

COURT FILE NUMBER 2001-13391  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
APPLICANT ORPHAN WELL ASSOCIATION  
RESPONDENT BOW RIVER ENERGY LTD.  
DOCUMENT **APPROVAL AND VESTING ORDER**  
(Sale by Receiver of certain assets to BRW Petroleum 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.: 068775.0005

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

Dated this 27 day of April, 2021

for Clerk of the Court

**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 BRW Petroleum Corp. (the "**Purchaser**") dated April 15, 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 October 29, 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, permits 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	2001-13391
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	ORPHAN WELL ASSOCIATION
RESPONDENT	BOW RIVER ENERGY LTD.
DOCUMENT	<b><u>RECEIVER'S CERTIFICATE</u></b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<b>BENNETT JONES LLP</b> 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.: 068775.0005

**RECITALS**

- A. Pursuant to an Order of the Honourable Madam Justice D.L. Shelley of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), dated October 29, 2020, BDO Canada Limited was appointed as the Receiver (the "**Receiver**") of the undertaking, property and assets of Bow River Energy Ltd. ("**Bow River**").
- 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 BRW Petroleum Corp. (the "**Purchaser**") dated as of April 15, 2021 (the "**Sale Agreement**"), and provided for the vesting in the Purchaser of Bow River'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 Bow River Energy Ltd., 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"**

**Assets Listing**

Land:

Parcel	File Number	Owner Interest	Lessor Type	Mineral Interest	Rights
T039R04W4S03L09	M00628	100	FH	100	()
T039R04W4S03L09	M00628	50	FH	100	PETROLEUM TO BASE LLOYDMINSTER
T039R04W4S03L16	M00628	100	FH	100	()
T039R04W4S03L16	M00628	50	FH	100	PETROLEUM TO BASE LLOYDMINSTER
T039R03W4S05NW	M00646	100	FH	100	PNG TO TOP PALEOZOIC
T039R03W4S05SE	M00692	100	FH	100	ALL PETROLEUM IN CUMMINGS; ALL PETROLEUM IN LLOYDMINSTER
T039R03W4S05E	M00670	100	FH	100	NG TO BASE MCLAREN
T039R03W4S05SW	M00645	100	FH	100	PNG TO TOP PALEOZOIC
T039R03W4S06E	M00647	100	CR	100	PNG TO BASE MANNVILLE_GROUP
T039R03W4S06L11	M00629	100	CR	100	PNG TO BASE MANNVILLE_GROUP
T039R03W4S06L12	M00629	100	CR	100	PNG TO BASE MANNVILLE_GROUP
T039R03W4S06L14	M00629	100	CR	100	PNG TO BASE MANNVILLE_GROUP
T039R03W4S07L04	M00631	100	FH	100	PETROLEUM TO BASE CUMMINGS
T039R03W4S07L05	M00631	100	FH	100	PETROLEUM TO BASE CUMMINGS
T039R03W4S07L06	M00631	100	FH	100	PETROLEUM TO BASE CUMMINGS
T039R03W4S07L11	M00630	100	FH	100	PET TO BASE CUMMINGS
T039R03W4S07L12	M00630	100	FH	100	PET TO BASE CUMMINGS
T038R05W4S08A	M00668	43.75	FH	100	PNG TO TOP PALEOZOIC EXCL PNG IN VIKING EXCL NG IN CUMMINGS
T038R05W4S08A	M00668	43.75	FH	100	NG IN CUMMINGS
T038R05W4S09S	M00667	43.75	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP

