

Form 13-31
(Rule 13-31)

COURT FILE NUMBER 1029 of 2015
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE OF SASKATOON
APPLICANT KNC HOLDINGS LTD.
RESPONDENTS FTI CONSULTING CANADA INC., NATIONAL
 BANK OF CANADA, BAKER HUGHES CANADA
 COMPANY, TRICAN PARTNERSHIP, ROUNDED
 ENERGY SERVICES LTD., CRU WELL
 SERVICING LTD. and CAL-GAS INC.

Clerk's Stamp

AFFIDAVIT

AFFIDAVIT OF KAREN KOURY

I, Karen Koury, of the City of Oakville, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Senior Manager - Lending Operations at National Bank of Canada ("**National Bank**"), one of the Respondents in the within matter, and as such, have personal knowledge of the facts and matters hereinafter deposed to except where stated to be based on information and belief and where so stated I verily believe the same to be true.
2. I have reviewed the business records of National Bank relevant to the within Application and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit.
3. This Third Affidavit is supplemental to my first and second Affidavits, both dated March 6, 2014, and filed at the Alberta Court of Queen's Bench, Action No. 1401-02489. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a true copy of my first Affidavit. Also attached hereto and marked as **Exhibit "B"** to this my Affidavit is a true copy of my second Affidavit.

4. National Bank provided various loans to Coast Resources Ltd. ("**Coast Resources**") since approximately 2004 through a series of loan agreements, as amended and restated from time to time. The loan agreements include the following:
 - (a) an Offering Letter from National Bank to Coast Resources dated October 22, 2012, a true copy of which is attached hereto and marked as **Exhibit "C"** to this my Affidavit; and
 - (b) an Amending Agreement dated June 19, 2013, between National Bank and Coast Resources, a true copy of which is attached hereto and marked as **Exhibit "D"** to this my Affidavit(together, the "**Loan Agreements**").
5. As security for amounts advanced pursuant to the Loan Agreements, Coast Resources granted certain security to National Bank including by way of a fixed and floating charge demand debenture dated July 9, 2014, as amended and restated from time to time (the "**Coast Resources Security**"). In addition, 101033165 Saskatchewan Ltd. ("**1010**"), Viewfield Oil & Gas Ltd. ("**Viewfield**") and Coast Services Inc. ("**Coast Services**" and together with 1010 and Viewfield, the "**Guarantors**"), each jointly and severally guaranteed the performance of all of Coast Resources' obligations and liabilities to National Bank and granted certain security to National Bank by way of debenture (collectively with the Coast Resources Security, the "**Security**").
6. National Bank registered its Security against Coast Resources' and the Guarantors' (collectively, the "**Companies**") personal property at the Saskatchewan Personal Property Registry ("**PPR**") on the following dates: Coast Resources on July 6, 2004, 1010 on July 7, 2004, Viewfield on November 2, 2009, and Coast Services on March 25, 2011. Attached hereto and marked collectively as **Exhibit "E"** to this my Affidavit are true copies of the PPR searches dated March 5, 2014, for Coast Resources, 1010, Viewfield and Coast Services.
7. National Bank registered its Security as against certain of the Companies' oil and gas interests at the Saskatchewan Ministry of Economy ("**SME**") on February 14, 2014, and at the Information Services Corporation ("**ISC**") on February 19, 2014. Attached hereto and marked as **Exhibit "F"** to this my Affidavit are true copies of search reports

evidencing the aforesaid registration at the SME. Also attached and marked as **Exhibit "G"** to this my Affidavit are true copies of titles evidencing the aforesaid registration at the ISC.

8. As at February 26, 2014, the total indebtedness owing by Coast Resources to National Bank under the Loan Agreements was approximately \$5,462,702. Coast Resources failed to make punctual payments in accordance with the terms of the Loan Agreements and, accordingly, for this and for other reasons, National Bank sought the appointment of a receiver and manager over all of the assets, undertakings and property of Coast Resources and the Guarantors. It is an express term of the Loan Agreements that the parties attorn to the jurisdiction of the courts of the Province of Alberta, and that the Loan Agreements be construed and governed in accordance with the laws of the Province of Alberta.
9. On March 6, 2014, FTI Consulting Canada Inc. was appointed as receiver and manager (the "**Receiver**") over all of the assets, undertakings and property of the Companies, by Order of the Honourable Mr. Justice A.D. Macleod of the Alberta Court of Queen's Bench.
10. I am advised by my counsel, and do believe, that in the course of the Receiver's administration of the receivership estate, the Receiver became aware of several builders' liens registered against the interests of Coast Resources in the Luseland Property (the "**Liens**"). All lien claimants were given the opportunity to prove their lien(s) by filing a Claim of Lien pursuant to s. 50(3) of the Saskatchewan *Builders' Lien Act*. Attached hereto and marked as **Exhibit "H"** to this my Affidavit are true copies of the Claims of Lien advanced by the lien claimants.
11. National Bank registered its Security against the Companies' personal property at the PPR prior to any builders' liens being registered. National Bank registered its Security as against the Companies' oil and gas interests in each of the mineral properties where one or more builders' lien has been registered at the SME on February 14, 2014, and at the ISC on February 19, 2014.
12. I am advised by my counsel, and do believe, that National Bank registered its Security in priority to all of the remaining lien claimants.

This is Exhibit "A" referred to in the

Affidavit of Karen Koury

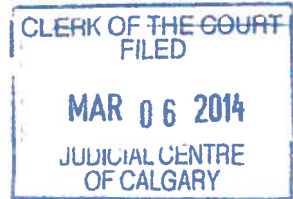
sworn before me, this 8th day

of September, 2015



A Commissioner for taking Affidavits

Clerk's Stamp



COURT FILE NUMBER 1401-02489
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT NATIONAL BANK OF CANADA
RESPONDENTS COAST RESOURCES LTD., 101033165 SASKATCHEWAN LTD., VIEWFIELD OIL & GAS LTD. and COAST SERVICES INC.
DOCUMENT AFFIDAVIT
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973
Attention: Howard A. Gorman, Q.C. / Kyle D. Kashuba
howard.gorman@nortonrosefulbright.com
kyle.kashuba@nortonrosefulbright.com
File No. 01124572-0584

AFFIDAVIT OF KAREN KOURY

Sworn on March 6, 2014

I, Karen Koury, of the City of Oakville, in the Province of Ontario, SWEAR AND SAY THAT:

I. INTRODUCTION

1. I am a Senior Manager - Lending Operations at National Bank of Canada ("**National Bank**" or the "**Bank**"), the Plaintiff and Applicant in the within matter, and as such, have personal knowledge of the facts and matters hereinafter deposed to except where stated to be based on information and belief and where so stated I verily believe the same to be true.
2. National Bank is a Canadian chartered bank with offices throughout Alberta including branch offices in the City of Calgary, in the Province of Alberta.
3. I have reviewed the business records of National Bank relevant to the within proceedings and Application and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit.

II. BUSINESS OF COAST RESOURCES LTD., 101033165 SASKATCHEWAN LTD., VIEWFIELD OIL & GAS LTD. AND COAST SERVICES INC.

4. Coast Resources Ltd. ("**Coast Resources**" or the "**Borrower**"), 101033165 Saskatchewan Ltd. ("**101**"), Viewfield Oil & Gas Ltd. ("**Viewfield**") and Coast Services Inc. ("**Coast Services**") are each corporations registered to carry on business in the Province of Saskatchewan. Attached hereto and marked as Exhibits "**A**" through "**D**" to this my Affidavit are March 4, 2014 Saskatchewan Corporate Registry corporate search in respect of each of Coast Resources, 101, Viewfield and Coast Services, respectively.
5. It is my understanding that Coast Resources was formed in 1992 and carried on business as an oil and gas company engaged in the exploration for, and acquisition, development and production of, oil and natural gas reserves in the Province of Saskatchewan.

III. LOAN INDEBTEDNESS

6. National Bank, as lender, provided various loans to Coast Resources, as Borrower, since approximately 2004 through a series of loan agreements, as may be and were further amended, restated and/or supplemented from time to time. The loan agreements include the following:
 - (a) Offering Letter from the Bank to the Borrower dated October 22, 2012, a true copy of which is attached hereto and marked as Exhibit "**E**" to this my Affidavit; and
 - (b) an Amending Agreement dated June 19, 2013 between the Bank and the Borrower, a true copy of which is attached hereto and marked as Exhibit "**F**" to this my Affidavit(together, the "**Loan Agreements**").
7. Under the terms of the Loan Agreements, National Bank agreed to provide, and Coast Resources agreed to accept, certain credit facilities all on the terms set out therein and all related and amending documents.
8. In accordance with the terms of the Loan Agreements, National Bank advanced various loans to Coast Resources from time to time.
9. It is an express term of the Loan Agreements that the total indebtedness owing by Coast Resources was repayable on either demand by National Bank or upon an event of default by Coast Resources.
10. It is a further express term of the Loan Agreements that the parties attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta, and that the Loan Agreements be construed and governed in accordance with the laws of the Province of Alberta.

IV. GRANTING OF SECURITY

11. As security for amounts advanced pursuant to the Loan Agreements, Coast Resources granted various security to National Bank. The security taken by National Bank includes the following, as amended, supplemented and/or restated from time to time:
 - (a) a \$20,000,000 Fixed and Floating Charge Demand Debenture from the Borrower to the Bank dated July 9, 2004;
 - (b) a \$20,000,000 Fixed and Floating Charge Demand Debenture from 101 to the Bank dated July 9, 2004;
 - (c) a \$20,000,000 Fixed and Floating Charge Demand Debenture from Viewfield to the Bank dated November 2, 2009;
 - (d) a \$20,000,000 Fixed and Floating Charge Demand Debenture from Coast Services to the Bank dated March 29, 2011; and
 - (e) and further and other security(collectively, the "**Security**").
12. Attached hereto and marked collectively as Exhibit "**G**" to this my Affidavit is one true copy of Alberta Personal Property Registry searches for Coast Resources, 101, Viewfield and Coast Services, respectively, dated March 5, 2014.
13. Also attached hereto and marked as Exhibits "**H**" to this my Affidavit is one true copy of Saskatchewan Personal Property Registry searches for Coast Resources, 101, Viewfield and Coast Services, respectively, dated March 5, 2014.

V. THE GUARANTEES

14. By certain unlimited guarantees, the Guarantors each jointly and severally guaranteed the performance of all of the Borrower's obligations and liabilities to the Bank plus legal costs on a full indemnity, solicitor and his client basis, plus interest at the rate of set out in the Loan Agreements. These guarantees were granted in favour of the Bank, as follows:
 - (a) an Unlimited Letter of Guarantee from 101 to the Bank as to the Borrower's liabilities and obligations to the Bank dated July 9, 2004;
 - (b) an Unlimited Letter of Guarantee from Viewfield to the Bank as to the Borrower's liabilities and obligations to the Bank dated March 29, 2011; and
 - (c) an Unlimited Letter of Guarantee from Coast Services to the Bank as to the Borrower's liabilities and obligations to the Bank dated March 29, 2011(collectively, the "**Guarantees**").

VI. DEFAULT BY COAST RESOURCES

15. Coast Resources failed to make punctual payments in accordance with the terms of the Loan Agreements and, for this and for other reasons, Coast Resources was and is in default of the Loan Agreements and Security.
16. As at February 26, 2014, the total Coast Resources indebtedness owing to National Bank was approximately \$5,462,702.75 in principal, plus interest, plus associated costs, fees and disbursements with additional interest and other charges accrued and accruing thereon at the rates and on the terms established by the Loan Agreements including certain overdrafts to pay suppliers authorized by the Bank. The previous recent overdrafts reached a high of \$215,763.64 on February 24, 2014.
17. Coast Resources has no funds to pay current ongoing expenses. On March 4, 2014, the Bank allowed and authorized an additional overdraft to fund payroll. The payroll cleared on March 5, 2014.
18. I am advised that the Coast Resources directors have or will imminently resign from their positions as directors.

VII. DEMANDS AND NOTICES

19. On February 27, 2014, National Bank, through its counsel, delivered to Coast Resources and each of the Guarantors a demand (the "**Demands**") and Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the "**Notices**"). Attached hereto and marked as Exhibit "I" to this my Affidavit is a true copy of the form of the Demands and Notices sent to Coast Resources and the Guarantors. I understand that the Borrower and Guarantors have or are expected to consent to early enforcement by the Bank.
20. Notwithstanding the Demands and Notices, Coast Resources and the Guarantors have failed to repay the total indebtedness owing.

VIII. FTI CONSULTING CANADA INC.

21. By the terms of the Loan Agreements and the Security, in the event of a default by Coast Resources in the payment to National Bank of any of the monies secured thereby, National Bank is entitled to exercise various remedies, one of which is the appointment of a receiver and manager.
22. In all of the circumstances, I do verily believe that the appointment of a receiver and manager or, alternatively, a receiver of the undertakings, property and assets of Coast Resources and the Guarantors is necessary to protect the interests of National Bank and to preserve and realize on the Security.
23. It is my belief that the collateral under the Security of National Bank in respect of Coast Resources, including under the Guarantees, is at risk and may be further eroded unless a receiver and manager, or in the alternative, a receiver, is appointed over the property, assets and undertakings of Coast Resources and the Guarantors.

24. I do verily believe that FTI Consulting Canada Inc. is prepared to act and has consented to it being appointed as receiver and manager or, alternatively, as receiver of Coast Resources and the Guarantors. Attached hereto and marked as Exhibit "J" to this my Affidavit is a true copy of the executed Consent to Act as Receiver.

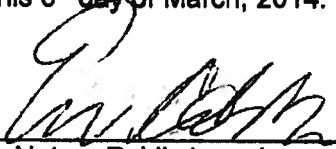
IX. CONCLUSION

25. I am authorized to swear this Affidavit on behalf of National Bank.

26. I make this Affidavit for no improper purpose.

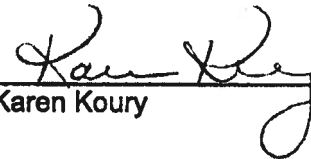
27. I make this Affidavit in support of an Application to this Honourable Court to appoint FTI as receiver and manager of the undertakings, property and assets of Coast Resources and the Guarantors, alternatively, as receiver of the undertakings, property and assets of Coast Resources and the Guarantors and for such other and related relief as may be sought.

SWORN before me at the City of Toronto in the Province of Ontario, this 6th day of March, 2014.



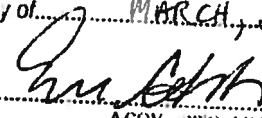
A Notary Public in and for the Province of Ontario

EVAN COZIB
LSUC #55787N



Karen Koury

This is Exhibit A referred to in the
affidavit of KAREN KOURY
sworn before me, this 6th
day of MARCH, 2014


A COMMISSIONER OF THE SUPERIOR COURT OF THE STATE OF LOUISIANA
EVAN COBB
LSJC 55787N

Saskatchewan



**Information
Services
Corporation**
OF SASKATCHEWAN

THIS IS EXHIBIT " _____ " referred to in the Affidavit of **Corporate Registry**

Sworn before me this _____ **Profile Report**
Day of _____ A.D. _____

Entity No: 599993

Entity Name: COAST RESOURCES LTD.

A Commissioner for Oaths
In and for the Province of Alberta

As of: 5-Mar-2014

Entity Name: COAST RESOURCES LTD.

Entity Number: 599993

Status as of Profile date: Active

Entity Type: BUSINESS CORPORATION
Entity Sub Type: SASKATCHEWAN CORPORATION

Incorporation Date: 13-Mar-1992
Home Jurisdiction: SASKATCHEWAN
Annual Return/Renewal Date: 30-Apr-2014

Nature of Business: EXPLORE, DEVELOP & PRODUCE PETROLEUM & NATURAL GAS,
REAL ESTATE

Registered Office:
Name: COAST RESOURCES LTD.
Address: 1530 ANGUS STREET
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4T1Z1

Mailing Address:
Name: COAST RESOURCES LTD.
Address: 1530 ANGUS STREET
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4T1Z1

Allowable Number of Directors: Min: 1 Max: 5

Director/Officer /Shareholder Information:

Dir Became:

Name: WILSON, DAVID F.
Address: 39 MAQUINNA
STREET
City/Province: VICTORIA, BC
Country/Postal Code: CANADA, V8S2J3
Resident Canadian: YES

Director: YES
Officer Position: PRESIDENT
Shareholder: YES

Class Name: E PRE
Shares Held: 1090800.00

Director/Officer /Shareholder Information:

05/03/2014

Dir Became:
Dir Ceased: 11-Feb-2005
Name: WILSON, KAREN R.
Address: 39 MAQUINNA STREET
City/Province: VICTORIA, BC
Country/Postal Code: CANADA, V8S2J3
Resident Canadian: NO

Director: NO
Officer Position: SECRETARY
Shareholder: YES

Class Name: E PRE
Shares Held: 1090800.00

Director/Officer /Shareholder Information:
Name: WILSON, OLIVE J
Address: 1800 DOVER RD
City/Province: CORNWALL, ON
Country/Postal Code: CANADA, K6K1V8

Director: NO
Shareholder: YES

Class Name: G PRE
Shares Held: 5000.00

Director/Officer/Shareholder Information:
Name: DAVID & KAREN WILSON FAMILY TRUST
Address: 39 MAQUINNA STREET
City/Province: VICTORIA, BC
Country/Postal Code: CANADA, V8S2J3

Director: NO
Shareholder: YES

Class Name: A COM
Shares Held: 100.00

Share Structure:

Class	Voting Rights	Authorized Number	Issued Number
A COM	YES	UNLIMITED	100.00
B COM	YES	UNLIMITED	00.00
C COM	NO	UNLIMITED	00.00
D COM	NO	UNLIMITED	00.00
E PRE	YES	UNLIMITED	2181800.00
F SR1 TO 10	NO	100000.00	00.00
G PRE	NO	UNLIMITED	5000.00
Total Number of Shares Issued:			2186700.00

Power(s) of Attorney:

Name: GRIFFIN, MICHAEL B.
Address: 1530 ANGUS STREET
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4T1Z1

Power(s) of Attorney:

Name: DANIEL, MADDIGAN J.
Address: 1530 ANGUS STREET
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4T1Z1

05/03/2014

General Information:

Licensed with Consumer Protection Branch: NO

Number of Paid Full Time Employees: 5

Number of Paid Part Time Employees: 0

Event History:

Event	Date
CONVERSION	10-Sep-1999
ANNUAL RETURN	17-Apr-2000
NOTICE OF REGISTERED OFFICE	21-Aug-2000
ANNUAL RETURN	12-Apr-2001
ANNUAL RETURN	18-Mar-2002
ANNUAL RETURN	04-Apr-2003
ANNUAL RETURN (Filed on the Web)	08-Apr-2004
AMENDMENT	01-Nov-2004
NOTICE OF DIRECTORS	18-Feb-2005
AMENDMENT	28-Apr-2005
ANNUAL RETURN	25-May-2005
ANNUAL RETURN (Filed on the Web)	24-Apr-2006
ANNUAL RETURN (Filed on the Web)	19-Mar-2007
ANNUAL RETURN (Filed on the Web)	15-Apr-2008
ANNUAL RETURN (Filed on the Web)	04-May-2009
ANNUAL RETURN (Filed on the Web)	19-Mar-2010
ANNUAL RETURN (Filed on the Web)	18-Mar-2011
POWER OF ATTORNEY	28-Apr-2012
ANNUAL RETURN	28-Apr-2012
ANNUAL RETURN (Filed on the Web)	28-Jun-2013

This is Exhibit B referred to in the
et al. of KAREN KOURY
shown before me, this 6th
day of MARCH, 2014

[Handwritten Signature]

A COMMISSIONER OF THE STATE OF LOUISIANA

EVAN COBB
LSUC 55787N

Saskatchewan



**Information
Services
Corporation**
OF SASKATCHEWAN

THIS IS EXHIBIT " _____ " referred to in the Affidavit of _____ Corporate Registry

Sworn before me this _____ Profile Report
Day of _____ A.D. _____

Entity No: 101033165

Entity Name: 101033165 SASKATCHEWAN LTD. A Commissioner for Oaths As of: 5-Mar-2014
in and for the Province of Alberta

Entity Name: 101033165 SASKATCHEWAN LTD.

Entity Number: 101033165

Status as of Profile date: Active

Entity Type: BUSINESS CORPORATION
Entity Sub Type: SASKATCHEWAN CORPORATION

Incorporation Date: 10-May-2002
Home Jurisdiction: SASKATCHEWAN
Annual Return/Renewal Date: 30-Jun-2014

Nature of Business: HOLDING COMPANY

Registered Office:
Name: 101033165 SASKATCHEWAN LTD.
Address: 1530 ANGUS ST.
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4T1Z1

Mailing Address:
Name: 101033165 SASKATCHEWAN LTD.
Address: 1530 ANGUS ST.
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4T1Z1

Allowable Number of Directors: Min: 1 Max: 6

Director/Officer /Shareholder Information:

Dir Became:	30-Jul-2004		
Name:	FEDIRKO, JOHN M.R.	Director:	YES
Address:	17 FLAMINGO CRESCENT		
City/Province:	REGINA, SK		
Country/Postal Code:	CANADA, S4S4L6		
Resident Canadian:	YES		

Director/Officer /Shareholder Information:

Dir Became:	04-Jul-2002		
Name:	WILSON, DAVID F.	Director:	YES
	39 MAQUINNA		

05/03/2014

Address: STREET Officer Position: PRESIDENT
 City/Province: VICTORIA, BC
 Country/Postal Code: CANADA, V8S2J3
 Resident Canadian: YES

Director/Officer/Shareholder Information:

Name: COAST RESOURCES LTD. Director: NO
 Address:
 City/Province: , SK Shareholder: YES
 Country/Postal Code: CANADA,
 Class Name: A
 Shares Held: 70.00

Director/Officer/Shareholder Information:

Name: FEDIRKO HOLDINGS INC. Director: NO
 Address:
 City/Province: , SK Shareholder: YES
 Country/Postal Code: CANADA,
 Class Name: A
 Shares Held: 15.00

Share Structure:

Class	Voting Rights	Authorized Number	Issued Number
A	YES	UNLIMITED	85.00
B	NO	UNLIMITED	00.00
C	NO	UNLIMITED	00.00
Total Number of Shares Issued:			85.00

General Information:

Licensed with Consumer Protection Branch: NO

Event History:

<u>Event</u>	<u>Date</u>
INCORPORATION	10-May-2002
NOTICE OF DIRECTORS	05-Jul-2002
ANNUAL RETURN	19-Jun-2003
ANNUAL RETURN (Filed on the Web)	30-Jun-2004
NOTICE OF DIRECTORS	23-Aug-2004
NOTICE OF DIRECTORS	18-Feb-2005
ANNUAL RETURN (Filed on the Web)	29-Jun-2005
ANNUAL RETURN (Filed on the Web)	28-Jun-2006
ANNUAL RETURN (Filed on the Web)	25-Jun-2007
ANNUAL RETURN (Filed on the Web)	27-Jun-2008
ANNUAL RETURN (Filed on the Web)	23-Jun-2009
ANNUAL RETURN (Filed on the Web)	29-Jun-2010
ANNUAL RETURN (Filed on the Web)	24-Jun-2011
ANNUAL RETURN (Filed on the Web)	29-May-2012
ANNUAL RETURN (Filed on the Web)	28-Aug-2013

That I, C referred to in the
petition of KAREN KOURY
signed before me, this 6th
day of MARCH, 2014

Evan Cobb

A COMMISSIONER OF THE STATE OF LOUISIANA

EVAN COBB
LSUC #55747D

Saskatchewan



**Information
Services
Corporation**
OF SASKATCHEWAN

THIS IS EXHIBIT " _____ " referred to in the Affidavit of _____
Corporate Registry

Sworn before me this _____
Day of _____ A.D. _____
Profile Report

Entity No: 101124102
Entity Name: VIEWFIELD OIL & GAS LTD. A Commissioner for Oaths
In and for the Province of Alberta As of: 5-Mar-2014

Entity Name: VIEWFIELD OIL & GAS LTD.
Entity Number: 101124102
Status as of Profile date: Active

Entity Type: BUSINESS CORPORATION
Entity Sub Type: SASKATCHEWAN CORPORATION

Incorporation Date: 08-Jun-2008
Home Jurisdiction: SASKATCHEWAN
Annual Return/Renewal Date: 31-Jul-2014

Nature of Business: OIL AND GAS COMPANY

Registered Office:
Name: VIEWFIELD OIL & GAS LTD.
Address: 1530 ANGUS STREET
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4T1Z1
Attention: DANIEL J. MADDIGAN

Mailing Address:
Name: VIEWFIELD OIL & GAS LTD.
Address: 1530 ANGUS STREET
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4T1Z1
Attention: DANIEL J. MADDIGAN

Allowable Number of Directors: Min: 1 Max: 6

Director/Officer /Shareholder Information:

Dir Became: 31-Mar-2009
Name: WILSON, KAREN R Director: YES
Address: 39 MAQUINNA ST Officer Position: PRESIDENT
City/Province: VICTORIA, BC Shareholder: YES
Country/Postal Code: CANADA, V8S2J3
Resident Canadian: YES

Class Name: CLASS A
Shares Held: 84.00

Share Structure:

Class	Voting Rights	Authorized Number	Issued Number
CLASS A	YES	UNLIMITED	64.00
CLASS B	NO	UNLIMITED	00.00
CLASS C	NO	UNLIMITED	00.00
Total Number of Shares Issued:			64.00

Power(s) of Attorney:

Name: GRIFFIN, Q.C., JAMES A.
Address: 1530 ANGUS STREET
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4T1Z1

Power(s) of Attorney:

Name: MADDIGAN, DANIEL J.
Address: 1530 ANGUS STREET
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4T1Z1

General Information:

Licensed with Consumer Protection Branch: NO
Number of Paid Full Time Employees: 1
Number of Paid Part Time Employees: 0

Name History:

Previous Name: 101124102 SASKATCHEWAN LTD.
Date of Change: 31-Mar-2009

Event History:

<u>Event</u>	<u>Date</u>
INCORPORATION (Filed on the Web)	09-Jun-2008
NAME CHANGE (Filed on the Web)	31-Mar-2009
NOTICE OF DIRECTORS (Filed on the Web)	05-May-2009
CHANGE SHAREHOLDERS (Filed on the Web)	05-May-2009
FILED UNANIMOUS SHAREHOLDER AGREEMENT	05-May-2009
ANNUAL RETURN (Filed on the Web)	24-Jul-2009
ANNUAL RETURN (Filed on the Web)	29-Jul-2010
NOTICE OF DIRECTORS (Filed on the Web)	18-Jan-2011
CHANGE SHAREHOLDERS (Filed on the Web)	18-Jan-2011
TERMINATE UNANIMOUS SHAREHOLDER AGREEMENT	02-Feb-2011
ANNUAL RETURN	28-Jul-2011
POWER OF ATTORNEY	28-Jul-2011
ERROR CORRECTION	07-Sep-2011
ANNUAL RETURN (Filed on the Web)	23-Jul-2012
ANNUAL RETURN (Filed on the Web)	28-Jun-2013

This is Exhibit D referred to in the
affidavit of KAREN KOURY
sworn before me, this 6th
day of MARCH, 2014



A COMMISSIONER IN CHARGE AT DAVIS

EVAN COBB

LSUC #55787N

Saskatchewan

**Information
Services
Corporation**
OF SASKATCHEWAN

THIS IS EXHIBIT "_____"
referred to in the Affidavit of **Corporate Registry**

Sworn before me this _____
Day of _____ A.D. _____

Profile Report

Entity No: 101047301

Entity Name: COAST SERVICES INC.

