

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 Summerland Energy 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: Tuesday, February 23, 2021

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Madam Justice K. M. EIDSVIK

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 Summerland Energy Inc. (the "**Purchaser**") dated February 11, 2021, (the "**Sale Agreement**") and appended to the Confidential Supplement dated February 16, 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 First Report of the Receiver dated February 16, 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 February 23, 2021 (the "**Vesting Order**"), the Court approved the Transaction (as defined in the Vesting Order) between the Receiver and Summerland Energy Inc. (the "**Purchaser**") dated as of February 11, 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".

Attachments to Schedule "B"

PART 1 – LANDS

Crown Lease Agreement Number	Point Loma File Number	Lands	Point Loma Working Interest	Rights	Encumbrances
5497100192	M01066	Twp 55 Rge 7 W5M : NW 29	100	PNG from TOP SURFACE to BASE MANNVILLE excl CBM	CSS 2.5% NC GOR on 20% prod
0509010131	M01038	Twp 55 Rge 7 W5M: NE 30 excl 8-31 wellbore	80	PNG from TOP MANNVILLE to BASE MANNVILLE	CSS 2.5% NC GOR on 100% prod 7.0% NC GOR on 100% prod
0509010131	M01038	Twp 55 Rge 7 W5M: NE 30 8-31 wellbore	100	PNG from TOP MANNVILLE to BASE MANNVILLE	CSS 2.5% NC GOR on 100% prod 7.0% NC GOR on 100% prod
5409100375	M00932	Twp 55 Rge 7 W5M: 31	100	PNG from TOP MANNVILLE to BASE MANNVILLE	CSS 2.5% NC GOR on 100% prod 6.0% NC GOR on 100% prod
0597040236	M01067	Twp 55 Rge 7 W5M : 32 excl 02/1-32 and 1-32 wellbores	100	PNG from TOP SURFACE to BASE MANNVILLE excl CBM	CSS 2.5% NC GOR on 20% prod
0597040236	M01067	Twp 55 Rge 7 W5M: 32 102/1-32 wellbore	100 APO	PNG from TOP SURFACE to BASE MANNVILLE excl CBM	CSS 2.5% NC GOR on 100% prod
0597040236	M01067	Twp 55 Rge 7 W5M: 32 100/1-32 wellbore	100 APP	PNG from TOP SURFACE to BASE MANNVILLE excl CBM	CSS 2.5% NC GOR on 100% prod
0507070449	M00370	Twp 56 Rge 7 W5M: 4	100	PNG from TOP SURFACE to BASE	CSS

Crown Lease Agreement Number	Point Loma File Number	Lands	Point Loma Working Interest	Rights	Encumbrances
				MANNVILLE	
0511050342	M01052	Twp 56 Rge 7 W5M: N5	100	PNG from TOP MANNVILLE to BASE MANNVILLE	CSS 2.5% NC GOR on 100% prod
0595030612	M00914	Twp 55 Rge 8 W5M: 15	100	PNG from TOP SURFACE to BASE NORDEGG	CSS 2.5% NC GOR on 100% prod
0595080624	M01049	Twp 55 Rge 8 W5M: 4	65 APP	PNG from TOP SURFACE to BASE NORDEGG	CSS 2.5% NC GOR on 65% prod
5495090111	M00227	Twp 56 Rge 7 W5M: 31	100	PNG from TOP SURFACE to BASE NORDEGG	CSS
0519030073	M00669	Twp 56 Rge 8 W5M: SE 32 excl 7-32 wellbore	100	PNG from TOP SURFACE to BASE BANFF	CSS 1.0% NC GOR on 100% prod
0519030073	M00669	Twp 56 Rge 8 W5M: SE 32 7-32 wellbore	66.67	PNG from TOP SURFACE to BASE BANFF	CSS 1.0% NC GOR on 100% prod
5404040707	M00924	Twp 56 Rge 9 W5M: N&SW2	66.67	PNG from TOP SURFACE to BASE NORDEGG	CSS 2.5% NC GOR on 66.67% prod
0597120230	M00920	Twp 57 Rge 9 W5M: 3	40	PNG from TOP SURFACE to BASE NORDEGG	CSS 2.5% NC GOR on 40% prod
5497040081	M00965	Twp 56 Rge 10W5M: 23	100	PNG from BASE MANNVILLE to BASE NORDEGG	CSS 2.5% NC GOR on 100% prod

