

Interests

(Active WI & Rental) WI [C00123 : 124]
100.0000000 POINT LOMA RESOURCES LTD. [PLX]
100.0000000 Total

Acreage (Gross/Net)

Total: H 256.0000000 / 256.0000000	Expose: H 256.0000000 / 256.0000000
A 640.0000000 / 640.0000000	A 640.0000000 / 640.0000000
Dev: H 0.0000000 / 0.0000000	Prod: H 0.0000000 / 0.0000000
A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000
UnDev: H 256.0000000 / 256.0000000	NonProd: H 256.0000000 / 256.0000000
A 640.0000000 / 640.0000000	A 640.0000000 / 640.0000000

Lessor	Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY ALBERTA ENERGY	100.0000000	896.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

Acreage Grand Totals

	Gross	Net		Gross	Net
Total: H	2,816.0000000 /	2,816.0000000	Expose: H	2,816.0000000 /	2,816.0000000
A	7,040.0000000 /	7,040.0000000	A	7,040.0000000 /	7,040.0000000
Dev: H	0.0000000 /	0.0000000	Prod: H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000
UnDev: H	2,816.0000000 /	2,816.0000000	NonProd: H	2,816.0000000 /	2,816.0000000
A	7,040.0000000 /	7,040.0000000	A	7,040.0000000 /	7,040.0000000

Mineral Lease Property Report

General	Dates	Rental Info	Summary Acreages (Gross/Net)			
M00366	Lease: SEP-28-2017	Gross \$: \$896.00	Total: H 256.0000000 / 256.0000000	Expose: H 256.0000000 / 256.0000000		
Status: ACTIVE	Effective: SEP-28-2017	Net \$: \$896.00	A 640.0000000 / 640.0000000	A 640.0000000 / 640.0000000		
Lse: PNG LIC	Expiry: SEP-27-2021	Date: SEP-28-2018	Dev: H 0.0000000 / 0.0000000	Prod: H 0.0000000 / 0.0000000		
Area: AB LEAMAN	Acq'd: SEP-28-2017	Freq: Annual	A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000		
Fh/Cr: CR 5417090210	Termin	Paid By: PLX	UnDev: H 256.0000000 / 256.0000000	NonProd: H 256.0000000 / 256.0000000		
Min.Int: 100.0000000			A 640.0000000 / 640.0000000	A 640.0000000 / 640.0000000		

Zone:

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2017-09-28				PLX		100.0000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
 TWP 53-RGE 9-W5M 22
 PNG from SURFACE to BASE BASEMENT

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
 GOR [C00778 : 428] 100.0000000
 2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY

Payors

100.0000000 ALL WI
 Non-Convertible, Not TIK

Payors

100.0000000 PLX

Interests

(Active WI & Rental) WI [C00123 : 165]
 100.0000000 POINT LOMA RESOURCES LTD. [PLX]
 100.0000000 Total

Acreage (Gross/Net)

Total:	H	256.0000000 /	256.0000000	Expose:	H	256.0000000 /	256.0000000
A	640.0000000 /	640.0000000		A	640.0000000 /	640.0000000	
Dev:	H	0.0000000 /	0.0000000	Prod:	H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000		A	0.0000000 /	0.0000000	
UnDev:	H	256.0000000 /	256.0000000	NonProd:	H	256.0000000 /	256.0000000
A	640.0000000 /	640.0000000		A	640.0000000 /	640.0000000	

Lessor	Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY ALBERTA ENERGY	100.0000000	896.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

General	Dates	Rental Info	Summary Acreages (Gross/Net)			
M00365	Lease: SEP-28-2017	Gross \$: \$448.00	Total: H 128.0000000 / 128.0000000	Expose: H 128.0000000 / 128.0000000		
Status: ACTIVE	Effective: SEP-28-2017	Net \$: \$448.00	A 320.0000000 / 320.0000000	A 320.0000000 / 320.0000000		
Lse: PNG LSE	Expiry: SEP-27-2022	Date: SEP-28-2018	Dev: H 0.0000000 / 0.0000000	Prod: H 0.0000000 / 0.0000000		
Area: AB LEAMAN	Acq'd: SEP-28-2017	Freq: Annual	A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000		
Fh/Cr: CR 0517090172	Termin	Paid By: PLX	UnDev: H 128.0000000 / 128.0000000	NonProd: H 128.0000000 / 128.0000000		
Min.Int: 100.0000000			A 320.0000000 / 320.0000000	A 320.0000000 / 320.0000000		
Zone:						

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2017-09-28				PLX		100.000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 53-RGE 9-W5M E26
PNG from SURFACE to BASE BASEMENT

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
GOR [C00778 : 427] 100.0000000
2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY

Payors

100.0000000 ALL WI
Non-Convertible, Not TIK

Payors

100.0000000 PLX

Interests

(Active WI & Rental) WI [C00123 : 165]
100.0000000 POINT LOMA RESOURCES LTD. [PLX]
100.0000000 Total

Acreage (Gross/Net)

Total:	H	128.0000000 /	128.0000000	Expose:	H	128.0000000 /	128.0000000
A	320.0000000 /	320.0000000		A	320.0000000 /	320.0000000	
Dev:	H	0.0000000 /	0.0000000	Prod:	H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000		A	0.0000000 /	0.0000000	
UnDev:	H	128.0000000 /	128.0000000	NonProd:	H	128.0000000 /	128.0000000
A	320.0000000 /	320.0000000		A	320.0000000 /	320.0000000	

Lessor	Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY ALBERTA ENERGY	100.0000000	448.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

General	Dates	Rental Info	Summary Acreages (Gross/Net)
M01060	Lease: NOV-02-1971	Gross \$: \$896.00	Total: H 256.0000000 / 247.0210000 Expose: H 256.0000000 / 247.0210000
Status: ACTIVE	Effective: NOV-02-1971	Net \$: \$864.57	A 640.0000000 / 617.5520000 A 640.0000000 / 617.5520000
Lse: PNG LSE	Expiry: NOV-01-1981	Date: NOV-02-1999	Dev: H 256.0000000 / 247.0210000 Prod: H 256.0000000 / 247.0210000
Area: AB LEAMAN	Acq'd: MAY-01-2016	Freq: Annual	A 640.0000000 / 617.5520000 A 640.0000000 / 617.5520000
Fh/Cr: CR 26266	Termin	Paid By: PLX	UnDev: H 0.0000000 / 0.0000000 NonProd: H 0.0000000 / 0.0000000
Min.Int: 100.0000000			A 0.0000000 / 0.0000000 A 0.0000000 / 0.0000000
Zone:			

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2016-05-01	15	2999-12-31		PLX		100.000000	WI	P	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 54-RGE 9-W5M 3
PNG from SURFACE to BASE MANNVILLE
EXCL. WELLBORE PROD
(EXCL 100/15-03-054-09W5/03 WELLBORE PRODUCTION)

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
GOR [C00778 : 265] 94.4925000
2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY
GOR [C00751 : 1] 25.0000000
10.0% of all products,

Receivers

100.0000000 TAQAPART

Payors

100.0000000 ALL WI
Non-Convertible, Not TIK

Payors

100.0000000 PLX
Non-Convertible, Not TIK

Payors

100.0000000 PLX

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
2	ACTIVE	2016-05-01	15	2999-12-31		PLX		0.0000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 54-RGE 9-W5M 3
WELLBORE PROD
(100/15-03-054-09W5/03 WELLBORE PRODUCTION ONLY)

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY

Payors

100.0000000 ALL WI

Interests

(Active WI & Rental) WI [C00754 : 1]
96.4925000 POINT LOMA RESOURCES LTD. [PLX]
3.5075000 SURGE GENERAL PARTNERSHIP [SURGEGENPART]
100.0000000 Total

Acreage (Gross/Net)

Total: H 256.0000000 / 247.0208000	Expose: H 256.0000000 / 247.0208000
A 640.0000000 / 617.5520000	A 640.0000000 / 617.5520000
Dev: H 256.0000000 / 247.0208000	Prod: H 256.0000000 / 247.0208000
A 640.0000000 / 617.5520000	A 640.0000000 / 617.5520000
UnDev: H 0.0000000 / 0.0000000	NonProd: H 0.0000000 / 0.0000000
A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000

Interests

APP [C00754 : 2]
AFTER PENALTY P/O
96.4925000 POINT LOMA RESOURCES LTD. [PLX]
3.5075000 SURGE GENERAL PARTNERSHIP [SURGEGENPART]
100.0000000 Total
(Active WI) BPP [C00754 : 2]
BEFORE PENALTY P/O RE-COMPLETION COSTS OF 100/15-03-054-09W5/03
100.0000000 POINT LOMA RESOURCES LTD. [PLX]
100.0000000 Total

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
GOR [C00778 : 266]	100.0000000	Non-Convertible, Not TIK
2.5% of all products, NONE		

Receivers

100.0000000	SOURCEROCKROY
GOR [C00751 : 1]	25.0000000
10.0% of all products,	

Receivers

100.0000000	TAQAPART
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Payors

100.0000000	PLX
Non-Convertible, Not TIK	

Payors

100.0000000	PLX
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Acreage (Gross/Net)

Total: H	0.0000000 /	0.0000000	Expose: H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000
Dev: H	0.0000000 /	0.0000000	Prod: H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000
UnDev: H	0.0000000 /	0.0000000	NonProd: H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000

Lessor	Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY ALBERTA ENERGY	100.0000000	896.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

General	Dates	Rental Info	Summary Acreages (Gross/Net)
M01061	Lease: NOV-10-1994	Gross \$: \$896.00	Total: H 256.0000000 / 256.0000000 Expose: H 256.0000000 / 256.0000000
Status: ACTIVE	Effective: NOV-10-1974	Net \$: \$537.60	A 640.0000000 / 640.0000000 A 640.0000000 / 640.0000000
Lse: PNG LSE	Expiry: NOV-09-1979	Date: NOV-10-1999	Dev: H 0.0000000 / 0.0000000 Prod: H 0.0000000 / 0.0000000
Area: AB LEAMAN	Acq'd: MAY-01-2016	Freq: Annual	A 0.0000000 / 0.0000000 A 0.0000000 / 0.0000000
Fh/Cr: CR 0594110221	Termin	Paid By: PLX	UnDev: H 256.0000000 / 256.0000000 NonProd: H 256.0000000 / 256.0000000
Min.Int: 100.0000000			A 640.0000000 / 640.0000000 A 640.0000000 / 640.0000000
Zone:			

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2016-05-01	15	2999-12-31		PLX		0.0000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 54-RGE 9-W5M 10
PNG from TOP SURFACE to BASE MANNVILLE
EXCL. CBM

Interests

(Active WI) WI [C00753 : 1]
100.0000000 POINT LOMA RESOURCES LTD. [PLX]
100.0000000 Total

Acreage (Gross/Net)

Total: H 256.0000000 / 256.0000000	Expose: H 256.0000000 / 256.0000000
A 640.0000000 / 640.0000000	A 640.0000000 / 640.0000000
Dev: H 0.0000000 / 0.0000000	Prod: H 0.0000000 / 0.0000000
A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000
UnDev: H 256.0000000 / 256.0000000	NonProd: H 256.0000000 / 256.0000000
A 640.0000000 / 640.0000000	A 640.0000000 / 640.0000000

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK
Crown Sliding-Scale,		

Receivers

100.0000000 ALBERTA ENERGY
GOR [C00778 : 267] 50.0000000
2.5% of all products, NONE

Payors

100.0000000 ALL WI
Non-Convertible, Not TIK

Receivers

100.0000000 SOURCEROCKROY

Payors

100.0000000 PLX

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
2	ACTIVE	2016-05-01	15	2999-12-31		PLX		100.0000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 54-RGE 9-W5M 10
CBM from TOP SURFACE to BASE MANNVILLE

Interests

(Rental) RENTALS [C00140 : 1]
60.0000000 POINT LOMA RESOURCES LTD. [PLX]
40.0000000 TAQA NORTH [TAQAPART]
100.0000000 Total

(Active WI) WI [C00753 : 2]
50.0000000 POINT LOMA RESOURCES LTD. [PLX]
50.0000000 TAQA NORTH [TAQAPART]
100.0000000 Total

Acreage (Gross/Net)

Total: H 0.0000000 / 0.0000000	Expose: H 0.0000000 / 0.0000000
A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000
Dev: H 0.0000000 / 0.0000000	Prod: H 0.0000000 / 0.0000000
A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000
UnDev: H 0.0000000 / 0.0000000	NonProd: H 0.0000000 / 0.0000000
A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000

Lessor	Rental %	Rental \$	Address	Depository Address
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Lessor	Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY ALBERTA ENERGY	100.0000000	896.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

Acreage Grand Totals

	Gross	Net		Gross	Net
Total: H	896.0000000 /	887.0210000	Expose: H	896.0000000 /	887.0210000
A	2,240.0000000 /	2,217.5520000	A	2,240.0000000 /	2,217.5520000
Dev: H	256.0000000 /	247.0210000	Prod: H	256.0000000 /	247.0210000
A	640.0000000 /	617.5520000	A	640.0000000 /	617.5520000
UnDev: H	640.0000000 /	640.0000000	NonProd: H	640.0000000 /	640.0000000
A	1,600.0000000 /	1,600.0000000	A	1,600.0000000 /	1,600.0000000