A Commissioner for Oaths
in and for the Province of Alberta

As of: 8-Mar-2014

Entity Name: COAST SERVICES INC.

Entity Number: 101047301

Status as of Profile date: Active

Entity Type: BUSINESS CORPORATION

Entity Sub Type: SASKATCHEWAN CORPORATION

Incorporation Date: 11-Aug-2003

Home Jurisdiction: SASKATCHEWAN

Annual Return/Renewal Date: 30-Sep-2014

Nature of Business: PROVIDE ADMINISTRATIVE/MANAGERIAL SERVICES FOR
COMPANIES THAT HAVE OWNERSHIP INTERESTS IN OIL AND GAS
FIELDS

Registered Office:

Name: COAST SERVICES INC.

Address: 1630 ANGUS STREET

City/Province: REGINA, SK

Country/Postal Code: CANADA, S4T1Z1

Mailing Address:

Name: COAST SERVICES INC.

Address: 1630 ANGUS STREET

City/Province: REGINA, SK

Country/Postal Code: CANADA, S4T1Z1

Allowable Number of Directors: Min: 1 Max: 5

Director/Officer /Shareholder Information:

Dir Became: 11-Aug-2003

Name: WILSON, DAVID

FENNELL

Director: YES

Address: 39 MAQUINNA ST.

City/Province: VICTORIA, BC

Shareholder: YES

Country/Postal Code: CANADA, V8S2J3

Resident Canadian: YES

Class Name: A COM

Shares Held: 70.00

Share Structure:

05/03/2014

Class	Voting Rights	Authorized Number	Issued Number
A COM	YES	UNLIMITED	70.00
B COM	YES	UNLIMITED	00.00
C COM	NO	UNLIMITED	00.00
D COM	NO	UNLIMITED	00.00
E PRE	YES	UNLIMITED	00.00
F PRE	YES	UNLIMITED	00.00
G PRE	NO	UNLIMITED	00.00
H PRE	NO	UNLIMITED	00.00
I PRE	NO	UNLIMITED	00.00
J PRE	YES	UNLIMITED	00.00
Total Number of Shares Issued:			70.00

Power(s) of Attorney:

Name: GRIFFIN, MICHAEL B
Address: 1530 ANGUS ST.
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4T1Z1

Power(s) of Attorney:

Name: MADDIGAN, DANIEL J
Address: 1530 ANGUS ST.
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4T1Z1

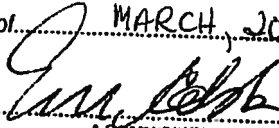
General Information:

Licensed with Consumer Protection Branch: NO

Event History:

<u>Event</u>	<u>Date</u>
INCORPORATION	11-Aug-2003
ANNUAL RETURN (Filed on the Web)	16-Aug-2004
AMENDMENT	01-Nov-2004
ANNUAL RETURN (Filed on the Web)	28-Aug-2005
ANNUAL RETURN (Filed on the Web)	27-Sep-2006
ANNUAL RETURN (Filed on the Web)	21-Sep-2007
ANNUAL RETURN (Filed on the Web)	30-Sep-2008
ANNUAL RETURN (Filed on the Web)	28-Sep-2009
ANNUAL RETURN (Filed on the Web)	30-Sep-2010
AMENDMENT	04-Feb-2011
ANNUAL RETURN	17-Oct-2011
POWER OF ATTORNEY	17-Oct-2011
ANNUAL RETURN (Filed on the Web)	24-Sep-2012
ANNUAL RETURN (Filed on the Web)	02-Dec-2013

This is Exhibit E referred to in the
affidavit of KAREN KOURY
sworn before me, this 6th
day of MARCH, 2014



A COMMISSIONER IN CHARGE OF AFFIDAVITS

EVAN COBB

LSUC #557870



RECEIVED
OCT 23 2012

Writer's Direct Line
(403) 294-4951

October 22, 2012

THIS IS EXHIBIT "_____"
referred to in the Affidavit of **BY COURIER**

Coast Resources Ltd.
3035 Tutor Drive, Suite 203
Regina, SK S4W 1B5

Sworn before me this _____
Day of _____ A.D. _____

A Commissioner for Oaths
in and for the Province of Alberta

ATTENTION: Mr. David F. Wilson
President

Dear Sir:

RE: CREDIT FACILITIES – NATIONAL BANK OF CANADA / COAST RESOURCES LTD.

We are pleased to advise that National Bank of Canada has approved the following revised Credit Facilities for Coast Resources Ltd., subject to the terms and conditions set out herein. This Offering Letter contains all the terms and conditions pertaining to the availability of Credit Facilities from National Bank of Canada and as a result it amends, incorporates, and restates the terms and conditions of all existing and new commitments.

BORROWER: COAST RESOURCES LTD. (the "Borrower" or "Loan Party").

GUARANTORS: 101033165 SASKATCHEWAN LTD.,
VIEWFIELD OIL & GAS LTD., and
COAST SERVICES INC. (collectively, the "Guarantor").

The Borrower and the Guarantor are collectively referred to as "Loan Parties", and each, a "Loan Party".

LENDER: NATIONAL BANK OF CANADA (the "Bank").

CREDIT FACILITY A: REVOLVING OPERATING DEMAND LOAN (the "Credit Facility A").

MAXIMUM AMOUNT: \$7,500,000.

PURPOSE: Credit Facility A shall only be used for the Borrower's general corporate purposes including capital expenditures.

AVAILABILITY: Prime Rate loans ("Prime Rate Loans"). Revolving in whole multiples of Cdn\$50,000.

Letters of credit and/or letters of guarantee ("L/C/Gs") (maximum term one year). The aggregate Face Amount of L/C/Gs issued and outstanding at any time limited to \$750,000 in any currency acceptable to the Bank.

REPAYMENT: Interest only but always subject to Availability, Review, and the Bank's right of demand.

National Bank of Canada
311 - 6 Avenue SW, Suite 1800
Calgary (Alberta) T2P 3H2

INTEREST RATE:

Prime Rate Loans

The Borrower shall pay interest calculated daily and payable monthly, not in advance, on the outstanding principal amount of Prime Rate Loans drawn under the Credit Facility A at a rate per annum equal to the Prime Rate as designated from time to time by the Bank plus one and one-quarter percent (Prime Rate + 1.25% p.a.). Interest at the aforesaid rate shall be due and payable on the 26th day of each and every month until all amounts owing to the Bank are paid in full. Interest shall be paid via automatic debit to the Borrower's account at the Calgary Branch of the Bank.

As of this date, the Bank's Prime Rate is 3.00% per annum.

STANDBY FEE:

One-quarter percent per annum (0.25% p.a.), based on a 365 or 366 day period, as the case may be, on the undrawn portion of the Credit Facility A (the "Standby Fee"), payable monthly on the first Business Day of each month.

L/C/G FEE:

One and one-half percent per annum (1.50% p.a.), based on a 365 or 366 day period, as the case may be, of the issue amount, payable at issue (the "L/C/G Fee"). This non-refundable, upfront fee is to be based on the number of months the L/C/G is to be outstanding with any portion of 31 days to be considered a complete month.

**DRAWDOWN,
NOTIFICATION,
AND CONVERSION:**

All Advances under Credit Facility A may only be drawn on a day that is a Business Day.

Prime Rate Loans

As required.

EVIDENCE OF DEBT:

Revolving Demand Credit Agreement and the records of the Bank. Such records maintained by the Bank shall constitute in the absence of manifest error prima facie evidence of the obligations of the Borrower to the Bank in respect of Advances made. The failure by the Bank to correctly record any such amount or date shall not adversely affect the obligations of the Borrower to pay amounts due hereunder to the Bank in accordance with this Offering Letter.

CREDIT FACILITY B:

ACQUISITION/DEVELOPMENT DEMAND LOAN (the "Credit Facility B").

MAXIMUM AMOUNT:

\$2,250,000.

DRAWDOWN AMOUNT:

\$2,000,000.

PURPOSE:

Credit Facility B shall only be used by the Borrower to assist in the acquisition of producing petroleum and natural gas reserves and/or development of proved non-producing/undeveloped petroleum and natural gas reserves.

For the initial Drawdown Amount, to assist in development capital expenditures at Luseland, Saskatchewan.

AVAILABILITY:

Prime Rate loans ("Prime Rate Loans") in Canadian dollars, available by way of multiple draws subject to prior engineering review by the Bank utilizing the Bank's normal lending parameters accorded to the proved producing petroleum and natural gas reserves being acquired and/or evidence of capital expenditures on approved development of proved non-producing/undeveloped reserves.

REPAYMENT:

Subject to Availability, Review, and the Bank's right of demand, monthly principal repayments over the half-life of the reserves being financed, as determined by the Bank. Repayment to commence the month following drawdown.

For the initial Drawdown Amount, principal repayments of \$75,000/month commencing January 1, 2013.

INTEREST RATE:

The Borrower shall pay interest calculated daily and payable monthly, not in advance, on the outstanding principal amount of Prime Rate Loans drawn under the Credit Facility B at a rate per annum equal to the Prime Rate as designated from time to time by the Bank plus one and three-quarters percent (Prime Rate + 1.75% p.a.). Interest at the aforesaid rate shall be due and payable on the 26th day of each and every month until all amounts owing to the Bank are paid in full. Interest shall be paid via automatic debit to the Borrower's account at the Calgary Branch of the Bank.

As of this date, the Bank's Prime Rate is 3.00% per annum.

CREDIT FACILITY FEE:

One-half percent (0.50%) on the amount of each Advance drawn on the Credit Facility B, due and payable at the commitment for such Advance. Non-refundable.

For the initial Drawdown Amount, \$10,000 payable at drawdown commitment.

STANDBY FEE:

One-quarter percent per annum (0.25% p.a.), based on a 365 or 366 day period, as the case may be, on the undrawn portion of the Credit Facility B (the "Standby Fee"), payable monthly on the first Business Day of each month.

CONDITIONS PRECEDENT TO FUNDING:

In addition to all other Conditions Precedent set out in this Offering Letter, prior to the initial advance under the Credit Facility B, the Borrower shall provide:

1. A Variable Rate Demand Promissory Note in the face amount of \$2,000,000 duly executed and delivered to the Bank by the Borrower; and
2. A detailed capital expenditure budget for approved developments of proven non-producing/undeveloped petroleum and natural gas reserves along with evidence of specific capital expenditures, as applicable.

CREDIT FACILITY C:

MASTERCARD FACILITY (the "Credit Facility C").

MAXIMUM AMOUNT:

\$10,000.

PURPOSE:

Credit Facility C shall only be used by the Borrower to facilitate travel, entertainment, and supplier expenses for company officers.

REPAYMENT:

Payment in full, monthly.

INTEREST RATE:

Standard rates as established from time to time by MasterCard.

EVIDENCE OF DEBT:

MasterCard monthly statements and the records of the Bank. Such records maintained by the Bank shall constitute in the absence of manifest error prima facie evidence of the obligations of the Borrower to the Bank in respect of Advances made. The failure by the Bank to correctly record any such amount or date shall not adversely affect the obligations of the Borrower to pay amounts due hereunder to the Bank in accordance with this Offering Letter.

RISK MANAGEMENT FACILITY (the "Risk Management Facility")

- PURPOSE:** Risk Management Facility shall be used by the Borrower for Financial Instruments.
- AVAILABILITY:** Various Financial Instruments. Maximum term 26 months. Subject to Bank availability and including a cross default limit of \$300,000.
- SETTLEMENT:** Settlement as per contract maturities.
- EVIDENCE OF USAGE:** Executed treasury contracts, executed ISDA Master Agreement with appropriate annexes, other documentation acceptable to the Bank, and the records of the Bank. Such records maintained by the Bank shall constitute in the absence of manifest error prima facie evidence of the obligations of the Borrower to the Bank in respect of Advances made. The failure by the Bank to correctly record any such amount or date shall not adversely affect the obligations of the Borrower to pay amounts due hereunder to the Bank in accordance with this Offering Letter.

FOR ALL CREDIT FACILITIES

- DEFINITIONS:** In this Offering Letter, including the Appendices hereto and in all notices given pursuant to this Offering Letter, capitalized words and phrases shall have the meanings given to them in this Offering Letter in their proper context, and words and phrases not otherwise defined in this Offering Letter but defined in Appendix C to this Offering Letter shall have the meanings given to them in Appendix C to this Offering Letter.
- INTERPRETATION:** In this Offering Letter, unless otherwise specifically provided, words importing the singular will include the plural and vice versa, words importing gender shall include the masculine, the feminine and the neuter, and "in writing" or "written" includes printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception, including by facsimile.
- FEES:** \$18,375 payable upon provision of this Offering Letter. Non-refundable. This fee includes the Bank's engineering expenses incurred for this Review. This fee is in addition to and not in substitution for any other fees due and payable under this Offering Letter.
- SECURITY:** The following security shall be completed, duly executed, delivered, and registered, where necessary, to the entire satisfaction of the Bank and its counsel. All present and future security (the "Security") and the terms thereof shall be held by the Bank as continuing security for all present and future debts, obligations and liabilities (whether direct or indirect, absolute or contingent) of the Loan Parties to the Bank including without limitation for the repayment of all loans and advances made hereunder and for other loans and advances that may be made from time to time in the future whether hereunder or otherwise. For greater certainty, all Financial Instruments, including without limitation swaps and forwards, entered into at any time with the Bank (or any of its subsidiaries or affiliates from time to time) are deemed to be debts, obligations and liabilities of the Borrower and are secured by the Security on a pari passu basis and shall rank pari passu with all other indebtedness under the Credit Facilities. Where applicable, the Security will be in the Bank's standard form.

Held:

1. Accepted Offering Letter dated November 8, 2011.
2. Accepted Amending Offering Letter dated February 27, 2012.

3. \$5,000,000 Debenture with a floating charge over all assets of the Borrower with a negative pledge and undertaking to provide fixed charges on the Borrower's producing petroleum and natural gas properties at the request of the Bank, and pledge of such Debenture.
4. \$10,000,000 Supplemental Debenture with a floating charge over all assets of the Borrower with a negative pledge and undertaking to provide fixed charges on the Borrower's producing petroleum and natural gas reserves at the request of the Bank, and pledge of such Supplemental Debenture.
5. \$20,000,000 Supplemental Debenture with a floating charge over all assets of the Borrower with a negative pledge and undertaking to provide fixed charges on the Borrower's producing petroleum and natural gas reserves at the request of the Bank, and pledge of such Supplemental Debenture.
6. Unlimited Guarantee of the Borrower from 101033165 Saskatchewan Ltd., Viewfield Oil & Gas Ltd., and Coast Services Inc. supported by \$20,000,000 Supplemental Debenture with a floating charge over all assets of the 101033165 Saskatchewan Ltd., Viewfield Oil & Gas Ltd., and Coast Services Inc. with a negative pledge and undertaking to provide fixed charges on the Guarantors' producing petroleum and natural gas reserves at the request of the Bank, and pledge of such Supplemental Debenture.
7. Evidence of insurance coverage in accordance with industry standards designating the Bank as first loss payee in respect of the proceeds of the insurance.
8. Appropriate title representation (Officer's Certificate as to Title) including a schedule of major producing petroleum and natural gas reserves described by lease (type, date, term, parties), legal description (wells and spacing units), interest (Working Interest or other APO/BPO interests), overrides (APO/BPO), gross overrides, and other liens, encumbrances, and overrides); (or, at the request of the Bank, title opinion satisfactory to the Bank and its counsel).
9. Assignment of revenues and monies under material contracts, as applicable.
10. Subordination/Postponement Agreement from Mr. David Wilson.
11. Subordination/Postponement Agreement from Ms. Karen Wilson.
12. Subordination/Postponement Agreement from Fedirko Holdings Inc.
13. Legal Opinion of the Bank's counsel.

The Security has been registered in the Provinces of Alberta and Saskatchewan, in a first priority position, subject only to Permitted Encumbrances.

To Be Obtained:

1. Accepted Offering Letter dated October 22, 2012.
2. Such other security, documents, and agreements that the Bank or its legal counsel may reasonably request.

**REPRESENTATIONS
AND WARRANTIES:**

Each Loan Party represents and warrants to the Bank (all of which representations and warranties each Loan Party hereby acknowledges are being relied upon by the Bank in entering into this Offering Letter) that:

1. Each Loan Party has been duly incorporated or formed, as applicable, and is in good standing under the legislation governing it, and it has the powers, permits, and licenses required to operate its business or enterprise and to own, manage, and administer its property.
2. This Offering Letter constitutes, and the Security and related agreements shall constitute, legal, valid, and binding obligations of each Loan Party party thereto, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally and to the availability of equitable remedies.
3. Each Loan Party has the right to pledge, charge, mortgage, or lien its assets in accordance with the Security contemplated by this Offering Letter.
4. Each Loan Party is presently in good standing under, and shall duly perform and observe, all material terms of all documents, agreements, and instruments affecting or relating to the petrolsum assets of such Loan Party.
5. There has been no adverse material change in the financial position of any Loan Party since the date of its most recent consolidated financial statements dated June 30, 2012, which were furnished to the Bank. Such consolidated financial statements fairly present the financial position of each Loan Party at the date that they were drawn up. No Loan Party foresees incurring any major liability which it has not already disclosed to the Bank.
6. No Loan Party is involved in any dispute or legal or regulatory proceedings likely to materially affect its financial position or its capacity to operate its business.
7. No Loan Party is in default under the contracts to which it is a party or under the applicable legislation and regulations governing the operation of its business or its property, including, without limitation, all Environmental Requirements subsequently stated in Environmental Obligations.
8. The Borrower has no subsidiaries except for the other Loan Parties.
9. The chief executive office (for the purposes of the PPSA) of each Loan Party is located in Saskatchewan.
10. Each Loan Party has all the requisite power, authority and capacity to execute and deliver this Offering Letter and the Security (to which it is a party) and to perform its obligations hereunder and thereunder.
11. The execution and delivery of this Offering Letter and the Security (to which it is a party) and the performance of the terms of this Offering Letter and such Security do not violate the provisions of any Loan Party's constituting documents or its by-laws or any law, order, rule or regulation applicable to it and have been validly authorized by it.
12. The execution, delivery and performance of the terms of this Offering Letter and the Security (to which it is a party) will not constitute a breach of any agreement to which any Loan Party or its property, assets or undertaking are bound or affected.

13. No Loan Party has incurred any indebtedness or obligations for borrowed money (other than as contemplated hereby or payables incurred in the ordinary course of business or as previously disclosed in writing to the Bank) and has not granted any security ranking equal with or in priority to the Security (other than Permitted Encumbrances).

Unless expressly stated to be made as of a specific date, the representations and warranties made in this Offering Letter shall survive the execution of this Offering Letter and all Security, and shall be deemed to be repeated as of the date of each Advance and as of the date of delivery of each Compliance Certificate, subject to modifications made by the Borrower to the Bank in writing and accepted by the Bank. The Bank shall be deemed to have relied upon such representations and warranties at each such time as a condition of making an Advance hereunder or continuing to extend the Credit Facilities hereunder.

**CONDITIONS
PRECEDENT:**

Prior to any additional advances under the Credit Facilities, the Borrower shall have provided, executed or satisfied the following, to the Bank's satisfaction (collectively with all other conditions precedent set out in this Offering Letter, the "Conditions Precedent"):

1. A Revolving Demand Credit Agreement in the face amount of \$7,500,000 duly executed and delivered to the Bank by the Borrower.
2. All Security shall be duly completed, authorized, executed, delivered by each Loan Party which is a party thereto, and registered, all to the satisfaction of the Bank and its counsel.
3. All fees due and payable to the Bank shall have been paid.
4. No Default or Event of Default shall exist.
5. No Material Adverse Effect has occurred with respect to any Loan Party or the Security.
6. Any other document that may be reasonably requested by the Bank.

The above conditions are inserted for the sole benefit of the Bank, and may be waived by the Bank in whole or in part (with or without terms or conditions) in respect of any particular Advance, provided that any waiver shall not be binding unless given in writing and shall not derogate from the right of the Bank to insist on the satisfaction of any condition not expressly waived in writing or to insist on the satisfaction of any condition waived in writing which may be requested in the future.

**REPORTING
REQUIREMENTS:**

The Borrower shall submit to the Bank:

1. Monthly production and revenue reports in form and substance satisfactory to the Bank within 60 calendar days of each month end;
2. Quarterly unaudited consolidated financial statements including balance sheet, income statement, and cash flow statement and Compliance Certificate within 60 calendar days of each fiscal quarter end for the first three fiscal quarters of each fiscal year;
3. Annual audited (at the Bank's discretion, reviewed) consolidated financial statements and Compliance Certificate within 120 calendar days of each fiscal year end;

4. Annual audited (at the Bank's discretion, reviewed) unconsolidated financial statements for each Loan Party within 120 calendar days of each fiscal year end;
5. Annual independent engineering report in form and substance satisfactory to the Bank on the petroleum and natural gas reserves of the Borrower within 120 calendar days of each fiscal year end, prepared by a firm acceptable to the Bank;
6. Annual consolidated budget for the following fiscal year, including production, cash flow and capital expenditures forecasts, within 120 days of each fiscal year end; and
7. Any other information the Bank may reasonably require from time to time.

**AFFIRMATIVE
COVENANTS:**

Each Loan Party shall (each of the below being an "Affirmative Covenant"):

1. Carry on business and operate its petroleum and natural gas reserves in accordance with good practices consistent with accepted industry standards and pursuant to applicable agreements, regulations, and laws.
2. Maintain its corporate existence and comply with all applicable laws.
3. Pay, when due, all taxes, assessments, deductions at source, crown royalties, income tax or levies for which the payment is guaranteed by legal privilege, prior claim, or legal hypothec, without subrogation or consolidations.
4. Comply with all regulatory bodies and provisions regarding environmental procedures and controls.
5. Upon reasonable notice, allow the Bank access to its books and records, and take excerpts therefrom or make copies thereof, and to visit and inspect its assets and place(s) of business.
6. Maintain adequate and appropriate insurance on its assets including protection against public liability, blow-outs, and "all-risk" perils.
7. Inform the Bank of any event or action which would have a Material Adverse Effect on its operational or financial affairs, including but not limited to the sale of assets, guarantees, funded debt from other lenders, or alteration of type of business.
8. Keep and maintain books of account and other accounting records in accordance with GAAP.
9. Maintain an Adjusted Working Capital Ratio of not less than 1.00:1.00 at all times.
10. Pay all amounts due and payable hereunder and pursuant to the Security in accordance with the respective terms hereof and thereof.
11. As soon as practicable following receipt by such Loan Party of a request by the Bank to provide fixed charge security over the producing petroleum and natural gas properties of such Loan Party (and in any event not more than 5 Business Days following such request), furnish or cause to be furnished to the Bank, at the sole cost and expense of such Loan Party, fixed charge security over such producing and natural gas properties of such Loan Party as are specified by the Bank, in the form of a supplemental instrument to the Security.

12. Observe the terms of and perform its obligations under this Offering Letter and the Security, and under any other agreements now or hereafter made with the Bank.
13. Utilize the Advances only for the applicable purposes stipulated herein.
14. Notify the Bank, without delay, of (a) any litigation or proceeding in which it is a party if an adverse decision therein would require it to pay more than \$400,000 or deliver assets the value of which exceeds such sum (whether or not the claim is considered to be covered by insurance), and (b) the institution of any other suit or proceeding involving it that might materially and adversely affect its property, assets or undertaking, or its operations, financial conditions or business.
15. Notify the Bank, without delay, of any Default or Event of Default.
16. Obtain and maintain the licenses and permits required to operate its business unless failure to obtain such licenses and permits could not reasonably be expected to result in a Material Adverse Effect.
17. Provide the Bank with any information or document that it may reasonably require from time to time.