T038R05W4S09NE	M00667	43.75	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP	
T039R04W4S12L01	M00625	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T039R04W4S12L02	M00625	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T039R04W4S12L03	M00651	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T039R04W4S12L06	M00651	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T039R04W4S12L07	M00695	100	CR	100	PNG IN MANNVILLE_GROUP	
T039R04W4S12L08	M00625	100	CR	100	PNG TO BASE MANNVILLE_GROUP EXCL PNG IN CUMMINGS	
T039R04W4S12L09	M00626	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T039R04W4S12L10	M00626	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T039R04W4S12L11	M00651	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T039R04W4S12L15	M00626	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T039R04W4S12L16	M00626	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T038R06W4S13A	M00665	40	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP	
T038R06W4S13A	M00665	0	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP	
T039R04W4S13SW	M00592	100	FH	100	ALL NG	
T039R04W4S13NE	M00591	100	FH	100	ALL NG	
T039R04W4S13NW	M00591	100	FH	100	ALL NG	
T038R03W4S14S	M00349	0	CR	100	PNG BELOW BASE OF SPARKY TO BASE MANNVILLE_GROUP	
T038R03W4S14NW	M00349	0	CR	100	PNG BELOW BASE OF SPARKY TO BASE MANNVILLE_GROUP	
T038R03W4S14S	M00349	100	CR	100	PNG BELOW BASE OF VIKING TO BASE SPARKY	
T038R03W4S14NW	M00349	100	CR	100	PNG BELOW BASE OF VIKING TO BASE SPARKY	
T038R05W4S16N	M00671	6.25	CR	100	NG FROM BASE VIKING TO BASE MANNVILLE_GROUP	

T038R05W4S16SE	M00671	6.25	CR	100	NG FROM BASE VIKING TO BASE MANNVILLE_GROUP
T038R05W4S16L03	M00671	6.25	CR	100	NG FROM BASE VIKING TO BASE MANNVILLE_GROUP
T038R05W4S16L04	M00666	6.25	CR	100	NG FROM BASE VIKING TO BASE MANNVILLE_GROUP
T038R05W4S16L04	M00666	100	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP EXCL NG
T038R05W4S16L05	M00671	6.25	CR	100	NG FROM BASE VIKING TO BASE MANNVILLE_GROUP
T038R05W4S16L06	M00671	6.25	CR	100	NG FROM BASE VIKING TO BASE MANNVILLE_GROUP
T038R05W4S18S	M00581	100	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP
T038R05W4S18NW	M00581	0	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP
T038R05W4S18L09	M00581	100	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP
T038R05W4S18L10	M00581	100	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP
T038R05W4S18L15	M00581	0	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP
T038R05W4S18L16	M00581	100	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP
T038R05W4S24A	M00580	100	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP
T038R06W4S25NE	M00669	100	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP
T038R03W4S31SW	M00711	100	FH	100	()
T038R03W4S31SW	M00711	50	FH	100	ALL PETROLEUM FROM TOP CUMMINGS TO BASE CUMMINGS
T038R03W4S31L15	M00711	100	FH	100	()
T038R03W4S31L15	M00711	50	FH	100	ALL PETROLEUM FROM TOP CUMMINGS TO BASE CUMMINGS
T038R03W4S32SW	M00681	100	CR	100	PNG TO BASE MANNVILLE_GROUP
T038R03W4S32L01	M00644	100	CR	100	PNG TO BASE MANNVILLE_GROUP

T038R03W4S32L02	M00644	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T038R03W4S32L07	M00644	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T038R03W4S32L08	M00644	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T038R03W4S32L09	M00644	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T038R03W4S32L10	M00644	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T038R03W4S32L11	M00644	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T038R03W4S32L12	M00644	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T038R03W4S32L13	M00644	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T038R03W4S32L14	M00644	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T038R03W4S32L15	M00644	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T038R03W4S32L16	M00644	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T038R03W4S33E	M00619	100	FH	8.3	ALL CBM	
T038R03W4S33E	M00620	100	FH	16.67	ALL CBM	
T038R03W4S33E	M00617	100	FH	66.67	ALL CBM	
T038R03W4S33E	M00618	100	FH	8.33	ALL CBM	
T038R04W4S36NE	M00624	100	CR	100	PNG TO BASE MANNVILLE_GROUP	
T038R06W4S36SE	M00669	100	CR	100	PNG FROM BASE VIKING TO BASE MANNVILLE_GROUP	

Wells:

			Status	Formation	Licensee	Bow River
		UWI				WI%
1	0153695	100/09-09-038-03W4/0	Aband, Re-ent	Dina	Husky	
2	0131522	100/16-09-038-03W4/0	Aband, Re-ent	Dina	Husky	
3	0457152	100/11-29-038-03W4/0	Abandoned		Bow River	100%