Mineral Lease Property Report

General	Dates	Rental Info	Summary Acreages (Gross/Net)			
M00941	Lease: FEB-15-1973	Gross \$: \$896.00	Total: H 256.0000000 / 94.9170000	Expose: H 256.0000000 / 94.9170000		
Status: ACTIVE	Effective: FEB-15-1973	Net \$: \$332.21	A 640.0000000 / 237.2920000	A 640.0000000 / 237.2920000		
Lse: PNG LSE	Expiry: FEB-14-1983	Date: FEB-15-1999	Dev: H 256.0000000 / 94.9170000	Prod: H 256.0000000 / 94.9170000		
Area: AB LEAMAN	Acq'd: MAY-01-2016	Freq: Annual	A 640.0000000 / 237.2920000	A 640.0000000 / 237.2920000		
Fh/Cr: CR 31640A	Termin	Paid By: OBSIDIAN	UnDev: H 0.0000000 / 0.0000000	NonProd: H 0.0000000 / 0.0000000		
Min.Int: 100.0000000			A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000		

Zone:

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		100.000000C	WRI	P	N	N

Tracts / Lands / Rights / Wells

Tract 1
 TWP 57-RGE 9-W5M 19
 PNG from SURFACE to BASE NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
 GOR [C00528 : 1] 33.3333000
 1.5625% of all products,

Receivers

20.0000000 PLX SILENT
 80.0000000 PLX

GOR [C00778 : 189] 37.0768000
 2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY
 GOR [C00527 : 1] 8.3333300
 12.5% of all products, S

Receivers

100.0000000 PLX

Payors

100.0000000 ALL WI
 Non-Convertible, Not TIK

Payors

51.5937920 PLX
 12.8984480 PLX SILENT
 35.5077600 OBSIDIANPTNSHP
 Non-Convertible, Not TIK

Payors

100.0000000 PLX
 Non-Convertible, Not TIK

Payors

100.0000000 OBSIDIANPTNSHP

Interests

(Active WI & Rental) WI [C00528 : 1]
 29.6614400 POINT LOMA RESOURCES LTD. [PLX]
 7.4153600 POINT LOMA RESOURCES LTD. [PLX] [Silent]
 46.2565000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
 16.6667000 WEST LAKE ENERGY CORP. [WESTLAKE]
 100.0000000 Total

Acreage (Gross/Net)

Total: H 256.0000000 / 94.9166080	Expose: H 256.0000000 / 94.9166080
A 640.0000000 / 237.2915200	A 640.0000000 / 237.2915200
Dev: H 256.0000000 / 94.9166080	Prod: H 256.0000000 / 94.9166080
A 640.0000000 / 237.2915200	A 640.0000000 / 237.2915200
UnDev: H 0.0000000 / 0.0000000	NonProd: H 0.0000000 / 0.0000000
A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000

Lessor	Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY ALBERTA ENERGY	100.0000000	896.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

General	Dates	Rental Info	Summary Acreages (Gross/Net)
M00940	Lease: JUN-27-1973	Gross \$: \$3,808.00	Total: H:1,088.0000000 / 331.6180000 Expose: H 896.0000000 / 304.5310000
Status: ACTIVE	Effective: FEB-15-1973	Net \$: \$981.18	A2,720.0000000 / 829.0450000 A2,240.0000000 / 761.3280000
Lse: PNG LSE	Expiry: FEB-14-1983	Date: FEB-15-1999	Dev: H 896.0000000 / 295.5090000 Prod: H 512.0000000 / 162.4220000
Area: AB LEAMAN	Acq'd: MAY-01-2016	Freq: Annual	A2,240.0000000 / 738.7720000 A1,280.0000000 / 406.0550000
Fh/Cr: CR 31640	Termin	Paid By: OBSIDIAN	UnDev: H 192.0000000 / 36.1090000 NonProd: H 576.0000000 / 169.1960000
Min.Int: 100.0000000			A 480.0000000 / 90.2730000 A1,440.0000000 / 422.9900000
Zone:			

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		19.047619C	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 57-RGE 9-W5M 30
PNG from SURFACE to BASE NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
GOR [C00528 : 1] 33.3333000
1.5625% of all products,

Receivers

20.0000000 PLX SILENT
80.0000000 PLX

GOR [C00778 : 177] 37.0768000
2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY
GOR [C00527 : 1] 8.3333300
12.5% of all products, S

Receivers

100.0000000 PLX

Payors

100.0000000 ALL WI
Non-Convertible, Not TIK

Payors

51.5937920 PLX
12.8984480 PLX SILENT
35.5077600 OBSIDIANPTNSHP
Non-Convertible, Not TIK

Payors

100.0000000 PLX
Non-Convertible, Not TIK

Payors

100.0000000 OBSIDIANPTNSHP

Interests

(Active WI & Rental) WI [C00528 : 1]
29.6614400 POINT LOMA RESOURCES LTD. [PLX]
7.4153600 POINT LOMA RESOURCES LTD. [PLX] [Silent]
46.2565000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
16.6667000 WEST LAKE ENERGY CORP. [WESTLAKE]
100.0000000 Total

Acreage (Gross/Net)

Total: H 256.0000000 / 94.9166080	Expose: H 256.0000000 / 94.9166080
A 640.0000000 / 237.2915200	A 640.0000000 / 237.2915200
Dev: H 256.0000000 / 94.9166080	Prod: H 0.0000000 / 0.0000000
A 640.0000000 / 237.2915200	A 0.0000000 / 0.0000000
UnDev: H 0.0000000 / 0.0000000	NonProd: H 256.0000000 / 94.9166080
A 0.0000000 / 0.0000000	A 640.0000000 / 237.2915200

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
2	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		9.5238095	PWI	P	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 57-RGE 10-W5M S13
PNG from TOP NORDEGG to BASE NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
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Interests

(Rental) WI [C00528 : 13]
29.6614400 POINT LOMA RESOURCES LTD. [PLX]
7.4153600 POINT LOMA RESOURCES LTD. [PLX] [Silent]
46.2565000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
16.6667000 WEST LAKE ENERGY CORP. [WESTLAKE]

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY

GOR [C00527 : 5] 8.3333300

12.5% of all products,

Receivers

100.0000000 PLX

GOR [C00528 : 13] 33.3333000

1.5625% of all products,

Receivers

20.0000000 PLX SILENT

80.0000000 PLX

GOR [C00778 : 178] 29.8205000

2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
3	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		0.0000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1

TWP 57-RGE 10-W5M S13

PNG from SURFACE to TOP NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY

GOR [C00527 : 5] 8.3333300

12.5% of all products,

Receivers

100.0000000 PLX

GOR [C00528 : 13] 33.3333000

1.5625% of all products,

Receivers

20.0000000 PLX SILENT

80.0000000 PLX

Payors

46.2565000 OBSIDIANPTNSHP

16.6667000 WESTLAKE

37.0768000 PLX

Non-Convertible, Not TIK

Payors

100.0000000 OBSIDIANPTNSHP

Non-Convertible, Not TIK

Payors

12.8984480 PLX SILENT

35.5077600 OBSIDIANPTNSHP

51.5937920 PLX

Non-Convertible, Not TIK

Payors

100.0000000 PLX

Interests

100.0000000 Total

(Active WI) WI [C00530 : 1]

POOLED WI

29.8205000 POINT LOMA RESOURCES LTD. [PLX]

57.6795000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]

12.5000000 WEST LAKE ENERGY CORP. [WESTLAKE]

100.0000000 Total

Acreage (Gross/Net)

Total: H 128.0000000 / 38.1702400 Expose: H 128.0000000 / 38.1702400

A 320.0000000 / 95.4256000 A 320.0000000 / 95.4256000

Dev: H 128.0000000 / 38.1702400 Prod: H 0.0000000 / 0.0000000

A 320.0000000 / 95.4256000 A 0.0000000 / 0.0000000

UnDev: H 0.0000000 / 0.0000000 NonProd: H 128.0000000 / 38.1702400

A 0.0000000 / 0.0000000 A 320.0000000 / 95.4256000

Interests

(Active WI) WI [C00528 : 13]

29.6614400 POINT LOMA RESOURCES LTD. [PLX]

7.4153600 POINT LOMA RESOURCES LTD. [PLX] [Silent]

46.2565000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]

16.6667000 WEST LAKE ENERGY CORP. [WESTLAKE]

100.0000000 Total

Acreage (Gross/Net)

Total: H 0.0000000 / 0.0000000 Expose: H 0.0000000 / 0.0000000

A 0.0000000 / 0.0000000 A 0.0000000 / 0.0000000

Dev: H 0.0000000 / 0.0000000 Prod: H 0.0000000 / 0.0000000

A 0.0000000 / 0.0000000 A 0.0000000 / 0.0000000

UnDev: H 0.0000000 / 0.0000000 NonProd: H 0.0000000 / 0.0000000

A 0.0000000 / 0.0000000 A 0.0000000 / 0.0000000

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
GOR [C00778 : 179]	37.0768000	Non-Convertible, Not TIK

2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY

Payors

100.0000000 PLX

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
4	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		0.0000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
 TWP 57-RGE 10-W5M NW13
 PNG from SURFACE to TOP NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
 GOR [C00778 : 180] 24.1537000
 2.5% of all products, NONE

Payors

100.0000000 ALL WI
 Non-Convertible, Not TIK

Receivers

100.0000000 SOURCEROCKROY
 GOR [C00528 : 7] 83.3333000
 Oil Sliding-Scale: (1/150.0, Min:5.0%, Max:15.0%), Gas: (15.0%, Min:\$0.00), S

Payors

100.0000000 PLX

Receivers

40.0000000 OBSIDIANPTNSHP
 48.0000000 PLX
 12.0000000 PLX SILENT
 GOR [C00527 : 1] 8.3333300
 12.5% of all products, S

Payors

100.0000000 PAIDBY

Receivers

100.0000000 PLX
 GOR [C00528 : 7] 33.3333000
 1.5625% of all products,

Payors

100.0000000 OBSIDIANPTNSHP
 Non-Convertible, Not TIK

Receivers

80.0000000 PLX
 20.0000000 PLX SILENT

Payors

100.0000000 PAIDBY

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
5	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		0.0000000	WI	P	N	N

Tracts / Lands / Rights / Wells

Tract 1
 TWP 57-RGE 10-W5M E23,SW23
 PNG from SURFACE to TOP NORDEGG
 EXCL. NG from SURFACE to BASE EDMONTON

Interests

(Active WI) WI [C00528 : 7]
 19.3229600 POINT LOMA RESOURCES LTD. [PLX]
 4.8307400 POINT LOMA RESOURCES LTD. [PLX] [Silent]
 59.1796000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
 16.6667000 WEST LAKE ENERGY CORP. [WESTLAKE]
 100.0000000 Total

Acreage (Gross/Net)

	Total: H	0.0000000 /	0.0000000	Expose: H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000	
Dev: H	0.0000000 /	0.0000000	Prod: H	0.0000000 /	0.0000000	
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000	
UnDev: H	0.0000000 /	0.0000000	NonProd: H	0.0000000 /	0.0000000	
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000	

Interests

(Active WI & Rental) WI [C00528 : 11]
 15.0455200 POINT LOMA RESOURCES LTD. [PLX]
 3.7613800 POINT LOMA RESOURCES LTD. [PLX] [Silent]
 34.9367000 HARVEST OPERATIONS CORP. [HARVESTOPER]
 46.2564000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000	ALBERTA ENERGY
GOR [C00527 : 6]	8.3333300
12.5% of all products,	

Receivers

100.0000000	PLX
GOR [C00528 : 11]	33.3330000
Oil: 1.5625%, Gas: (1.5625%, Min:\$0.00), N	

Receivers

100.0000000	PLX
GOR [C00778 : 181]	14.1077000
2.5% of all products, NONE	

Receivers

100.0000000	SOURCEROCKROY
GOR [C00526 : 2]	16.6667000
Oil Sliding-Scale: (1/23.8365, Min:5.0%, Max:12.5%), Gas: (12.5%, Min:\$0.00),	

Receivers

100.0000000	TAQAPART
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Payors

100.0000000	ALL WI
Non-Convertible, Not TIK	

Payors

100.0000000	OBSIDIANPTNSHP
Non-Convertible, Not TIK	

Payors

100.0000000	OBSIDIANPTNSHP
Non-Convertible, Not TIK	

Payors

100.0000000	PLX
Non-Convertible, Not TIK	

Payors

7.0000000	PLX SILENT
28.0000000	PLX
65.0000000	HARVESTOPER

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
6	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		14.2857144	WRI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
 TWP 57-RGE 10-W5M E23,SW23
 PNG from TOP NORDEGG to BASE NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000	ALBERTA ENERGY
GOR [C00526 : 1]	12.5000000
Oil Sliding-Scale: (1/23.8365, Min:5.0%, Max:12.5%), Gas: (12.5%, Min:\$0.00),	