**NEGATIVE
COVENANTS:**

No Loan Party shall, without the prior approval of the Bank (each of the below being a "Negative Covenant"):

1. Allow a Change of Control.
2. Merge, amalgamate, consolidate, or wind up its assets, unless (i) such merger, amalgamation, consolidation or winding up is with another Loan Party and (ii) it has notified the Bank, without delay, of such merger, amalgamation, consolidation or winding up.
3. Reduce or distribute capital or pay dividends or redeem or repurchase common or preferred shares, unless such distribution, dividends, redemptions, and repurchases do not impair the capacity of such Loan Party to fulfil its obligations with respect to the Credit Facilities, including the repayment of all Credit Facilities; notwithstanding the foregoing, no Loan Party shall reduce or distribute capital or pay dividends or redeem or repurchase common or preferred shares when a Default or an Event of Default has occurred and is continuing or shall reasonably be expected to occur as a result of reducing or distributing capital or paying dividends or redeeming or repurchasing common or preferred shares, as the case may be.
4. Incur further secured indebtedness, pledge or encumber assets, or guarantee the obligations of others.
5. Make loans or investments, except to or in another Loan Party.
6. Sell or dispose of any assets subject to the Bank's Security in the aggregate of greater than \$400,000 each calendar year. This shall include sale/leaseback transactions on facilities.
7. Hedge or contract crude oil, natural gas liquids, or natural gas, on a fixed price basis, exceeding 50% of actual production volumes.
8. Monetize or effect an early termination of any fixed price financial hedge or contract.

9. Make any material change in the nature of its business as carried on at the date hereof.
10. Utilize Advances to finance a hostile takeover.
11. Move its property, assets or undertaking outside the jurisdictions in which the Security is registered.
12. Move its chief executive office from Saskatchewan.
13. Create, acquire or suffer to exist any subsidiary unless such subsidiary provides a guarantee and such other Security required by the Bank, in its sole discretion.
14. Experience a change in its executive management which, in the opinion of the Bank, acting in its sole discretion, has or may have a Material Adverse Effect.

**ENVIRONMENTAL
OBLIGATIONS:**

1. Each Loan Party shall comply with the requirements of all legislative and regulatory environmental provisions (the "Environmental Requirements") and shall at all times maintain the authorizations, permits, and certificates required under these provisions.
2. Each Loan Party shall immediately notify the Bank in the event a contaminant spill or emission occurs or is discovered with respect to its property, operations, or those of any neighbouring property. In addition, it shall report to the Bank forthwith any notice, order, decree, or fine that it may receive or be ordered to pay with respect to the Environmental Requirements relating to its business or property.
3. At the request of and in accordance with the conditions set forth by the Bank, each Loan Party shall, at its own cost, provide any information or document which the Bank may require with respect to its environmental situation, including any study or report prepared by a firm acceptable to the Bank. In the event that such studies or reports reveal that any Environmental Requirements are not being respected, the applicable Loan Party shall effect the necessary work to ensure that its business and property comply with the Environmental Requirements within a period acceptable to the Bank.
4. Each Loan Party undertakes to indemnify the Bank for any damage which the Bank may suffer or any liability which it may incur as a result of any non-compliance with the Environmental Requirements.
5. The provisions, undertakings, and indemnification set out in this section shall survive the satisfaction and release of the Security and payment and satisfaction of the indebtedness and liability of the Borrower to the Bank pursuant to the terms hereof.

EVENTS OF DEFAULT:

Notwithstanding that the Credit Facilities are on a demand basis, and without prejudice to the Bank's rights thereby, the following shall be considered events of default ("Events of Default"), upon the occurrence of which, or of a Default, the Bank may choose, in its sole discretion, to cancel all credit availability and to demand repayment of the Credit Facilities in full, together with outstanding accrued interest, fees and any other obligations of the Borrower to the Bank, and, without prejudice to the Bank's other rights and remedies, the Bank's Security shall become enforceable:

1. Immediately upon failure by any Loan Party to pay any instalment of principal, interest, fees, costs, incidental charges or any other amount payable hereunder or under any of the Security when due.

2. Any material representation or warranty contained in this Offering Letter, the Security, any certificate or any opinion delivered hereunder proves to be untrue.
3. Failure by any Loan Party to observe or comply with any Affirmative Covenant, Negative Covenant, Environmental Obligation, condition, or term as outlined herein, or in any Security document or underlying agreements delivered pursuant hereto (not otherwise specifically dealt with in this Events of Default Section).
4. In the opinion of the Bank, acting reasonably, a Material Adverse Effect in the financial condition of any Loan Party or to the operation of any Loan Party's assets has occurred.
5. If a petition is filed, an order is made or a resolution passed, or any other proceeding is taken for the winding up, dissolution, or liquidation of any Loan Party.
6. If proceedings are taken to enforce any encumbrance on the assets of any Loan Party having a value in the aggregate greater than \$400,000, excepting as long as such proceedings are being contested in good faith by such Loan Party and security satisfactory to the Bank has been provided to the Bank.
7. If any Loan Party ceases or threatens to cease to carry on its business, or if proceedings are commenced for the suspension of the business of any Loan Party, or if any proceedings are commenced under the Companies Creditors Arrangements Act (Canada) or under the Bankruptcy and Insolvency Act (Canada) (including filing a proposal or notice of intention) with respect to any Loan Party, or if any Loan Party commits or threatens to commit an act of bankruptcy, or if any Loan Party becomes insolvent or bankrupt or makes an authorized assignment pursuant to the Bankruptcy and Insolvency Act (Canada), or a bankruptcy petition is filed by or presented against any Loan Party.
8. If proceedings are commenced to appoint a receiver, receiver/manager, or trustee in respect of the assets of any Loan Party by a court or pursuant to any other agreement.
9. If any Loan Party is in default under the terms of any other contracts, agreements or writings with any other creditor having liens on the property of such Loan Party and such default could reasonably be expected to result in a Material Adverse Effect.
10. If the validity, enforceability or, where applicable, priority of this Offering Letter or any of the Security is prejudiced or endangered.
11. If an event of default under any of the Security occurs and is continuing, or any other event which constitutes or which with the giving of notice or lapse of time or otherwise would constitute an event of default under any of the Security occurs.
12. If any event of default under any material agreement to which a Loan Party is a party occurs and is continuing, or any other event which constitutes or which with the giving of notice or lapse of time or otherwise would constitute an event of default under any material agreement to which a Loan Party is a party occurs.
13. If the Bank in good faith believes and has commercially reasonable grounds to believe that the prospect of repayment of any Advance is or is about to be impaired or that the collateral secured by the Security is or is about to be placed in jeopardy.
14. If any Material Adverse Effect occurs.

**INTEREST ON
OVERDUE AMOUNTS:**

Notwithstanding any other provision of this Offering Letter, in the event that any amount due hereunder (including, without limitation, any interest payment) is not paid when due (whether by acceleration or otherwise), the Borrower shall and hereby agrees to pay to the Bank interest on such unpaid amount (including, without limitation, interest on interest), if and to the fullest extent permitted by applicable law, from the date that such amount is due until the date that such amount is paid in full (but excluding the date of such payment if the payment is made before 10:00 a.m. at the place of payment on the date of such payment), and such interest shall accrue daily, be calculated and compounded on the last Business Day of each calendar month and be payable in the currency of the relevant Advance on demand, as well after as before maturity, default and judgment, at a rate per annum that is equal to: (i) the rate of interest then being charged on Prime Rate Loans under the applicable Credit Facility plus 2.00% per annum, for overdue amounts in Canadian Dollars under such Credit Facility; and (ii) the rate of interest then being charged on Base Rate Loans under the applicable Credit Facility plus 2.00% per annum, for overdue amounts in U.S. Dollars under such Credit Facility. The Borrower hereby waives, to the fullest extent it may do so under applicable law, any provisions of applicable law, including specifically the Interest Act (Canada) or the Judgment Interest Act (Alberta), which may be inconsistent with this Offering Letter.

COSTS:

All reasonable third party expenses incurred by the Bank in connection with the Credit Facilities or this Offering Letter are for the account of the Borrower including, but not limited to, legal fees (on a solicitor and own client basis) and future engineering fees.

CHANGE OF LAWS:

Notwithstanding anything contained in this letter to the contrary, in the event that:

1. changes to any existing law or regulation or the introduction of any new law or regulation, or taxes other than income taxes, including, without limitation, a sales tax on loan transactions, or in the interpretation or administration thereof; or
2. compliance by the Bank with any request from or requirement of any central bank or other fiscal or monetary authority having jurisdiction over Canadian banks general (whether or not such request has the force of law);

cause the Bank to:

- a. incur any cost as a result of having entered into and/or performed its obligations hereunder and/or as a result of obligations or options remaining outstanding hereunder including, without limitation, any reserve or special deposit requirement or any payment on or calculated by reference to the amount of the Credit Facilities hereunder; or
- b. suffer a reduction in the rate of return on that part of its overall capital (not due to the rates of tax payable on their overall profits or net income) as a result of a requirement to attribute or allocate capital to the Credit Facilities or a Credit Facility provided hereunder in respect of that part of such Credit Facilities or Credit Facility which is for the time being undrawn as a result of a change in the manner in which the Bank is required to allocate resources to its obligations hereunder,

then the Bank reserves the right to increase the charges for the Credit Facilities or such Credit Facility provided hereunder by the amount of such additional cost of liability as determined by the Bank and the Borrower agrees that it will forthwith on demand pay to the Bank amounts sufficient to reimburse the Bank against such costs or liabilities.

CURRENT ACCOUNTS:

Each Loan Party shall maintain its current accounts at the Calgary Branch of the Bank through which it shall conduct all of its banking activities. Regular Bank service charges shall apply in the day-to-day operations of each Loan Party's accounts.

**FOREIGN EXCHANGE
FLUCTUATIONS:**

If the amount of outstanding Advances under any Credit Facility is on any day, due to exchange rate fluctuations, in excess of the maximum amount with respect to such Credit Facility, the Borrower shall within five (5) Business Days after receiving notice thereof repay such excess or otherwise reduce a portion of such Advances under the particular Credit Facility to the extent of the amount of the excess.

GENERAL:

Time is of the essence.

The terms and conditions of this Offering Letter between the Bank and each Loan Party are confidential and shall be treated accordingly.

Each Loan Party shall do all things and execute all documents deemed necessary or appropriate by the Bank for the purposes of giving full force and effect to the terms, conditions, undertakings, and security granted or to be granted hereunder.

When a conflict or inconsistency exists between the Security and this Offering Letter, this Offering Letter shall govern to the extent necessary to remove such conflict or inconsistency. Notwithstanding the foregoing, if there is any right or remedy of the Bank set out in any of the Security or any part of which is not set out or provided for in this Offering Letter, such additional right shall not constitute a conflict or inconsistency.

ACCOUNT DEBITS:

Each Loan Party hereby irrevocably authorizes the Bank to debit periodically or from time to time, any bank account it may maintain at the Bank in order to pay all or part of the amounts any Loan Party may owe to the Bank hereunder.

**PERSONAL PROPERTY
SECURITY ACT (ALBERTA)
REQUIREMENTS:**

Each Loan Party hereby waives the requirement for the Bank to provide copies of Personal Property Security Act (Alberta) (collectively with the equivalent legislation in other jurisdictions, the "PPSA") registrations, verification statements, or financing statements undertaken by the Bank.

Each Loan Party hereby agrees to provide to the Bank written notice of a change in its name or address immediately.

ASSIGNMENT:

No rights or obligations of any Loan Party hereunder and no amount of the Credit Facilities may be transferred or assigned by any Loan Party, any such transfer or assignment being null and void insofar as the Bank is concerned and rendering any balance then outstanding of the loan immediately due and payable at the option of the Bank and releasing the Bank from any and all obligations of making any further advances hereunder.

DEMAND:

Notwithstanding any of the terms of this Offering Letter, all obligations of any Loan Party hereunder are repayable to the Bank at any time upon its demand.

ADJUSTMENTS:

Notwithstanding any maximum amount, Availability, Reduction Amount, Pricing Grid, interest rate, margin calculation, Applicable Margin, Standby Fee, Stamping Fee, L/C/G Fee or other fee quoted herein, the Bank shall have the right to adjust such maximum amount, Availability, Reduction Amount, Pricing Grid, interest rate, margin calculation, Applicable Margin, Standby Fee, Stamping Fee, L/C/G Fee or other fee, at the Bank's sole discretion.

NO OBLIGATION:

Upon the Bank's demand for repayment or upon the occurrence of a Default or an Event of Default, the Bank shall have no obligation or liability to make further advances under the Credit Facilities.

**JOINT AND SEVERAL
LIABILITY/
SOLIDARITY:**

If more than one person or entity is designated as the Borrower or the Guarantor, each such person or entity shall be jointly and severally and solitarily liable for the obligations set out herein and in the Security.

**ACCESS TO
INFORMATION:**

Each Loan Party hereby authorizes the Bank to use the necessary information pertaining to it which the Bank has or may have for the purpose of granting credit and insurance products (where permitted by law) and further authorize(s) the Bank to disclose such information to its affiliates and subsidiaries for this same purpose. Moreover, it hereby authorizes the Bank to obtain personal information pertaining to it from any party likely to have such information (credit or information bureau, financial institution, creditor, employer, tax authority, public entity, Persons with whom they might have business relations, and affiliates or Bank subsidiaries) in order to verify the accuracy of all information provided to the Bank and to ensure the solvency of each Loan Party at all times.

**ANTI-MONEY
LAUNDERING
LEGISLATION:**

Each Loan Party acknowledges that, pursuant to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and other applicable anti money laundering, anti terrorist financing, government sanction and "know your client" laws, whether within Canada or elsewhere (collectively, including any guidelines or orders thereunder, "AML Legislation"), the Bank may be required to obtain, verify and record information regarding any Loan Party, its directors, authorized signing officers, direct or indirect shareholders or other Persons in control of such Loan Party, and the transactions contemplated hereby. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by the Bank, or any prospective assign or participant of the Bank, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

NOTICE:

Notices to be given under this Offering Letter, the Security or any other document in respect thereto any of Loan Party or the Bank shall, except as otherwise specifically provided, be in writing addressed to the party for whom it is intended. Notices shall be given by personal delivery or transmitted by facsimile and shall be deemed to be received on the Business Day of receipt (unless such delivery or transmission is received after 1:00 p.m. Mountain Time, in which case it shall be deemed to have been received on the following Business Day) unless the law deems a particular notice to be received earlier. The address for each Loan Party shall be the addresses currently recorded on the records of the Bank for such Loan Party, or such other mailing or facsimile addresses as such Loan Party may from to time may notify the Bank as aforesaid. The address for the Bank shall be the Calgary Branch of the Bank or such other mailing or facsimile addresses as the Bank may from to time may notify the Borrower as aforesaid.

**AUTHORIZATION
REGARDING
INSTRUCTIONS SENT
ELECTRONICALLY:**

Each Loan Party authorizes the Bank to do all things as authorized by such Loan Party even if such authorization is sent by fax or by e-mail and the Bank may deem such authorization valid and sufficient and the aforementioned presumption of accuracy shall apply to the authorization, whether it is required for transmitting information, a debit,

issuing drafts or certified cheques or for any other purpose. Moreover, the Bank will not be held liable for any fees or delays which may be caused when an instruction is sent whether due to a technical problem attributable to the systems in use at the Bank or otherwise.

PAYMENTS:

Unless otherwise indicated herein, the obligation of each Loan Party to make all payments under this Offering Letter and the Security shall be absolute and unconditional and shall not be limited or affected by any circumstance, including, without limitation:

1. Any set-off, compensation, counterclaim, recoupment, defence or other right which such Loan Party may have against the Bank of anyone else for any reason whatsoever; or
2. Any insolvency, bankruptcy, reorganization or similar proceedings by or against such Loan Party.

All payments to be made under this Offering Letter shall be made in Canadian Dollars.

All payments made under this Offering Letter shall be made on or prior to 1:00 p.m. Mountain Time on the day such payment is due. Any payment received after 1:00 p.m. Mountain Time shall be deemed to have been received on the following day. Whenever a payment is due on a day which is not a Business Day, such due day shall be extended to the next Business Day and such extension of time shall be included in the computation of any interest payable.

SET-OFF:

The Bank shall have the right to set-off and apply any funds of any Loan Party deposited with or held by the Bank from time to time, and any other indebtedness owing to any Loan Party by the Bank, against any of the amounts outstanding under this Offering Letter from time to time.

JUDGMENT CURRENCY:

If for the purpose of obtaining judgment in any court in any jurisdiction with respect to this Offering Letter it is necessary to convert into the currency of such jurisdiction (the "Judgment Currency") any amount due hereunder in any currency other than the Judgment Currency, then such conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose, rate of exchange means the rate at which the Bank would, on the relevant day, be prepared to sell a similar amount of such currency against the Judgment Currency.

**RIGHTS AND REMEDIES
CUMULATIVE:**

The rights, remedies and powers of the Bank under this Offering Letter, the Security, at law and in equity are cumulative and not alternative and are not in substitution for any other remedies, rights or powers of the Bank, and no delay or omission in exercise of any such right, remedy or power shall exhaust such rights, remedies and powers to be construed as a waiver of any of them.

**WAIVERS AND
AMENDMENTS:**

No term, provision or condition of this Offering Letter or any of the Security, may be waived, varied or amended unless in writing and signed by a duly authorized officer of the Bank.

**INTEREST ACT
(CANADA):**

Any interest rate set forth in this Offering Letter based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such interest rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based. The Borrower hereby waives, to the fullest extent it may do so under law, any

provisions of law, including specifically the Interest Act (Canada) or the Judgment Interest Act (Alberta), which may be inconsistent with this Offering Letter.

GAAP / IFRS:

All financial statements required to be furnished by the Borrower to the Bank hereunder shall be prepared in accordance with GAAP. Each accounting term used in this Offering Letter, unless otherwise defined herein, has the meaning assigned to it under GAAP and, except as otherwise provided herein, reference to any balance sheet item, statement of income item or statement of cash flows item means such item as computed from the applicable financial statement prepared in accordance with GAAP. If there occurs a change in GAAP (an "Accounting Change"), including as a result of a conversion to International Financial Reporting Standards ("IFRS"), and such change would result in a change (other than an immaterial change) in the calculation of any financial covenant, standard or term used hereunder, then at the request of the Borrower or the Bank, the Borrower and the Bank shall enter into negotiations to amend such provisions so as to reflect such Accounting Change with the result that the criteria for evaluating the financial condition of the Borrower or any other party, as applicable, shall be the same after such Accounting Change, as if such Accounting Change had not occurred. If, however, within 30 days of the foregoing request by the Borrower or the Bank, the Borrower and the Bank have not reached agreement on such amendment, the method of calculation shall not be revised and all amounts to be determined thereunder shall be determined without giving effect to the Accounting Change.

GOVERNING LAW:

This Offering Letter shall be construed and governed in accordance with the laws of the Province of Alberta. Each Loan Party irrevocably and unconditionally attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta and all courts competent to hear appeals therefrom.

REVIEW:

Without detracting from the demand nature of the Credit Facilities, the Credit Facilities are subject to periodic review by the Bank in its sole discretion (each such review is referred to in this Offering Letter as a "Review"). The next Review is scheduled on or before April 1, 2013, but may be set at an earlier or later date at the sole discretion of the Bank.

EXPIRY DATE:

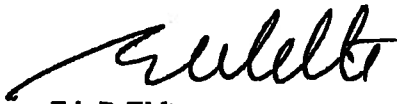
This Offering Letter is open for acceptance until October 31, 2012 (as may be extended from time to time as follows, the "Expiry Date") at which time it shall expire unless extended by mutual consent in writing. We reserve the right to cancel our offer at any time prior to acceptance.

If the foregoing terms and conditions are acceptable, please sign two copies of this Offering Letter and return one copy to the Bank by the Expiry Date. This Offering Letter may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile or other electronic copy of an executed counterpart of this Offering Letter shall be deemed to be valid execution and delivery of this Offering Letter, but the party delivering a facsimile or other electronic copy shall deliver an original copy of this Offering Letter as soon as possible after delivering the facsimile or other electronic copy.

National Bank of Canada appreciates the opportunity of providing this Offering Letter to Coast Resources Ltd. We look forward to our continuing and mutually beneficial relationship.

Yours truly,

NATIONAL BANK OF CANADA



Erin R. Welte
Director
Energy Group



David E. Forsyth
Managing Director
Energy Group

By
Reference
F:\Data\CLIENTS\U2A - Welte E\Coast Resources Ltd\Credit\2012\Commitment 1012.DOC

AGREED AND ACCEPTED this 22nd day of October, 2012.

COAST RESOURCES LTD.

Per: 

Per: _____

101033165 SASKATCHEWAN LTD., as Guarantor

Per: 

Per: _____

VIEWFIELD OIL & GAS LTD., as Guarantor

Per: 

Per: _____

COAST SERVICES INC., as Guarantor

Per: 

Per: _____

APPENDIX A

<u>CREDIT:</u>	Energy Group National Bank of Canada 311 - 6 Avenue SW, Suite 1800 Calgary, AB T2P 3H2	Director: Telephone: Facsimile: E-mail:	Mr. Erin Welte (403) 294-4951 (403) 294-3078 erin.welte@nbc.ca
		Associate: Telephone: Facsimile: E-mail:	Mr. Nathan McAdam (403) 294-4982 (403) 294-3078 nathan.mcadam@nbc.ca
<u>ADMINISTRATION:</u>	BA Administration; Current Account Documents; L/C/Gs; MasterCard; Loan/Account Balances; CAD/USD Money Orders/Bank Drafts; Bank Confirmations; Investments; General Inquiries	Account Representative: Telephone: Facsimile: E-mail:	Ms. Tara Yates (403) 294-4987 (403) 294-3078 tara.yates@nbc.ca
		Senior Secretary: Telephone: Facsimile: E-mail:	Ms. Lisa Gough (403) 294-4956 (403) 294-3078 lisa.gough@nbc.ca
<u>BRANCH:</u>	Calgary Downtown Branch National Bank of Canada 301 - 6 Avenue SW Calgary, AB T2P 4M9	Telephone: Facsimile:	(403) 294-4900 (403) 294-4965
	Calgary MacLeod Trail Branch National Bank of Canada 430 - 7337 MacLeod Trail South Calgary, AB T2H 0L8	Telephone: Facsimile:	(403) 592-8515 (403) 265-0831
<u>INTERNET/ TELEPHONE BANKING</u>	Order Cheques, Loan/Account Balances; Traces; Stop Payments, List of Current Account Transactions; Pay Bills; Transfer Between Accounts	Website: Telephone:	www.nbc.ca (888) 483-5628
<u>OTHER:</u>	Internet Banking	Manager, Global Cash Management: Telephone: Facsimile: E-mail:	Ms. Kathy Holland (403) 294-4948 (403) 476-1000 kathy.holland@nbc.ca
	Foreign Exchange & Interest Rates National Bank of Canada 311 - 6 Avenue SW, 6 th Floor Calgary, AB T2P 3H2	Director, Risk Management Solutions: Telephone: Facsimile: E-mail:	Mr. George Androulidakis (403) 440-1126 (403) 294-4923 george.androulidakis@tres.bnc.ca
	Commodity Derivatives 311 - 6 Avenue SW, 6 th Floor Calgary, AB T2P 3H2	Telephone: Facsimile: E-mail:	(403) 294-4935 (403) 294-4923 energy@nbcenergy.com

APPENDIX B

COMPLIANCE CERTIFICATE

To: National Bank of Canada
311 - 6 Avenue SW, Suite 1800
Calgary, AB

I _____, of the City of _____, in the Province of _____, hereby certify as at the date of this Certificate as follows:

1. I am the _____ of _____ (the "Borrower") and I am authorized to provide this Certificate to you for and on behalf of the Borrower;
2. This Certificate applies to the fiscal quarter ended _____, _____;
3. I am familiar with and have examined the provisions of the Offering Letter dated _____, _____ between the Borrower and National Bank of Canada and I have made such investigations of corporate records and inquiries of other officers and senior personnel of each Loan Party as I have deemed reasonably necessary for purposes of the Certificate;
4. As of the date hereof, the Borrower confirms that all of its subsidiaries (if any) are Loan Parties.
5. The representations and warranties set forth in the Offering Letter are in all material respects true and correct on the date hereof;
6. No Default or Event of Default has occurred and is continuing of which we are aware;
7. As required, I have calculated the Adjusted Working Capital Ratio for the fiscal quarter ended as follows:
_____ : 1.00; and
8. All relevant calculations and financial statements are attached.

Except where the context otherwise requires, all capitalized terms used herein have the same meanings as given thereto in the Offering Letter.

This Certificate is given by the undersigned officer in their capacity as an officer of the Borrower without any personal liability on the part of such officer.

Executed at the City of _____, in the Province of _____ this _____ day of _____, 20__.

Yours truly,

COAST RESOURCES LTD.

Per: _____

Name:
Title:

COAST RESOURCES LTD.
COMPLIANCE CERTIFICATE

Calculation of Adjusted Working Capital Ratio

Current Assets

Current assets	\$
Less: Unrealized Hedging Gains	()
Add: Undrawn Availability under Credit Facility A	<u> </u>
	<u> </u> (A)

Current Liabilities

Current liabilities	\$
Less: Unrealized Hedging Losses	()
Less: Current Portion of Bank Debt	<u> </u>
	<u> </u> (B)

Adjusted Working Capital Ratio calculated as follows:

$$\frac{A}{B} =$$

APPENDIX C

DEFINITIONS

In the Offering Letter, including all Appendices to the Offering Letter, and in all notices given pursuant to the Offering Letter, unless something in the subject matter or context is inconsistent therewith, capitalized words and phrases shall have the meanings given to them in the Offering Letter in their proper context, and capitalized words and phrases not otherwise defined in the Offering Letter shall have the following meanings:

"Adjusted Working Capital Ratio" means the ratio of (i) Current Assets plus undrawn Availability under Credit Facility A to (ii) Current Liabilities.