Crown Lease Agreement Number	Point Loma File Number	Lands	Point Loma Working Interest	Rights	Encumbrances
0519120032	M00671	Twp 56 Rge 10 W5M: NW 24	100	ALL PNG	CSS
0586020328	M00921	Twp 57 Rge 9 W5M: 10 excl 16-10 wellbore	40	PNG from TOP SURFACE to BASE NORDEGG	CSS 2.5% NC GOR on 40% prod
0586020328	M00921	Twp 57 Rge 9 W5M: 10 16-10 wellbore	80	PNG from TOP SURFACE to BASE NORDEGG	CSS 2.5% NC GOR on 100% prod
21631	M00905	Twp 54 Rge 8 W5M: 12	100	PNG from TOP SURFACE to BASE NORDEGG	CSS 2.5% NC GOR on 100% prod S/S (5-15%)NC GOR on 100% prod
37586	M00960	Twp 58 Rge 10 W5M: 10	23.176	PNG from TOP SURFACE to BASE NORDEGG	CSS 2.5% NC GOR on 23.167% prod
37586	M00960	Twp 58 Rge 10 W5M: 3	23.176	PNG from TOP SURFACE to BASE NORDEGG	CSS 2.5% NC GOR on 23.167% prod
0585090109	M00966	Twp 57 Rge 9 W5M: 29 excl 6-29	88.68	PNG from TOP SURFACE to BASE NORDEGG	CSS 2.5% NC GOR on 88.68% prod
0585080381	M00936	Twp 57 Rge 9 W5M: 28 excl 4-28 wellbore	100	PNG from TOP NORDEGG to BASE NORDEGG excl CBM	CSS 2.5% NC GOR on 100% prod S/S (5-15%)NC GOR on 100% prod

Crown Lease Agreement Number	Point Loma File Number	Lands	Point Loma Working Interest	Rights	Encumbrances
0591040348	M01148	Twp 73 Rge 10 W6M: E24	100	PNG from SURFACE to BASE CHARLIE LAKE	CSS 2.5% NC GOR on 100% prod 10.0% NC GOR on 100% prod
22178	M00330	Twp 68 Rge 2 W5M: 30	83.33%	PNG from SURFACE to base MANNVILLE	CSS
0417020122	M00352	Twp 65 Rge 26 W4M: 18	100	ALL PNG	CSS
0595040193	M01152	Twp 64 Rge 14 W5M: 26	100	PNG from SURFACE to BSAE BLUESKY-BULLHEAD excl CBM in Mannviile	CSS 2.5% NC GOR on 100% prod

PART 2 – WELLS, FACILITIES & TANGIBLES

WELL LIST

License	UWI	Status	Formation	Licensee	WI%
0213058	100/14-29-055-07W5/0	Abandoned Zone		POINT LOMA RESOURCES LTD.	100%
0213058	100/14-29-055-07W5/2	Oil	Ostracod	POINT LOMA RESOURCES LTD.	100%
0468554	100/04-31-055-07W5/0	Drilled & Cased		POINT LOMA RESOURCES LTD.	100%
0469050	100/05-31-055-07W5/0	Drilled & Cased		POINT LOMA RESOURCES LTD.	100%
0435748	100/08-31-055-07W5/0	Suspended Oil	Ostracod	POINT LOMA RESOURCES LTD.	100%
0461593	100/12-31-055-07W5/0	Oil	Ostracod	POINT LOMA RESOURCES LTD.	100%
0450236	100/01-32-055-07W5/0	Oil	Ostracod	POINT LOMA RESOURCES LTD.	100%
0485062	102/01-32-055-07W5/0	Abandoned		POINT LOMA RESOURCES LTD.	100%
0213100	100/06-32-055-07W5/0	Abandoned Zone	Nordegg	POINT LOMA RESOURCES LTD.	100%
0213100	100/06-32-055-07W5/2	Oil	Ostracod	POINT LOMA RESOURCES LTD.	100%
0221520	100/14-32-055-07W5/3	Suspended Gas	Glauconitic	POINT LOMA RESOURCES LTD.	100%
0207248	100/15-32-055-07W5/0	Oil	Ostracod	POINT LOMA RESOURCES LTD.	100%
0452312	100/02-04-056-07W5/0	Suspended Oil	Ostracod	POINT LOMA RESOURCES LTD.	100%
0457871	100/12-04-056-07W5/0	Suspended Oil	Ostracod	POINT LOMA RESOURCES LTD.	100%
0444504	100/01-05-056-07W5/0	Oil	Ostracod	POINT LOMA RESOURCES LTD.	100%