Receivers

100.0000000	TAQAN
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Payors

34.9367000	HARVESTOPER
46.2564000	OBSIDIANPTNSHP
18.8069000	PLX

Payors

65.0000000	HARVESTOPER
28.0000000	PLX
7.0000000	PLX SILENT

100.0000000 Total

Acreege (Gross/Net)

Total: H	0.0000000 /	0.0000000	Expose: H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000
Dev: H	0.0000000 /	0.0000000	Prod: H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000
UnDev: H	0.0000000 /	0.0000000	NonProd: H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000

Interests

(Rental) WI [C00528 : 11]
 15.0455200 POINT LOMA RESOURCES LTD. [PLX]
 3.7613800 POINT LOMA RESOURCES LTD. [PLX] [Silent]
 34.9367000 HARVEST OPERATIONS CORP. [HARVESTOPER]
 46.2564000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]

100.0000000 Total

(Active WI) WI [C00555 : 1]

14.1077000 POINT LOMA RESOURCES LTD. [PLX]
 26.2000000 HARVEST OPERATIONS CORP. [HARVESTOPER]
 59.6923000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]

100.0000000 Total

Acreege (Gross/Net)

Total: H	192.0000000 /	27.0867840	Expose: H	0.0000000 /	0.0000000
A	480.0000000 /	67.7169600	A	0.0000000 /	0.0000000
Dev: H	192.0000000 /	27.0867840	Prod: H	192.0000000 /	27.0867840
A	480.0000000 /	67.7169600	A	480.0000000 /	67.7169600
UnDev: H	0.0000000 /	0.0000000	NonProd: H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
GOR [C00527 : 6]	8.3333300	Non-Convertible, Not TIK
12.5% of all products,		

Receivers

100.0000000	PLX
GOR [C00528 : 11]	33.3330000
Oil: 1.5625%, Gas: (1.5625%, Min:\$0.00), N	

Payors

100.0000000	OBSIDIANPTNSHP
Non-Convertible, Not TIK	

Receivers

100.0000000	PLX
GOR [C00778 : 182]	18.8069000
2.5% of all products, NONE	

Payors

100.0000000	OBSIDIANPTNSHP
Non-Convertible, Not TIK	

Receivers

100.0000000	SOURCEROCKROY
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Payors

100.0000000	PLX
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Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
7	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		19.0476190	WI	P	N	N

Tracts / Lands / Rights / Wells

Tract 1
 TWP 57-RGE 10-W5M 25
 PNG from SURFACE to BASE NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK
Crown Sliding-Scale,		

Receivers

100.0000000	ALBERTA ENERGY
GOR [C00528 : 2]	33.3330000
1.5625% of all products,	

Payors

100.0000000	ALL WI
Non-Convertible, Not TIK	

Receivers

80.0000000	PLX
20.0000000	PLX SILENT
GOR [C00778 : 183]	45.4102020
2.5% of all products, NONE	

Payors

12.8984480	PLX SILENT
51.5937920	PLX
35.5077600	OBSIDIANPTNSHP
Non-Convertible, Not TIK	

Receivers

100.0000000	SOURCEROCKROY
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Payors

100.0000000	PLX
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Interests

(Active WI & Rental) WI [C00528 : 2]
 36.3281620 POINT LOMA RESOURCES LTD. [PLX]
 9.0820400 POINT LOMA RESOURCES LTD. [PLX] [Silent]
 37.9231310 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
 16.6666670 WEST LAKE ENERGY CORP. [WESTLAKE]
 100.0000000 *Total*

Acreage (Gross/Net)

Total:	H 256.0000000 /	116.2501171	Expose:	H 256.0000000 /	116.2501171
	A 640.0000000 /	290.6252927		A 640.0000000 /	290.6252927
Dev:	H 256.0000000 /	116.2501171	Prod:	H 256.0000000 /	116.2501171
	A 640.0000000 /	290.6252927		A 640.0000000 /	290.6252927
UnDev:	H 0.0000000 /	0.0000000	NonProd:	H 0.0000000 /	0.0000000
	A 0.0000000 /	0.0000000		A 0.0000000 /	0.0000000

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
8	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		4.7619048	WI	P	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 57-RGE 10-W5M NW13
PNG from TOP NORDEGG to BASE NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY

GOR [C00778 : 184] 29.8205000
2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY
GOR [C00528 : 13] 33.3333000

1.5625% of all products,

Receivers

20.0000000 PLX SILENT
80.0000000 PLX

GOR [C00527 : 1] 8.3333300
12.5% of all products, S

Receivers

100.0000000 PLX

Payors

24.1537000 PLX
59.1796000 OBSIDIANPTNSHP
16.6667000 WESTLAKE

Non-Convertible, Not TIK

Payors

100.0000000 PLX
Non-Convertible, Not TIK

Payors

12.8984480 PLX SILENT
35.5077600 OBSIDIANPTNSHP
51.5937920 PLX

Non-Convertible, Not TIK

Payors

100.0000000 OBSIDIANPTNSHP

Interests

(Rental) WI [C00528 : 7]
19.3229600 POINT LOMA RESOURCES LTD. [PLX]
4.8307400 POINT LOMA RESOURCES LTD. [PLX] [Silent]
59.1796000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
16.6667000 WEST LAKE ENERGY CORP. [WESTLAKE]

100.0000000 Total

(Active WI) WI [C00530 : 1]

POOLED WI

29.8205000 POINT LOMA RESOURCES LTD. [PLX]
57.6795000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
12.5000000 WEST LAKE ENERGY CORP. [WESTLAKE]

100.0000000 Total

Acreage (Gross/Net)

Total:	H			19.0851200	Expose:	H			19.0851200
A	64.0000000	/			A	64.0000000	/		19.0851200
Dev:	64.0000000	/		19.0851200	Prod:	64.0000000	/		19.0851200
A	160.0000000	/		47.7128000	A	160.0000000	/		47.7128000
UnDev:	0.0000000	/		0.0000000	NonProd:	0.0000000	/		0.0000000
A	0.0000000	/		0.0000000	A	0.0000000	/		0.0000000

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
9	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		14.2857143	WRI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 57-RGE 10-W5M SW24
TWP 57-RGE 10-W5M N24
PNG from SURFACE to BASE NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY

GOR [C00778 : 185] 18.8069000
2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY

Payors

100.0000000 ALL WI
Non-Convertible, Not TIK

Payors

100.0000000 PLX

Interests

(Active WI & Rental) WI [C00528 : 6]
15.0455200 POINT LOMA RESOURCES LTD. [PLX]
3.7613800 POINT LOMA RESOURCES LTD. [PLX] [Silent]
34.9366000 HARVEST OPERATIONS CORP. [HARVESTOPER]
46.2565000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]

100.0000000 Total

Acreage (Gross/Net)

Total:	H			36.1092480	Expose:	H			36.1092480
A	192.0000000	/			A	192.0000000	/		36.1092480
Dev:	0.0000000	/		0.0000000	Prod:	0.0000000	/		0.0000000
A	480.0000000	/		90.2731200	A	480.0000000	/		90.2731200
UnDev:	0.0000000	/		0.0000000	NonProd:	0.0000000	/		0.0000000
A	0.0000000	/		0.0000000	A	0.0000000	/		0.0000000
UnDev:	192.0000000	/		36.1092480	NonProd:	192.0000000	/		36.1092480
A	480.0000000	/		90.2731200	A	480.0000000	/		90.2731200

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
GOR [C00528 : 6]	33.3330000	Non-Convertible, Not TIK

1.5625% of all products,

Receivers

20.0000000	PLX SILENT
80.0000000	PLX

Payors

35.5077000	OBSIDIANPTNSHP
4.5144600	PLX SILENT
18.0578400	PLX
41.9200000	HARVESTOPER

GOR [C00527 : 1]	8.3333300	Non-Convertible, Not TIK
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12.5% of all products, S

Receivers

100.0000000	PLX
GOR [C00526 : 3]	16.6667000

Payors

100.0000000	OBSIDIANPTNSHP
	Non-Convertible, Not TIK

Oil Sliding-Scale: (1/23.8365, Min:5.0%, Max:12.5%), Gas: (12.5%, Min:\$0.00),

Receivers

100.0000000	TAQAPART
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Payors

65.0000000	HARVESTOPER
28.0000000	PLX
7.0000000	PLX SILENT

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
10	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		0.0000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1

TWP 57-RGE 10-W5M E23,SW23
NG from SURFACE to BASE EDMONTON

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000	ALBERTA ENERGY
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Payors

20.0989317	HARVESTOPER
58.2546663	OBSIDIANPTNSHP
21.6464020	PLX

GOR [C00778 : 187]	16.2370000	Non-Convertible, Not TIK
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2.5% of all products, NONE

Receivers

100.0000000	SOURCEROCKROY
GOR [C00527 : 6]	8.3333300

Payors

100.0000000	PLX
	Non-Convertible, Not TIK

12.5% of all products,

Receivers

100.0000000	PLX
GOR [C00529 : 1]	13.1000000

Payors

100.0000000	OBSIDIANPTNSHP
	Non-Convertible, Not TIK

Oil Sliding-Scale: (1/23.8365, Min:5.0%, Max:15.0%), Gas: (15.0%, Min:\$0.00),

Receivers

100.0000000	HARVESTOPER
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Payors

16.2370000	PLX
15.0740000	HARVESTOPER
68.6890000	OBSIDIANPTNSHP

Interests

(Rental) RENTALS & LOR

17.3171216	POINT LOMA RESOURCES LTD. [PLX]
20.0989317	HARVEST OPERATIONS CORP. [HARVESTOPER]
58.2546663	OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
4.3292804	SALT BUSH ENERGY LTD. [SALTBUSH]
100.0000000	<i>Total</i>

(Active WI) WI [C00525 : 1]

12.9896000	POINT LOMA RESOURCES LTD. [PLX]
3.2474000	POINT LOMA RESOURCES LTD. [PLX] [Silent]
15.0740000	HARVEST OPERATIONS CORP. [HARVESTOPER]
68.6890000	OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
100.0000000	<i>Total</i>

Acreage (Gross/Net)

Total:	H	0.0000000 /	0.0000000	Expose:	H	0.0000000 /	0.0000000
	A	0.0000000 /	0.0000000		A	0.0000000 /	0.0000000
Dev:	H	0.0000000 /	0.0000000	Prod:	H	0.0000000 /	0.0000000
	A	0.0000000 /	0.0000000		A	0.0000000 /	0.0000000
UnDev:	H	0.0000000 /	0.0000000	NonProd:	H	0.0000000 /	0.0000000
	A	0.0000000 /	0.0000000		A	0.0000000 /	0.0000000

Lessor	Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY ALBERTA ENERGY	100.0000000	3,808.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

General	Dates	Rental Info	Summary Acreages (Gross/Net)			
M00952	Lease: NOV-30-1992	Gross \$: \$160.00	Total: H 64.0000000 / 9.0290000	Expose: H 128.0000000 / 18.0580000		
Status: ACTIVE	Effective: NOV-30-1992	Net \$: \$22.57	A 160.0000000 / 22.5720000	A 320.0000000 / 45.1450000		
Lse: PNG LSE	Expiry: NOV-29-1993	Date: NOV-30-1999	Dev: H 64.0000000 / 9.0290000	Prod: H 64.0000000 / 9.0290000		
Area: AB LEAMAN	Acq'd: MAY-01-2016	Freq: Annual	A 160.0000000 / 22.5720000	A 160.0000000 / 22.5720000		
Fh/Cr: FH CRESTAR	Termin	Paid By: OBSIDIANPTNSH	UnDev: H 0.0000000 / 0.0000000	NonProd: H 0.0000000 / 0.0000000		
Min.Int: 100.0000000			A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000		
Zone:						

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2016-05-01	HBP	2999-12-31		OBSIDIANPTNSHP		0.0000000	WI	P	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 57-RGE 10-W5M NW23
PNG from SURFACE to TOP NORDEGG
EXCL. NG from SURFACE to BASE EDMONTON

Interests

(Active WI & Rental) WI [C00555 : 1]
14.1077000 POINT LOMA RESOURCES LTD. [PLX]
26.2000000 HARVEST OPERATIONS CORP. [HARVESTOPER]
59.6923000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
100.0000000 Total

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK
20.0% of all products, S		
Receivers		
100.0000000	CENOVUS	
Payors		
59.6923000	OBSIDIANPTNSHP	
26.2000000	HARVESTOPER	
14.1077000	PLX	
GOR [C00778 : 201]	14.1077000	Non-Convertible, Not TIK
2.5% of all products, NONE		
Receivers		
100.0000000	SOURCEROCKROY	
Payors		
100.0000000	PLX	

Acreage (Gross/Net)