"Advance" means an advance of funds made by the Bank under a Credit Facility to the Borrower, or if the context so requires, an advance of funds under one or more of the Credit Facilities or under one or more of the availability options of one or more of the Credit Facilities, and any reference relating to the amount of Advances shall mean the sum of the principal amount of all outstanding Prime Rate Loans and Base Rate Loans, plus the Face Amount of all outstanding BAs and the stated amount of all L/C/Gs as applicable.

"Appendix" means an appendix to the Offering Letter.

"Applicable Margin" means, at any time, a margin, expressed as a rate per annum based on a 365 or 366 day period, as the case may be, for Prime Rate Loans, Base Rate Loans and payment of Standby Fees and L/C/G Fees, or based on a 365 day period in the case of Stamping Fees, and in any case payable to the Bank, as set out in the Pricing Grid for Facility A under the then Net Debt to Cash Flow Ratio applicable to the type of Advance.

"Availability" has the meaning ascribed to such term under the section heading "Availability", with respect to the applicable Credit Facility.

"bps" means one one-hundredth of one percent.

"Business Day" means a day on which banks are open for business in Calgary, Alberta, Montreal, Quebec and Toronto, Ontario; but does not, in any event, include a Saturday or Sunday.

"Calgary Branch of the Bank" means the branch of the Bank at 301 – 6 Avenue SW, Calgary, AB T2P 4M9, fax (403) 294-4965, or such other address as the Bank may notify the Borrower from time to time.

"Canadian Dollars", "Cdn Dollars", "Cdn\$", "CA\$" and "\$" mean the lawful money of Canada.

"Capital Lease" means, with respect to any Person, any lease or other arrangement relating to real or personal property which should, in accordance with GAAP, be accounted for as a capital lease on a balance sheet of such Person but excluding any lease that would in accordance with GAAP be determined to be an operating lease.

"Cash Flow" means, at any time, the annualized cash flow of the Borrower on a consolidated basis for the most recent fiscal quarter as determined from its quarterly financial statements for that fiscal quarter, which for certainty means an annualized aggregate amount expressed in Canadian Dollars of the sum, without duplication, of its:

- (a) net earnings (but excluding from the determination of net earnings, non-cash income, unrealized mark to market gains, Capital Lease payments, any abandonment costs paid in cash, cash taxes and any extraordinary or nonrecurring earnings, gains, and losses);
- (b) depletion, depreciation, accretion and amortization;
- (c) exploration and evaluation expenses to the extent deducted from Net Income;
- (d) future income taxes; and
- (e) other charges to operations not requiring a current cash payment,

it being acknowledged that such annualized cash flow shall be adjusted for such other amounts as reasonably requested by the Bank during such fiscal quarter.

"Change of Control" means the occurrence of any of the following events, with respect to any Loan Party:

- (a) any Person or Persons acting jointly or in concert (within the meaning of the Securities Act (Alberta)), shall beneficially, directly or indirectly, hold or exercise control or direction over and/or has the right to acquire or control or exercise direction over (whether such right is exercisable immediately or only after the passage of time) more than 20% of the issued and outstanding Voting Shares of such Loan Party; or
- (b) during any period of two consecutive years, individuals who at the beginning of such period constitute the board of directors of such Loan Party cease, for any reason, to constitute at least a majority of the board of directors of such Loan Party unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period (the "Incumbent Directors") and in particular, any new director who assumes office in connection with or as a result of any actual or threatened proxy or other election contest of the board of directors of the Borrower shall never be an Incumbent Director; or
- (c) such Loan Party ceases to own, control or direct 100% of the Voting Shares of a subsidiary.

"Compliance Certificate" means a certificate of an officer of the Borrower signed on its behalf by the president, chief executive officer, chief operating officer, chief financial officer or any vice president of the Borrower, substantially in the form annexed hereto as Appendix B, to be given to the Bank by the Borrower from time to time pursuant to the Offering Letter.

"Credit Facilities" means the credit facility(ies) (and the risk management facility) to be made available to the Borrower by the Bank in accordance with the provisions of the Offering Letter.

"Current Assets" means, as at any date of determination, the current assets of the Borrower on a consolidated basis for such date as determined in accordance with generally accepted accounting principles but excluding the impact of any Unrealized Hedging Gains.

"Current Liabilities" means, as at any date of determination, the current liabilities of the Borrower on a consolidated basis for such date as determined in accordance with generally accepted accounting principles but excluding: (i) Current Portion of Bank Debt; and (ii) the impact of any Unrealized Hedging Losses.

"Current Portion of Bank Debt" means any current liabilities under the Credit Facilities other than those that arise due to total advances under a Credit Facility exceeding the maximum amount of such Credit Facility, whether by reduction of maximum amount, fluctuations in exchange rates, or due to mandatory repayments, or due to the occurrence of a Default or an Event of Default, or due to the Bank's demand for repayment.

"Debt" means, as at any date of determination, all obligations, liabilities and indebtedness of the Borrower which would, in accordance with generally accepted accounting principles, be classified upon a consolidated balance sheet of the Borrower for such date as indebtedness for borrowed money and, without limiting the generality of the foregoing, whether or not so classified, shall include (without duplication):

- (a) obligations under BAs;
- (b) issued and drawn L/C/Gs;
- (c) obligations under guarantees, indemnities, or such other agreements providing financial assistance;
- (d) Capital Leases or sales/lease-backs;
- (e) obligations under deferred purchase price agreements;
- (f) deferred revenues relating to third party obligations;
- (g) the redemption amount of any capital where the holder of such capital has the option to require the redemption of such capital for cash or property and payment of the redemption amounts;
- (h) any distributions declared but not yet paid; and
- (i) all mark to market losses under any Financial Instruments that are due and owing.

"Default" means any event or condition which, with the giving of notice, lapse of time or both, or upon a declaration or determination being made (or any combination thereof), would constitute an Event of Default.

"Face Amount" means (i) in respect of a BA, the amount payable to the holder thereof on its maturity, and (ii) in respect of a L/C/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C/G.

"Federal Funds Effective Rate" means, on any day, the rate of interest per annum for that day set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Federal Reserve Board (the "H.15(519)") opposite the caption "Federal Funds (Effective)" and, if on any day such rate is not yet published in H.15(519), the rate for such day will be the rate set forth in the Composite 3:30 p.m. Quotations for US Government Securities, or any successor publication, for such day published by the Federal Reserve Board (the "Composite 3:30 p.m. Quotations") under the caption "Federal Funds Effective Rate"; provided that if such rate is not yet published in either H.15(519) or the Composite 3:30 p.m. Quotations, such rate will be the average of the interest rates per annum quoted for such day on overnight Federal funds (such words to have the meaning generally given to them by money market brokers of recognized standing doing business in the United States of America) transactions received by the Bank from three Federal funds brokers of recognized standing selected by the Bank;

"Financial Instrument" means any currency swap agreement, cross-currency agreement, interest swap agreement, agreement for the making or taking of delivery of any commodity, commodity swap agreement, forward agreement, floor, cap or collar agreement, futures or options, insurance or other similar risk management agreement or arrangement, or any combination thereof, to be entered into by the Borrower where (i) the subject matter of the same is interest rates or the price, value or amount payable thereunder is dependent or based upon the interest rates or fluctuations in interest rates in effect from time to time (but, for certainty, shall exclude conventional floating rate debt) (ii) the subject matter of the same is currency exchange rates or the price, value or amount payable thereunder is dependent or based upon currency exchange rates or fluctuations in currency exchange rates as in effect from time to time, or (iii) the subject matter of the same is any commodity or the price, value or amount payable thereunder is dependent or based upon the price of any commodity or fluctuations in the price of any commodity.

"Generally Accepted Accounting Principles" or **"GAAP"** means generally accepted accounting principles consistently applied which are in effect from time to time, as published in the Handbook of the Canadian Institute of Chartered Accountants and other primary sources recognized from time to time by the Canadian Institute of Chartered Accountants.

"ISDA Master Agreement" means an International Swap and Derivatives Association, Inc. Master Agreement (Multi Currency - Cross-Border) as from time to time amended, restated or replaced by the International Swap and Derivatives Association, Inc., including the schedule thereto and any confirmation thereunder as entered into by the Borrower with any counterparty thereto.

"Material Adverse Effect" means a material adverse effect on:

- (a) the business, financial condition, operations, assets or capitalization of the Borrower on a consolidated basis and taken as a whole;
- (b) the ability of any Loan Party to pay or perform the obligations under this Offering Letter or the ability of any Loan Party to pay or perform any of its obligations or contingent obligations under any Security or any underlying agreements or documents delivered pursuant to this Offering Letter or the Security;
- (c) the ability of any Loan Party to perform its obligations under any material contract, if it would also have a material adverse effect on the ability of such Loan Party to pay or perform its obligations under this Offering Letter, the Security, or any underlying agreements or documents delivered pursuant to this Offering Letter or the Security;
- (d) the validity or enforceability of this Offering Letter, the Security, or any underlying agreements or documents delivered pursuant to this Offering Letter or the Security; and

- (e) the priority ranking of any security interests granted by this Offering Letter, the Security, or any underlying agreements or documents delivered pursuant to this Offering Letter or the Security, or the rights or remedies intended or purported to be granted to the Bank under or pursuant to this Offering Letter, the Security, or any underlying agreements or documents delivered pursuant to this Offering Letter or the Security.

"Net Debt" means at any time, on a consolidated basis, the aggregate amount (without duplication) expressed in Canadian Dollars of (a) Working Capital Deficit plus (b) Debt.

"Net Debt to Cash Flow Ratio" means at any time, the ratio of (i) Net Debt to (ii) Cash Flow.

"Offering Letter" means the offering letter to which this appendix is appended, and any appendices thereto, as amended, supplemented, modified, restated or replaced from time to time.

"Permitted Contest" means action taken by a Loan Party in good faith by the appropriate proceedings diligently pursued to contest a tax, claim or security interest, provided that:

- (a) such Loan Party has established reasonable reserves therefor in accordance with GAAP;
- (b) proceeding with such contest does not have, and would not reasonably be expected to have, a Material Adverse Effect; and
- (c) proceeding with such contest will not create a material risk of sale, forfeiture or loss of, or interference with the use or operation of, a material part of the property, assets or undertaking of any Loan Party.

"Permitted Encumbrance" means at any particular time any of the following encumbrances on the property or any part of the property of any Loan Party:

- (a) liens for taxes, assessments or governmental charges not at the time due or delinquent or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest;
- (b) liens under or pursuant to any judgment rendered, or claim filed, against a Loan Party, which such Loan Party shall be contesting at the time by a Permitted Contest;
- (c) undetermined or inchoate liens and charges incidental to construction or current operations which have not at such time been filed pursuant to law against any Loan Party or which relate to obligations not due or delinquent, or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest;
- (d) easements, rights-of-way, servitudes or other similar rights in land (including, without in any way limiting the generality of the foregoing, rights-of-way and servitudes for railways, sewers, drains, gas and oil and other pipelines, gas and water mains, electric light and power and telecommunication, telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved or taken by other Persons which individually or in the aggregate do not materially detract from the value of the land concerned or materially impair its use in the operation of the business of any Loan Party;
- (e) security given by any Loan Party to a public utility or any municipality or governmental or other public authority when required by such utility or municipality or other authority in connection with the operations of such Loan Party, all in the ordinary course of its business which individually or in the aggregate do not materially detract from the value of the asset concerned or materially impair its use in the operation of the business of any Loan Party;
- (f) the reservation in any original grants from the Crown of any land or interests therein and statutory exceptions to title;
- (g) security interests in favour of the Bank securing the obligations of any Loan Party under the Offering Letter or the Security;

- (h) the Security;
- (i) liens incurred or created in the ordinary course of business and in accordance with sound industry practice in respect of the exploration, development or operation of petroleum or natural gas interests, related production or processing facilities in which such Person has an interest or the transmission of petroleum or natural gas as security in favour of any other Person conducting the exploration, development, operation or transmission of the property to which such liens relate, for any Loan Party's portion of the costs and expenses of such exploration, development, operation or transmission, provided that such costs or expenses are not due or delinquent or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest;
- (j) liens for penalties arising under non-participation or independent operations provisions of operating or similar agreements in respect of any Loan Party's petroleum or natural gas interests, provided that such liens do not materially detract from the value of any material part of the property of any Loan Party;
- (k) any right of first refusal in favour of any Person granted in the ordinary course of business with respect to all or any of the petroleum or natural gas interests of any Loan Party;
- (l) any encumbrance or agreement entered into in the ordinary course of business relating to pooling or a plan of unitization affecting the property of any Loan Party, or any part thereof;
- (m) the right reserved or vested in any municipality or governmental or other public authority by the terms of any petroleum or natural gas leases or similar agreements in which any Loan Party has any interest or by any statutory provision to terminate petroleum or natural gas leases or similar agreements in which any Loan Party has any interest, or to require annual or other periodic payments as a condition of the continuance thereof;
- (n) obligations of any Loan Party to deliver petroleum, natural gas, chemicals, minerals or other products to buyers thereof in the ordinary course of business; and
- (o) royalties, net profits and other interests and obligations arising in accordance with standard industry practice and in the ordinary course of business, under petroleum or natural gas leases or similar agreements in which any Loan Party has any interest;

"Person" or "person" means and includes an individual, a partnership, a corporation, a joint stock company, a trust, an unincorporated association, a joint venture or other entity or a government or any agency or political subdivision thereof.

"Prime Rate" means the rate of interest per annum, based on a 365 or 366 day period, as the case may be, in effect from time to time that is equal to the greater of:

- (a) the rate of interest publicly announced by the Bank from time to time as being its reference rate then in effect for determining interest rates for commercial loans in Canadian Dollars made by the Bank in Canada; and
- (b) the average annual rate (rounded upwards, if necessary, to 0.01%) as determined by the Bank as being the average of the "BA 1 month" CDOR Rate applicable to bankers' acceptances in Canadian Dollars displayed and identified as such on the "Reuters Screen CDOR Page" (as defined in the International Swap and Derivatives Association, Inc. definitions, as modified and amended from time to time) plus 1.00%; provided that if such rates do not appear on the Reuters Screen CDOR Page as contemplated, then the CDOR Rate on any day shall be calculated as the arithmetic average of the 30-day discount rates applicable to bankers' acceptances in Canadian Dollars quoted by three major Canadian Schedule I chartered banks chosen by the Bank as of approximately 10:00 a.m. on such day, or if such day is not a Business Day, then on the immediately preceding Business Day.

"Retractable Preferred Shares" means preferred shares of the Borrower which are retractable at the option of the holder.

"Stamping Fee" means, at any time, a margin, expressed as a rate per annum based on a 365 day period, charged by the Bank for accepting and stamping BAs.

"Unrealized Hedging Gains" means mark to market unrealized gains in respect of Financial Instruments or other risk management products recorded in accordance with generally accepted accounting principles.

"Unrealized Hedging Losses" means mark to market unrealized losses in respect of Financial Instruments or other risk management products recorded in accordance with generally accepted accounting principles.

"U.S. Base Rate" means the rate of interest per annum, based on a 365 or 366 day period, as the case may be, in effect from time to time that is equal to the greater of:

- (a) the rate of interest publicly announced by the Bank from time to time as being its reference rate then in effect for determining interest rates for commercial loans in U.S.\$ made by the Bank in Canada; and
- (b) the Federal Funds Effective Rate in effect from time to time multiplied by 365/366, plus a margin on one half (1/2) of one (1) percent (0.50%).

"U.S. Dollar" and the symbol "U.S.\$" each means lawful money of the United States of America in same day immediately available funds and, if such funds are not available, the form of money of the United States of America that is customarily used in the settlement of international banking transactions on the day payment is due.

"Voting Shares" means:

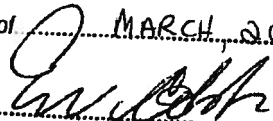
- (a) in respect of a corporation or limited liability company, shares of any class or equity ownership interests of such entity:
 - (i) carrying voting rights in all circumstances; or
 - (ii) which carry the right to vote conditional on the happening of an event if such event shall have occurred and be continuing;

provided that subparagraph (ii) above shall not include voting rights created solely by statute, such as those rights created pursuant to section 183(4) of the Business Corporations Act (Alberta) as in effect on the date of the Offering Letter;

- (b) in respect of a trust, trust units of the trust:
 - (i) carrying voting rights in all circumstances; or
 - (ii) which carry the right to vote conditional on the happening of an event if such event shall have occurred and be continuing;
- (c) in respect of a partnership, the partnership interests or partnership units:
 - (i) carrying voting rights in all circumstances; or
 - (ii) which carry the right to vote conditional on the happening of an event if such event shall have occurred and is continuing.

"Working Capital Deficit" means Current Liabilities minus Current Assets.

This is Exhibit F referred to in the
affidavit of KAREN KAURY
sworn before me, this 6th
day of MARCH, 2014


A COMMISSIONER OF THE STATE OF CALIFORNIA

EVAN COBB
LSUC# 55787N



**NATIONAL
BANK**

THIS IS EXHIBIT "_____"
referred to in the Affidavit of

Writer's Direct Line
(403) 294-4951

Sworn before me this ____
Day of _____, A.D. ____

A Commissioner for Oaths
in and for the Province of Alberta

June 19, 2013

BY COURIER

Coast Resources Ltd.
3035 Tutor Drive, Suite 203
Regina, SK S4W 1B5

**ATTENTION: Mr. David F. Wilson
President**

Dear Sir:

RE: CREDIT FACILITIES – NATIONAL BANK OF CANADA / COAST RESOURCES LTD.

We are pleased to advise that National Bank of Canada has approved the following amendments to the Credit Facilities for Coast Resources Ltd., subject to the terms and conditions of the accepted Offering Letter dated October 22, 2012, which shall remain in full force and effect unless superseded below.

BORROWER: COAST RESOURCES LTD. (the "Borrower").

GUARANTORS: 101033165 SASKATCHEWAN LTD.,
VIEWFIELD OIL & GAS LTD. and
COAST SERVICES INC. (collectively, the "Guarantor").

The Borrower and the Guarantor are collectively referred to as "Loan Parties", and each, a "Loan Party".

LENDER: NATIONAL BANK OF CANADA (the "Bank").

CREDIT FACILITY A: REVOLVING REDUCING OPERATING DEMAND LOAN
(the "Credit Facility A").

MAXIMUM AMOUNT: \$8,200,000.

PURPOSE: Credit Facility A shall only be used for the Borrower's general corporate purposes including capital expenditures and to pay out existing Advances on the Credit Facility B.

AVAILABILITY: Prime Rate loans ("Prime Rate Loans"). Revolving in whole multiples of Cdn\$50,000.

Letters of credit and/or letters of guarantee ("L/C/Gs") (maximum term one year). The aggregate Face Amount of L/C/Gs issued and outstanding at any time limited to \$750,000 in any currency acceptable to the Bank.

Reducing \$200,000/month (the "Reduction Amount") commencing August 1, 2013. In the event the outstanding principal amount is in excess of the reduced maximum amount at any time, the Borrower shall repay the outstanding principal of the Credit Facility A by the amount of the excess. There is no obligation for further advances to be made during this period and failure to effect a remedy satisfactory to the Bank during the period shall entitle the Bank to demand repayment of all amounts outstanding under the Credit Facility A. Nothing in the above shall detract from the demand nature of the Credit Facility A.

REPAYMENT:

Interest only but always subject to Availability, Review, and the Bank's right of demand.

INTEREST RATE:

Prime Rate Loans

The Borrower shall pay interest calculated daily and payable monthly, not in advance, on the outstanding principal amount of Prime Rate Loans drawn under the Credit Facility A at a rate per annum equal to the Prime Rate as designated from time to time by the Bank plus two and one-half of one percent (Prime Rate + 2.50% p.a.). Interest at the aforesaid rate shall be due and payable on the 26th day of each and every month until all amounts owing to the Bank are paid in full. Interest shall be paid via automatic debit to the Borrower's account at the Calgary Branch of the Bank.

As of this date, the Bank's Prime Rate is 3.0% per annum.

STANDBY FEE:

One-quarter of one percent per annum (0.25% p.a.), based on a 365 or 366 day period, as the case may be, on the undrawn portion of the Credit Facility A (the "Standby Fee"), payable monthly on the first Business Day of each month.

L/C/G FEE:

One and one-half of one percent per annum (1.50% p.a.), based on a 365 or 366 day period, as the case may be, of the issue amount, payable at issue (the "L/C/G Fee"). This non-refundable, upfront fee is to be based on the number of months the L/C/G is to be outstanding with any portion of 31 days to be considered a complete month.

CREDIT FACILITY B:

ACQUISITION/DEVELOPMENT DEMAND LOAN (the "Credit Facility B").

MAXIMUM AMOUNT:

\$0

FOR ALL CREDIT FACILITIES

INTERPRETATION:

In this Amending Offering Letter, unless otherwise specifically provided, words importing the singular will include the plural and vice versa, words importing gender shall include the masculine, the feminine and the neuter, and "in writing" or "written" includes printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception, including by facsimile.

SECURITY:

The following security shall be completed, duly executed, delivered, and registered, where necessary, to the entire satisfaction of the Bank and its counsel. All present and future security (the "Security") and the terms thereof shall be held by the Bank as continuing security for all present and future debts, obligations and liabilities (whether direct or indirect, absolute or contingent) of the Loan Parties to the Bank including without limitation for the repayment of all loans and advances made hereunder and for other loans and advances that may be made from time to time in the future whether hereunder or otherwise. For greater certainty, all Financial Instruments, including

without limitation swaps and forwards, entered into at any time with the Bank (or any of its subsidiaries or affiliates from time to time) are deemed to be debts, obligations and liabilities of the Borrower and are secured by the Security on a pari passu basis and shall rank pari passu with all other indebtedness under the Credit Facilities. Where applicable, the Security will be in the Bank's standard form.

To Be Obtained:

1. Accepted Amending Offering Letter dated June 19, 2013.
2. Such other security, documents, and agreements that the Bank or its legal counsel may reasonably request.

**CONDITIONS
PRECEDENT:**

Prior to any additional advances under the Credit Facilities, the Borrower shall have provided, executed or satisfied the following, to the Bank's satisfaction (collectively with all other conditions precedent set out in this Amending Offering Letter, the "Conditions Precedent"):

1. A Revolving Demand Credit Agreement in the face amount of \$8,200,000 duly executed and delivered to the Bank by the Borrower.
2. All Security shall be duly completed, authorized, executed, delivered by each Loan Party which is a party thereto, and registered, all to the satisfaction of the Bank and its counsel.
3. Any other document that may be reasonably requested by the Bank.

The above conditions are inserted for the sole benefit of the Bank, and may be waived by the Bank in whole or in part (with or without terms or conditions) in respect of any particular Advance, provided that any waiver shall not be binding unless given in writing and shall not derogate from the right of the Bank to insist on the satisfaction of any condition not expressly waived in writing or to insist on the satisfaction of any condition waived in writing which may be requested in the future.

**REPORTING
REQUIREMENTS:**

The Borrower shall submit to the Bank:

1. Monthly production and revenue reports in form and substance satisfactory to the Bank within 60 calendar days of each month end;
2. Monthly Accounts Payable and Accounts Receivable listings in form and substance satisfactory to the Bank within 30 calendar days of each month end;
3. Quarterly unaudited consolidated financial statements including balance sheet, income statement, and cash flow statement and Compliance Certificate within 60 calendar days of each fiscal quarter end for the first three fiscal quarters of each fiscal year;
4. Annual audited (at the Bank's discretion, reviewed) consolidated financial statements and Compliance Certificate within 120 calendar days of each fiscal year end;
5. Annual audited (at the Bank's discretion, reviewed) unconsolidated financial statements for each Loan Party within 120 calendar days of each fiscal year end;

6. Annual independent engineering report in form and substance satisfactory to the Bank on the petroleum and natural gas reserves of the Borrower within 120 calendar days of each fiscal year end, prepared by a firm acceptable to the Bank;
7. Annual consolidated budget for the following fiscal year, including production, cash flow and capital expenditures forecasts, within 120 days of each fiscal year end; and
8. Any other information the Bank may reasonably require from time to time.

REVIEW:

Without detracting from the demand nature of the Credit Facilities, the Credit Facilities are subject to periodic review by the Bank in its sole discretion (each such review is referred to in this Amending Offering Letter as a "Review"). The next Review is scheduled on or before August 1, 2013, but may be set at an earlier or later date at the sole discretion of the Bank.

EXPIRY DATE:


This Amending Offering Letter is open for acceptance until June 25, 2013 (as may be extended from time to time as follows, the "Expiry Date") at which time it shall expire unless extended by mutual consent in writing. We reserve the right to cancel our offer at any time prior to acceptance.

If the foregoing terms and conditions are acceptable, please sign two copies of this Amending Offering Letter and return one copy to the Bank by the Expiry Date. This Amending Offering Letter may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile or other electronic copy of an executed counterpart of this Amending Offering Letter shall be deemed to be valid execution and delivery of this Amending Offering Letter, but the party delivering a facsimile or other electronic copy shall deliver an original copy of this Amending Offering Letter as soon as possible after delivering the facsimile or other electronic copy.

National Bank of Canada appreciates the opportunity of providing this Amending Offering Letter to Coast Resources Ltd. We look forward to a continuing and mutually beneficial relationship.

Yours truly,

NATIONAL BANK OF CANADA


Erin R. Welts
Director
Energy Group


David M. Forsyth
Managing Director
Energy Group

AGREED AND ACCEPTED this 21st day of June, 2013

COAST RESOURCES LTD.