4	0158471	102/13-30-038-03W4/2	Abandoned		Bow River	100%
5	0161052	100/01-31-038-03W4/0	Abandoned Zn	Glauconitic	Bow River	100%
6	0158468	103/04-31-038-03W4/0	Suspended Oil	Lloydminster	Bow River	100%
7	0340146	102/06-31-038-03W4/0	Oil	Cummings	West Lake	50%
8	0177012	100/10-31-038-03W4/0	Abandoned	Dina, Glauc	Bow River	50%
9	0172627	100/15-31-038-03W4/0	Oil	Dina	Bow River	100%
10	0326561	102/15-31-038-03W4/0	Suspended Oil	Cummings	West Lake	50%
11	0167798	100/16-31-038-03W4/0	Suspended Oil	Lloyd, Glauc	Bow River	50%
12	0274768	100/01-32-038-03W4/0	Abandoned Zn	Lloydminster	Bow River	100%
13	0165183	100/04-32-038-03W4/0	Abandoned		Bow River	100%
14	0335145	102/04-32-038-03W4/0	Abandoned		Bow River	100%
15	0241324	100/07-32-038-03W4/0	Suspended Oil	Lloyd, Cumming	Bow River	100%
16	0102061	100/08-32-038-03W4/0	Oil	Lloydminster	Bow River	100%
17	0333707	102/08-32-038-03W4/0	Oil	Lloydminster	Bow River	100%
18	0241103	100/09-32-038-03W4/0	Oil	Lloyd, Cumming	Bow River	100%
19	0104124	100/10-32-038-03W4/0	Oil	Lloydminster	Bow River	100%
20	0241159	100/11-32-038-03W4/2	Abandoned Zn	Dina	Bow River	100%
21	0181349	100/13-32-038-03W4/2	Gas	Colony	Bow River	100%
22	0101644	100/14-32-038-03W4/0	Suspended WI	Lloyd, Glauc	Bow River	100%
23	0148872	100/15-32-038-03W4/0	Suspended WI	Glauconitic	Bow River	100%
24	0241380	102/15-32-038-03W4/0	Oil	Lloydminster	Bow River	100%
25	0334430	100/16-32-038-03W4/0	Oil	Lloyd, Cumming	Bow River	100%
26	0149570	100/13-07-038-04W4/0	Abandoned		Bow River	100%
27	0218038	100/01-09-038-04W4/0	Abandoned		Bow River	100%
28	0137612	100/07-09-038-04W4/0	Abandoned		Bow River	100%
29	0129791	1C0/09-13-038-04W4/0	Abandoned Zn	Ellerslie	West Lake	
30	0152816	1D0/10-13-038-04W4/0	Abandoned	Ellerslie	Bow River	100%
31	0130015	1D0/11-13-038-04W4/0	Abandoned Zn	Ellerslie	West Lake	
32	0142454	100/03-16-038-04W4/0	Abandoned		Bow River	100%
33	0153021	100/04-16-038-04W4/0	Abandoned		Bow River	100%
34	0156799	100/06-16-038-04W4/0	Abandoned Zn	Lloydminster	West Lake	
35	0160214	100/13-16-038-04W4/0	Abandoned Zn	Lloydminster	West Lake	
36	0160995	102/13-16-038-04W4/0	Abandoned Zn	Lloydminster	West Lake	