Total:	H	0.0000000 /	0.0000000	Expose:	H	64.0000000 /	9.0289280
A	0.0000000 /	0.0000000	A	160.0000000 /	22.5723200		
Dev:	H	0.0000000 /	0.0000000	Prod:	H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000		
UnDev:	H	0.0000000 /	0.0000000	NonProd:	H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000		

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
2	ACTIVE	2016-05-01	HBP	2999-12-31		OBSIDIANPTNSHP		100.0000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 57-RGE 10-W5M NW23
PNG from TOP NORDEGG to BASE NORDEGG

Interests

(Active WI & Rental) WI [C00555 : 1]
14.1077000 POINT LOMA RESOURCES LTD. [PLX]
26.2000000 HARVEST OPERATIONS CORP. [HARVESTOPER]
59.6923000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
100.0000000 Total

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK
20.0% of all products, S		
Receivers		
100.0000000	CENOVUS	
Payors		
100.0000000	ALL WI	
GOR [C00778 : 202]	9.7327000	Non-Convertible, Not TIK
2.5% of all products, NONE		
Receivers		
100.0000000	SOURCEROCKROY	
Payors		
100.0000000	PLX	

Acreage (Gross/Net)

Total:	H	64.0000000 /	9.0289280	Expose:	H	64.0000000 /	9.0289280
A	160.0000000 /	22.5723200	A	160.0000000 /	22.5723200		
Dev:	H	64.0000000 /	9.0289280	Prod:	H	64.0000000 /	9.0289280
A	160.0000000 /	22.5723200	A	160.0000000 /	22.5723200		
UnDev:	H	0.0000000 /	0.0000000	NonProd:	H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000		

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
3	ACTIVE	2016-05-01	HBP	2999-12-31		OBSIDIANPTNSHP		0.0000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
 TWP 57-RGE 10-W5M NW23
 NG from SURFACE to BASE EDMONTON

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

20.0% of all products,

Receivers

100.0000000 CENOVUS
 GOR [C00529 : 1] 13.1000000

Oil Sliding-Scale: (1/23.8365, Min:5.0%, Max:15.0%), Gas: (15.0%, Min:\$0.00),

Receivers

100.0000000 HARVESTOPER

 GOR [C00778 : 203] 16.2370000

2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY

Payors

100.0000000 OBSIDIANPTNSHP
 Non-Convertible, Not TIK

Payors

16.2370000 PLX
 15.0740000 HARVESTOPER
 68.6890000 OBSIDIANPTNSHP
 Non-Convertible, Not TIK

Payors

100.0000000 PLX

Interests

RENTALS & LOR

100.0000000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]

100.0000000 *Total*

(Active WI) WI [C00525 : 1]

12.9896000 POINT LOMA RESOURCES LTD. [PLX]

3.2474000 POINT LOMA RESOURCES LTD. [PLX] [Silent]

15.0740000 HARVEST OPERATIONS CORP. [HARVESTOPER]

68.6890000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]

100.0000000 *Total*

Acreage (Gross/Net)

Total:	H	0.0000000 /	0.0000000	Expose:	H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000		
Dev:	H	0.0000000 /	0.0000000	Prod:	H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000		
UnDev:	H	0.0000000 /	0.0000000	NonProd:	H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000	A	0.0000000 /	0.0000000		

Lessor	Rental %	Rental \$	Address	Depository Address	
CENOVUS	CENOVUS ENERGY INC.	100.0000000	160.00	PO BOX 766, STATION 'M' CALGARY, AB T2P 0M5	225 - 6TH AVENUE SW CALGARY, ALBERTA T2P 1N2

General	Dates	Rental Info	Summary Acreages (Gross/Net)
M00374	Lease: DEC-21-2017	Gross \$: \$896.00	Total: H 256.0000000 / 256.0000000 Expose: H 256.0000000 / 256.0000000
Status: ACTIVE	Effective: DEC-21-2017	Net \$: \$896.00	A 640.0000000 / 640.0000000 A 640.0000000 / 640.0000000
Lse: PNG LIC	Expiry: DEC-20-2021	Date: DEC-20-2018	Dev: H 0.0000000 / 0.0000000 Prod: H 0.0000000 / 0.0000000
Area: AB LEAMAN	Acq'd: DEC-20-2017	Freq: Annual	A 0.0000000 / 0.0000000 A 0.0000000 / 0.0000000
Fh/Cr: CR 5417120215	Termin	Paid By: PLX	UnDev: H 256.0000000 / 256.0000000 NonProd: H 256.0000000 / 256.0000000
Min.Int: 100.0000000			A 640.0000000 / 640.0000000 A 640.0000000 / 640.0000000
Zone:			

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2017-12-20				PLX		100.000000	WI	NP	Y	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 57-RGE 10-W5M 27
PNG from SURFACE to BASE BASEMENT

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
GOR [C00778 : 435] 100.0000000
2.5% of all products,

Receivers

100.0000000 SOURCEROCKROY

Payors

100.0000000 ALL WI
Non-Convertible, Not TIK

Payors

100.0000000 PLX

Interests

(Active WI & Rental) WI [C00123 : 173]
100.0000000 POINT LOMA RESOURCES LTD. [PLX]
100.0000000 Total

Acreage (Gross/Net)

Total: H 256.0000000 / 256.0000000	Expose: H 256.0000000 / 256.0000000
A 640.0000000 / 640.0000000	A 640.0000000 / 640.0000000
Dev: H 0.0000000 / 0.0000000	Prod: H 0.0000000 / 0.0000000
A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000
UnDev: H 256.0000000 / 256.0000000	NonProd: H 256.0000000 / 256.0000000
A 640.0000000 / 640.0000000	A 640.0000000 / 640.0000000

Lessor	Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY ALBERTA ENERGY	100.0000000	896.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

General	Dates	Rental Info	Summary Acreages (Gross/Net)
M00942	Lease: AUG-02-1996	Gross \$: \$896.00	Total: H 256.0000000 / 0.0000000 Expose: H 256.0000000 / 0.0000000
Status: ACTIVE	Effective: JUL-25-1996	Net \$: \$0.00	A 640.0000000 / 0.0000000 A 640.0000000 / 0.0000000
Lse: PNG LIC	Expiry: JUL-24-2000	Date: JUL-25-1999	Dev: H 256.0000000 / 0.0000000 Prod: H 256.0000000 / 0.0000000
Area: AB LEAMAN	Acq'd: MAY-02-2016	Freq: Annual	A 640.0000000 / 0.0000000 A 640.0000000 / 0.0000000
Fh/Cr: CR 5496070100	Termin	Paid By: HOUSTONOIL	UnDev: H 0.0000000 / 0.0000000 NonProd: H 0.0000000 / 0.0000000
Min.Int: 100.0000000			A 0.0000000 / 0.0000000 A 0.0000000 / 0.0000000
Zone:			

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2016-05-01	15	2999-12-31		HOUSTONOIL		100.000000	RI	P	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 57-RGE 10-W5M 28
PNG from SURFACE to BASE MANNVILLE

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
GOR [C00534 : 1] 100.0000000
10.0% of all products,

Receivers

100.0000000 PLX

Payors

100.0000000 ALL WI
Non-Convertible, Not TIK

Payors

100.0000000 HOUSTONOIL

Interests

(Active WI & Rental) WI [C00534 : 1]
100.0000000 HOUSTON OIL & GAS LTD. c/o Hardie & Kelly Inc. in its capacity as Receiver and
100.0000000 Total

Acreage (Gross/Net)

Total: H 256.0000000 / 0.0000000	Expose: H 256.0000000 / 0.0000000
A 640.0000000 / 0.0000000	A 640.0000000 / 0.0000000
Dev: H 256.0000000 / 0.0000000	Prod: H 256.0000000 / 0.0000000
A 640.0000000 / 0.0000000	A 640.0000000 / 0.0000000
UnDev: H 0.0000000 / 0.0000000	NonProd: H 0.0000000 / 0.0000000
A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000

Lessor	Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY ALBERTA ENERGY	100.0000000	896.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

General	Dates	Rental Info	Summary Acreages (Gross/Net)
M00961	Lease: DEC-20-1979	Gross \$: \$896.00	Total: H 256.0000000 / 128.0000000 Expose: H 256.0000000 / 128.0000000
Status: ACTIVE	Effective: DEC-20-1979	Net \$: \$448.00	A 640.0000000 / 320.0000000 A 640.0000000 / 320.0000000
Lse: PNG LSE	Expiry: DEC-19-1984	Date: DEC-20-1999	Dev: H 256.0000000 / 128.0000000 Prod: H 0.0000000 / 0.0000000
Area: AB LEAMAN	Acq'd: MAY-01-2016	Freq: Annual	A 640.0000000 / 320.0000000 A 0.0000000 / 0.0000000
Fh/Cr: CR 0579120177	Termin	Paid By: OBSIDIAN	UnDev: H 0.0000000 / 0.0000000 NonProd: H 256.0000000 / 128.0000000
Min.Int: 100.0000000			A 0.0000000 / 0.0000000 A 640.0000000 / 320.0000000
Zone:			

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2016-05-01	15	2999-12-31		PLX		100.000000	WI	NP	N	Y

Tracts / Lands / Rights / Wells

Tract 1
TWP 57-RGE 10-W5M 34
PNG from SURFACE to BASE MANNVILLE

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
GOR [C00778 : 219] 50.0000000
2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY
GOR [C00559 : 1] 12.7468000
Oil Sliding-Scale: (1/23.8365, Min:5.0%, Max:12.5%), Gas: (12.5%, Min:\$0.00), Deduct 50%

Receivers

100.0000000 PRAIRIESKY
GOR [C00558 : 1] 26.8240000
Oil Sliding-Scale: (1/23.8365, Min:5.0%, Max:12.5%), Gas: (12.5%, Min:\$0.00), Deduct 50%

Receivers

100.0000000 FRPROY

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
2	ACTIVE	2016-05-01	15	2999-12-31		PLX		0.0000000	WI	NP	N	Y

Tracts / Lands / Rights / Wells

Tract 1
TWP 57-RGE 10-W5M 34
PNG from BASE MANNVILLE to BASE NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY

Payors

100.0000000 ALL WI
Non-Convertible, Not TIK

Payors

100.0000000 PLX
Non-Convertible, Not TIK

Payors

100.0000000 PLX
Non-Convertible, Not TIK

Payors

100.0000000 PLX

Payors

100.0000000 ALL WI

Interests

(Active WI & Rental) WI [C00521 : 3]
50.0000000 POINT LOMA RESOURCES LTD. [PLX]
50.0000000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
100.0000000 Total

Acreage (Gross/Net)

Total: H 256.0000000 / 128.0000000	Expose: H 256.0000000 / 128.0000000
A 640.0000000 / 320.0000000	A 640.0000000 / 320.0000000
Dev: H 256.0000000 / 128.0000000	Prod: H 0.0000000 / 0.0000000
A 640.0000000 / 320.0000000	A 0.0000000 / 0.0000000
UnDev: H 0.0000000 / 0.0000000	NonProd: H 256.0000000 / 128.0000000
A 0.0000000 / 0.0000000	A 640.0000000 / 320.0000000

Interests

(Active WI & Rental) WI [C00521 : 4]
23.1760000 POINT LOMA RESOURCES LTD. [PLX]
26.8420000 LONE TREE RESOURCES INC. [LONE TREE]
50.0000000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
100.0180000 Total

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
GOR [C00778 : 218]	23.1760000	Non-Convertible, Not TIK
2.5% of all products, NONE		

Receivers

100.0000000	SOURCEROCKROY
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Payors

100.0000000	PLX
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Acreage (Gross/Net)

Total:	H	0.0000000 /	0.0000000	Expose:	H	0.0000000 /	0.0000000
	A	0.0000000 /	0.0000000		A	0.0000000 /	0.0000000
Dev:	H	0.0000000 /	0.0000000	Prod:	H	0.0000000 /	0.0000000
	A	0.0000000 /	0.0000000		A	0.0000000 /	0.0000000
UnDev:	H	0.0000000 /	0.0000000	NonProd:	H	0.0000000 /	0.0000000
	A	0.0000000 /	0.0000000		A	0.0000000 /	0.0000000

Lessor

ALBERTA ENERGY	ALBERTA ENERGY
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Rental %

100.0000000

Rental \$

896.00

Address

9TH FLOOR, 9945 - 108 STREET
EDMONTON, ALBERTA
T5K 2G6

Depository Address

9TH FLOOR, 9945 - 108 STREET
EDMONTON, ALBERTA
T5K 2G6

General	Dates	Rental Info	Summary Acreages (Gross/Net)
M00951	Lease: AUG-17-1978	Gross \$: \$896.00	Total: H 256.0000000 / 94.9170000 Expose: H 256.0000000 / 94.9170000
Status: ACTIVE	Effective: AUG-17-1978	Net \$: \$332.21	A 640.0000000 / 237.2920000 A 640.0000000 / 237.2920000
Lse: PNG LSE	Expiry: AUG-16-1983	Date: AUG-17-1999	Dev: H 256.0000000 / 94.9170000 Prod: H 256.0000000 / 94.9170000
Area: AB LEAMAN	Acq'd: MAY-01-2016	Freq: Annual	A 640.0000000 / 237.2920000 A 640.0000000 / 237.2920000
Fh/Cr: CR 0578080077	Termin	Paid By: OBSIDIAN	UnDev: H 0.0000000 / 0.0000000 NonProd: H 0.0000000 / 0.0000000
Min.Int: 100.0000000			A 0.0000000 / 0.0000000 A 0.0000000 / 0.0000000
Zone:			