Per: [Signature]

Per: _____

101033165 SASKATCHEWAN LTD., as Guarantor

Per: [Signature]

Per: _____

VIEWFIELD OIL & GAS LTD., as Guarantor

Per: [Signature]

Per: _____

COAST SERVICES INC., as Guarantor

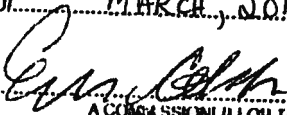
Per: [Signature]

Per: _____

APPENDIX A

<u>CREDIT:</u>	Energy Group National Bank of Canada 311 – 6 Avenue SW, Suite 1800 Calgary, AB T2P 3H2	Director: Telephone: Facsimile: E-mail:	Mr. Erin Welte (403) 294-4951 (403) 294-3078 erin.welte@nbc.ca
		Associate: Telephone: Facsimile: E-mail:	Mr. Nathan McAdam (403) 294-4982 (403) 294-3078 nathan.mcadam@nbc.ca
<u>ADMINISTRATION:</u>	BA Administration; Current Account Documents; L/C/Gs; MasterCard; Loan/Account Balances; CAD/USD Money Orders/Bank Drafts; Bank Confirmations; Investments; General Inquiries	Account Representative: Telephone: Facsimile: E-mail: Senior Secretary: Telephone: Facsimile: E-mail:	Mrs. Marj Brown (403) 294-4956 (403) 294-3078 marj.brown@nbc.ca Ms. Yelaina May (403) 355-3584 (403) 294-3078 yelaina.may@nbc.ca
<u>BRANCH:</u>	Calgary Downtown Branch National Bank of Canada 301 – 6 Avenue SW Calgary, AB T2P 4M9	Telephone: Facsimile:	(403) 294-4900 (403) 294-4965
	Calgary MacLeod Trail Branch National Bank of Canada 430 - 7337 MacLeod Trail South Calgary, AB T2H 0L8	Telephone: Facsimile:	(403) 592-8515 (403) 265-0831
<u>INTERNET/ TELEPHONE BANKING</u>	Order Cheques, Loan/Account Balances; Traces; Stop Payments, List of Current Account Transactions; Pay Bills; Transfer Between Accounts	Websites: Telephone:	www.nbc.ca (888) 483-5628
<u>OTHER:</u>	Internet Banking	Manager, Global Cash Management: Telephone: Facsimile: E-mail:	Ms. Kathy Holland (403) 294-4948 (403) 476-1000 kathy.holland@nbc.ca
	Foreign Exchange & Interest Rates National Bank of Canada 311 – 6 Avenue SW, 6 th Floor Calgary, AB T2P 3H2	Director, Risk Management Solutions: Telephone: Facsimile: E-mail:	Mr. George Androulidakis (403) 440-1126 (403) 294-4923 george.androulidakis@tres.bnc.ca
	Commodity Derivatives 311 – 6 Avenue SW, 6 th Floor Calgary, AB T2P 3H2	Telephone: Facsimile: E-mail:	(403) 294-4935 (403) 294-4923 energy@nbcenergy.com

This is Exh. b# 6 referred to in the
affidavit of KAREN KOURY
sworn before me, this 6th
day of MARCH, 2014


A COMMISSIONER IN CHARGE OF TAKING AFFIDAVITS

EVAO COBB
LSUC #55787N

Search ID#: Z05447463

Transmitting Party

NORTON ROSE FULBRIGHT CANADA LLP

Suite 3700, 400- 3rd Avenue SW
Calgary, AB T2P 4H2

Party Code: 60003332

Phone #: 403 267 9468

Reference #: 01124572-0584 KK/jm

Search ID #: Z05447463

Date of Search: 2014-Mar-05

Time of Search: 10:53:39

Business Debtor Search For:

COAST RESOURCES LTD.

THIS IS EXHIBIT " _____ "
referred to in the Affidavit of

Sworn before me this _____
Day of _____ A.D. _____

A Commissioner for Oaths
in and for the Province of Alberta

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z05447483

Business Debtor Search For:

COAST RESOURCES LTD.

Search ID #: Z05447463

Date of Search: 2014-Mar-05

Time of Search: 10:53:39

Registration Number: 04070716834

Registration Type: SECURITY AGREEMENT

Registration Date: 2004-Jul-07

Registration Status: Current

Expiry Date: 2021-Jul-07 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

08100804852

Amendment

2008-Oct-08

09080324703

Renewal

2009-Jun-03

11040828857

Renewal

2011-Apr-08

Debtor(s)

Block

1 COAST RESOURCES LTD.
203, 3035 TUTOR DRIVE
REGINA, SK S4W 1B5

Status

Current

Secured Party / Parties

Block

1 NATIONAL BANK OF CANADA
600, 407 - 8TH AVENUE SW
CALGARY, AB T2P 1E5

Status

Deleted by
08100804852

Block

2 NATIONAL BANK OF CANADA
2700, 530 8th Avenue SW
CALGARY, AB T2P 3S8

Status

Current by
08100804852

Collateral: General

Block

Description

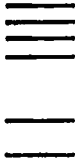
Status

- 1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY
- 2 OF THE DEBTOR.

Current

Current

Search ID#: Z05447483



Business Debtor Search For:

COAST RESOURCES LTD.

Search ID #: Z05447483

Date of Search: 2014-Mar-05

Time of Search: 10:53:39

Registration Number: 04070717162

Registration Type: LAND CHARGE

Registration Date: 2004-Jul-07

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Amendments to Registration

08100804744

Amendment

2008-Oct-08

Debtor(s)

Block

1 COAST RESOURCES LTD.
203, 3035 TUTOR DRIVE
REGINA, SK S4W 1B5

Status

Current

Secured Party / Parties

Block

1 NATIONAL BANK OF CANADA
600, 407 - 8TH AVENUE SW
CALGARY, AB T2P 1E5

Status

Deleted by
08100804744

Block

2 NATIONAL BANK OF CANADA
2700, 530 8th Avenue SW
CALGARY, AB T2P 3S8

Status

Current by
08100804744

Result Complete

Search ID#: Z05447474

Transmitting Party

NORTON ROSE FULBRIGHT CANADA LLP

Suite 3700, 400- 3rd Avenue SW
Calgary, AB T2P 4H2

Party Code: 60003332

Phone #: 403 287 9488

Reference #: 01124572-0584 KK/jm

Search ID #: Z05447474

Date of Search: 2014-Mar-05

Time of Search: 10:54:20

Business Debtor Search For:

101033165 SASKATCHEWAN LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z05447474

Business Debtor Search For:

101033165 SASKATCHEWAN LTD.

Search ID #: Z05447474

Date of Search: 2014-Mar-05

Time of Search: 10:54:20

Registration Number: 04070717345

Registration Type: SECURITY AGREEMENT

Registration Date: 2004-Jul-07

Registration Status: Current

Expiry Date: 2021-Jul-07 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

08100804679

Amendment

2008-Oct-08

09060324827

Renewal

2009-Jun-03

11040828778

Renewal

2011-Apr-08

Debtor(s)

Block

1 101033165 SASKATCHEWAN LTD.
203, 3035 TUTOR DRIVE
REGINA, SK S4W 1B5

Status

Current

Secured Party / Parties

Block

1 NATIONAL BANK OF CANADA
600, 407 - 8TH AVENUE SW
CALGARY, AB T2P 1E5

Status

Deleted by
08100804679

Block

2 NATIONAL BANK OF CANADA
2700, 530 8th Avenue SW
CALGARY, AB T2P 3S8

Status

Current by
08100804679

Collateral: General

Block **Description**

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL

Current

2 PROPERTY OF THE DEBTOR.

Current

Search ID#: Z05447474



Business Debtor Search For:

101033185 SASKATCHEWAN LTD.

Search ID #: Z05447474

Date of Search: 2014-Mar-05

Time of Search: 10:54:20

Registration Number: 04070717438

Registration Type: LAND CHARGE

Registration Date: 2004-Jul-07

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Amendments to Registration

08100804515

Amendment

2008-Oct-08

Debtor(s)

Block

1 101033185 SASKATCHEWAN LTD.
203, 3035 TUTOR DRIVE
REGINA, SK S4W 1B5

Status
Current

Secured Party / Parties

Block

1 NATIONAL BANK OF CANADA
600, 407 - 8TH AVENUE SW
CALGARY, AB T2P 1E5

Status
Deleted by
08100804515

Block

2 NATIONAL BANK OF CANADA
2700, 530 8th Avenue SW
CALGARY, AB T2P 3S8

Status
Current by
08100804515

Result Complete

Search ID#: Z05447479

Transmitting Party

NORTON ROSE FULBRIGHT CANADA LLP

Suite 3700, 400- 3rd Avenue SW
Calgary, AB T2P 4H2

Party Code: 60003332
Phone #: 403 267 9488
Reference #: 01124572-0584 KK/jm

Search ID #: Z05447479

Date of Search: 2014-Mar-05

Time of Search: 10:54:58

Business Debtor Search For:

VIEWFIELD OIL & GAS LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z05447479

Business Debtor Search For:

VIEWFIELD OIL & GAS LTD.

Search ID #: Z05447479

Date of Search: 2014-Mar-05

Time of Search: 10:54:58

Registration Number: 09110215457

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Nov-02

Registration Status: Current

Expiry Date: 2021-Nov-02 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

11040828899

Renewal

2011-Apr-08

Debtor(s)

Block

1 VIEWFIELD OIL & GAS LTD.
203, 3035 Tutor Drive
Regina, SK S4W 1B5

Status

Current

Secured Party / Parties

Block

1 NATIONAL BANK OF CANADA
2700, 530 - 8th Avenue SW
Calgary, AB T2P 3S8

Status

Current

Collateral: General

Block

Description

1 All present and after-acquired personal property of the Debtor.

Status

Current

Search ID#: Z05447479



Business Debtor Search For:

VIEWFIELD OIL & GAS LTD.

Search ID #: Z05447479

Date of Search: 2014-Mar-05

Time of Search: 10:54:58

Registration Number: 09110215893

Registration Type: LAND CHARGE

Registration Date: 2009-Nov-02

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Debtor(s)

Block

1 VIEWFIELD OIL & GAS LTD.
203, 3035 Tutor Drive
Regina, SK S4W 1B5

Status
Current

Secured Party / Parties

Block

1 NATIONAL BANK OF CANADA
2700, 530 - 8th Avenue SW
Calgary, AB T2P 3S8

Status
Current

Result Complete

Search ID#: Z05447486

Transmitting Party

NORTON ROSE FULBRIGHT CANADA LLP

Suite 3700, 400- 3rd Avenue SW
Calgary, AB T2P 4H2

Party Code: 60003332

Phone #: 403 287 9488

Reference #: 01124572-0584 KK/jm

Search ID #: Z05447486

Date of Search: 2014-Mar-05

Time of Search: 10:55:30

Business Debtor Search For:

COAST SERVICES INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z05447486

Business Debtor Search For:

COAST SERVICES INC.

Search ID #: Z05447486

Date of Search: 2014-Mar-05

Time of Search: 10:55:30

Registration Number: 11032527687

Registration Type: SECURITY AGREEMENT

Registration Date: 2011-Mar-25

Registration Status: Current

Expiry Date: 2021-Mar-25 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

1 COAST SERVICES INC.
203, 3035 Tutor Drive
Regina, SK S4W 1B5

Status

Current

Secured Party / Parties

Block

1 NATIONAL BANK OF CANADA
2700, 530 - 8th Avenue SW
Calgary, AB T2P 3S8

Status

Current

Collateral: General

Block Description

1 All present and after-acquired personal property of the Debtor.

Status

Current

Search ID#: Z05447486

Business Debtor Search For:

COAST SERVICES INC.

Search ID #: Z05447486

Date of Search: 2014-Mar-05

Time of Search: 10:55:30

Registration Number: 11032527749

Registration Type: LAND CHARGE

Registration Date: 2011-Mar-25

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 **COAST SERVICES INC.
203, 3035 Tutor Drive
Regina, SK S4W 1B5**

Current

Secured Party / Parties

Block

Status

1 **NATIONAL BANK OF CANADA
2700, 530 - 8th Avenue SW
Calgary, AB T2P 3S8**

Current

Search ID#: Z05447488

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

CAST CORPORATION
104 Sierra Crescent
Fort McMurray, AB T9G 2Z3

Reg. #

09091014062

SECURITY AGREEMENT

Debtor Name / Address

CAST CORPORATION
104 SIERRA CRESCENT
FORT MCMURRAY, AB T9H2Z3

Reg. #

12031907269

SECURITY AGREEMENT

Debtor Name / Address

CAWST
424 AVIATION ROAD NE
CALGARY, AB T2E 8H6

Reg. #

14012105195

SECURITY AGREEMENT

Debtor Name / Address

KEYWEST CONSULTING CORPORATION
17307 103 AVE APT 201
EDMONTON, AB T5S 1J4

Reg. #

04062128493

SECURITY AGREEMENT

Debtor Name / Address

THE CAST GROUP LTD.
48 CHURCH STREET, HAMILTON 5-24
BERMUDA, XX

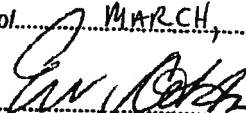
Reg. #

93021207910

LAND CHARGE

Result Complete

This is Exhibit: H referred to in the
affidavit of KAREN KOURY
sworn before me, this 6th
day of MARCH, 2014


A COMMISSIONER IN CHARGE OF TAKING AFFIDAVITS
EVAN COBB
LSUC #55787N



**Saskatchewan
Personal Property Registry
Search Result**

THIS IS EXHIBIT " _____ "
attached to In the Affidavit of
_____ sworn before me this _____
day of _____ A.D. _____

Searching Party: Norton Rose Canada LLP
Search Date: 05-Mar-2014 12:06:58
Search Type: Standard

Search #: 201643348
Client Reference: 01124572-0584 RYJH
Control #:

A Commissioner for Oaths
for the Province of Alberta

Search Criteria
Search By: Business Debtor Name
Business Name: Coast Resources Ltd.

The following list displays all matches & indicates the ones that were selected.
7 Registration(s) Found: Exacts (1) - Similar (6)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	120987891	COAST RESOURCES LTD.	Regina
No	Similar	100099490	QUE WEST RESOURCES LTD	Calgary
No	Similar	100153171	QUE WEST RESOURCES LTD	Calgary
No	Similar	100294862	QUE WEST RESOURCES LTD	Calgary
No	Similar	100294870	QUE WEST RESOURCES LTD	Calgary
No	Similar	100294888	QUE WEST RESOURCES LTD	Calgary
No	Similar	100294896	QUE WEST RESOURCES LTD	Calgary



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 06-Jul-2004 13:40:06

Registration #: 120987891
Expiry Date: 06-Jul-2021

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 150150499 - 1	Address: 1800 - 1881 Scarth Street
Entity Type: Business	Regina, Saskatchewan
Name: MCDUGALL GAULEY LLP	S4P4K9 Canada

Secured Party

Item #: 1	Address: 2700, 530 - 8TH AVENUE S.W.
Party ID: 102460890 - 3	CALGARY, Alberta
Entity Type: Business	T2P398 Canada
Name: NATIONAL BANK OF CANADA	

Debtor Party

*Item #: 1	Address: 203, 3039 TUTOR DRIVE
Party ID: 102644966 - 1	Regina, Saskatchewan
Entity Type: Business	S4W1B5 Canada
Name: COAST RESOURCES LTD.	

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 06-Jul-2004 13:40:06

Registration #: 120987891
Transaction #: 1
Expiry Date: 06-Jul-2009

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100832598 - 3	Address: 700-2010-11TH AVENUE
Entity Type: Business	Regina, Saskatchewan
Name: MCDUGALL GAULEY	S4P0J3 Canada

Secured Party

Item #: 1	Address: 600, 407 - 8TH AVENUE S.W.
Party ID: 102460890 - 1	Calgary, Alberta
Entity Type: Business	T2P1E5 Canada
Name: NATIONAL BANK OF CANADA	



**Saskatchewan
Personal Property Registry
Search Result**

Debtor Party

Item #: 1	Address: 203, 3035 TUTOR DRIVE
Party ID: 102844966 - 1	
Entity Type: Business	Regina, Saskatchewan
Name: COAST RESOURCES LTD.	S4W1B5 Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

History - Amendment

Amendment Date: 08-Oct-2008 09:26:24

Registration #: 120987891
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID: 150150499 - 1	Address: 1500 - 1881 Scarth Street
Entity Type: Business	
Name: MCDUGALL GAULEY LLP	Regina, Saskatchewan S4P4K9 Canada

Secured Party

Action: Update	Address: 2700, 530 - 8TH AVENUE S.W.
Item #: 1	
Party ID: 102460890 - 3	CALGARY, Alberta
Entity Type: Business	T2F3S8 Canada
Name: NATIONAL BANK OF CANADA	

History - Amendment

Amendment Date: 03-Jun-2009 13:16:34

Registration #: 120987891
Transaction #: 3
Expiry Date: 06-Jul-2019

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID: 150000519 - 1	Address: 4126 Norland Avenue
Entity Type: Business	
Name: Canadian Securities Registration Systems	Burnaby, British Columbia V3G3S8 Canada

History - Amendment

Amendment Date: 08-Apr-2011 14:54:47

Registration #: 120987891
Transaction #: 4
Expiry Date: 06-Jul-2021

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID: 150150499 - 1	Address: 1500 - 1881 Scarth Street
Entity Type: Business	
Name: MCDUGALL GAULEY LLP	Regina, Saskatchewan



**Saskatchewan
Personal Property Registry
Search Result**

Registrant

S4MKS
Canada

End of Search Result



**Saskatchewan
Personal Property Registry
Search Result**

Searching Party: Norton Rose Canada LLP,
Search Date: 05-Mar-2014 12:11:48
Search Type: Standard

Search #: 201643359
Client Reference: 01124972-0584 KK/jm
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name:
101033165 Saskatchewan Ltd.

The following list displays all matches & indicates the ones that were selected.
1 Registration(s) Found: Exacts (1) - Similar (0)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	120991175	101033165 SASKATCHEWAN LTD.	Regina



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 07-Jul-2004 10:04:40

Registration #: 120991175
Expiry Date: 07-Jul-2021

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	150150499 - 1	Address:	1500 - 1881 Scarth Street
Entity Type:	Business		Regina, Saskatchewan
Name:	MCDUGALL GAULEY LLP		S4P4K9 Canada

Secured Party

Item #:	1	Address:	2700, 530 - 8TH AVENUE S.W.
Party ID:	102540460 - 2		CALGARY, Alberta
Entity Type:	Business		T2P3S8 Canada
Name:	NATIONAL BANK OF CANADA		

Debtor Party

Item #:	1	Address:	203, 3035 TUTOR DRIVE
Party ID:	102645380 - 1		Regina, Saskatchewan
Entity Type:	Business		S4W1B5 Canada
Name:	101033165 SASKATCHEWAN LTD.		

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 07-Jul-2004 10:04:40

Registration #: 120991175
Transaction #: 1
Expiry Date: 07-Jul-2009

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	100832598 - 3	Address:	700-2010-11TH AVENUE
Entity Type:	Business		Regina, Saskatchewan
Name:	MCDUGALL GAULEY		S4P0J3 Canada

Secured Party

Item #:	1	Address:	600, 407 8TH AVENUE S.W.
Party ID:	102540460 - 1		Calgary, Alberta
Entity Type:	Business		T2P1E5 Canada
Name:	NATIONAL BANK OF CANADA		



**Saskatchewan
Personal Property Registry
Search Result**

Debtor Party

Item #: 1	Address: 203, 3035 TUTOR DRIVE
Party ID: 102645380 - 1	
Entity Type: Business	Regina, Saskatchewan
Name: 101033185 SASKATCHEWAN LTD.	S4W1B5 Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

History - Amendment

Amendment Date: 08-Oct-2008 09:27:39

Registration #: 120991175
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID: 150150499 - 1	Address: 1500 - 1881 Scarth Street
Entity Type: Business	
Name: MCDUGALL GAULEY LLP	Regina, Saskatchewan S4P4K9 Canada

Secured Party

Action: Update	Address: 2700, 530 - 8TH AVENUE S.W.
Item #: 1	
Party ID: 102540460 - 2	CALGARY, Alberta
Entity Type: Business	T2P3S8 Canada
Name: NATIONAL BANK OF CANADA	

History - Amendment

Amendment Date: 03-Jun-2009 13:16:36

Registration #: 120991175
Transaction #: 3
Expiry Date: 07-Jul-2019

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID: 150000519 - 1	Address: 4126 Norland Avenue
Entity Type: Business	
Name: Canadian Securities Registration Systems	Burnaby, British Columbia V5G3S8 Canada

History - Amendment

Amendment Date: 08-Apr-2011 14:55:46

Registration #: 120991175
Transaction #: 4
Expiry Date: 07-Jul-2021

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID: 150150499 - 1	Address: 1500 - 1881 Scarth Street
Entity Type: Business	
Name: MCDUGALL GAULEY LLP	Regina, Saskatchewan



**Saskatchewan
Personal Property Registry
Search Result**

Registrant

S4P4K3
Canada

End of Search Result



**Saskatchewan
Personal Property Registry
Search Result**

Searching Party: Norton Rose Canada LLP
Search Date: 05-Mar-2014 12:16:04
Search Type: Standard

Search #: 201643367
Client Reference: 01124572-0584 KK/jm
Control #:

Search Criteria
Search By: Business Debtor Name
Business Name: Viewfield Oil & Gas Ltd.

The following list displays all matches & indicates the ones that were selected.
1 Registration(s) Found: Exact (1) - Similar (0)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	300521566	VIEWFIELD OIL & GAS LTD.	REGINA



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 02-Nov-2009 14:06:37

Registration #: 300521566
Expiry Date: 02-Nov-2021

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 150150499 - 1	Address: 1500 - 1881 Scarth Street
Entity Type: Business	Regina, Saskatchewan
Name: MCDUGALL GAULEY LLP	S4P4K9 Canada

Secured Party

Item #: 1	Address: 2700, 530 - 8TH AVENUE S.W.
Party ID: 102460890 - 3	CALGARY, Alberta
Entity Type: Business	T2P3S8
Name: NATIONAL BANK OF CANADA	Canada

Debtor Party

Item #: 1	Address: 203, 3035 TUTOR DRIVE
Party ID: 150996273 - 1	REGINA, Saskatchewan
Entity Type: Business	S4W1B5
Name: VIEWFIELD OIL & GAS LTD.	Canada

General Property

All of the Debtor's present and after-acquired personal property.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 02-Nov-2009 14:06:37

Registration #: 300521566
Transaction #: 1
Expiry Date: 02-Nov-2014

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 150150499 - 1	Address: 1500 - 1881 Scarth Street
Entity Type: Business	Regina, Saskatchewan
Name: MCDUGALL GAULEY LLP	S4P4K9 Canada

Secured Party

Item #: 1	Address: 2700, 530 - 8TH AVENUE S.W.
Party ID: 102460890 - 3	CALGARY, Alberta
Entity Type: Business	T2P3S8
Name: NATIONAL BANK OF CANADA	Canada



**Saskatchewan
Personal Property Registry
Search Result**

Debtor Party

Item #: 1	Address:
Party ID: 150996273 - 1	203, 3095 TUTOR DRIVE
Entity Type: Business	REGINA, Saskatchewan
Name: VIEWFIELD OIL & GAS LTD.	S4W1B5
	Canada

General Property

All of the Debtor's present and after-acquired personal property.

History - Amendment

Amendment Date: 08-Apr-2011 14:56:54

Registration #: 300521566
Transaction #: 2
Expiry Date: 02-Nov-2021

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID: 150150499 - 1	Address: 1500 - 1881 Scarth Street
Entity Type: Business	Regina, Saskatchewan
Name: MCDUGALL GAULEY LLP	S4P4K9
	Canada

End of Search Result



Saskatchewan Personal Property Registry Search Result

Searching Party: Norton Rose Canada LLP,
Search Date: 05-Mar-2014 12:20:13
Search Type: Standard

Search #: 201643378
Client Reference: 01124572-0884 KK/Jm
Control #:

Search Criteria:
Search By: Business Debtor Name
Business Name: Coast Services Inc.

The following list displays all matches & indicates the ones that were selected.
3 Registration(s) Found: Exacts (1) - Similar (2)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	300701936	COAST SERVICES INC.	REGINA
No	Similar	101015083	CAST (1983) LTD	
No	Similar	101015091	CAST (1983) LTD	



**Saskatchewan
Personal Property Registry
Search Result**

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 25-Mar-2011 16:24:12

Registration #: 300701936
Expiry Date: 25-Mar-2021

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 150180498 - 1
Entity Type: Business
Name: MCDUGALL GAULEY LLP
Address: 1500 - 1881 Scarth Street
Regina, Saskatchewan
S4P4K9
Canada

Secured Party

Item #: 1
Party ID: 150901013 - 1
Entity Type: Business
Name: NATIONAL BANK OF CANADA
Address: 2700, 530 - 8 AVENUE S.W.
CALGARY, Alberta
T2P3S8
Canada

Debtor Party

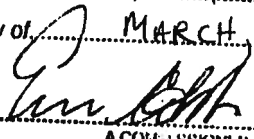
Item #: 1
Party ID: 151295048 - 1
Entity Type: Business
Name: COAST SERVICES INC.
Address: 203, 3095 TUTOR DRIVE
REGINA, Saskatchewan
S4W1R5
Canada

General Property

All of the Debtor's present and after-acquired personal property.