37	0156796	100/14-16-038-04W4/0	Abandoned		Bow River	100%
38	0136033	100/07-21-038-04W4/0	Abandoned Zn	Glauconitic	Battle River	
39	0131413	1C0/01-24-038-04W4/2	Abandoned Zn	Ellerslie	West Lake	
40	0128417	100/02-24-038-04W4/0	Abandoned Zn	Ellerslie	West Lake	
41	0126374	100/06-24-038-04W4/0	Abandoned Zn	Mannville	West Lake	
42	0158477	104/16-25-038-04W4/0	Abandoned		Bow River	100%
43	0162974	100/14-34-038-04W4/0	Suspended Oil	Lloydminster	Bow River	100%
44	0177973	100/16-36-038-04W4/0	Oil	Lloydminster	Bow River	100%
45	0145925	100/08-06-038-05W4/0	Abandoned		Bow River	100%
46	0133312	100/16-08-038-05W4/0	Suspended Oil	Ellerslie	Bow River	44%
47	0163960	100/04-16-038-05W4/0	Suspended Oil	Ostracod	Bow River	100%
48	0270977	102/04-16-038-05W4/0	Abandoned	Cummings	Cleo	6.25%
49	0165883	100/01-24-038-05W4/2	Abandoned		Bow River	100%
50	0149571	100/04-26-038-05W4/0	Aband, Re-ent	Glauconitic	Husky	
51	0150388	100/06-26-038-05W4/0	Aband, Re-ent	Glauconitic	Husky	
52	0145900	100/10-11-038-06W4/0	Aband, Re-ent		Paramount	
53	0135256	100/09-13-038-06W4/2	Suspended Gas	Glauconitic	Surge	40%
54	0247579	100/10-13-038-06W4/0	Suspended Oil	Ellerslie	Surge	
55	0274019	100/15-25-038-06W4/0	Suspended Oil	Dina	Bow River	100%
56	0373197	102/02-36-038-06W4/0	Drilled & Csd		Bow River	100%
57	0243153	100/02-05-039-03W4/0	Oil	Lloydminster	Bow River	100%
58	0101417	100/03-05-039-03W4/0	Suspended Oil	Lloydminster	Bow River	100%
59	0239955	102/03-05-039-03W4/0	Oil	Lloyd,Cumming	Bow River	100%
60	0177649	100/04-05-039-03W4/0	Oil	Ellerslie	Bow River	100%
61	0400452	102/04-05-039-03W4/0	Suspended Oil	Cummings	Bow River	100%
62	0240741	100/05-05-039-03W4/0	Oil	Lloyd,Cumming	Bow River	100%
63	0274754	100/06-05-039-03W4/0	Gas	Colony	Bow River	100%
64	0339319	102/06-05-039-03W4/0	Oil	Lloyd,Cumming	Bow River	100%
65	0100320	100/11-05-039-03W4/0	Oil	Glauconitic	Bow River	100%
66	0191289	100/12-05-039-03W4/0	Suspended Oil	Glauconitic	Bow River	100%
67	0103357	102/08-06-039-03W4/0	Abandoned	Ostracod	Bow River	100%
68	0152951	100/11-06-039-03W4/0	Oil	Ellerslie	Bow River	100%

69	0152963	102/11-06-039-03W4/2	Water Disposal	Glauc, Ellers	Bow River	100%
70	0154174	1D0/11-06-039-03W4/0	Abandoned Zn	Glauconitic	Bow River	100%
71	0335125	100/12-06-039-03W4/0	Oil	Cummings	Bow River	100%
72	0126329	100/14-06-039-03W4/0	Oil	Glauconitic	Bow River	100%
73	0152194	102/14-06-039-03W4/0	Suspended Oil	Glauc, Ellers	Bow River	100%
74	0241238	100/15-06-039-03W4/0	Oil	Lloyd, Cumming	Bow River	100%
75	0113986	102/16-06-039-03W4/0	Suspended Oil	Glauconitic	Bow River	100%
76	0169012	100/04-07-039-03W4/0	Oil	Glauconitic	Bow River	100%
77	0173091	100/05-07-039-03W4/2	Suspended Oil	McLaren	Bow River	100%
78	0173090	102/05-07-039-03W4/2	Oil	McLaren	Bow River	100%
79	0173147	103/05-07-039-03W4/0	Suspended Oil	Glauconitic	Bow River	100%
80	0173146	104/05-07-039-03W4/2	Oil	McLaren	Bow River	100%
81	0187988	105/05-07-039-03W4/0	Suspended Oil	Cummings	Bow River	100%
82	0188605	106/05-07-039-03W4/0	Suspended Oil	Glauconitic	Bow River	100%
83	0188855	107/05-07-039-03W4/0	Abandoned	Cummings	Bow River	100%
84	0187300	108/05-07-039-03W4/0	Oil	Mannville	Bow River	100%
85	0154157	102/06-07-039-03W4/0	Abandoned	Glauconitic	Bow River	100%
86	0173298	103/06-07-039-03W4/0	Abandoned Zn	Glauconitic	Bow River	100%
87	0173095	100/11-07-039-03W4/0	Abandoned	Glauconitic	Bow River	100%
88	0173297	102/11-07-039-03W4/0	Suspended Oil	Glauconitic	Bow River	100%
89	0153056	100/12-07-039-03W4/0	Water Disposal	Glauconitic	Bow River	100%
90	0173281	102/12-07-039-03W4/2	Abandoned		Bow River	100%
91	0173296	103/12-07-039-03W4/2	Suspended Oil	McLaren	Bow River	100%
92	0173334	104/12-07-039-03W4/0	Water Disposal	Glauconitic	Bow River	100%
93	0174869	105/12-07-039-03W4/0	Abandoned	Glauconitic	Bow River	100%
94	0165772	103/13-02-039-04W4/0	Water Disposal	Lloydminster	Bow River	100%
95	0313724	102/03-03-039-04W4/0	Abandoned	Cummings, Dina	West Lake	50%
96	0170345	100/06-03-039-04W4/2	Abandoned Zn	Lloydminster	Bow River	50%
97	0160858	100/09-03-039-04W4/0	Suspended Oil	Lloydminster	Bow River	100%
98	0169693	102/09-03-039-04W4/0	Suspended Oil	Lloydminster	Bow River	50%
99	0203404	103/09-03-039-04W4/0	Suspended	Lloydminster	Bow River	100%