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		100.000000	WRI	P	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 57-RGE 10-W5M 35
PNG from TOP NORDEGG to BASE NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
GOR [C00527 : 7] 8.3333300
12.5% of all products,

Receivers

100.0000000 PLX
GOR [C00778 : 199] 37.0768000
2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY

Payors

100.0000000 ALL WI
Non-Convertible, Not TIK

Payors

100.0000000 OBSIDIANPTNSHP
Non-Convertible, Not TIK

Payors

100.0000000 PLX

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
2	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		0.0000000	WI	NP	N	N

Tracts / Lands / Rights / Wells

Tract 1
TWP 57-RGE 10-W5M 35
PNG from SURFACE to TOP NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
GOR [C00527 : 7] 8.3333300
12.5% of all products,

Receivers

100.0000000 PLX

Payors

100.0000000 ALL WI
Non-Convertible, Not TIK

Payors

100.0000000 OBSIDIANPTNSHP

Interests

(Active WI & Rental) WI [C00528 : 18]
29.6615000 POINT LOMA RESOURCES LTD. [PLX]
7.4153000 POINT LOMA RESOURCES LTD. [PLX] [Silent]
46.2565000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
16.6667000 WEST LAKE ENERGY CORP. [WESTLAKE]
100.0000000 Total

Acreage (Gross/Net)

Total:	H	256.0000000 /	94.9166080	Expose:	H	256.0000000 /	94.9166080
A	640.0000000 /	237.2915200		A	640.0000000 /	237.2915200	
Dev:	H	256.0000000 /	94.9166080	Prod:	H	256.0000000 /	94.9166080
A	640.0000000 /	237.2915200		A	640.0000000 /	237.2915200	
UnDev:	H	0.0000000 /	0.0000000	NonProd:	H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000		A	0.0000000 /	0.0000000	

Interests

(Active WI) WI [C00522 : 4]
14.8308000 POINT LOMA RESOURCES LTD. [PLX]
22.2461000 CEQUENCE ENERGY LTD. [CEQUENCE]
46.2565000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
16.6666000 TAQA NORTH LTD. [TAQAN]
100.0000000 Total

Acreage (Gross/Net)

Total:	H	0.0000000 /	0.0000000	Expose:	H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000		A	0.0000000 /	0.0000000	
Dev:	H	0.0000000 /	0.0000000	Prod:	H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000		A	0.0000000 /	0.0000000	
UnDev:	H	0.0000000 /	0.0000000	NonProd:	H	0.0000000 /	0.0000000
A	0.0000000 /	0.0000000		A	0.0000000 /	0.0000000	

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
GOR [C00778 : 200]	14.8308000	Non-Convertible, Not TIK

2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY

Payors

100.0000000 PLX

Lessor		Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY	ALBERTA ENERGY	100.0000000	896.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

General	Dates	Rental Info	Summary Acreages (Gross/Net)
M00972	Lease: DEC-20-1979	Gross \$: \$896.00	Total: H 256.0000000 / 59.3310000 Expose: H 256.0000000 / 59.3310000
Status: ACTIVE	Effective: DEC-20-1979	Net \$: \$207.66	A 640.0000000 / 148.3260000 A 640.0000000 / 148.3260000
Lse: PNG LSE	Expiry: DEC-19-1984	Date: DEC-20-1999	Dev: H 256.0000000 / 59.3310000 Prod: H 256.0000000 / 59.3310000
Area: AB LEAMAN	Acq'd: MAY-01-2016	Freq: Annual	A 640.0000000 / 148.3260000 A 640.0000000 / 148.3260000
Fh/Cr: CR 0579120178	Termin	Paid By: OBSIDIANPTNSH	UnDev: H 0.0000000 / 0.0000000 NonProd: H 0.0000000 / 0.0000000
Min.Int: 100.0000000			A 0.0000000 / 0.0000000 A 0.0000000 / 0.0000000
Zone:			

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	2016-05-01	15	2999-12-31		OBSIDIANPTNSHP		100.000000	WI	P	N	Y

Tracts / Lands / Rights / Wells

Tract 1
TWP 58-RGE 10-W5M 4
PNG from SURFACE to BASE NORDEGG

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LOR	100.0000000	Non-Convertible, Not TIK

Crown Sliding-Scale,

Receivers

100.0000000 ALBERTA ENERGY
GOR [C00778 : 234] 23.1760000
2.5% of all products, NONE

Receivers

100.0000000 SOURCEROCKROY

Payors

100.0000000 ALL WI
Non-Convertible, Not TIK

Payors

100.0000000 PLX

Interests

APP [C00521 : 2]
23.1760000 POINT LOMA RESOURCES LTD. [PLX]
26.8240000 FREEHOLD ROYALTIES PARTNERSHIP [FRPROY]
50.0000000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
100.0000000 Total
(Active WI & Rental) BPP [C00521 : 2]
FREEHOLD WENT PENALTY 100% ON EQUIP & TIE-IN OF 16-4
23.1760000 POINT LOMA RESOURCES LTD. [PLX]
76.8240000 OBSIDIAN ENERGY PARTNERSHIP [OBSIDIANPTNSHP]
100.0000000 Total

Acreage (Gross/Net)

Total: H 256.0000000 / 59.3305600	Expose: H 256.0000000 / 59.3305600
A 640.0000000 / 148.3264000	A 640.0000000 / 148.3264000
Dev: H 256.0000000 / 59.3305600	Prod: H 256.0000000 / 59.3305600
A 640.0000000 / 148.3264000	A 640.0000000 / 148.3264000
UnDev: H 0.0000000 / 0.0000000	NonProd: H 0.0000000 / 0.0000000
A 0.0000000 / 0.0000000	A 0.0000000 / 0.0000000

Lessor	Rental %	Rental \$	Address	Depository Address
ALBERTA ENERGY ALBERTA ENERGY	100.0000000	896.00	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6	9TH FLOOR, 9945 - 108 STREET EDMONTON, ALBERTA T5K 2G6

Acreage Grand Totals

	Gross	Net		Gross	Net
Total: H	2,688.0000000 /	973.8120000	Expose: H	2,560.0000000 /	955.7540000
A	6,720.0000000 /	2,434.5270000	A	6,400.0000000 /	2,389.3830000
Dev: H	2,240.0000000 /	681.7030000	Prod: H	1,600.0000000 /	420.6160000
A	5,600.0000000 /	1,704.2540000	A	4,000.0000000 /	1,051.5370000
UnDev: H	448.0000000 /	292.1090000	NonProd: H	1,088.0000000 /	553.1960000
A	1,120.0000000 /	730.2730000	A	2,720.0000000 /	1,382.9900000

Schedule "C"

Claims

Schedule "D"

Permitted Encumbrances

Permitted Encumbrances consist of the following (with capitalized terms having the definitions given to them in the Sale Agreement, unless otherwise defined in this Order):

- (i) all Encumbrances, including any overriding royalties, net profits interests and other burdens, which are provided for under the Title Documents;
- (ii) the terms and conditions of the Assumed Contracts and the Title Documents, including ROFRs, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (iii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Laws to terminate any Title Document;
- (iv) easements, rights of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (v) rights of general application reserved to or vested in any Governmental Authority to levy taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (vi) agreements for the sale, processing, transmission or transportation of Petroleum Substances entered into by the Debtor, or the Vendor for and on behalf of the Debtor, subsequent to the date of this Agreement, provided that such agreements are terminable without penalty or cost on 31 days' or less notice;
- (vii) any obligation of the Vendor or the Debtor to hold any portion of their interest in and to any of the Assets in trust for Third Parties provided that such obligations are indicated on a Schedule to this Agreement;
- (viii) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Assets in any manner, including governmental requirements imposed by statute or Governmental Authorities as to rates of production from operations or otherwise affecting recoverability of Petroleum Substances;
- (ix) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards the Vendor's or the Debtor's share of the costs and expenses thereof which are not due or delinquent as of the date hereof;

- (x) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xi) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations;
- (xii) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority; and
- (xiii) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets as regards the Vendor's or the Debtor's share of amounts owing to such public utility, municipality or Governmental Authority which are not due or delinquent as of the date hereof;

provided that in no circumstance shall any amounts owing by the Debtor, or the Vendor for and on behalf of the Debtor, to a Governmental Authority prior to the Closing Date in respect of taxes on linear property (as defined in the *Municipal Government Act* (Alberta)) be a Permitted Encumbrance.

Error! Reference source not found. - 2

SCHEDULE "B"

CLERK'S STAMP

COURT FILE NUMBER 2001-06930

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT ORPHAN WELL ASSOCIATION

RESPONDENT POINT LOMA RESOURCES LTD.

DOCUMENT **APPROVAL AND VESTING ORDER**
(Sale by Receiver of certain assets to Certus Oil and Gas Inc.)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **BENNETT JONES LLP**
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Keely Cameron
Telephone No.: 403-298-3324
Fax No.: 403-265-7219
Client File No.: 068775.0003

DATE ON WHICH ORDER WAS PRONOUNCED: April 26, 2021

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice R. A. Neufeld

LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION of BDO Canada Limited, solely in its capacity as Court-appointed receiver and manager ("**Receiver**") of the current and future assets, undertakings and properties of the Respondent (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver and Certus Oil and Gas Inc. (the "**Purchaser**") dated April 14, 2021 (the "**Sale Agreement**") and appended to the Confidential Supplement dated April 19, 2021 (the "**Confidential Supplement**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement as the Assets (the "**Purchased Assets**") but excluding all of the Debtor's other assets and interests;

AND UPON HAVING READ the Receivership Order dated June 8, 2020 (the "**Receivership Order**"), the Second Report of the Receiver dated April 19, 2021 and the Confidential Supplement; **AND UPON** hearing counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that all interested and affected parties have been served with notice of this Application; **AND UPON** having read the pleadings, proceedings, orders and other materials filed in this action;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Subject only to approval by the AER of transfer of any applicable licenses, permit and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta), upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets listed at **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta);
- (d) any linear or non-linear municipal tax claims under the *Municipal Government Act*, or otherwise;
- (e) any outstanding amounts owing in respect of the AER Orphan Fund Levy and Administration Fees; and
- (f) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**")).

For greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:
- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel existing Certificates of Title for those lands and premises municipally or legally described as "Land Title Lands" in Schedule B (the "**Lands**");

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee);
 - (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and
 - (iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- (b) Alberta Energy ("**Energy Ministry**") shall and is hereby authorized, requested and directed to forthwith:
- (i) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act (Canada)* and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and
 - (ii) transfer all Crown leases conveyed under the Sale Agreement standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances; and
- (c) the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate

shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims excluding Permitted Encumbrances.

6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement, other than any required approval by the AER referenced in paragraph 3 above.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims excluding Permitted Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order or as against any Receiver's Charge outstanding pursuant to the Receivership Order.
9. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.

10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

14. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall

not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the 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.
17. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website, and service on any other person is hereby dispensed with.

18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's
Bench of Alberta

Schedule "A"

FORM OF RECEIVER'S CERTIFICATE

CLERK'S STAMP

COURT FILE NUMBER 2001-06930
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT ORPHAN WELL ASSOCIATION
RESPONDENT POINT LOMA RESOURCES LTD.
DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Keely Cameron
Telephone No.: 403-298-3324
Fax No.: 403-265-7219
Client File No.: 068775.0003

RECITALS

- A. Pursuant to an Order of the Honourable Mr. Justice P. R. Jeffrey of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), dated June 8, 2020, BDO Canada Limited was appointed as the Receiver (the "**Receiver**") of the undertaking, property and assets of Point Loma Resources Ltd. ("**Point Loma**").
- B. Pursuant to an Order of the Court dated April 26, 2021 (the "**Vesting Order**"), the Court approved the Transaction (as defined in the Vesting Order) between the Receiver and Certus Oil and Gas Inc. (the "**Purchaser**") dated as of April 14, 2021 (the "**Sale Agreement**"), and provided for the vesting in the Purchaser of Point Loma's right, title and interest in and to the Purchased Assets (as defined in the Vesting Order), which vesting is to be effective with respect to the Purchased Assets

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

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price (as defined in the Sale Agreement) for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver to the Purchaser at [TIME] on [DATE].

BDO CANADA LIMITED in its capacity as Receiver of the undertaking, property and assets of Point Loma, and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B"

List of Purchased Assets

The Purchased Assets consist of the Assets (as defined in the Sale Agreement, and each subsequent capitalized term herein having the respective meaning as defined therein), including, without limitation, (i) the Petroleum and Natural Gas Rights within the Lands described in the attachments to this Schedule "B", and (ii) the Wells and the Facilities described in the attachments to this Schedule "B".