End of Search Result

This is Exhibit I referred to in the
affidavit of KAREN KOURY
sworn before me, this 6th
day of MARCH 2014


A COMMISSIONER IN CHARGE OF TAKING AFFIDAVITS

EVAN COBB
LEUC #55787N

NORTON ROSE FULBRIGHT

Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Fulbright Canada LLP
400 8rd Avenue SW, Suite 5700
Calgary, Alberta T2P 4H2 CANADA

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nortonrosefulbright.com

Howard A. Gorman, Q.C.
+1 403.267.8144
howard.gorman@nortonrosefulbright.com

Assistant
+1 403.267.8184
roberta.sevard@nortonrosefulbright.com

February 27, 2013

Via Facsimile: +1 808.767.3003
and by Email: dwilson@coastresources.ca

Coast Resources Ltd.
203 - 3035 Tutor Drive
Regina, SK S4W 1B5

101033165 Saskatchewan Ltd.
203 - 3035 Tutor Drive
Regina, SK S4W 1B5

Viewfield Oil & Gas Ltd.
203 - 3035 Tutor Drive
Regina, SK S4W 1B5

Coast Services Inc.
203 - 3035 Tutor Drive
Regina, SK S4W 1B5

Attention: David F. Wilson

File No:

01124672-0884

THIS IS EXHIBIT "_____"
refer to in the Affidavit of

Sworn before me this _____
Day of _____, A.D. _____

A Co. Commissioner for Oaths
In and for Province of Alberta

Dear Sir:

Indebtedness owing to National Bank of Canada (the "Bank") by Coast Resources Ltd. ("Coast Resources" or the "Borrower"), as guaranteed by 101033165 Saskatchewan Ltd. ("101"), Viewfield Oil & Gas Ltd. ("Viewfield") and Coast Services Inc. ("Coast Services")

Our offices are the solicitors who act on behalf of the Bank in connection with the amounts owed to it pursuant to an Offering Letter from the Bank to the Borrower dated October 22, 2012, as amended June 19, 2013 and as may be further amended, restated and/or supplemented from time to time, as guaranteed by 101, Viewfield and Coast Services (collectively, the "Guarantors").

The security granted by the Borrower and Guarantors includes the following:

- a \$20,000,000 Fixed and Floating Charge Demand Debenture from the Borrower to the Bank dated July 9, 2004, as amended, supplemented and/or restated;
- a \$20,000,000 Fixed and Floating Charge Demand Debenture from 101 to the Bank dated July 9, 2004, as amended, supplemented and/or restated;
- a \$20,000,000 Fixed and Floating Charge Demand Debenture from Viewfield to the Bank dated November 2, 2009, as amended, supplemented and/or restated;
- a \$20,000,000 Fixed and Floating Charge Demand Debenture from Coast Services to the Bank dated March 29, 2011, as amended, supplemented and/or restated;

Norton Rose Fulbright Canada LLP is a limited liability partnership established in Canada.

Norton Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright South Africa (incorporated as Denney Fitz Inc) and Fulbright & Jaworski LLP, each of which is a separate legal entity, are members of Norton Rose Fulbright Verein, a Swiss Verein. Details of each entity, with certain regulatory information, are at nortonrosefulbright.com. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients.

0001/CALSBAR/22869604

February 27, 2014

- an Unlimited Letter of Guarantee from 101 to the Bank as to the Borrower's liabilities and obligations to the Bank dated July 9, 2004;
- an Unlimited Letter of Guarantee from Viewfield to the Bank as to the Borrower's liabilities and obligations to the Bank dated March 29, 2011;
- an Unlimited Letter of Guarantee from Coast Services to the Bank as to the Borrower's liabilities and obligations to the Bank dated March 29, 2011; and
- further and other security.

It is the position of the Bank that the Borrower is in default of the above agreements for, among other things, failing to make payment when due.

As at February 26, 2014, the amount outstanding and owing to the Bank inclusive of interest was approximately CDN \$5,482,702.75, with per diem interest and costs, including legal costs, accrued and accruing thereupon.

Demand is hereby made upon the Borrower for payment in full of the amounts outstanding together with any other legal fees or charges that may arise. In the event that payment is not made in full by close of business on Monday, March 10, 2014 or the Bank determines that its collateral is at risk, the Bank will take such steps as it may consider necessary to protect its position.

Also enclosed for service upon you is a Notice of Intention to Enforce Security provided in accordance with the provisions of the *Bankruptcy and Insolvency Act*. If the Borrower and Guarantors consent to the Bank taking earlier enforcement, please return the consent executed by a duly authorized officer of the Borrower and each of the Guarantors.

Should you have any questions or concerns with respect to the foregoing, you may contact the undersigned directly to discuss.

Kindly govern yourself accordingly.

Yours truly,

Norton Rose Fulbright Canada LLP

Howard A. Gorman, Q.C.

KDK/enclosures

Copy/visa to: National Bank of Canada, Attention: Karen Koury and Elizabeth Pineda (via email)

Norton Rose Fulbright Canada LLP, Attention: Kyle D. Kashuba (via email)

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

To: Coast Resources Ltd., 101033165 Saskatchewan Ltd., Viewfield Oil & Gas Ltd. and Coast Services Inc.

Take notice that:

- 1. The National Bank of Canada (the "Bank"), a secured creditor, intends to enforce its security on the property of the above Insolvent persons which encompasses all of their property and assets;**
- 2. The security that is to be enforced includes security granted by the insolvent persons in favour of the Bank is set out in Schedule "A", attached hereto;**
- 3. The total amount of the indebtedness secured by the security, as at February 26, 2014, is approximately CDN \$5,462,702.75 plus accrued and accruing costs and interest from the date of this notice; and**
- 4. The secured creditor, the Bank, will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice unless the insolvent person consents, as applicable, to an earlier enforcement or the Court so orders.**

Dated at Calgary, Alberta, this 27th day of February, 2014.

NATIONAL BANK OF CANADA
by its solicitors and agents,
Norton Rose Fulbright Canada LLP

Per:


Howard A. Gorman, Q.C.

CONSENT TO IMMEDIATE ENFORCEMENT OF SECURITY

Coast Resources Ltd., 101033185 Saskatchewan Ltd., Viewfield Oil & Gas Ltd. and Coast Services Inc. each hereby:

- (a) consent to the immediate enforcement by the Bank as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada); and
- (b) consents to the Bank's immediate appointment of a Receiver and Manager, in accordance with the provisions of the above noted security.

Per: _____ c/s
Coast Resources Ltd.
By its authorized signatory
NAME:
TITLE:

Per: _____ c/s
101033185 Saskatchewan Ltd.
By its authorized signatory
NAME:
TITLE:

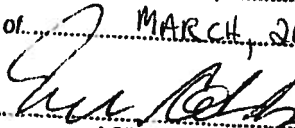
Per: _____ c/s
Viewfield Oil & Gas Ltd.
By its authorized signatory
NAME:
TITLE:

Per: _____ c/s
Coast Services Inc.
By its authorized signatory
NAME:
TITLE:

SCHEDULE "A"

1. a \$20,000,000 Fixed and Floating Charge Demand Debenture from Coast Resources Ltd. ("Coast Resources") to the National Bank of Canada (the "Bank") dated July 9, 2004, as amended, supplemented and/or restated;
2. a \$20,000,000 Fixed and Floating Charge Demand Debenture from 101093165 Saskatchewan Ltd. ("101") to the Bank dated July 9, 2004, as amended, supplemented and/or restated;
3. a \$20,000,000 Fixed and Floating Charge Demand Debenture from Viewfield Oil & Gas Ltd. ("Viewfield") to the Bank dated November 2, 2009, as amended, supplemented and/or restated;
4. a \$20,000,000 Fixed and Floating Charge Demand Debenture from Coast Services Inc. to the Bank dated March 29, 2011, as amended, supplemented and/or restated;
5. an Unlimited Letter of Guarantee from 101 to the Bank as to Coast Resources' liabilities and obligations to the Bank dated July 9, 2004;
6. an Unlimited Letter of Guarantee from Viewfield to the Bank as to Coast Resources' liabilities and obligations to the Bank dated March 29, 2011;
7. an Unlimited Letter of Guarantee from Coast Services Inc. to the Bank as to Coast Resources' liabilities and obligations to the Bank dated March 29, 2011; and
8. further and other security.

This is Exhibit J referred to in the
affidavit of KAREN KOURY
sworn before me, this 6th
day of MARCH, 2014


A COMMISSIONER IN CHARGE OF TAKING AFFIDAVITS

EVAN CORB
LSUC #55787N

COURT FILE NUMBER 1401-
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT NATIONAL BANK OF CANADA



RESPONDENTS COAST RESOURCES LTD., 101033165 SASKATCHEWAN LTD., VIEWFIELD OIL & GAS LTD. and COAST SERVICES INC.

DOCUMENT **CONSENT TO ACT AS RECEIVER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973

THIS IS EXHIBIT "_____"
referred to in the Affidavit of

Sworn before me this _____
Day of _____ A.D. _____

A Commissioner for Oaths
in and for the Province of Alberta

Attention: Howard A. Gorman / Kyle D. Kashuba
howard.gorman@nortonrosefulbright.com
kyle.kashuba@nortonrosefulbright.com

File No. 01124572-0584

CONSENT TO ACT AS RECEIVER

FTI Consulting Canada Inc. does hereby consent to act as receiver or receiver and manager of the Respondents, Coast Resources Ltd., 101033165 Saskatchewan Ltd., Viewfield Oil & Gas Ltd. and Coast Services Inc., if so ordered by this Honourable Court.

DATED this 4th day of March, 2014.

FTI Consulting Canada Inc.



Per: _____

Authorized Signatory

This is Exhibit "B" referred to in the

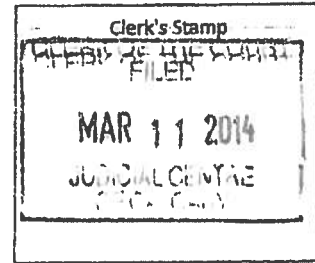
Affidavit of Karen Koury

sworn before me, this 8th day

of September, 2015



A Commissioner for taking Affidavits



COURT FILE NUMBER 1401- 02489
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT NATIONAL BANK OF CANADA
RESPONDENTS COAST RESOURCES LTD., 101033165 SASKATCHEWAN LTD., VIEWFIELD OIL & GAS LTD. and COAST SERVICES INC.
DOCUMENT AFFIDAVIT
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973
Attention: Howard A. Gorman, Q.C. / Kyle D. Kashuba
howard.gorman@nortonrosefulbright.com
kyle.kashuba@nortonrosefulbright.com
File No. 01124572-0584

SECOND AFFIDAVIT OF KAREN KOURY

Sworn on March 6, 2014

I, Karen Koury, of the City of Oakville, in the Province of Ontario, SWEAR AND SAY THAT:

I. INTRODUCTION

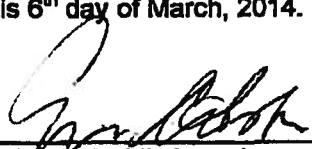
1. I am a Senior Manager - Lending Operations at National Bank of Canada ("**National Bank**" or the "**Bank**"), the Plaintiff and Applicant in the within matter, and as such, have personal knowledge of the facts and matters hereinafter deposed to except where stated to be based on information and belief and where so stated I verily believe the same to be true.
2. This Second Affidavit is supplemental to my first Affidavit also dated March 6, 2014 ("**First Affidavit**").
3. Attached hereto and marked as Exhibit "A" to this my Second Affidavit is correspondence addressed to the Bank's counsel enclosing various Waivers and Consents including:

- a. Consent to immediate enforcement (anticipated in paragraph 19 of my First Affidavit);
- b. A Consent Receivership Order executed on behalf of the various Corporate Defendants; and
- c. the Resignation of the Directors of the various Corporate Defendants (as anticipated in paragraph 18 of my First Affidavit).

II. CONCLUSION

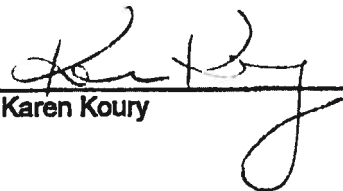
- 4. I am authorized to swear this Affidavit on behalf of National Bank.
- 5. I make this Affidavit for no improper purpose.
- 6. I make this Affidavit in support of an Application to this Honourable Court to appoint FTI as receiver and manager of the Defendants and to update the Court with respect to the Defendants' position with respect to that Application.

SWORN before me at the City of Toronto in the Province of Ontario, this 6th day of March, 2014.



 A Notary Public in and for the Province of Ontario

EVAN CABB L.S.U.C.# 55787R



 Karen Koury



Kanuka Thuringer LLP
BARRISTERS & SOLICITORS

Telephone: 306.525.7200
Fax: 306.359.0590

1400 7500 Victoria Avenue
Regina, Saskatchewan S4P 3X7
www.kanukathuringer.com

March 6, 2014

Reply To: Warren N. Sproule, Q.C.
Direct Line: 306.525.7208
Email: wsproule@ktllp.ca

VIA EMAIL

Norton Rose Fulbright Canada LLP
400 - 3rd AVE SW, Suite 3700
Calgary AB T2P 4H2

Attention: Howard Gorman, Q.C.

Dear Sirs:

**Re: Consent to Immediate Enforcement of Security, Consent
Receivership Order - Coast Resources Ltd., 101033165
Saskatchewan Ltd., Viewfield Oil & Gas Ltd. and Coast
Services Inc.
Our File: 11661-0003/WNS**

Please find enclosed the following documents:

1. Consent to Immediate Enforcement of Security executed by Coast Resources Ltd., 101033165 Saskatchewan Ltd., Viewfield Oil & Gas Ltd. and Coast Services Inc.; and
2. Consent Receivership Order executed by David F. Wilson as authorized representative for Coast Resources Ltd., 101033165 Saskatchewan Ltd., Viewfield Oil & Gas Ltd. and Coast Services Inc. on March 5, 2014.

Also please find enclosed copies of the resignation of the following directors effective March 6, 2014 (which are in the process of being served):

1. David F. Wilson as a director and officer of Coast Resources Ltd.;
2. David Fennell Wilson as a director and officer of Coast Services Inc.;
3. Karen R. Wilson as a director and officer of Viewfield Oil & Gas Ltd.;
4. David F. Wilson as a director and officer of 101033165 Saskatchewan Ltd.; and
5. John M.R. Fedirko as a director and officer of 101033165 Saskatchewan Ltd.

THIS IS EXHIBIT "A"
referred to in the Affidavit of
Karen Koury
Sworn before me this *5th*
Day of *March*, A.D. 2014
Erin Bell
A COMMISSIONER FOR OATHS
SWORN FOR THE PROVINCE OF ALBERTA
A Notary Public in and
for Ontario
EVAW ccsBB Lsuc #55787W



Kanaka Thurlinger LLP
BARRISTERS & SOLICITORS

Norton Rose Fulbright Canada LLP
Attention: Howard Gorman, Q.C.
March 6, 2014
Page 2

If you have any questions in this regard, please do not hesitate to contact us.

Yours truly,



Warren N. Sproule, Q.C.

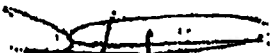
WNS/CSC/avf
Enclosures


DM 1019477 v1

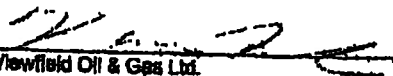
CONSENT TO IMMEDIATE ENFORCEMENT OF SECURITY


Coast Resources Ltd., 101038186 Saskatchewan Ltd., Viewfield Oil & Gas Ltd. and Coast Services Inc. each hereby:

- (a) consent to the immediate enforcement by the Bank as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada); and
- (b) consents to the Bank's immediate appointment of a Receiver and Manager, in accordance with the provisions of the above noted security.

Per:  _____ c/s
Coast Resources Ltd.
By its authorized signatory
NAME: David F. Wilson
TITLE: President

Per:  _____ c/s
101038186 Saskatchewan Ltd.
By its authorized signatory
NAME: David F. Wilson
TITLE: President

Per:  _____ c/s
Viewfield Oil & Gas Ltd.
By its authorized signatory
NAME: David F. Wilson
TITLE: President

Per:  _____ c/s
Coast Services Inc.
By its authorized signatory
NAME: David F. Wilson
TITLE: President

Clerk's Stamp

COURT FILE NUMBER 1401-
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT NATIONAL BANK OF CANADA
RESPONDENTS COAST RESOURCES LTD., 101033185 SASKATCHEWAN LTD.,
VIEWFIELD OIL & GAS LTD. and COAST SERVICES INC.
DOCUMENT CONSENT RECEIVERSHIP ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973

Attention: Howard A. Gorman / Kyle D. Kashuba
howard.gorman@nortonrosefulbright.com
kyle.kashuba@nortonrosefulbright.com

File No 01124572-0584

DATE ON WHICH ORDER WAS PRONOUNCED: March __, 2014
NAME OF JUDGE WHO MADE THIS ORDER: Mr./Madam Justice _____
LOCATION OF HEARING: Calgary, Alberta

CONSENT RECEIVERSHIP ORDER

UPON THE APPLICATION of National Bank of Canada (the "Lender") in respect of Coast Resources Ltd., 101033185 Saskatchewan Ltd., Viewfield Oil & Gas Ltd and Coast Services Inc. (collectively, the "Debtor"); AND UPON reading the Application, and the Affidavit of Karen Koury dated March __, 2014, filed; AND UPON reading the consent of FTI Consulting Canada Inc. to act as receiver and manager ("Receiver") of the Debtor, filed; AND UPON noting the consent of the Debtor endorsed hereon; AND UPON the Court being satisfied that in the circumstances the method for service on the Debtor and on the various interested parties is good, sufficient and should be validated; AND UPON hearing counsel for the Lender, the Debtor and the Receiver and any other interested parties that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPOINTMENT

- 2 Pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("BIA"), section 13(2) of the *Judicature Act*, RSA 2000, c J-2, and s 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7, FTI Consulting Canada Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties, including without limitation those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
 - (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
 - (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,
- and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7 shall not be required
- (m) to apply for any vesting order or other orders (including without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
 - (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
 - (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
 - (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
 - (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
 - (r) to exercise any shareholder, partnership, joint venture, or other rights which the Debtor may have;
 - (s) upon the application of the Receiver to this Court upon notice to all affected and interested parties, and where the Court is of the opinion on the making of such an application that it is proper and in the best interests of the estate, to assign the Debtor into bankruptcy or obtain a bankruptcy order against the Debtor; and
 - (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or

body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court (or alternatively, until receiving written permission of the Receiver, which the Receiver may choose in its discretion to provide) from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section

14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the Wage Earner Protection Program Act, §C 2005, c 47 ("WEPFA").

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

- 15 (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or willful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order.
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (a) below, the Receiver:
 - A. complies with the order; or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (18) If the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by section 14.06 of the BIA, any other applicable legislation, or the common law.

LIMITATION ON RECEIVER'S LIABILITY

- 18 Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(8) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

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

FUNDING OF THE RECEIVERSHIP

20. The Receiver is at liberty and is hereby empowered to borrow by way of a revolving credit or otherwise from the Plaintiff, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

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

ALLOCATION

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

GENERAL

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding the same not including an original signature.
27. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
28. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
29. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, and including in particular the courts of the Province of Saskatchewan, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
30. The Plaintiff shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
31. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice (or such other time as the Court in its discretion may allow) to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

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

Justice of the Court of Queen's Bench of Alberta

CONSENTED AS TO FORM AND CONTENT
THIS 5th DAY OF MARCH, 2014

Per. _____

Name: David F Wilson

Position:

Authorized Representative for the Respondents,
Coast Resources Ltd., 101033185 Saskatchewan Ltd.,
Viewfield Oil & Gas Ltd. and Coast Services Inc.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that FTI Consulting Canada Inc., the receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Coast Resources Ltd., 101033165 Saskatchewan Ltd., Viewfield Oil & Gas Ltd. and Coast Services Inc. (collectively, the "Debtor") appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated the ____ day of March, 2014 (the "Order") made in action number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$500,000 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded (daily) (monthly not in advance on the ____ day of each month) after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of the Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 201__

FTI Consulting Canada Inc., solely in its capacity as Receiver and Manager of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:


COAST RESOURCES LTD.

(called the "Corporation")

RESIGNATION

I, David F. Wilson, hereby resign as a director and officer of the Corporation,
effective immediately.

DATED the 16 day of March, 2014.



David F. Wilson

COAST SERVICES INC.

(called the "Corporation")

RESIGNATION

I, David Fennell Wilson, hereby resign as a director and officer of the Corporation, effective immediately.

DAVID the 9 day of March, 2014.



David Fennell Wilson

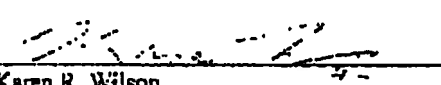
VIEWFIELD OIL & GAS LTD.

(called the "Corporation")

RESIGNATION

I, Karen R. Wilson, hereby resign as a director and officer of the Corporation,
effective immediately.

DATED the 6th day of March, 2014.



Karen R. Wilson

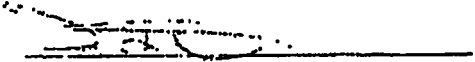
101033165 SASKATCHEWAN LTD.

(called the "Corporation")

RESIGNATION

I, David F. Wilson, hereby resign as a director and officer of the Corporation,
effective immediately.

DATED the day of March, 2014.



David F. Wilson


101033165 Saskatchewan Ltd.

(called the "Corporation")

RESIGNATION

I, John M.R. Fedirko, hereby resign as a director and officer of the Corporation,
effective immediately.

DATED the 2nd day of March, 2014.



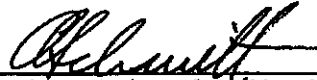
John M.R. Fedirko

This is Exhibit "C" referred to in the

Affidavit of Karen Koury

sworn before me, this 8th day

of September, 2015



A Commissioner for Taking Affidavits



RECEIVED
OCT 23 2012

Writer's Direct Line
(403) 294-4951

October 22, 2012

BY COURIER

Coast Resources Ltd.
3035 Tutor Drive, Suite 203
Regina, SK S4W 1B5

ATTENTION: Mr. David F. Wilson
President

Dear Sir:

RE: CREDIT FACILITIES – NATIONAL BANK OF CANADA / COAST RESOURCES LTD.

We are pleased to advise that National Bank of Canada has approved the following revised Credit Facilities for Coast Resources Ltd., subject to the terms and conditions set out herein. This Offering Letter contains all the terms and conditions pertaining to the availability of Credit Facilities from National Bank of Canada and as a result it amends, incorporates, and restates the terms and conditions of all existing and new commitments.

BORROWER: COAST RESOURCES LTD. (the "Borrower" or "Loan Party").

GUARANTORS: 101033165 SASKATCHEWAN LTD.,
VIEWFIELD OIL & GAS LTD., and
COAST SERVICES INC. (collectively, the "Guarantor").

The Borrower and the Guarantor are collectively referred to as "Loan Parties", and each, a "Loan Party".

LENDER: NATIONAL BANK OF CANADA (the "Bank").

CREDIT FACILITY A: REVOLVING OPERATING DEMAND LOAN (the "Credit Facility A").

MAXIMUM AMOUNT: \$7,500,000.

PURPOSE: Credit Facility A shall only be used for the Borrower's general corporate purposes including capital expenditures.

AVAILABILITY: Prime Rate loans ("Prime Rate Loans"). Revolving in whole multiples of Cdn\$50,000.

Letters of credit and/or letters of guarantee ("L/C/Gs") (maximum term one year). The aggregate Face Amount of L/C/Gs issued and outstanding at any time limited to \$750,000 in any currency acceptable to the Bank.

REPAYMENT: Interest only but always subject to Availability, Review, and the Bank's right of demand.

National Bank of Canada
311 - 6 Avenue SW, Suite 1800
Calgary (Alberta) T2P 3H2

INTEREST RATE:

Prime Rate Loans

The Borrower shall pay interest calculated daily and payable monthly, not in advance, on the outstanding principal amount of Prime Rate Loans drawn under the Credit Facility A at a rate per annum equal to the Prime Rate as designated from time to time by the Bank plus one and one-quarter percent (Prime Rate + 1.25% p.a.). Interest at the aforesaid rate shall be due and payable on the 26th day of each and every month until all amounts owing to the Bank are paid in full. Interest shall be paid via automatic debit to the Borrower's account at the Calgary Branch of the Bank.

As of this date, the Bank's Prime Rate is 3.00% per annum.

STANDBY FEE:

One-quarter percent per annum (0.25% p.a.), based on a 365 or 366 day period, as the case may be, on the undrawn portion of the Credit Facility A (the "Standby Fee"), payable monthly on the first Business Day of each month.

L/C/G FEE:

One and one-half percent per annum (1.50% p.a.), based on a 365 or 366 day period, as the case may be, of the issue amount, payable at issue (the "L/C/G Fee"). This non-refundable, upfront fee is to be based on the number of months the L/C/G is to be outstanding with any portion of 31 days to be considered a complete month.

**DRAWDOWN,
NOTIFICATION,
AND CONVERSION:**

All Advances under Credit Facility A may only be drawn on a day that is a Business Day.

Prime Rate Loans

As required.

EVIDENCE OF DEBT:

Revolving Demand Credit Agreement and the records of the Bank. Such records maintained by the Bank shall constitute in the absence of manifest error prima facie evidence of the obligations of the Borrower to the Bank in respect of Advances made. The failure by the Bank to correctly record any such amount or date shall not adversely affect the obligations of the Borrower to pay amounts due hereunder to the Bank in accordance with this Offering Letter.

CREDIT FACILITY B:

ACQUISITION/DEVELOPMENT DEMAND LOAN (the "Credit Facility B").

MAXIMUM AMOUNT:

\$2,250,000.

DRAWDOWN AMOUNT:

\$2,000,000.

PURPOSE:

Credit Facility B shall only be used by the Borrower to assist in the acquisition of producing petroleum and natural gas reserves and/or development of proved non-producing/undeveloped petroleum and natural gas reserves.