			Oil			
100	0203405	104/09-03-039-04W4/0	Abandoned Zn	Lloydminster	Bow River	50%
101	0206815	106/09-03-039-04W4/0	Water Disposal	Lloydminster	Bow River	50%
102	0164189	100/11-03-039-04W4/0	Abandoned Zn	Lloydminster	Bow River	50%
103	0330392	100/13-03-039-04W4/0	Abandoned	Lloydminster	West Lake	50%
104	0161632	100/16-03-039-04W4/0	Suspended Oil	Lloydminster	Bow River	50%
105	0128111	100/01-12-039-04W4/3	Oil	Alexo	Bow River	100%
106	0186473	102/01-12-039-04W4/0	Oil	Cummings	Bow River	100%
107	0193083	103/01-12-039-04W4/0	Oil	McLaren	Bow River	100%
108	0193346	104/01-12-039-04W4/0	Suspended Oil	McLaren	Bow River	100%
109	0193360	105/01-12-039-04W4/0	Oil	McLaren	Bow River	100%
110	0193349	106/01-12-039-04W4/0	Suspended Oil	McLaren	Bow River	100%
111	0455889	100/02-12-039-04W4/0	Suspended Oil	Mannville	Bow River	100%
112	0455890	102/02-12-039-04W4/0	Oil	Mannville	Bow River	100%
113	0260960	100/03-12-039-04W4/2	Water Inj	Lloydminster	Bow River	100%
114	0260962	102/03-12-039-04W4/2	Water Inj	Lloydminster	Bow River	100%
115	0237815	102/06-12-039-04W4/2	Suspended Oil	Lloydminster	Bow River	100%
116	0129776	102/08-12-039-04W4/0	Water Disposal	McLaren	Bow River	100%
117	0188189	103/08-12-039-04W4/0	Abandoned	Mannville	Bow River	100%
118	0188975	104/08-12-039-04W4/0	Suspended Oil	Mannville	Bow River	100%
119	0188974	105/08-12-039-04W4/0	Suspended Oil	L Mannv, Eilers	Bow River	100%
120	0188973	106/08-12-039-04W4/0	Suspended Oil	L Mannv	Bow River	100%
121	0417446	107/08-12-039-04W4/0	Suspended Oil	Rex	Bow River	100%
122	0428699	108/08-12-039-04W4/0	Suspended Oil	Rex	Bow River	100%
123	0429889	109/08-12-039-04W4/0	Suspended Oil	Rex	Bow River	100%
124	0433665	110/08-12-039-04W4/0	Suspended Oil	Rex	Bow River	100%
125	0193779	102/09-12-039-04W4/0	Suspended Oil	McLaren	Bow River	100%
126	0455804	103/09-12-039-04W4/0	Oil	McLaren	Bow River	100%
127	0279799	100/11-12-039-04W4/2	Suspended Oil	Lloydminster	Bow River	100%
128	0108280	100/16-12-039-04W4/2	Oil	McL, Glauc	Bow River	100%
129	0125132	100/11-27-039-04W4/0	Abandoned	Eilerslie	Bow River	100%