License	UWI	Status	Formation	Licensee	WI%
0449401	100/08-05-056-07W5/0	Oil	Ostracod	POINT LOMA RESOURCES LTD.	100%
0454683	100/12-05-056-07W5/0	Suspended Oil	Ostracod	POINT LOMA RESOURCES LTD.	100%
0177889	100/14-15-055-08W5/0	Suspended Oil	Nordegg	POINT LOMA RESOURCES LTD.	100%
0181944	100/07-15-055-08W5/0	Abandoned Zn	Nordegg	POINT LOMA RESOURCES LTD.	100%
0180603	100/16-15-055-08W5/0	Suspended Gas	Nordegg	POINT LOMA RESOURCES LTD.	100%
0182008	100/11-04-055-08W5/0	Abandoned Zn	Nordegg	POINT LOMA RESOURCES LTD.	65%
0226237	100/10-31-056-07W5/0	Suspended Gas	Nordegg	POINT LOMA RESOURCES LTD.	100%
0021926	100/07-32-056-08W5/2	Suspended Gas	Jurassic,Rundle	POINT LOMA RESOURCES LTD.	66.67%
0389631	100/05-02-056-09W5/2	Suspended Gas	Nordegg	POINT LOMA RESOURCES LTD.	66.67%
0234537	100/12-03-057-09W5/0	Drilled & Cased		POINT LOMA RESOURCES LTD.	40%
0205514	100/09-23-056-10W5/0	Suspended Gas	Nordegg	POINT LOMA RESOURCES LTD.	100%
0216268	100/13-24-056-10W5/2	Suspended Oil	Glauconitic	POINT LOMA RESOURCES LTD.	100%
0125389	100/16-10-057-09W5/0	Suspended Gas	Nordegg	POINT LOMA RESOURCES LTD.	80%
0065791	100/11-12-054-08W5/0	Suspended Gas	Nordegg	POINT LOMA RESOURCES LTD.	100%
0379564	102/11-12-054-08W5/0	Suspended Gas	Nordegg	POINT LOMA RESOURCES LTD.	100%
0234169	100/03-29-057-09W5/0	Suspended Gas	Nordegg	POINT LOMA	88.68%

License	UWI	Status	Formation	Licensee	WI%
				RESOURCES LTD.	
0124961	100/06-28-057-09W5/2	Suspended Gas	Nordegg	POINT LOMA RESOURCES LTD.	100%
0104971	100/07-03-058-10W5/0	Suspended Gas	Nordegg	POINT LOMA RESOURCES LTD.	23%
0192857	100/04-10-058-10W5/0	Suspended Gas	Nordegg	POINT LOMA RESOURCES LTD.	23%
0185587	100/08-24-073-10W6/2	Oil	Dunvegan	POINT LOMA RESOURCES LTD.	100%
0035611	100/10-30-068-02W5/0	Suspended Gas	Ellerslie	POINT LOMA RESOURCES LTD.	83%
0398261	100/15-15-067-26W4/0	Abandoned		POINT LOMA RESOURCES LTD.	100%
361531	100/14-18-065-26W4/3	Drilled and Cased		POINT LOMA RESOURCES LTD.	100%
0231104	100/03-26-064-14W5/0	Suspended Gas	Gething	POINT LOMA RESOURCES LTD.	100%

PIPELINES

License Number	Line Number	Licensee Name	Status	From Location	To Location
31823	1	POINT LOMA RESOURCES LTD.	Discontinued	06-32-055-07W5	15-32-055-07W5
31823	2	POINT LOMA RESOURCES LTD.	Operating	15-32-055-07W5	04-07-056-07W5
31824	1	POINT LOMA RESOURCES LTD.	Operating	14-29-055-07W5	15-32-055-07W5
31824	2	POINT LOMA RESOURCES LTD.	Operating	06-32-055-07W5	07-32-055-07W5
54471	1	POINT LOMA RESOURCES LTD.	Operating	16-31-055-07W5	04-05-056-07W5
54471	2	POINT LOMA RESOURCES LTD.	Operating	04-05-056-07W5	04-05-056-07W5
54471	3	POINT LOMA RESOURCES LTD.	Discontinued	04-05-056-07W5	15-32-055-07W5
55261	2	POINT LOMA RESOURCES LTD.	Operating	04-05-056-07W5	04-07-056-07W5
55532	1	POINT LOMA RESOURCES LTD.	Operating	01-05-056-07W5	08-05-056-07W5
55532	2	POINT LOMA RESOURCES LTD.	Operating	12-03-056-07W5	01-05-056-07W5
58236	1	POINT LOMA RESOURCES LTD.	Operating	09-30-055-07W5	02-21-055-07W5
58284	1	POINT LOMA RESOURCES LTD.	Operating	04-05-056-07W5	15-32-055-07W5
58284	2	POINT LOMA RESOURCES LTD.	Operating	12-32-055-07W5	15-32-055-07W5
58285	1	POINT LOMA RESOURCES LTD.	Operating	08-05-056-07W5	15-32-055-07W5
58290	1	POINT LOMA RESOURCES LTD.	Operating	14-29-055-07W5	09-30-055-07W5