For the initial Drawdown Amount, to assist in development capital expenditures at Luseland, Saskatchewan.

AVAILABILITY:

Prime Rate loans ("Prime Rate Loans") in Canadian dollars, available by way of multiple draws subject to prior engineering review by the Bank utilizing the Bank's normal lending parameters accorded to the proved producing petroleum and natural gas reserves being acquired and/or evidence of capital expenditures on approved development of proved non-producing/undeveloped reserves.

REPAYMENT:

Subject to Availability, Review, and the Bank's right of demand, monthly principal repayments over the half-life of the reserves being financed, as determined by the Bank. Repayment to commence the month following drawdown.

For the initial Drawdown Amount, principal repayments of \$75,000/month commencing January 1, 2013.

INTEREST RATE:

The Borrower shall pay interest calculated daily and payable monthly, not in advance, on the outstanding principal amount of Prime Rate Loans drawn under the Credit Facility B at a rate per annum equal to the Prime Rate as designated from time to time by the Bank plus one and three-quarters percent (Prime Rate + 1.75% p.a.). Interest at the aforesaid rate shall be due and payable on the 26th day of each and every month until all amounts owing to the Bank are paid in full. Interest shall be paid via automatic debit to the Borrower's account at the Calgary Branch of the Bank.

As of this date, the Bank's Prime Rate is 3.00% per annum.

CREDIT FACILITY FEE:

One-half percent (0.50%) on the amount of each Advance drawn on the Credit Facility B, due and payable at the commitment for such Advance. Non-refundable.

For the initial Drawdown Amount, \$10,000 payable at drawdown commitment.

STANDBY FEE:

One-quarter percent per annum (0.25% p.a.), based on a 365 or 366 day period, as the case may be, on the undrawn portion of the Credit Facility B (the "Standby Fee"), payable monthly on the first Business Day of each month.

CONDITIONS PRECEDENT TO FUNDING:

In addition to all other Conditions Precedent set out in this Offering Letter, prior to the initial advance under the Credit Facility B, the Borrower shall provide:

1. A Variable Rate Demand Promissory Note in the face amount of \$2,000,000 duly executed and delivered to the Bank by the Borrower; and
2. A detailed capital expenditure budget for approved developments of proven non-producing/undeveloped petroleum and natural gas reserves along with evidence of specific capital expenditures, as applicable.

CREDIT FACILITY C:

MASTERCARD FACILITY (the "Credit Facility C").

MAXIMUM AMOUNT:

\$10,000.

PURPOSE:

Credit Facility C shall only be used by the Borrower to facilitate travel, entertainment, and supplier expenses for company officers.

REPAYMENT:

Payment in full, monthly.

INTEREST RATE:

Standard rates as established from time to time by MasterCard.

EVIDENCE OF DEBT:

MasterCard monthly statements and the records of the Bank. Such records maintained by the Bank shall constitute in the absence of manifest error prima facie evidence of the obligations of the Borrower to the Bank in respect of Advances made. The failure by the Bank to correctly record any such amount or date shall not adversely affect the obligations of the Borrower to pay amounts due hereunder to the Bank in accordance with this Offering Letter.

RISK MANAGEMENT FACILITY (the "Risk Management Facility")

PURPOSE: Risk Management Facility shall be used by the Borrower for Financial Instruments.

AVAILABILITY: Various Financial Instruments. Maximum term 26 months. Subject to Bank availability and including a cross default limit of \$300,000.

SETTLEMENT: Settlement as per contract maturities.

EVIDENCE OF USAGE: Executed treasury contracts, executed ISDA Master Agreement with appropriate annexes, other documentation acceptable to the Bank, and the records of the Bank. Such records maintained by the Bank shall constitute in the absence of manifest error prima facie evidence of the obligations of the Borrower to the Bank in respect of Advances made. The failure by the Bank to correctly record any such amount or date shall not adversely affect the obligations of the Borrower to pay amounts due hereunder to the Bank in accordance with this Offering Letter.

FOR ALL CREDIT FACILITIES

DEFINITIONS: In this Offering Letter, including the Appendices hereto and in all notices given pursuant to this Offering Letter, capitalized words and phrases shall have the meanings given to them in this Offering Letter in their proper context, and words and phrases not otherwise defined in this Offering Letter but defined in Appendix C to this Offering Letter shall have the meanings given to them in Appendix C to this Offering Letter.

INTERPRETATION: In this Offering Letter, unless otherwise specifically provided, words importing the singular will include the plural and vice versa, words importing gender shall include the masculine, the feminine and the neuter, and "in writing" or "written" includes printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception, including by facsimile.

FEES: \$18,375 payable upon provision of this Offering Letter. Non-refundable. This fee includes the Bank's engineering expenses incurred for this Review. This fee is in addition to and not in substitution for any other fees due and payable under this Offering Letter.

SECURITY: The following security shall be completed, duly executed, delivered, and registered, where necessary, to the entire satisfaction of the Bank and its counsel. All present and future security (the "Security") and the terms thereof shall be held by the Bank as continuing security for all present and future debts, obligations and liabilities (whether direct or indirect, absolute or contingent) of the Loan Parties to the Bank including without limitation for the repayment of all loans and advances made hereunder and for other loans and advances that may be made from time to time in the future whether hereunder or otherwise. For greater certainty, all Financial Instruments, including without limitation swaps and forwards, entered into at any time with the Bank (or any of its subsidiaries or affiliates from time to time) are deemed to be debts, obligations and liabilities of the Borrower and are secured by the Security on a pari passu basis and shall rank pari passu with all other indebtedness under the Credit Facilities. Where applicable, the Security will be in the Bank's standard form.

Held:

1. Accepted Offering Letter dated November 8, 2011.
2. Accepted Amending Offering Letter dated February 27, 2012.

3. \$5,000,000 Debenture with a floating charge over all assets of the Borrower with a negative pledge and undertaking to provide fixed charges on the Borrower's producing petroleum and natural gas properties at the request of the Bank, and pledge of such Debenture.
4. \$10,000,000 Supplemental Debenture with a floating charge over all assets of the Borrower with a negative pledge and undertaking to provide fixed charges on the Borrower's producing petroleum and natural gas reserves at the request of the Bank, and pledge of such Supplemental Debenture.
5. \$20,000,000 Supplemental Debenture with a floating charge over all assets of the Borrower with a negative pledge and undertaking to provide fixed charges on the Borrower's producing petroleum and natural gas reserves at the request of the Bank, and pledge of such Supplemental Debenture.
6. Unlimited Guarantee of the Borrower from 101033165 Saskatchewan Ltd., Viewfield Oil & Gas Ltd., and Coast Services Inc. supported by \$20,000,000 Supplemental Debenture with a floating charge over all assets of the 101033165 Saskatchewan Ltd., Viewfield Oil & Gas Ltd., and Coast Services Inc. with a negative pledge and undertaking to provide fixed charges on the Guarantors' producing petroleum and natural gas reserves at the request of the Bank, and pledge of such Supplemental Debenture.
7. Evidence of insurance coverage in accordance with industry standards designating the Bank as first loss payee in respect of the proceeds of the insurance.
8. Appropriate title representation (Officer's Certificate as to Title) including a schedule of major producing petroleum and natural gas reserves described by lease (type, date, term, parties), legal description (wells and spacing units), interest (Working Interest or other APO/BPO interests), overrides (APO/BPO), gross overrides, and other liens, encumbrances, and overrides); (or, at the request of the Bank, title opinion satisfactory to the Bank and its counsel).
9. Assignment of revenues and monies under material contracts, as applicable.
10. Subordination/Postponement Agreement from Mr. David Wilson.
11. Subordination/Postponement Agreement from Ms. Karen Wilson.
12. Subordination/Postponement Agreement from Fedirko Holdings Inc.
13. Legal Opinion of the Bank's counsel.

The Security has been registered in the Provinces of Alberta and Saskatchewan, in a first priority position, subject only to Permitted Encumbrances.

To Be Obtained:

1. Accepted Offering Letter dated October 22, 2012.
2. Such other security, documents, and agreements that the Bank or its legal counsel may reasonably request.

**REPRESENTATIONS
AND WARRANTIES:**

Each Loan Party represents and warrants to the Bank (all of which representations and warranties each Loan Party hereby acknowledges are being relied upon by the Bank in entering into this Offering Letter) that:

1. Each Loan Party has been duly incorporated or formed, as applicable, and is in good standing under the legislation governing it, and it has the powers, permits, and licenses required to operate its business or enterprise and to own, manage, and administer its property.
2. This Offering Letter constitutes, and the Security and related agreements shall constitute, legal, valid, and binding obligations of each Loan Party party thereto, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally and to the availability of equitable remedies.
3. Each Loan Party has the right to pledge, charge, mortgage, or lien its assets in accordance with the Security contemplated by this Offering Letter.
4. Each Loan Party is presently in good standing under, and shall duly perform and observe, all material terms of all documents, agreements, and instruments affecting or relating to the petroleum assets of such Loan Party.
5. There has been no adverse material change in the financial position of any Loan Party since the date of its most recent consolidated financial statements dated June 30, 2012, which were furnished to the Bank. Such consolidated financial statements fairly present the financial position of each Loan Party at the date that they were drawn up. No Loan Party foresees incurring any major liability which it has not already disclosed to the Bank.
6. No Loan Party is involved in any dispute or legal or regulatory proceedings likely to materially affect its financial position or its capacity to operate its business.
7. No Loan Party is in default under the contracts to which it is a party or under the applicable legislation and regulations governing the operation of its business or its property, including, without limitation, all Environmental Requirements subsequently stated in Environmental Obligations.
8. The Borrower has no subsidiaries except for the other Loan Parties.
9. The chief executive office (for the purposes of the PPSA) of each Loan Party is located in Saskatchewan.
10. Each Loan Party has all the requisite power, authority and capacity to execute and deliver this Offering Letter and the Security (to which it is a party) and to perform its obligations hereunder and thereunder.
11. The execution and delivery of this Offering Letter and the Security (to which it is a party) and the performance of the terms of this Offering Letter and such Security do not violate the provisions of any Loan Party's constituting documents or its by-laws or any law, order, rule or regulation applicable to it and have been validly authorized by it.
12. The execution, delivery and performance of the terms of this Offering Letter and the Security (to which it is a party) will not constitute a breach of any agreement to which any Loan Party or its property, assets or undertaking are bound or affected.

13. No Loan Party has incurred any indebtedness or obligations for borrowed money (other than as contemplated hereby or payables incurred in the ordinary course of business or as previously disclosed in writing to the Bank) and has not granted any security ranking equal with or in priority to the Security (other than Permitted Encumbrances).

Unless expressly stated to be made as of a specific date, the representations and warranties made in this Offering Letter shall survive the execution of this Offering Letter and all Security, and shall be deemed to be repeated as of the date of each Advance and as of the date of delivery of each Compliance Certificate, subject to modifications made by the Borrower to the Bank in writing and accepted by the Bank. The Bank shall be deemed to have relied upon such representations and warranties at each such time as a condition of making an Advance hereunder or continuing to extend the Credit Facilities hereunder.

**CONDITIONS
PRECEDENT:**

Prior to any additional advances under the Credit Facilities, the Borrower shall have provided, executed or satisfied the following, to the Bank's satisfaction (collectively with all other conditions precedent set out in this Offering Letter, the "Conditions Precedent"):

1. A Revolving Demand Credit Agreement in the face amount of \$7,500,000 duly executed and delivered to the Bank by the Borrower.
2. All Security shall be duly completed, authorized, executed, delivered by each Loan Party which is a party thereto, and registered, all to the satisfaction of the Bank and its counsel.
3. All fees due and payable to the Bank shall have been paid.
4. No Default or Event of Default shall exist.
5. No Material Adverse Effect has occurred with respect to any Loan Party or the Security.
6. Any other document that may be reasonably requested by the Bank.

The above conditions are inserted for the sole benefit of the Bank, and may be waived by the Bank in whole or in part (with or without terms or conditions) in respect of any particular Advance, provided that any waiver shall not be binding unless given in writing and shall not derogate from the right of the Bank to insist on the satisfaction of any condition not expressly waived in writing or to insist on the satisfaction of any condition waived in writing which may be requested in the future.

**REPORTING
REQUIREMENTS:**

The Borrower shall submit to the Bank:

1. Monthly production and revenue reports in form and substance satisfactory to the Bank within 60 calendar days of each month end;
2. Quarterly unaudited consolidated financial statements including balance sheet, income statement, and cash flow statement and Compliance Certificate within 60 calendar days of each fiscal quarter end for the first three fiscal quarters of each fiscal year;
3. Annual audited (at the Bank's discretion, reviewed) consolidated financial statements and Compliance Certificate within 120 calendar days of each fiscal year end;

4. Annual audited (at the Bank's discretion, reviewed) unconsolidated financial statements for each Loan Party within 120 calendar days of each fiscal year end;
5. Annual independent engineering report in form and substance satisfactory to the Bank on the petroleum and natural gas reserves of the Borrower within 120 calendar days of each fiscal year end, prepared by a firm acceptable to the Bank;
6. Annual consolidated budget for the following fiscal year, including production, cash flow and capital expenditures forecasts, within 120 days of each fiscal year end; and
7. Any other information the Bank may reasonably require from time to time.

**AFFIRMATIVE
COVENANTS:**

Each Loan Party shall (each of the below being an "Affirmative Covenant"):

1. Carry on business and operate its petroleum and natural gas reserves in accordance with good practices consistent with accepted industry standards and pursuant to applicable agreements, regulations, and laws.
2. Maintain its corporate existence and comply with all applicable laws.
3. Pay, when due, all taxes, assessments, deductions at source, crown royalties, income tax or levies for which the payment is guaranteed by legal privilege, prior claim, or legal hypothec, without subrogation or consolidations.
4. Comply with all regulatory bodies and provisions regarding environmental procedures and controls.
5. Upon reasonable notice, allow the Bank access to its books and records, and take excerpts therefrom or make copies thereof, and to visit and inspect its assets and place(s) of business.
6. Maintain adequate and appropriate insurance on its assets including protection against public liability, blow-outs, and "all-risk" perils.
7. Inform the Bank of any event or action which would have a Material Adverse Effect on its operational or financial affairs, including but not limited to the sale of assets, guarantees, funded debt from other lenders, or alteration of type of business.
8. Keep and maintain books of account and other accounting records in accordance with GAAP.
9. Maintain an Adjusted Working Capital Ratio of not less than 1.00:1.00 at all times.
10. Pay all amounts due and payable hereunder and pursuant to the Security in accordance with the respective terms hereof and thereof.
11. As soon as practicable following receipt by such Loan Party of a request by the Bank to provide fixed charge security over the producing petroleum and natural gas properties of such Loan Party (and in any event not more than 5 Business Days following such request), furnish or cause to be furnished to the Bank, at the sole cost and expense of such Loan Party, fixed charge security over such producing and natural gas properties of such Loan Party as are specified by the Bank, in the form of a supplemental instrument to the Security.

12. Observe the terms of and perform its obligations under this Offering Letter and the Security, and under any other agreements now or hereafter made with the Bank.
13. Utilize the Advances only for the applicable purposes stipulated herein.
14. Notify the Bank, without delay, of (a) any litigation or proceeding in which it is a party if an adverse decision therein would require it to pay more than \$400,000 or deliver assets the value of which exceeds such sum (whether or not the claim is considered to be covered by insurance), and (b) the institution of any other suit or proceeding involving it that might materially and adversely affect its property, assets or undertaking, or its operations, financial conditions or business.
15. Notify the Bank, without delay, of any Default or Event of Default.
16. Obtain and maintain the licenses and permits required to operate its business unless failure to obtain such licenses and permits could not reasonably be expected to result in a Material Adverse Effect.
17. Provide the Bank with any information or document that it may reasonably require from time to time.

**NEGATIVE
COVENANTS:**

No Loan Party shall, without the prior approval of the Bank (each of the below being a "Negative Covenant"):

1. Allow a Change of Control.
2. Merge, amalgamate, consolidate, or wind up its assets, unless (i) such merger, amalgamation, consolidation or winding up is with another Loan Party and (ii) it has notified the Bank, without delay, of such merger, amalgamation, consolidation or winding up.
3. Reduce or distribute capital or pay dividends or redeem or repurchase common or preferred shares, unless such distribution, dividends, redemptions, and repurchases do not impair the capacity of such Loan Party to fulfil its obligations with respect to the Credit Facilities, including the repayment of all Credit Facilities; notwithstanding the foregoing, no Loan Party shall reduce or distribute capital or pay dividends or redeem or repurchase common or preferred shares when a Default or an Event of Default has occurred and is continuing or shall reasonably expected to occur as a result of reducing or distributing capital or paying dividends or redeeming or repurchasing common or preferred shares, as the case may be.
4. Incur further secured indebtedness, pledge or encumber assets, or guarantee the obligations of others.
5. Make loans or investments, except to or in another Loan Party.
6. Sell or dispose of any assets subject to the Bank's Security in the aggregate of greater than \$400,000 each calendar year. This shall include sale/leaseback transactions on facilities.
7. Hedge or contract crude oil, natural gas liquids, or natural gas, on a fixed price basis, exceeding 50% of actual production volumes.
8. Monetize or effect an early termination of any fixed price financial hedge or contract.

9. Make any material change in the nature of its business as carried on at the date hereof.
10. Utilize Advances to finance a hostile takeover.
11. Move its property, assets or undertaking outside the jurisdictions in which the Security is registered.
12. Move its chief executive office from Saskatchewan.
13. Create, acquire or suffer to exist any subsidiary unless such subsidiary provides a guarantee and such other Security required by the Bank, in its sole discretion.
14. Experience a change in its executive management which, in the opinion of the Bank, acting in its sole discretion, has or may have a Material Adverse Effect.

**ENVIRONMENTAL
OBLIGATIONS:**

1. Each Loan Party shall comply with the requirements of all legislative and regulatory environmental provisions (the "Environmental Requirements") and shall at all times maintain the authorizations, permits, and certificates required under these provisions.
2. Each Loan Party shall immediately notify the Bank in the event a contaminant spill or emission occurs or is discovered with respect to its property, operations, or those of any neighbouring property. In addition, it shall report to the Bank forthwith any notice, order, decree, or fine that it may receive or be ordered to pay with respect to the Environmental Requirements relating to its business or property.
3. At the request of and in accordance with the conditions set forth by the Bank, each Loan Party shall, at its own cost, provide any information or document which the Bank may require with respect to its environmental situation, including any study or report prepared by a firm acceptable to the Bank. In the event that such studies or reports reveal that any Environmental Requirements are not being respected, the applicable Loan Party shall effect the necessary work to ensure that its business and property comply with the Environmental Requirements within a period acceptable to the Bank.
4. Each Loan Party undertakes to indemnify the Bank for any damage which the Bank may suffer or any liability which it may incur as a result of any non-compliance with the Environmental Requirements.
5. The provisions, undertakings, and indemnification set out in this section shall survive the satisfaction and release of the Security and payment and satisfaction of the indebtedness and liability of the Borrower to the Bank pursuant to the terms hereof.

EVENTS OF DEFAULT:

Notwithstanding that the Credit Facilities are on a demand basis, and without prejudice to the Bank's rights thereby, the following shall be considered events of default ("Events of Default"), upon the occurrence of which, or of a Default, the Bank may choose, in its sole discretion, to cancel all credit availability and to demand repayment of the Credit Facilities in full, together with outstanding accrued interest, fees and any other obligations of the Borrower to the Bank, and, without prejudice to the Bank's other rights and remedies, the Bank's Security shall become enforceable:

1. Immediately upon failure by any Loan Party to pay any instalment of principal, interest, fees, costs, incidental charges or any other amount payable hereunder or under any of the Security when due.

2. Any material representation or warranty contained in this Offering Letter, the Security, any certificate or any opinion delivered hereunder proves to be untrue.
3. Failure by any Loan Party to observe or comply with any Affirmative Covenant, Negative Covenant, Environmental Obligation, condition, or term as outlined herein, or in any Security document or underlying agreements delivered pursuant hereto (not otherwise specifically dealt with in this Events of Default Section).
4. In the opinion of the Bank, acting reasonably, a Material Adverse Effect in the financial condition of any Loan Party or to the operation of any Loan Party's assets has occurred.
5. If a petition is filed, an order is made or a resolution passed, or any other proceeding is taken for the winding up, dissolution, or liquidation of any Loan Party.
6. If proceedings are taken to enforce any encumbrance on the assets of any Loan Party having a value in the aggregate greater than \$400,000, excepting as long as such proceedings are being contested in good faith by such Loan Party and security satisfactory to the Bank has been provided to the Bank.
7. If any Loan Party ceases or threatens to cease to carry on its business, or if proceedings are commenced for the suspension of the business of any Loan Party, or if any proceedings are commenced under the Companies Creditors Arrangements Act (Canada) or under the Bankruptcy and Insolvency Act (Canada) (including filing a proposal or notice of intention) with respect to any Loan Party, or if any Loan Party commits or threatens to commit an act of bankruptcy, or if any Loan Party becomes insolvent or bankrupt or makes an authorized assignment pursuant to the Bankruptcy and Insolvency Act (Canada), or a bankruptcy petition is filed by or presented against any Loan Party.
8. If proceedings are commenced to appoint a receiver, receiver/manager, or trustee in respect of the assets of any Loan Party by a court or pursuant to any other agreement.
9. If any Loan Party is in default under the terms of any other contracts, agreements or writings with any other creditor having liens on the property of such Loan Party and such default could reasonably be expected to result in a Material Adverse Effect.
10. If the validity, enforceability or, where applicable, priority of this Offering Letter or any of the Security is prejudiced or endangered.
11. If an event of default under any of the Security occurs and is continuing, or any other event which constitutes or which with the giving of notice or lapse of time or otherwise would constitute an event of default under any of the Security occurs.
12. If any event of default under any material agreement to which a Loan Party is a party occurs and is continuing, or any other event which constitutes or which with the giving of notice or lapse of time or otherwise would constitute an event of default under any material agreement to which a Loan Party is a party occurs.
13. If the Bank in good faith believes and has commercially reasonable grounds to believe that the prospect of repayment of any Advance is or is about to be impaired or that the collateral secured by the Security is or is about to be placed in jeopardy.
14. If any Material Adverse Effect occurs.

**INTEREST ON
OVERDUE AMOUNTS:**

Notwithstanding any other provision of this Offering Letter, in the event that any amount due hereunder (including, without limitation, any interest payment) is not paid when due (whether by acceleration or otherwise), the Borrower shall and hereby agrees to pay to the Bank interest on such unpaid amount (including, without limitation, interest on interest), if and to the fullest extent permitted by applicable law, from the date that such amount is due until the date that such amount is paid in full (but excluding the date of such payment if the payment is made before 10:00 a.m. at the place of payment on the date of such payment), and such interest shall accrue daily, be calculated and compounded on the last Business Day of each calendar month and be payable in the currency of the relevant Advance on demand, as well after as before maturity, default and judgment, at a rate per annum that is equal to: (i) the rate of interest then being charged on Prime Rate Loans under the applicable Credit Facility plus 2.00% per annum, for overdue amounts in Canadian Dollars under such Credit Facility; and (ii) the rate of interest then being charged on Base Rate Loans under the applicable Credit Facility plus 2.00% per annum, for overdue amounts in U.S. Dollars under such Credit Facility. The Borrower hereby waives, to the fullest extent it may do so under applicable law, any provisions of applicable law, including specifically the Interest Act (Canada) or the Judgment Interest Act (Alberta), which may be inconsistent with this Offering Letter.

COSTS:

All reasonable third party expenses incurred by the Bank in connection with the Credit Facilities or this Offering Letter are for the account of the Borrower including, but not limited to, legal fees (on a solicitor and own client basis) and future engineering fees.

CHANGE OF LAWS:

Notwithstanding anything contained in this letter to the contrary, in the event that:

1. changes to any existing law or regulation or the introduction of any new law or regulation, or taxes other than income taxes, including, without limitation, a sales tax on loan transactions, or in the interpretation or administration thereof; or
2. compliance by the Bank with any request from or requirement of any central bank or other fiscal or monetary authority having jurisdiction over Canadian banks general (whether or not such request has the force of law);

cause the Bank to:

- a. incur any cost as a result of having entered into and/or performed its obligations hereunder and/or as a result of obligations or options remaining outstanding hereunder including, without limitation, any reserve or special deposit requirement or any payment on or calculated by reference to the amount of the Credit Facilities hereunder; or
- b. suffer a reduction in the rate of return on that part of its overall capital (not due to the rates of tax payable on their overall profits or net income) as a result of a requirement to attribute or allocate capital to the Credit Facilities or a Credit Facility provided hereunder in respect of that part of such Credit Facilities or Credit Facility which is for the time being undrawn as a result of a change in the manner in which the Bank is required to allocate resources to its obligations hereunder,

then the Bank reserves the right to increase the charges for the Credit Facilities or such Credit Facility provided hereunder by the amount of such additional cost of liability as determined by the Bank and the Borrower agrees that it will forthwith on demand pay to the Bank amounts sufficient to reimburse the Bank against such costs or liabilities.

CURRENT ACCOUNTS:

Each Loan Party shall maintain its current accounts at the Calgary Branch of the Bank through which it shall conduct all of its banking activities. Regular Bank service charges shall apply in the day-to-day operations of each Loan Party's accounts.

FOREIGN EXCHANGE FLUCTUATIONS:

If the amount of outstanding Advances under any Credit Facility is on any day, due to exchange rate fluctuations, in excess of the maximum amount with respect to such Credit Facility, the Borrower shall within five (5) Business Days after receiving notice thereof repay such excess or otherwise reduce a portion of such Advances under the particular Credit Facility to the extent of the amount of the excess.

GENERAL:

Time is of the essence.