			Zn			
130	0143900	1D2/14-27-039-04W4/0	Abandoned	Ellerslie	Bow River	100%
131	0131908	100/15-27-039-04W4/0	Abandoned	Ellerslie	Bow River	100%
132	0102463	100/16-28-039-04W4/2	Abandoned	Rex	Bow River	100%
133	0108199	102/08-33-039-04W4/0	Abandoned	Ellerslie	Bow River	100%
134	0158940	103/08-33-039-04W4/0	Abandoned		Bow River	100%
135	0126839	102/10-33-039-04W4/0	Abandoned	Ellerslie	Bow River	75.10%
136	0133559	1A0/11-33-039-04W4/0	Abandoned	Ellerslie	Bow River	100%
137	0103271	100/16-33-039-04W4/0	Abandoned	Ellerslie	Bow River	75.10%
138	0127507	1C0/03-34-039-04W4/0	Abandoned	Ellerslie	Bow River	100%
139	0171213	1D0/04-34-039-04W4/0	Abandoned		Bow River	100%
140	0171687	100/01-01-039-05W4/0	Abandoned		Bow River	100%
141	0148781	1A0/01-01-039-05W4/0	Abandoned	Ellerslie	Bow River	100%
142	0154018	1D0/02-01-039-05W4/0	Abandoned		Bow River	100%
143	0128207	100/03-01-039-05W4/0	Abandoned	Ellerslie	Bow River	100%
144	0139673	1D0/11-01-039-05W4/0	Abandoned	Ellerslie	Bow River	100%
145	0128208	100/12-01-039-05W4/0	Abandoned	Ellerslie	Bow River	100%
146	0158084	1B0/14-02-039-05W4/0	Abandoned		Bow River	100%
147	0143472	1A0/15-02-039-05W4/0	Abandoned	Ellerslie	Bow River	100%
148	0127782	100/16-02-039-05W4/0	Abandoned	Ellerslie	Bow River	100%
149	0148031	1A0/01-11-039-05W4/0	Abandoned		Bow River	100%
150	0148032	1C0/01-11-039-05W4/0	Abandoned		Bow River	100%
151	0153089	1A0/06-11-039-05W4/0	Abandoned		Bow River	100%
152	0150749	1A0/07-11-039-05W4/0	Abandoned		Bow River	100%

**Facilities:**

<b>Licence Number</b>	<b>Licence Status</b>	<b>Surface Location</b>	<b>Property</b>
F23627	Amended	00/11-07-039-03W4	Red Lion
F25087	Abandoned	00/09-32-038-03W4	Red Lion
F25088	Abandoned	00/05-05-039-03W4	Red Lion
F26872	Abandoned	00/03-12-039-04W4	Red Lion
F26873	Abandoned	02/03-12-039-04W4	Red Lion
F27194	Issued	00/06-12-039-04W4	Red Lion
F27999	Issued	00/15-25-038-06W4	Red Lion
F28086	Issued	00/01-32-038-03W4	Red Lion

F38218	Issued	00/15-31-038-03W4	Red Lion
F38219	Issued	00/09-03-039-04W4	Red Lion
F38224	Issued	00/16-08-038-05W4	Red Lion
F6313	Issued	00/04-31-038-03W4	Red Lion
F6318	Amended	00/15-32-038-03W4	Red Lion
F6381	Abandoned	00/04-16-038-05W4	Red Lion

**Pipelines:**

Licence Number	Line Number	Licence Line	Licence Date	From	To
28247	1	28247-1	1995-08-16	11-07-39-03 W4M	14-06-39-03 W4M
28247	2	28247-2	1995-08-16	11-07-39-03 W4M	12-07-39-03 W4M
28247	3	28247-3	1997-01-23	11-07-39-03 W4M	08-12-39-04 W4M
28247	4	28247-4	1998-07-31	08-12-39-04 W4M	09-03-39-04 W4M
28247	5	28247-5	2002-02-08	06-12-39-04 W4M	11-12-39-04 W4M
28247	7	28247-7	2005-04-13	11-07-39-03 W4M	12-07-39-03 W4M
28247	8	28247-8	2007-09-11	03-12-39-04 W4M	03-12-39-04 W4M
28248	3	28248-3	1995-09-29	12-08-39-03 W4M	11-07-39-03 W4M
28249	1	28249-1	1995-08-16	14-06-39-03 W4M	11-07-39-03 W4M
28249	2	28249-2	1995-08-16	14-06-39-03 W4M	06-07-39-03 W4M
28249	3	28249-3	1995-08-16	05-07-39-03 W4M	06-07-39-03 W4M
28249	4	28249-4	1995-08-16	06-07-39-03 W4M	11-07-39-03 W4M
28249	5	28249-5	1995-08-16	06-07-39-03 W4M	11-07-39-03 W4M
28249	6	28249-6	1995-08-16	12-07-39-03 W4M	11-07-39-03 W4M
28249	7	28249-7	1995-08-16	12-07-39-03	11-07-39-03 W4M