License Number	Line Number	Licensee Name	Status	From Location	To Location
59340	1	POINT LOMA RESOURCES LTD.	Discontinued	12-32-055-07W5	15-32-055-07W5
59341	1	POINT LOMA RESOURCES LTD.	Discontinued	04-32-055-07W5	12-32-055-07W5
28936	1	POINT LOMA RESOURCES LTD.	Discontinued	07-15-055-08W5	14-15-055-08W5
39622	1	POINT LOMA RESOURCES LTD.	Operating	13-32-054-08W5	11-04-055-08W5
51002	1	POINT LOMA RESOURCES LTD.	Discontinued	05-02-056-09W5	01-01-056-09W5
51002	2	POINT LOMA RESOURCES LTD.	Discontinued	01-01-056-09W5	04-20-056-08W5
37444	1	POINT LOMA RESOURCES LTD.	Operating	11-12-054-08W5	11-15-054-08W5
34604	1	POINT LOMA RESOURCES LTD.	Discontinued	03-29-057-09W5	12-20-057-09W5
48606	1	POINT LOMA RESOURCES LTD.	Operating	08-24-073-10W6	10-24-073-10W6
37574	1	POINT LOMA RESOURCES LTD.	Operating	10-30-068-02W5	07-19-068-02W5

FACILITIES

Govt Code	License Number	Type	Facility Name	Location	Operational Status	Licensee Name
ABBT0122749	F45198	Crude Oil Single-well Battery	PLR 16-31-055-07W5	16-31-055-07W5	Active	POINT LOMA RESOURCES LTD.
ABBT0119675	F44060	Crude Oil Single-well Battery	PLR 09-30-055-07W5	09-30-055-07W5	Suspended	POINT LOMA RESOURCES LTD.
ABGS0142151	F49278	Gas Gathering System	PLR 09-30-055-07W5	09-30-055-07W5	Active	POINT LOMA RESOURCES LTD.
ABBT0142152	F49278	Crude Oil Multiwell Proration Battery	PLR 09-30-055-07W5	09-30-055-07W5	Active	POINT LOMA RESOURCES LTD.
ABBT0127911	F46000	Crude Oil Single-well Battery	PLR 04-05-056-07W5	04-05-056-07W5	Active	POINT LOMA RESOURCES LTD.
ABBT0130775	W 0461593	Crude Oil Single-well Battery	PLR 12-32-055-07W5	12-32-055-07W5	Active	POINT LOMA RESOURCES LTD.
F47152	F47152		PLR 12-32-055-07W5	12-32-055-07W5	Unknown	POINT LOMA RESOURCES LTD.
ABBT0059079	W 0213100	Gas Single-well Battery	PLR 06-32-055-07W5	06-32-055-07W5	Suspended	POINT LOMA RESOURCES LTD.
ABBT0059823	W 0221520	Gas Single-well Battery	PLR 14-32-055-07W5	14-32-055-07W5	Suspended	POINT LOMA RESOURCES LTD.
ABBT0142145	W 0207248	Crude Oil Single-well Battery	PLR 15-32-055-07W5	15-32-055-07W5	Active	POINT LOMA RESOURCES LTD.

Govt Code	License Number	Type	Facility Name	Location	Operational Status	Licensee Name
ABCS0012805	F12805	Compressor Station	LONG RUN 15-32-055-07W5	15-32-055-07W5	Active	POINT LOMA RESOURCES LTD.
ABBT0110098	F12805	Crude Oil Multiwell Proration Battery	PLR 15-32-055-07W5	15-32-055-07W5	Suspended	POINT LOMA RESOURCES LTD.
ABBT0127012	F45915	Crude Oil Single-well Battery	PLR 08-05-056-07W5	08-05-056-07W5	Active	POINT LOMA RESOURCES LTD.
ABBT0128898	W 0450236	Crude Oil Single-well Battery	PLR 08-05-056-07W5	08-05-056-07W5	Active	POINT LOMA RESOURCES LTD.
ABBT0130035	F46810	Crude Oil Single-well Battery	PLR 01-05-056-07W5	01-05-056-07W5	Suspended	POINT LOMA RESOURCES LTD.
ABBT0146714	W 0457871	Crude Oil Single-well Battery	PLR 12-03-056-07W5	12-03-056-07W5	Active	POINT LOMA RESOURCES LTD.
F48237	F48237		PLR 12-03-056-07W5	12-03-056-07W5	Unknown	POINT LOMA RESOURCES LTD.
ABBT0060840	W 0181944	Crude Oil Single-well Battery	PLR 07-15-055-08W5	07-15-055-08W5	Unknown	POINT LOMA RESOURCES LTD.
ABBT0051522	F12806	Crude Oil Multiwell Proration Battery	PLR14-15-055-08W5	14-15-055-08W5	Amended	POINT LOMA RESOURCES LTD.
ABBT0077444	W 0177889	Crude Oil Single-well Battery	PLR 14-15-055-08W5	14-15-055-08W5	Unknown	POINT LOMA RESOURCES LTD.
ABBT0057978	F28907	Gas Single-well Battery	PLR 16-15-055-08W5	16-15-055-08W5	Amended	POINT LOMA