Schedule "C"

Claims

Schedule "D"

Permitted Encumbrances

Permitted Encumbrances consist of the following (with capitalized terms having the definitions given to them in the Sale Agreement, unless otherwise defined in this Order):

- (i) all Encumbrances, including any overriding royalties, net profits interests and other burdens, which are provided for under the Title Documents;
- (ii) the terms and conditions of the Assumed Contracts and the Title Documents, including ROFRs, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (iii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Laws to terminate any Title Document;
- (iv) easements, rights of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (v) rights of general application reserved to or vested in any Governmental Authority to levy taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (vi) agreements for the sale, processing, transmission or transportation of Petroleum Substances entered into by the Debtor, or the Vendor for and on behalf of the Debtor, subsequent to the date of this Agreement, provided that such agreements are terminable without penalty or cost on 31 days' or less notice;
- (vii) any obligation of the Vendor or the Debtor to hold any portion of their interest in and to any of the Assets in trust for Third Parties provided that such obligations are indicated on a Schedule to this Agreement;
- (viii) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Assets in any manner, including governmental requirements imposed by statute or Governmental Authorities as to rates of production from operations or otherwise affecting recoverability of Petroleum Substances;
- (ix) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards the Vendor's or the Debtor's share of the costs and expenses thereof which are not due or delinquent as of the date hereof;

- (x) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xi) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations;
- (xii) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority; and
- (xiii) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets as regards the Vendor's or the Debtor's share of amounts owing to such public utility, municipality or Governmental Authority which are not due or delinquent as of the date hereof;

provided that in no circumstance shall any amounts owing by the Debtor, or the Vendor for and on behalf of the Debtor, to a Governmental Authority prior to the Closing Date in respect of taxes on linear or non linear property (as defined in the *Municipal Government Act* (Alberta)) be a Permitted Encumbrance.

Error! Reference source not found. - 2

SCHEDULE "C"

CLERK'S STAMP

COURT FILE NUMBER 2001-06930
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT ORPHAN WELL ASSOCIATION
RESPONDENT POINT LOMA RESOURCES LTD.
DOCUMENT **APPROVAL AND VESTING ORDER**
(Sale by Receiver of certain assets to Silverleaf Resources Inc.)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Keely Cameron
Telephone No.: 403-298-3324
Fax No.: 403-265-7219
Client File No.: 068775.0003

DATE ON WHICH ORDER WAS PRONOUNCED: April 26, 2021
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice R. A. Neufeld
LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION of BDO Canada Limited, solely in its capacity as Court-appointed receiver and manager ("**Receiver**") of the current and future assets, undertakings and properties of the Respondent (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver and Silverleaf Resources Inc. (the "**Purchaser**") dated April 9, 2021 (the "**Sale Agreement**") and appended to the Confidential Supplement dated April 19, 2021 (the "**Confidential Supplement**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement as the Assets (the "**Purchased Assets**") but excluding all of the Debtor's other assets and interests;

AND UPON HAVING READ the Receivership Order dated June 8, 2020 (the "**Receivership Order**"), the Second Report of the Receiver dated April 19, 2021, and the Confidential Supplement; **AND UPON** hearing counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that all interested and affected parties have been served with notice of this Application; **AND UPON** having read the pleadings, proceedings, orders and other materials filed in this action;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Subject only to approval by the AER of transfer of any applicable licenses, permit and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta), upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets listed at **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta);
- (d) any linear or non-linear municipal tax claims under the *Municipal Government Act*, or otherwise;
- (e) any outstanding amounts owing in respect of the AER Orphan Fund Levy and Administration Fees; and
- (f) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**")).

For greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:
- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel existing Certificates of Title for those lands and premises municipally or legally described as "Land Title Lands" in Schedule B (the "**Lands**");

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee);
 - (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and
 - (iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- (b) Alberta Energy ("**Energy Ministry**") shall and is hereby authorized, requested and directed to forthwith:
- (i) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and
 - (ii) transfer all Crown leases conveyed under the Sale Agreement standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances; and
- (c) the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate

shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims excluding Permitted Encumbrances.

6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement, other than any required approval by the AER referenced in paragraph 3 above.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims excluding Permitted Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order or as against any Receiver's Charge outstanding pursuant to the Receivership Order.
9. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.

10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

14. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall

not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the 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.
17. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website, and service on any other person is hereby dispensed with.

18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's
Bench of Alberta

Schedule "A"

FORM OF RECEIVER'S CERTIFICATE

CLERK'S STAMP

COURT FILE NUMBER	2001-06930
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	ORPHAN WELL ASSOCIATION
RESPONDENT	POINT LOMA RESOURCES LTD.
DOCUMENT	<u>RECEIVER'S CERTIFICATE</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BENNETT JONES LLP Barristers and Solicitors 4500, 855 – 2nd Street S.W. Calgary, Alberta T2P 4K7 Attention: Keely Cameron Telephone No.: 403-298-3324 Fax No.: 403-265-7219 Client File No.: 068775.0003

RECITALS

- A. Pursuant to an Order of the Honourable Mr. Justice P. R. Jeffrey of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), dated June 8, 2020, BDO Canada Limited was appointed as the Receiver (the "**Receiver**") of the undertaking, property and assets of Point Loma Resources Ltd. ("**Point Loma**").
- B. Pursuant to an Order of the Court dated April 26, 2021 (the "**Vesting Order**"), the Court approved the Transaction (as defined in the Vesting Order) between the Receiver and Silverleaf Resources Inc. (the "**Purchaser**") dated as of April 9, 2021 (the "**Sale Agreement**"), and provided for the vesting in the Purchaser of Point Loma's right, title and interest in and to the Purchased Assets (as defined in the Vesting Order), which vesting is to be effective with respect to the Purchased Assets

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

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price (as defined in the Sale Agreement) for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver to the Purchaser at [TIME] on [DATE].

BDO CANADA LIMITED in its capacity as Receiver of the undertaking, property and assets of Point Loma, and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B"

List of Purchased Assets

The Purchased Assets consist of the Assets (as defined in the Sale Agreement, and each subsequent capitalized term herein having the respective meaning as defined therein), including, without limitation, (i) the Petroleum and Natural Gas Rights within the Lands described in the attachments to this Schedule "B", and (ii) the Wells and the Facilities described in the attachments to this Schedule "B".

SCHEDULE A

Part 1 – Lands

Area Name				
File No. Lessor Lease Date Mineral Interest	Land Description Mineral Rights/Zones	Well UWI	Working Interest %	Burdens
<u>WHITECOURT</u> - M00110 588100423 Oct 20/88 100%	58-21W5M: NW23 PNG Surface to Base Cardium	100/14-23-058- 21W5/0	Pt Loma 80.0% Petroman 20.0%	LOR: Crn S/S GOR: 2.5%; on 80% prod to Source Rock 100%; by Pt Loma 100% GOR: 5-15% oil (1/150.0); 15% gas; on 100% prod to CoastalRes 100%; by Pt Loma 80%
<u>THORSBY</u> M00010-3 411110070 Nov 03/11 100%	49-01W5M: 18 PNG in Glauconite	103/11-18-049- 01W5/0	Pt Loma 100%	LOR: Crn S/S GOR: 1.25% on 100% prod to KAITARARES 68.8%, AVENUEENERG 8%, PICKERING 23.2%; BY Pt Loma 100% GOR: 2.5% on 100% to Source Rock 100%; by Pt Loma 100%
<u>PINE CREEK</u> M00524-3 505070277 Jul 14/05 100%	55-17W5M: N7 PNG Base Fish Scales to Base Rock Creek	102/05-07-055- 17W5/3	<u>Before Payout</u> Pt Loma 25.0% Velvet 75% <u>After Payout</u> Pt Loma 62.5% Velvet 37.5%	LOR: Crn S/S GOR: 2.5% on 25% prod to Source Rock 100%; by Pt Loma 100% GOR: 5-15% oil (1/23.8365); 15% gas, on 75% prod to Pt Loma 100%; by Velvet 100%
M00525-2 501020179 Feb 08/01 100%	55-17W5M: S7 PNG Base Fish Scales to Base Rock Creek	102/05-07-055- 17W5/3	<u>Before Payout</u> Pt Loma 25.0% Velvet 75% <u>After Payout</u>	LOR: Crn S/S GOR: 12.5% on 100% prod to Taqa 100%; by Pt Loma 100%

Area Name File No. Lessor Lease Date Mineral Interest	Land Description Mineral Rights/Zones	Well UWI	Working Interest %	Burdens
			Pt Loma 62.5% Velvet 37.5%	GOR: 2.5% on 25% prod to Source Rock 100%; by Pt Loma 100% GOR: 5-15% oil (1/23.8365); 15% gas, on 75% prod to Pt Loma 100%; by Velvet 100%
M00529 505070276 Jul 14/05 100%	55-17W5M: S7 PNG Surface to Base Cardium	103/05-07-055-17W5/0	Pt Loma 100%	LOR: Crn S/S GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 7.5% on 100% prod to TORLAND 10%, SUPERNOVA 18%, STONEPET 62%, 349385 AB 10%; by Pt Loma 100%
M00527-2 507050333 May 17/07 100% <i>This lease is Pooled with SE35 (M00532) pursuant to a Pooling & Operating Agreement (C00143)</i>	54-18W5M: NE35 PNG in Cardium	100/16-35-054-18W5/0	<u>Pooled WI</u> Pt Loma 20.0% Long Run 80.0% <u>Rental Interest</u> ** Pt Loma 40% Long Run 60%	LOR: Crn S/S ** GOR: 2.5% on 20% prod to Source Rock 100%; by Pt Loma 100%
M00527-3 507050333 May 17/07 100%	54-18W5M: NW & SW35 PNG in Cardium	100/03-35-054-18W5/0	Pt Loma 40.0% Long Run 60.0%	LOR: Crn S/S GOR: 2.5% on 40% prod to Source Rock 100%; by Pt Loma 100%
M00530-1 507050334 May 17/07 100%	54-18W5M: 36 PNG in Cardium	100/13-36-054-18W5/0	<u>Working Interest</u> Pt Loma 40.0% Long Run 60.0% <u>Rental Interest</u> Pt Loma 50% Pine Cliff 20% Velvet 30%	LOR: Crn S/S GOR: 2.5% on 40% prod to Source Rock 100%; by Pt Loma 100%

Area Name				
File No. Lessor Lease Date Mineral Interest	Land Description Mineral Rights/Zones	Well UWI	Working Interest %	Burdens
M00526 5406060285 Jun 01/06 100%	55-17W5M: 8 PNG Base Bluesky/Bullhead to Base Rock Creek	100/10-08-055- 17W5/0	Pt Loma 100%	LOR: Crn S/S GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100%
<u>GILBY</u> M00432 1450462 AB Ltd. Jan 29/04 14.28570%	39-28W4M: ptn SE25 (1/7 min int) easterly 1000 ft PNG from base Edmonton to base Mannville Excluding 100/14-25-039- 28W4/0 wellbore and production therefrom	100/02-25-039- 28W4/0	<u>Working Interest</u> Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	LOR: 17% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod to Prairiesky 100%; by Pt Loma 100%
M00433 Spady, S Feb 02/04 14.28570%	39-28W4M: ptn SE25 (1/7 min int) easterly 1000 ft PNG from base Edmonton to base Mannville Excluding 100/14-25-039- 28W4/0 wellbore and production therefrom	100/02-25-039- 28W4/0	<u>Working Interest</u> Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	LOR: 17% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod to Prairiesky 100%; by Pt Loma 100%
M00434 Paget, L Jan 30/04 14.28570%	39-28W4M: ptn SE25 (1/7 min int) easterly 1000 ft PNG from base Edmonton to base Mannville Excluding 100/14-25-039- 28W4/0 wellbore and production therefrom	100/02-25-039- 28W4/0	<u>Working Interest</u> Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	LOR: 17% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod to Prairiesky 100%; by Pt Loma 100%
M00435 Paget, L Jan 30/04 14.28570%	39-28W4M: ptn SE25 (1/7 min int) easterly 1000 ft PNG from base Edmonton to base Mannville	100/02-25-039- 28W4/0	<u>Working Interest</u> Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	LOR: 17% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod

Area Name				
File No. Lessor Lease Date Mineral Interest	Land Description Mineral Rights/Zones	Well UWI	Working Interest %	Burdens
	Excluding 100/14-25-039-28W4/0 wellbore and production therefrom			to Prairiesky 100%; by Pt Loma 100%
M00436 Johnston, C Jan 28/04 14.28570%	39-28W4M: ptn SE25 (1/7 min int) easterly 1000 ft PNG from base Edmonton to base Mannville Excluding 100/14-25-039-28W4/0 wellbore and production therefrom	100/02-25-039-28W4/0	<u>Working Interest</u> Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	LOR: 17% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod to Prairiesky 100%; by Pt Loma 100%
M00437 Johnston, G Jan 30/04 14.28570%	39-28W4M: ptn SE25 (1/7 min int) easterly 1000 ft PNG from base Edmonton to base Mannville Excluding 100/14-25-039-28W4/0 wellbore and production therefrom	100/02-25-039-28W4/0	<u>Working Interest</u> Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	LOR: 17% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod to Prairiesky 100%; by Pt Loma 100%
M00438 Johnston, E (now 50% Simpson, D 50% Saxinger, S as Joint Tenants Feb 05/04 14.2857142%	39-28W4M: ptn SE25 (1/7 min int) easterly 1000 ft PNG from base Edmonton to base Mannville Excluding 100/14-25-039-28W4/0 wellbore and production therefrom	100/02-25-039-28W4/0	<u>Working Interest</u> Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	LOR: 17% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod to Prairiesky 100%; by Pt Loma 100%
M00442 Cupid, G Oct 01/06 11.1111000%	39-28W4M: ptn SE25 (1/9 min int) excluding easterly 1000 ft PNG from base Edmonton to base Mannville	100/02-25-039-28W4/0	<u>Working Interest</u> Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	LOR: 18% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod

Area Name				
File No. Lessor Lease Date Mineral Interest	Land Description Mineral Rights/Zones	Well UWI	Working Interest %	Burdens
	Excluding 100/14-25-039-28W4/0 wellbore and production therefrom			to Prairiesky 100%; by Pt Loma 100%
M00446 Hueppelshauer, DG Oct 04/06 11.1111000%	39-28W4M: ptn SE25 (1/9 min int) excluding easterly 1000 ft PNG from base Edmonton to base Mannville Excluding 100/14-25-039-28W4/0 wellbore and production therefrom	100/02-25-039-28W4/0	<u>Working Interest</u> Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	LOR: 18% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod to Prairiesky 100%; by Pt Loma 100%
M00450 Hueppelshauer, DM Oct 03/06 33.3333000%	39-28W4M: ptn SE25 (1/3 min int) PNG from base Edmonton to base Mannville Excluding 100/14-25-039-28W4/0 wellbore and production therefrom	100/02-25-039-28W4/0	<u>Working Interest</u> Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	LOR: 18% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod to Prairiesky 100%; by Pt Loma 100%
M00454 Hueppelshauer, LO Oct 01/06 11.1111000%	39-28W4M: ptn SE25 (1/9 min int) PNG from base Edmonton to base Mannville Excluding 100/14-25-039-28W4/0 wellbore and production therefrom	100/02-25-039-28W4/0	<u>Working Interest</u> Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	LOR: 18% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod to Prairiesky 100%; by Pt Loma 100%
M00458 Hueppelshauer, LM & Mand, KA, as Joint Tenants 11.1111000%	39-28W4M: ptn SE25 (1/9 min int) PNG from base Edmonton to base Mannville Excluding 100/14-25-039-28W4/0 wellbore and production therefrom	100/02-25-039-28W4/0	<u>Working Interest</u> Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	LOR: 18% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod to Prairiesky 100%; by Pt Loma 100%
M00460			<u>Working Interest</u>	LOR: 18%

Area Name				
File No. Lessor Lease Date Mineral Interest	Land Description Mineral Rights/Zones	Well UWI	Working Interest %	Burdens
Feagan, EA Oct 04/06 11.1111000%	39-28W4M: ptn SE25 (1/9 min int) PNG from base Edmonton to base Mannville Excluding 100/14-25-039-28W4/0 wellbore and production therefrom	100/02-25-039-28W4/0	Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod to Prairiesky 100%; by Pt Loma 100%
M00464 Siegfried, J Oct 02/06 11.1111000%	39-28W4M: ptn SE25 (1/9 min int) PNG from base Edmonton to base Mannville Excluding 100/14-25-039-28W4/0 wellbore and production therefrom	100/02-25-039-28W4/0	<u>Working Interest</u> Pt Loma 100% <u>Rental Interest</u> Pt Loma 50% NAL 50%	LOR: 18% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 100% prod to Prairiesky 100%; by Pt Loma 100%
M00399 Pr Sky Rlty Jun 01/15 100%	40-28W4M: SE13 Petroleum in Mannville LEASE DEEMED DEAD BY PR SKY RLTY	100/08-13-040-28W4/0	Pt Loma 100%	LOR: 25.0% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100%
M00400 Pr Sky Rlty Jun 01/15 100%	40-28W4M: SW13 Petroleum in Mannville LEASE DEEMED DEAD BY PR SKY RLTY	100/03-13-040-28W4/0 100/03-13-040-28W4/2	Pt Loma 100%	LOR: 25.0% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100%
M00496 Pr Sky Rlty Sep 22/08 100%	43-01W5M: ptn NW03 Petroleum in Ellerslie LEASE DEEMED DEAD BY PR SKY RLTY	100/14-03-043-01W5/0	<u>Pooled WI</u> Pt Loma 35.09375% Bonavista 29.8125% Eagle 35.09375% <u>Rental Interest</u> Pt Loma 35% Bonavista 30% Eagle 35%	LOR: 25.0% GOR: 2.5% on 35.09375% prod to Source Rock 100%; by Pt Loma 100%
M00491-2 408030204	43-01W5M: SW03 (ptn designated as Lake No. 3)	100/06-03-043-01W5/0	<u>Pooled WI</u> Pt Loma 38.375%	LOR: Crn S/S **

Area Name				
File No. Lessor Lease Date Mineral Interest	Land Description Mineral Rights/Zones	Well UWI	Working Interest %	Burdens
Mar 06/08 100%	Petroleum in Ellerslie		Bonavista 23.25% Eagle 38.375% <u>Rental Interest</u> ** Pt Loma 50% Eagle 50%	GOR: 15% on 100% prod to Cona 100%; by Pt Loma 50%, Eagle 50% GOR: 2.5% on 38.375% prod to Source Rock 100%; by Pt Loma 100%
M00474 Pr Sky Rlty formerly Fair, D Aug 26/06 100% - - -	40-28W4M: ptn NW13 (64.7 ha) Natural Gas only Surface to Basement - LEASE DEEMED DEAD BY PR SKY RLTY - -	100/04-13-040- 28W4/0 - - - - - - -	Pt Loma 100% - - - - - - - -	LOR: 16.0% - GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% - GOR: 12.5% on 10% prod to Pr Sky Rlty 100%; by PLX 100% -
M00402 Pr Sky Rlty Jun 01/15 100% -	40-28W4M: ptn 13 (195.942 ha) Mannville Natural Gas only LEASE DEEMED DEAD BY PR SKY RLTY -	100/04-13-040- 28W4/0 - - - - -	Pt Loma 100% - - - - -	LOR: 20.0% - GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100% -
M00430-2 403030271 Mar 06/03 100%	40-28W4M: 11 only 100/10-11-040-28W4/0 wellbore and production therefrom (Ellerslie oil well)	100/10-11-040- 28W4/0	Pt Loma 60.0% Ft Calgary 35.0% Area 2 5.0%	LOR: Cm S/S GOR: 2.5% on 60% prod to Source Rock 100%; by Pt Loma 1005 GOR: 15% on 100% prod to Rivera 50%, Source Rock 35%, Pt Loma 15% by Pt Loma 60%, Area 2 5%, Ft Calgary 35%
M00513-2 33854 Feb 05/74 100%	41-03W5M: 36 PNG Base Ostracod to Base Jurassic Excl 102/10-36-041-03W5 Penalty wellbore and production therefrom	100/10-36-041- 03W5/0	Pt Loma 2.559375% Pt Loma 1.096875% (Silent) Caledonian 3.9375% Firenze 3.65625% Journey 88.75%	LOR: Cm S/S GOR: 2.5% on 3.65625% prod to Source Rock 100%; by Pt Loma 100%

Area Name				
File No. Lessor Lease Date Mineral Interest	Land Description Mineral Rights/Zones	Well UWI	Working Interest %	Burdens
M00513-3 33854 Feb 05/74 100%	41-03W5M: 36 Only 102/10-36-041-03W5 Penalty wellbore and production therefrom	102/10-36-041-03W5/0	<u>BPP (Current)</u> Pt Loma 2.6708150% Pt Loma 1.1446350% (Silent) Caledonian 0% (Penalty) Firenze 3.81545% Journey 92.3691% <u>APP</u> Pt Loma 2.559375% Pt Loma 1.096875% (Silent) Caledonian 3.9375% Firenze 3.65625% Journey 88.75%	LOR: Crn S/S GOR: 2.5% on 3.81545% prod to Source Rock 100%; by Pt Loma 100%
M00411 499030408 Mar 18/99 100%	45-01W5M: N14, Lsd1 & 8 PNG to Base Mannville M00411 & M00412 are pooled C00185	100/04-14-045-01W5/0	<u>Pooled WI</u> Pt Loma 50% NAL 50% <u>Pre-Pooled / Rental **</u> Pt Loma 100%	LOR: Crn S/S ** GOR: 2.5% on 50% prod to Source Rock 100%; by Pt Loma 100%
M00412 26889 Jan 31/72 100%	45-01W5M: SW14, Lsd 2 & 7 PNG to Base Mannville M00411 & M00412 are pooled C00185	100/04-14-045-01W5/0	<u>Pooled WI</u> Pt Loma 50% NAL 50% <u>Pre-Pooled / Rental **</u> Pt Loma 100%	LOR: Crn S/S ** GOR: 2.5% on 50% prod to Source Rock 100%; by Pt Loma 100%
M00427-4 400050460 May 18/00 100%	42-03W5M: 06 PNG in Ellerslie	100/12-06-042-03W5/02	Pt Loma 53.333% Pt Loma 6.250% (Silent) Coastal 18.750% Bonavista 16.667% Area 2 5.000%	LOR: Crn S/S 15% GOR to Conoco (no deductions) GOR: 2.5% on 59.583% prod to Source Rock 100%; by Pt Loma 100% GOR: 15% on 50% prod

Area Name				
File No. Lessor Lease Date Mineral Interest	Land Description Mineral Rights/Zones	Well UWI	Working Interest %	Burdens
				to Cenovus 100%; by Pt Loma 66.5%, Pt Loma 28.5% (silent), Area 2.5%
M00413 404080460 Aug 19/04 100%	45-02W5M: 04 PNG in Lower Mannville (Ellerslie?)	100/04-04-045-02W5/0	Pt Loma 100%	LOR: Crn S/S GOR: 2.5% on 1005 prod to Source Rock 100%; by Pt Loma 100%
M00478 405120574 Dec 15/05 100%	39-28W4M: 24 Base Edmonton to Base Mannville excl CBM	100/10-24-039-28W4/0	Pt Loma 100%	LOR: Crn S/S GOR: 12.5% on 100% prod to Freehold Roy 100%; by Pt Loma 100% GOR: 2.5% on 100% prod to Source Rock 100%; by Pt Loma 100%
M00497 EnCana Sep 22/08 100% LEASE SURRENDERED Sep 22/19	43-01W5M: SE3 Petroleum only in Ellerslie	100/08-03-043-01W5/0	Pt Loma 35.0% * Bonavista 30.0% Eagle 25.0%	LOR: 25% GOR: 2.5% on 35% prod to Source Rock 100%; by Pt Loma 100%
M00532 5496050091 May 27/96 100%	54-18W5M: SE35 PNG in Cardium Excluding 100/08-35-054-18W5 wellbore	100/16-35-054-18W5/0	<u>Pooled WI</u> Pt Loma 20% Long Run 80% <u>Pre-Pooled **</u> Long Run 100%	LOR: Crn S/S ** GOR 2.5% on 20% to Source Rock 100%; by Pt Loma 100%
- M00498 Pr Sky Rlty Sep 22/08 100% - - -	- 43-01W5M: SW3 (ptn) Petroleum in Ellerslie LEASE DEEMED DEAD BY PR SKY RLTY - - -	- 100/06-03-043-01W5/0 - - -	- <u>Pooled WI</u> Pt Loma 38.375% Bonavista 23.25% Eagle 38.375% <u>Rental Interest</u> ** Pt Loma 35%	LOR: 25% ** - GOR: 2.5% on 38.375% prod to Source Rock 100%; by Pt Loma 100% - -

Area Name File No. Lessor Lease Date Mineral Interest	Land Description Mineral Rights/Zones	Well UWI	Working Interest %	Burdens
-	-	-	- Bonavista 30%	-
-	-	-	- Eagle 35%	-
-	-	-	-	-