				W4M	
28249	8	28249-8	1995-08-16	11-07-39-03 W4M	11-07-39-03 W4M
28249	9	28249-9	1995-08-16	11-07-39-03 W4M	11-07-39-03 W4M
28249	10	28249-10	1996-01-02	14-34-38-04 W4M	09-03-39-04 W4M
28249	11	28249-11	1996-01-02	03-03-39-04 W4M	09-03-39-04 W4M
28249	12	28249-12	1996-01-02	13-02-39-04 W4M	09-03-39-04 W4M
28249	13	28249-13	1996-01-02	09-03-39-04 W4M	11-07-39-03 W4M
28249	14	28249-14	1996-03-19	10-31-38-03 W4M	15-31-38-03 W4M
28249	15	28249-15	1996-03-19	16-31-38-03 W4M	15-31-38-03 W4M
28249	16	28249-16	1996-03-19	15-31-38-03 W4M	14-06-39-03 W4M
28249	18	28249-18	1996-03-19	16-36-38-04 W4M	15-31-38-03 W4M
28249	19	28249-19	1996-12-02	06-07-39-03 W4M	11-07-39-03 W4M
28249	20	28249-20	1996-12-02	05-07-39-03 W4M	11-07-39-03 W4M
28249	21	28249-21	1997-01-02	06-07-39-03 W4M	11-07-39-03 W4M
28249	22	28249-22	1997-01-02	06-07-39-03 W4M	11-07-39-03 W4M
28249	23	28249-23	2008-03-10	09-12-39-04 W4M	09-12-39-04 W4M
28249	24	28249-24	1997-01-22	09-12-39-04 W4M	11-07-39-03 W4M
28249	25	28249-25	2008-03-10	13-07-39-03 W4M	13-07-39-03 W4M
28249	26	28249-26	1997-06-23	16-01-39-04 W4M	05-07-39-03 W4M
28249	27	28249-27	1997-06-23	16-01-39-04 W4M	05-07-39-03 W4M
28249	28	28249-28	2002-02-08	03-12-39-04 W4M	09-12-39-04 W4M

28249	29	28249-29	2002-02-08	06-12-39-04 W4M	11-12-39-04 W4M
28249	30	28249-30	2002-10-17	03-12-39-04 W4M	03-12-39-04 W4M
28249	31	28249-31	2002-10-17	03-12-39-04 W4M	03-12-39-04 W4M
28249	32	28249-32	2005-03-18	16-12-39-04 W4M	13-07-39-03 W4M
28249	33	28249-33		13-07-39-03 W4M	12-07-39-03 W4M
28249	34	28249-34	2008-03-10	01-12-39-04 W4M	16-01-39-04 W4M
28249	35	28249-35	2006-02-17	01-12-39-04 W4M	16-01-39-04 W4M
28249	36	28249-36	2007-03-30	12-06-39-03 W4M	14-06-39-03 W4M
28249	37	28249-37	2007-12-13	14-06-39-03 W4M	14-06-39-03 W4M
28249	38	28249-38	2007-12-13	14-06-39-03 W4M	14-06-39-03 W4M
28249	39	28249-39	2010-03-08	16-12-39-04 W4M	09-12-39-04 W4M
28249	40	28249-40	2011-04-16	09-12-39-04 W4M	09-12-39-04 W4M
28249	41	28249-41	2012-02-17	16-12-39-04 W4M	09-12-39-04 W4M
28249	42	28249-42	2002-02-08	03-12-39-04 W4M	06-12-39-04 W4M
37028	1	37028-1	2002-02-25	11-07-39-03 W4M	15-32-38-03 W4M
37233	1	37233-1	2002-02-28	11-05-39-03 W4M	15-32-38-03 W4M
37233	2	37233-2	2002-02-28	11-05-39-03 W4M	16-06-39-03 W4M
37233	3	37233-3	2002-02-28	15-32-38-03 W4M	11-07-39-03 W4M
37233	4	37233-4	2002-02-28	05-05-39-03 W4M	06-05-39-03 W4M
37233	5	37233-5	2002-02-28	05-05-39-03 W4M	05-05-39-03 W4M
37233	6	37233-6	2002-02-28	05-05-39-03 W4M	05-05-39-03 W4M