Govt Code	License Number	Type	Facility Name	Location	Operational Status	Licensee Name
						RESOURCES LTD.
ABBT0076377	F27997	Gas Single-well Battery	PLR 11-04-055-08W5	11-04-055-08W5	Issued	POINT LOMA RESOURCES LTD.
ABBT0061721	F21323	Gas Single-well Battery	PLR 10-31-056-07W5	10-31-056-07W5	Issued	POINT LOMA RESOURCES LTD.
ABBT0099872	F40231	Gas Single-well Battery	PLR 05-02-056-09W5	05-02-056-09W5	Issued	POINT LOMA RESOURCES LTD.
ABBT0099999	W 0216268	Crude Oil Single-well Battery	PLR 11-24-056-10W5	11-24-056-10W5	Unknown	POINT LOMA RESOURCES LTD.
F28904	F28904	Gas Single-well Battery	PLR 09-23-056-10W5	09-23-056-10W5	Issued	POINT LOMA RESOURCES LTD.
ABBT9981884	W 0125389	Gas Single-well Battery	PLR 16-10-057-09W5	16-10-057-09W5	Unknown	POINT LOMA RESOURCES LTD.
ABBT0066687	W 0065791	Gas Single-well Battery	PLR 11-12-054-08W5	11-12-054-08W5	Unknown	POINT LOMA RESOURCES LTD.
ABBT0095978	W 0379564	Gas Single-well Battery	PLR 11-12-054-08W5	11-12-054-08W5	Unknown	POINT LOMA RESOURCES LTD.
ABBT0057618		Gas Multiwell Group Battery	PLR 04-10-058-10W5	04-10-058-10W5	Unknown	POINT LOMA RESOURCES LTD.
F28894	F28894	Gas Battery - Single well < 1 t/d sulphur	PLR 04-10-058-10W5	04-10-058-10W5	Issued	POINT LOMA RESOURCES LTD.

Govt Code	License Number	Type	Facility Name	Location	Operational Status	Licensee Name
ABBT0055214	W 0124961	Gas Single-well Battery	PLR 06-28-057-09W5	06-28-057-09W5	Unknown	POINT LOMA RESOURCES LTD.
ABBT0062621	F28903	Gas Single-well Battery	PLR 03-29-057-09W5	03-29-057-09W5	Issued	POINT LOMA RESOURCES LTD.
ABBT0068433	W 0185587	Crude Oil Single-well Battery	PLR 08-24-073-10W6	08-24-073-10W6	Active	POINT LOMA RESOURCES LTD.
ABBT0061884	W 0231104	Crude Oil Single-well Battery	Ridgeback 03-26-064- 14W5	03-26-064-14W5	Unknown	POINT LOMA RESOURCES LTD.
ABBT0081393	W 0231104	Gas Single-well Battery	PLR 03-26-064-14W5	03-26-064-14W5	Unknown	POINT LOMA RESOURCES LTD.

Schedule "C"

Claims

Alberta Crown Lease Encumbrances			
Crown Lease No.	Encumbrance ID	Registration Date	Party
054 5409100375	2001673 BUILDERS LIEN 2002462 LIS PENDENS	2020/06/12 2020/10/29	LB ENERGY SERVICES LTD. <i>RACKEL BELZIL LLP</i> <i>10230 142 ST NW SUITE 100</i> <i>EDMONTON AB T5N 3Y6</i>
005 0597040236	2001673 BUILDERS LIEN 2002462 LIS PENDENS	2020/06/12 2020/10/29	LB ENERGY SERVICES LTD. <i>RACKEL BELZIL LLP</i> <i>10230 142 ST NW SUITE 100</i> <i>EDMONTON AB T5N 3Y6</i>

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.

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