Part 2 (a) Wells

#	Area Name	License	UWI	Surface Location	Status	Formation	Licensee	Working Interest
1	Fir	0139207	100/14-23-058-21W5/00	13-23-058-21W5	Oil	Cardium	Point Loma Resources Ltd.	80%
2	Thorsby	0477862	103/11-18-049-01W5/00	11-18-049-01W5	Gas	Glauconitic	Point Loma Resources Ltd.	100%
3	Thorsby	0477862	103/11-18-049-01W5/02	11-18-049-01W5			Point Loma Resources Ltd.	100%
4	Pine Creek	0448870	100/03-35-054-18W5/00	03-01-055-18W5	Oil	Cardium	Long Run	40%
5	Pine Creek	0465291	100/16-35-054-18W5/00	16-26-054-18W5	Oil	Cardium	Long Run	20%
6	Pine Creek	0446093	100/13-36-054-18W5/00	16-26-054-18W5	Oil	Cardium	Long Run	40%
7	Pine Creek	0207381	102/05-07-055-17W5/03	05-07-055-17W5	Suspended Gas	Rock Creek	Velvet Energy Ltd.	BPO: 25% APO: 62.5%
8	Pine Creek	0433560	103/05-07-055-17W5/00	09-07-055-17W5	Oil	Cardium	Point Loma Resources Ltd.	100%
9	Pine Creek	0416904	100/10-08-055-17W5/00	10-08-055-17W5	Gas	Rock Creek	Point Loma Resources Ltd.	100%
10	Greater Gilbby	397734	100/02-25-039-28W4/00	02-25-039-28W4	Oil	Ellerslie	Point Loma Resources Ltd.	100%
11	Greater Gilbby	0374624	100/10-11-040-28W4/00	10-11-040-28W4	Oil	Ellerslie	Point Loma Resources Ltd.	60%
12	Greater Gilbby	0376832	100/03-13-040-28W4/02	03-13-040-28W4	Oil	Ellerslie	Point Loma Resources Ltd.	100%
13	Greater Gilbby	0376832	100/03-13-040-28W4/00	03-13-040-28W4	Drilled & Cased	Banff	Point Loma Resources Ltd.	100%
14	Greater Gilbby	0399657	100/04-13-040-28W4/00	04-13-040-28W4	Gas	Ellerslie	Point Loma Resources Ltd.	100%
15	Greater Gilbby	0396669	100/08-13-040-28W4/00	08-13-040-28W4	Oil	Ellerslie	Point Loma Resources Ltd.	100%
16	Greater Gilbby	0414260	100/06-03-043-01W5/00	11-03-043-01W5	Oil	Ellerslie	Point Loma Resources Ltd.	38.38%
17	Greater Gilbby	0404077	100/08-03-043-01W5/00	05-02-043-01W5	Suspended Oil	Ellerslie	Point Loma Resources Ltd.	35.00%
18	Greater Gilbby	0400295	100/14-03-043-01W5/00	14-03-043-01W5	Oil	Ellerslie	Point Loma Resources Ltd.	35.09%
19	Greater Gilbby	0402202	100/10-24-039-28W4/00	08-24-039-28W4	Susp. Gas	Ellerslie	Point Loma Resources Ltd.	100%
20	Greater Gilbby	0354792	100/12-06-042-03W5/02	12-06-042-03W5	Gas	Ellerslie	Point Loma Resources Ltd.	59.58%
21	Greater Gilbby	0318198	100/04-04-045-02W5/00	04-04-045-02W5	Gas	Ellerslie	Point Loma Resources Ltd.	100%
22	Greater Gilbby	0181145	100/10-36-041-03W5/00	10-36-041-03W5	Gas	Fernie,Nord	Journey	3.66%
23	Greater Gilbby	0308931	102/10-36-041-03W5/00	10-36-041-03W5	Gas	Ellerslie	Journey	3.81%
24	Greater Gilbby	0228018	100/04-14-045-01W5/00	04-14-045-01W5	Gas	Glauc,Ellers	Tamarack	50%

Part 2 (b) Facilities

#	AREA NAME	LOCATION	FACILITY ID	TYPE	LICENSE #	LICENSEE
1	Fir	13-23-058-21W5	ABBT0040660	CRUDE OIL SINGLE-WELL BATTERY	W 139207	POINT LOMA RESOURCES LTD.
2	Thorsby	11-18-049-01W5	ABBT0146616	GAS SINGLE-WELL BATTERY	W477862	POINT LOMA RESOURCES LTD.
3	Pine Creek	09-07-055-17W5	ABBT0117099	CRUDE OIL SINGLE-WELL BATTERY	W433560	POINT LOMA RESOURCES LTD.
4	Pine Creek	10-08-055-17W5	ABBT0142958	GAS SINGLE WELL BATTERY	W416904	POINT LOMA RESOURCES LTD.
5	Greater Gilbby	02-25-039-28W4	ABBT0098600	GAS SINGLE WELL BATTERY	W397734	POINT LOMA RESOURCES LTD.
6	Greater Gilbby	10-11-040-28W4	ABBT0117717	CRUDE OIL MULTIWELL PRORATION BATTERY	F42840	POINT LOMA RESOURCES LTD.
7	Greater Gilbby	05-02-043-01W5	ABBT0101003	GAS MULTIWELL BATTERY	F40576	POINT LOMA RESOURCES LTD.
8	Greater Gilbby	05-02-043-01W5	ABBT0101005	CRUDE OIL MULTIWELL BATTERY	F40576	POINT LOMA RESOURCES LTD.
9	Greater Gilbby	05-02-043-01W5	ABBT0114329	CRUDE OIL MULTIWELL PRORATION BATTERY	F40576	POINT LOMA RESOURCES LTD.
10	Greater Gilbby	05-02-043-01W5	ABGS0115652	GAS GATHERING SYSTEM	F40576	POINT LOMA RESOURCES LTD.
11	Greater Gilbby	03-13-040-28W4	ABBT0114318	CRUDE OIL MULTIWELL PRORATION BATTERY	F42854	POINT LOMA RESOURCES LTD.
12	Greater Gilbby	08-24-039-28W4	ABBT0100337	GAS SINGLE WELL BATTERY	W402202	POINT LOMA RESOURCES LTD.
13	Greater Gilbby	12-06-042-03W5	ABBT0112631	GAS SINGLE WELL BATTERY	W354792	POINT LOMA RESOURCES LTD.

Part 2 (c) Pipelines

#	Area Name	LICENSE	LINE	STATUS	SUBS.	FROM LSD	TO LSD	LENG TH (KM)	DIAMETER (mm)	LICENSEE
1	Fir	45696	1	Operating	NG	13-23-058-21W5	10-23-058-21W5	0.89	88.9	POINT LOMA
2	Thorsby	59336	1	Operating	OE	11-18-049-01W5	01-07-049-01W5	3.06	124	POINT LOMA
3	Pine Creek	39400	14	Operating	NG	05-07-055-17W5	06-19-055-17W5	4.63	114.3	VELVET ENERGY LTD.
4	Pine Creek	46502	18	Operating	NG	06-19-055-17W5	07-25-055-17W5	1.94	114.3	VELVET ENERGY LTD.
5	Pine Creek	47979	1	Discontiued	NG	07-25-055-17W5	06-19-055-17W5	1.94	88.9	VELVET ENERGY LTD.
6	Pine Creek	46502	19	Operating	NG	11-30-055-17W5	07-25-055-17W5	1.39	168.3	VELVET ENERGY LTD.
7	Pine Creek	46502	17	Operating	NG	11-30-055-17W5	10-30-055-17W5	0.22	114.3	VELVET ENERGY LTD.
8	Pine Creek	57733	1	Operating	NG	10-08-055-17W5	13-05-055-17W5	1.70	114.3	POINT LOMA
9	Pine Creek	57733	2	Operating	NG	09-07-055-17W5	05-07-055-17W5	1.06	114.3	POINT LOMA
10	Greater Gilby	50276	1	Operating	NG	14-25-039-28W4	14-26-039-28W4	1.60	114.3	POINT LOMA
11	Greater Gilby	50276	2	Operating	NG	02-25-039-28W4	14-25-039-28W4	1.46	114.3	POINT LOMA
12	Greater Gilby	60336	3	Operating	NG	10-11-040-28W4	06-11-040-28W4	0.58	114.3	POINT LOMA
13	Greater Gilby	60336	4	Operating	NG	06-11-040-28W4	14-26-039-28W4	4.90	114.3	POINT LOMA
14	Greater Gilby	60336	6	Operating	NG	03-13-040-28W4	10-11-040-28W4	2.00	114.3	POINT LOMA
15	Greater Gilby	54465	1	Operating	OE	08-13-040-28W4	03-13-040-28W4	1.20	114.3	POINT LOMA
16	Greater Gilby	51169	3	Operating	OE	11-03-043-01W5	14-03-043-01W5	0.43	88.9	POINT LOMA
17	Greater Gilby	51169	4	Operating	OE	14-03-043-01W5	05-02-043-01W5	2.51	114.3	POINT LOMA
18	Greater Gilby	51202	1	Operating	NG	08-24-039-28W4	12-13-039-28W4	2.3	88.9	POINT LOMA
19	Greater Gilby	54291	1	Operating	FG	07-05-045-02W5	04-04-045-02W5	0.73	60.3	POINT LOMA
20	Greater Gilby	44316	1	Operating	NG	04-04-045-02W5	07-05-045-02W5	0.73	88.9	POINT LOMA
21	Greater Gilby	41014	1	Operating	NG	07-05-045-02W5	16-18-045-02W5	5.15	88.9	POINT LOMA

Schedule "C"

Claims

Schedule "D"

Permitted Encumbrances

Permitted Encumbrances consist of the following (with capitalized terms having the definitions given to them in the Sale Agreement, unless otherwise defined in this Order):

- (i) all Encumbrances, including any overriding royalties, net profits interests and other burdens, which are provided for under the Title Documents;
- (ii) the terms and conditions of the Assumed Contracts and the Title Documents, including ROFRs, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (iii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Laws to terminate any Title Document;
- (iv) easements, rights of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (v) rights of general application reserved to or vested in any Governmental Authority to levy taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (vi) agreements for the sale, processing, transmission or transportation of Petroleum Substances entered into by the Debtor, or the Vendor for and on behalf of the Debtor, subsequent to the date of this Agreement, provided that such agreements are terminable without penalty or cost on 31 days' or less notice;
- (vii) any obligation of the Vendor or the Debtor to hold any portion of their interest in and to any of the Assets in trust for Third Parties provided that such obligations are indicated on a Schedule to this Agreement;
- (viii) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Assets in any manner, including governmental requirements imposed by statute or Governmental Authorities as to rates of production from operations or otherwise affecting recoverability of Petroleum Substances;
- (ix) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards the Vendor's or the Debtor's share of the costs and expenses thereof which are not due or delinquent as of the date hereof;

- (x) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xi) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations;
- (xii) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority; and
- (xiii) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets as regards the Vendor's or the Debtor's share of amounts owing to such public utility, municipality or Governmental Authority which are not due or delinquent as of the date hereof;

provided that in no circumstance shall any amounts owing by the Debtor, or the Vendor for and on behalf of the Debtor, to a Governmental Authority prior to the Closing Date in respect of taxes on linear or non linear property (as defined in the *Municipal Government Act* (Alberta)) be a Permitted Encumbrance.

SCHEDULE "D"

CLERK'S STAMP

COURT FILE NUMBER 2001-06930
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT ORPHAN WELL ASSOCIATION
RESPONDENT POINT LOMA RESOURCES LTD.
DOCUMENT **ORDER**
(Sealing and Approving Receiver's Actions)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Keely Cameron
Telephone No.: 403-298-3324
Fax No.: 403-265-7219
Email: cameronk@bennettjones.com
Client File No.: 068775.0003

DATE ON WHICH ORDER WAS PRONOUNCED: Monday, April 26, 2021
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice R. A. Neufeld
LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION of BDO Canada Limited, in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of Point Loma Resources Ltd. ("**Point Loma**" or "**Debtor**");

AND UPON HAVING READ the Application of the Receiver, the Second Report of the Receiver dated April 19 2021 (the "**Second Report**"), and the Confidential Supplement to the First Report dated April 19, 2021 (the "**Confidential Supplement**"), unfiled; **AND UPON** hearing counsel for the Receiver and other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

SEALING OF CONFIDENTIAL EXHIBIT

2. The Confidential Supplement shall be sealed on the Court file and shall not form part of the public record, until the Receiver's discharge.
3. The Clerk of this Honourable Court shall file the Confidential Supplement in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY BDO CANADA LIMITED, IN ITS CAPACITY AS THE RECEIVER OF THE ASSETS, PROPERTY, AND UNDERTAKINGS OF POINT LOMA RESOURCES LTD.; and

THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE JUSTICE R.A. NEUFELD ON OR ABOUT APRIL 26, 2021 IN ACTION NO. 2001-06930.

4. The Receiver is empowered and authorized, but not directed, to provide the Confidential Supplement (or any portion thereof, or information contained therein) to any interested party, entity or person that the Receiver considers reasonable in the circumstances subject to confidentiality arrangements satisfactory to the Receiver.

APPROVAL OF ACTIONS OF RECEIVER

5. The actions of the Receiver as reported in the Second Report are hereby approved.

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SERVICE OF ORDER

6. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery, courier, or regular mail. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
7. Service of this Order on any party not attending this application is hereby dispensed with.

Justice of the Court of Queen's
Bench of Alberta

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