37233	7	37233-7	2002-02-28	03-05-39-03 W4M	02-05-39-03 W4M
37233	8	37233-8	2002-02-28	03-05-39-03 W4M	02-05-39-03 W4M
37233	9	37233-9	2002-02-28	15-06-39-03 W4M	16-06-39-03 W4M
37233	10	37233-10	2002-02-28	08-06-39-03 W4M	05-05-39-03 W4M
40300	1	40300-1	2004-04-01	01-24-38-05 W4M	04-19-38-04 W4M
47636	1	47636-1		11-07-39-03 W4M	15-32-38-03 W4M
47636	2	47636-2		04-05-39-03 W4M	03-05-39-03 W4M
47636	4	47636-4	2007-10-16	03-05-39-03 W4M	02-05-39-03 W4M
47636	5	47636-5	2013-02-06	06-05-39-03 W4M	06-05-39-03 W4M
51092	1	51092-1		04-19-38-04 W4M	10-18-38-04 W4M
54483	1	54483-1	2013-09-26	03-12-39-04 W4M	03-12-39-04 W4M
59105	1	59105-1	1984-06-21	08-32-38-03 W4M	15-32-38-03 W4M
59105	2	59105-2	1984-06-21	03-05-39-03 W4M	15-32-38-03 W4M
59105	3	59105-3	1996-08-22	11-05-39-03 W4M	15-32-38-03 W4M
59105	4	59105-4	1984-06-21	11-05-39-03 W4M	15-32-38-03 W4M
59105	5	59105-5	1984-06-21	05-05-39-03 W4M	15-32-38-03 W4M
59105	6	59105-6	1984-06-21	10-32-38-03 W4M	15-32-38-03 W4M
59105	7	59105-7	1996-07-09	04-05-39-03 W4M	03-05-39-03 W4M
59105	8	59105-8	2002-02-25	15-32-38-03 W4M	15-32-38-03 W4M
59105	9	59105-9	2002-02-25	15-32-38-03 W4M	15-32-38-03 W4M
59105	10	59105-10	2002-02-25	09-32-38-03 W4M	10-32-38-03 W4M



59105	11	59105-11	2008-03-10	09-32-38-03 W4M	10-32-38-03 W4M
59105	12	59105-12	2002-02-25	07-32-38-03 W4M	07-32-38-03 W4M
59105	13	59105-13	2002-02-25	07-32-38-03 W4M	07-32-38-03 W4M
59105	14	59105-14	2007-03-30	16-32-38-03 W4M	09-32-38-03 W4M
59105	15	59105-15	2008-03-10	16-32-38-03 W4M	09-32-38-03 W4M
59105	16	59105-16	2007-03-30	08-32-38-03 W4M	08-32-38-03 W4M
59105	17	59105-17	2007-03-30	08-32-38-03 W4M	08-32-38-03 W4M
59105	18	59105-18	2008-03-10	08-32-38-03 W4M	15-32-38-03 W4M
59105	19	59105-19	2008-03-10	10-32-38-03 W4M	15-32-38-03 W4M
59105	20	59105-20	2008-04-10	03-05-39-03 W4M	15-32-38-03 W4M
59105	21	59105-21	2009-11-24	04-05-39-03 W4M	03-05-39-03 W4M
59105	22	59105-22	1984-06-21	08-06-39-03 W4M	05-05-39-03 W4M
59105	23	59105-23	1984-06-21	16-06-39-03 W4M	11-05-39-03 W4M
59114	1	59114-1	2002-02-25	15-32-38-03 W4M	10-32-38-03 W4M
59114	2	59114-2		15-32-38-03 W4M	06-05-39-03 W4M
59114	3	59114-3		14-32-38-03 W4M	15-32-38-03 W4M
59114	4	59114-4		15-32-38-03 W4M	06-32-38-03 W4M

**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) 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 can be terminated on less than 1 month's 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;
- (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 any 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 any 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 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.

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