The terms and conditions of this Offering Letter between the Bank and each Loan Party are confidential and shall be treated accordingly.

Each Loan Party shall do all things and execute all documents deemed necessary or appropriate by the Bank for the purposes of giving full force and effect to the terms, conditions, undertakings, and security granted or to be granted hereunder.

When a conflict or inconsistency exists between the Security and this Offering Letter, this Offering Letter shall govern to the extent necessary to remove such conflict or inconsistency. Notwithstanding the foregoing, if there is any right or remedy of the Bank set out in any of the Security or any part of which is not set out or provided for in this Offering Letter, such additional right shall not constitute a conflict or inconsistency.

ACCOUNT DEBITS:

Each Loan Party hereby irrevocably authorizes the Bank to debit periodically or from time to time, any bank account it may maintain at the Bank in order to pay all or part of the amounts any Loan Party may owe to the Bank hereunder.

PERSONAL PROPERTY SECURITY ACT (ALBERTA) REQUIREMENTS:

Each Loan Party hereby waives the requirement for the Bank to provide copies of Personal Property Security Act (Alberta) (collectively with the equivalent legislation in other jurisdictions, the "PPSA") registrations, verification statements, or financing statements undertaken by the Bank.

Each Loan Party hereby agrees to provide to the Bank written notice of a change in its name or address immediately.

ASSIGNMENT:

No rights or obligations of any Loan Party hereunder and no amount of the Credit Facilities may be transferred or assigned by any Loan Party, any such transfer or assignment being null and void insofar as the Bank is concerned and rendering any balance then outstanding of the loan immediately due and payable at the option of the Bank and releasing the Bank from any and all obligations of making any further advances hereunder.

DEMAND:

Notwithstanding any of the terms of this Offering Letter, all obligations of any Loan Party hereunder are repayable to the Bank at any time upon its demand.

ADJUSTMENTS:

Notwithstanding any maximum amount, Availability, Reduction Amount, Pricing Grid, interest rate, margin calculation, Applicable Margin, Standby Fee, Stamping Fee, L/C/G Fee or other fee quoted herein, the Bank shall have the right to adjust such maximum amount, Availability, Reduction Amount, Pricing Grid, interest rate, margin calculation, Applicable Margin, Standby Fee, Stamping Fee, L/C/G Fee or other fee, at the Bank's sole discretion.

NO OBLIGATION:

Upon the Bank's demand for repayment or upon the occurrence of a Default or an Event of Default, the Bank shall have no obligation or liability to make further advances under the Credit Facilities.

**JOINT AND SEVERAL
LIABILITY/
SOLIDARITY:**

If more than one person or entity is designated as the Borrower or the Guarantor, each such person or entity shall be jointly and severally and solitarily liable for the obligations set out herein and in the Security.

**ACCESS TO
INFORMATION:**

Each Loan Party hereby authorizes the Bank to use the necessary information pertaining to it which the Bank has or may have for the purpose of granting credit and insurance products (where permitted by law) and further authorize(s) the Bank to disclose such information to its affiliates and subsidiaries for this same purpose. Moreover, it hereby authorizes the Bank to obtain personal information pertaining to it from any party likely to have such information (credit or information bureau, financial institution, creditor, employer, tax authority, public entity, Persons with whom they might have business relations, and affiliates or Bank subsidiaries) in order to verify the accuracy of all information provided to the Bank and to ensure the solvency of each Loan Party at all times.

**ANTI-MONEY
LAUNDERING
LEGISLATION:**

Each Loan Party acknowledges that, pursuant to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and other applicable anti money laundering, anti terrorist financing, government sanction and "know your client" laws, whether within Canada or elsewhere (collectively, including any guidelines or orders thereunder, "AML Legislation"), the Bank may be required to obtain, verify and record information regarding any Loan Party, its directors, authorized signing officers, direct or indirect shareholders or other Persons in control of such Loan Party, and the transactions contemplated hereby. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by the Bank, or any prospective assign or participant of the Bank, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

NOTICE:

Notices to be given under this Offering Letter, the Security or any other document in respect thereto any of Loan Party or the Bank shall, except as otherwise specifically provided, be in writing addressed to the party for whom it is intended. Notices shall be given by personal delivery or transmitted by facsimile and shall be deemed to be received on the Business Day of receipt (unless such delivery or transmission is received after 1:00 p.m. Mountain Time, in which case it shall be deemed to have been received on the following Business Day) unless the law deems a particular notice to be received earlier. The address for each Loan Party shall be the addresses currently recorded on the records of the Bank for such Loan Party, or such other mailing or facsimile addresses as such Loan Party may from time to time may notify the Bank as aforesaid. The address for the Bank shall be the Calgary Branch of the Bank or such other mailing or facsimile addresses as the Bank may from time to time may notify the Borrower as aforesaid.

**AUTHORIZATION
REGARDING
INSTRUCTIONS SENT
ELECTRONICALLY:**

Each Loan Party authorizes the Bank to do all things as authorized by such Loan Party even if such authorization is sent by fax or by e-mail and the Bank may deem such authorization valid and sufficient and the aforementioned presumption of accuracy shall apply to the authorization, whether it is required for transmitting information, a debit,

issuing drafts or certified cheques or for any other purpose. Moreover, the Bank will not be held liable for any fees or delays which may be caused when an instruction is sent whether due to a technical problem attributable to the systems in use at the Bank or otherwise.

PAYMENTS:

Unless otherwise indicated herein, the obligation of each Loan Party to make all payments under this Offering Letter and the Security shall be absolute and unconditional and shall not be limited or affected by any circumstance, including, without limitation:

1. Any set-off, compensation, counterclaim, recoupment, defence or other right which such Loan Party may have against the Bank or anyone else for any reason whatsoever; or
2. Any insolvency, bankruptcy, reorganization or similar proceedings by or against such Loan Party.

All payments to be made under this Offering Letter shall be made in Canadian Dollars.

All payments made under this Offering Letter shall be made on or prior to 1:00 p.m. Mountain Time on the day such payment is due. Any payment received after 1:00 p.m. Mountain Time shall be deemed to have been received on the following day. Whenever a payment is due on a day which is not a Business Day, such due day shall be extended to the next Business Day and such extension of time shall be included in the computation of any interest payable.

SET-OFF:

The Bank shall have the right to set-off and apply any funds of any Loan Party deposited with or held by the Bank from time to time, and any other indebtedness owing to any Loan Party by the Bank, against any of the amounts outstanding under this Offering Letter from time to time.

JUDGMENT CURRENCY:

If for the purpose of obtaining judgment in any court in any jurisdiction with respect to this Offering Letter it is necessary to convert into the currency of such jurisdiction (the "Judgment Currency") any amount due hereunder in any currency other than the Judgment Currency, then such conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose, rate of exchange means the rate at which the Bank would, on the relevant day, be prepared to sell a similar amount of such currency against the Judgment Currency.

RIGHTS AND REMEDIES

CUMULATIVE:

The rights, remedies and powers of the Bank under this Offering Letter, the Security, at law and in equity are cumulative and not alternative and are not in substitution for any other remedies, rights or powers of the Bank, and no delay or omission in exercise of any such right, remedy or power shall exhaust such rights, remedies and powers to be construed as a waiver of any of them.

WAIVERS AND AMENDMENTS:

No term, provision or condition of this Offering Letter or any of the Security, may be waived, varied or amended unless in writing and signed by a duly authorized officer of the Bank.

INTEREST ACT (CANADA):

Any interest rate set forth in this Offering Letter based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such interest rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based. The Borrower hereby waives, to the fullest extent it may do so under law, any

provisions of law, including specifically the Interest Act (Canada) or the Judgment Interest Act (Alberta), which may be inconsistent with this Offering Letter.

GAAP / IFRS:

All financial statements required to be furnished by the Borrower to the Bank hereunder shall be prepared in accordance with GAAP. Each accounting term used in this Offering Letter, unless otherwise defined herein, has the meaning assigned to it under GAAP and, except as otherwise provided herein, reference to any balance sheet item, statement of income item or statement of cash flows item means such item as computed from the applicable financial statement prepared in accordance with GAAP. If there occurs a change in GAAP (an "Accounting Change"), including as a result of a conversion to International Financial Reporting Standards ("IFRS"), and such change would result in a change (other than an immaterial change) in the calculation of any financial covenant, standard or term used hereunder, then at the request of the Borrower or the Bank, the Borrower and the Bank shall enter into negotiations to amend such provisions so as to reflect such Accounting Change with the result that the criteria for evaluating the financial condition of the Borrower or any other party, as applicable, shall be the same after such Accounting Change, as if such Accounting Change had not occurred. If, however, within 30 days of the foregoing request by the Borrower or the Bank, the Borrower and the Bank have not reached agreement on such amendment, the method of calculation shall not be revised and all amounts to be determined thereunder shall be determined without giving effect to the Accounting Change.

GOVERNING LAW:

This Offering Letter shall be construed and governed in accordance with the laws of the Province of Alberta. Each Loan Party irrevocably and unconditionally attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta and all courts competent to hear appeals therefrom.

REVIEW:

Without detracting from the demand nature of the Credit Facilities, the Credit Facilities are subject to periodic review by the Bank in its sole discretion (each such review is referred to in this Offering Letter as a "Review"). The next Review is scheduled on or before April 1, 2013, but may be set at an earlier or later date at the sole discretion of the Bank.

EXPIRY DATE:

This Offering Letter is open for acceptance until October 31, 2012 (as may be extended from time to time as follows, the "Expiry Date") at which time it shall expire unless extended by mutual consent in writing. We reserve the right to cancel our offer at any time prior to acceptance.

If the foregoing terms and conditions are acceptable, please sign two copies of this Offering Letter and return one copy to the Bank by the Expiry Date. This Offering Letter may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile or other electronic copy of an executed counterpart of this Offering Letter shall be deemed to be valid execution and delivery of this Offering Letter, but the party delivering a facsimile or other electronic copy shall deliver an original copy of this Offering Letter as soon as possible after delivering the facsimile or other electronic copy.

National Bank of Canada appreciates the opportunity of providing this Offering Letter to Coast Resources Ltd. We look forward to our continuing and mutually beneficial relationship.

Yours truly,

NATIONAL BANK OF CANADA



Erin R. Welte
Director
Energy Group



David R. Forsyth
Managing Director
Energy Group

By
Enclosure
F:\Data\CLIENTS\2012 - Welte\Coast Resources Ltd\Cred\2012\Commitment 1012.DOC

AGREED AND ACCEPTED this 22nd day of October, 2012.

COAST RESOURCES LTD.

Per: 

Per: _____

101033165 SASKATCHEWAN LTD., as Guarantor

Per: 

Per: _____

VIEWFIELD OIL & GAS LTD., as Guarantor

Per: 

Per: _____

COAST SERVICES INC., as Guarantor

Per: 

Per: _____

APPENDIX A

CREDIT:

Energy Group
National Bank of Canada
311 - 6 Avenue SW, Suite 1800
Calgary, AB T2P 3H2

Director:
Telephons:
Facsimile:
E-mail:

Mr. Erin Welte
(403) 294-4951
(403) 294-3078
erin.welte@nbc.ca

Associate:
Telephons:
Facsimile:
E-mail:

Mr. Nathan McAdam
(403) 294-4982
(403) 294-3078
nathan.mcadam@nbc.ca

ADMINISTRATION:

BA Administration; Current
Account Documents; L/C/Gs;
MasterCard; Loan/Account
Balances; CAD/USD Money
Orders/Bank Drafts; Bank
Confirmations; Investments;
General Inquiries

Account Representative:
Telephons:
Facsimile:
E-mail:

Ms. Tara Yates
(403) 294-4987
(403) 294-3078
tara.yates@nbc.ca

Senior Secretary:
Telephons:
Facsimile:
E-mail:

Ms. Lisa Gough
(403) 294-4956
(403) 294-3078
lisa.gough@nbc.ca

BRANCH:

Calgary Downtown Branch
National Bank of Canada
301 - 6 Avenue SW
Calgary, AB T2P 4M9

Telephone:
Facsimile:

(403) 294-4900
(403) 294-4965

Calgary MacLeod Trail Branch
National Bank of Canada
430 - 7337 MacLeod Trail South
Calgary, AB T2H 0L8

Telephone:
Facsimile:

(403) 592-8515
(403) 265-0831

INTERNET/ TELEPHONE BANKING

Order Cheques, Loan/Account
Balances; Traces; Stop
Payments, List of Current
Account Transactions; Pay Bills;
Transfer Between Accounts

Website:
Telephons:

www.nbc.ca
(888) 483-5628

OTHER:

Internet Banking

Manager,
Global Cash Management:
Telephons:
Facsimile:
E-mail:

Ms. Kathy Holland
(403) 294-4948
(403) 476-1000
kathy.holland@nbc.ca

Foreign Exchange & Interest
Rates
National Bank of Canada
311 - 6 Avenue SW, 6th Floor
Calgary, AB T2P 3H2

Director, Risk
Management Solutions:
Telephons:
Facsimile:
E-mail:

Mr. George Androulidakis
(403) 440-1126
(403) 294-4923
george.androulidakis@tres.bnc.ca

Commodity Derivatives
311 - 6 Avenue SW, 6th Floor
Calgary, AB T2P 3H2

Telephons:
Facsimile:
E-mail:

(403) 294-4935
(403) 294-4923
energy@nbcenergy.com

APPENDIX B

COMPLIANCE CERTIFICATE

To: National Bank of Canada
311 - 6 Avenue SW, Suite 1800
Calgary, AB

I _____, of the City of _____, in the Province of _____, hereby certify as at the date of this Certificate as follows:

1. I am the _____ of _____ (the "Borrower") and I am authorized to provide this Certificate to you for and on behalf of the Borrower;
2. This Certificate applies to the fiscal quarter ended _____, _____;
3. I am familiar with and have examined the provisions of the Offering Letter dated _____, _____ between the Borrower and National Bank of Canada and I have made such investigations of corporate records and inquiries of other officers and senior personnel of each Loan Party as I have deemed reasonably necessary for purposes of the Certificate;
4. As of the date hereof, the Borrower confirms that all of its subsidiaries (if any) are Loan Parties.
5. The representations and warranties set forth in the Offering Letter are in all material respects true and correct on the date hereof;
6. No Default or Event of Default has occurred and is continuing of which we are aware;
7. As required, I have calculated the Adjusted Working Capital Ratio for the fiscal quarter ended as follows:

_____ : 1.00; and
8. All relevant calculations and financial statements are attached.

Except where the context otherwise requires, all capitalized terms used herein have the same meanings as given thereto in the Offering Letter.

This Certificate is given by the undersigned officer in their capacity as an officer of the Borrower without any personal liability on the part of such officer.

Executed at the City of _____, in the Province of _____ this _____ day of _____, 20__.

Yours truly,

COAST RESOURCES LTD.

Per: _____
Name:
Title:

COAST RESOURCES LTD.
COMPLIANCE CERTIFICATE

Calculation of Adjusted Working Capital Ratio

Current Assets

Current assets	\$
Less: Unrealized Hedging Gains	()
Add: Undrawn Availability under Credit Facility A	<u> </u> (A)

Current Liabilities

Current liabilities	\$
Less: Unrealized Hedging Losses	()
Less: Current Portion of Bank Debt	<u> </u> (B)

Adjusted Working Capital Ratio calculated as follows:

$$\frac{A}{B} =$$

APPENDIX C

DEFINITIONS

In the Offering Letter, including all Appendices to the Offering Letter, and in all notices given pursuant to the Offering Letter, unless something in the subject matter or context is inconsistent therewith, capitalized words and phrases shall have the meanings given to them in the Offering Letter in their proper context, and capitalized words and phrases not otherwise defined in the Offering Letter shall have the following meanings:

"Adjusted Working Capital Ratio" means the ratio of (i) Current Assets plus undrawn Availability under Credit Facility A to (ii) Current Liabilities.

"Advance" means an advance of funds made by the Bank under a Credit Facility to the Borrower, or if the context so requires, an advance of funds under one or more of the Credit Facilities or under one or more of the availability options of one or more of the Credit Facilities, and any reference relating to the amount of Advances shall mean the sum of the principal amount of all outstanding Prime Rate Loans and Base Rate Loans, plus the Face Amount of all outstanding BAs and the stated amount of all L/C/Gs as applicable.

"Appendix" means an appendix to the Offering Letter.

"Applicable Margin" means, at any time, a margin, expressed as a rate per annum based on a 365 or 366 day period, as the case may be, for Prime Rate Loans, Base Rate Loans and payment of Standby Fees and L/C/G Fees, or based on a 365 day period in the case of Stamping Fees, and in any case payable to the Bank, as set out in the Pricing Grid for Facility A under the then Net Debt to Cash Flow Ratio applicable to the type of Advance.

"Availability" has the meaning ascribed to such term under the section heading "Availability", with respect to the applicable Credit Facility.

"bps" means one one-hundredth of one percent.

"Business Day" means a day on which banks are open for business in Calgary, Alberta, Montreal, Quebec and Toronto, Ontario; but does not, in any event, include a Saturday or Sunday.

"Calgary Branch of the Bank" means the branch of the Bank at 301 – 6 Avenue SW, Calgary, AB T2P 4M9, fax (403) 294-4965, or such other address as the Bank may notify the Borrower from time to time.

"Canadian Dollars", "Cdn Dollars", "Cdn\$", "CA\$" and "\$" mean the lawful money of Canada.

"Capital Lease" means, with respect to any Person, any lease or other arrangement relating to real or personal property which should, in accordance with GAAP, be accounted for as a capital lease on a balance sheet of such Person but excluding any lease that would in accordance with GAAP be determined to be an operating lease.

"Cash Flow" means, at any time, the annualized cash flow of the Borrower on a consolidated basis for the most recent fiscal quarter as determined from its quarterly financial statements for that fiscal quarter, which for certainty means an annualized aggregate amount expressed in Canadian Dollars of the sum, without duplication, of its:

- (a) net earnings (but excluding from the determination of net earnings, non-cash income, unrealized mark to market gains, Capital Lease payments, any abandonment costs paid in cash, cash taxes and any extraordinary or nonrecurring earnings, gains, and losses);
- (b) depletion, depreciation, accretion and amortization;
- (c) exploration and evaluation expenses to the extent deducted from Net Income;
- (d) future income taxes; and
- (e) other charges to operations not requiring a current cash payment,

it being acknowledged that such annualized cash flow shall be adjusted for such other amounts as reasonably requested by the Bank during such fiscal quarter.

"Change of Control" means the occurrence of any of the following events, with respect to any Loan Party:

- (a) any Person or Persons acting jointly or in concert (within the meaning of the Securities Act (Alberta)), shall beneficially, directly or indirectly, hold or exercise control or direction over and/or has the right to acquire or control or exercise direction over (whether such right is exercisable immediately or only after the passage of time) more than 20% of the issued and outstanding Voting Shares of such Loan Party; or
- (b) during any period of two consecutive years, individuals who at the beginning of such period constitute the board of directors of such Loan Party cease, for any reason, to constitute at least a majority of the board of directors of such Loan Party unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period (the "Incumbent Directors") and in particular, any new director who assumes office in connection with or as a result of any actual or threatened proxy or other election contest of the board of directors of the Borrower shall never be an Incumbent Director; or
- (c) such Loan Party ceases to own, control or direct 100% of the Voting Shares of a subsidiary.

"Compliance Certificate" means a certificate of an officer of the Borrower signed on its behalf by the president, chief executive officer, chief operating officer, chief financial officer or any vice president of the Borrower, substantially in the form annexed hereto as Appendix B, to be given to the Bank by the Borrower from time to time pursuant to the Offering Letter.

"Credit Facilities" means the credit facility(ies) (and the risk management facility) to be made available to the Borrower by the Bank in accordance with the provisions of the Offering Letter.

"Current Assets" means, as at any date of determination, the current assets of the Borrower on a consolidated basis for such date as determined in accordance with generally accepted accounting principles but excluding the impact of any Unrealized Hedging Gains.

"Current Liabilities" means, as at any date of determination, the current liabilities of the Borrower on a consolidated basis for such date as determined in accordance with generally accepted accounting principles but excluding: (i) Current Portion of Bank Debt; and (ii) the impact of any Unrealized Hedging Losses.

"Current Portion of Bank Debt" means any current liabilities under the Credit Facilities other than those that arise due to total advances under a Credit Facility exceeding the maximum amount of such Credit Facility, whether by reduction of maximum amount, fluctuations in exchange rates, or due to mandatory repayments, or due to the occurrence of a Default or an Event of Default, or due to the Bank's demand for repayment.

"Debt" means, as at any date of determination, all obligations, liabilities and indebtedness of the Borrower which would, in accordance with generally accepted accounting principles, be classified upon a consolidated balance sheet of the Borrower for such date as indebtedness for borrowed money and, without limiting the generality of the foregoing, whether or not so classified, shall include (without duplication):

- (a) obligations under BAs;
- (b) issued and drawn L/C/Gs;
- (c) obligations under guarantees, indemnities, or such other agreements providing financial assistance;
- (d) Capital Leases or sales/lease-backs;
- (e) obligations under deferred purchase price agreements;
- (f) deferred revenues relating to third party obligations;
- (g) the redemption amount of any capital where the holder of such capital has the option to require the redemption of such capital for cash or property and payment of the redemption amounts;
- (h) any distributions declared but not yet paid; and
- (i) all mark to market losses under any Financial Instruments that are due and owing.

"Default" means any event or condition which, with the giving of notice, lapse of time or both, or upon a declaration or determination being made (or any combination thereof), would constitute an Event of Default.

"Face Amount" means (i) in respect of a BA, the amount payable to the holder thereof on its maturity, and (ii) in respect of a L/C/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C/G.

"Federal Funds Effective Rate" means, on any day, the rate of interest per annum for that day set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Federal Reserve Board (the "H.15(519)") opposite the caption "Federal Funds (Effective)" and, if on any day such rate is not yet published in H.15(519), the rate for such day will be the rate set forth in the Composite 3:30 p.m. Quotations for US Government Securities, or any successor publication, for such day published by the Federal Reserve Board (the "Composite 3:30 p.m. Quotations") under the caption "Federal Funds Effective Rate"; provided that if such rate is not yet published in either H.15(519) or the Composite 3:30 p.m. Quotations, such rate will be the average of the interest rates per annum quoted for such day on overnight Federal funds (such words to have the meaning generally given to them by money market brokers of recognized standing doing business in the United States of America) transactions received by the Bank from three Federal funds brokers of recognized standing selected by the Bank;

"Financial Instrument" means any currency swap agreement, cross-currency agreement, interest swap agreement, agreement for the making or taking of delivery of any commodity, commodity swap agreement, forward agreement, floor, cap or collar agreement, futures or options, insurance or other similar risk management agreement or arrangement, or any combination thereof, to be entered into by the Borrower where (i) the subject matter of the same is interest rates or the price, value or amount payable thereunder is dependent or based upon the interest rates or fluctuations in interest rates in effect from time to time (but, for certainty, shall exclude conventional floating rate debt) (ii) the subject matter of the same is currency exchange rates or the price, value or amount payable thereunder is dependent or based upon currency exchange rates or fluctuations in currency exchange rates as in effect from time to time, or (iii) the subject matter of the same is any commodity or the price, value or amount payable thereunder is dependent or based upon the price of any commodity or fluctuations in the price of any commodity.

"Generally Accepted Accounting Principles" or "GAAP" means generally accepted accounting principles consistently applied which are in effect from time to time, as published in the Handbook of the Canadian Institute of Chartered Accountants and other primary sources recognized from time to time by the Canadian Institute of Chartered Accountants.

"ISDA Master Agreement" means an International Swap and Derivatives Association, Inc. Master Agreement (Multi Currency - Cross-Border) as from time to time amended, restated or replaced by the International Swap and Derivatives Association, Inc., including the schedule thereto and any confirmation thereunder as entered into by the Borrower with any counterparty thereto.

"Material Adverse Effect" means a material adverse effect on:

- (a) the business, financial condition, operations, assets or capitalization of the Borrower on a consolidated basis and taken as a whole;
- (b) the ability of any Loan Party to pay or perform the obligations under this Offering Letter or the ability of any Loan Party to pay or perform any of its obligations or contingent obligations under any Security or any underlying agreements or documents delivered pursuant to this Offering Letter or the Security;
- (c) the ability of any Loan Party to perform its obligations under any material contract, if it would also have a material adverse effect on the ability of such Loan Party to pay or perform its obligations under this Offering Letter, the Security, or any underlying agreements or documents delivered pursuant to this Offering Letter or the Security;
- (d) the validity or enforceability of this Offering Letter, the Security, or any underlying agreements or documents delivered pursuant to this Offering Letter or the Security; and

- (e) the priority ranking of any security interests granted by this Offering Letter, the Security, or any underlying agreements or documents delivered pursuant to this Offering Letter or the Security, or the rights or remedies intended or purported to be granted to the Bank under or pursuant to this Offering Letter, the Security, or any underlying agreements or documents delivered pursuant to this Offering Letter or the Security.

"Net Debt" means at any time, on a consolidated basis, the aggregate amount (without duplication) expressed in Canadian Dollars of (a) Working Capital Deficit plus (b) Debt.

"Net Debt to Cash Flow Ratio" means at any time, the ratio of (i) Net Debt to (ii) Cash Flow.

"Offering Letter" means the offering letter to which this appendix is appended, and any appendices thereto, as amended, supplemented, modified, restated or replaced from time to time.

"Permitted Contest" means action taken by a Loan Party in good faith by the appropriate proceedings diligently pursued to contest a tax, claim or security interest, provided that:

- (a) such Loan Party has established reasonable reserves therefor in accordance with GAAP;
- (b) proceeding with such contest does not have, and would not reasonably be expected to have, a Material Adverse Effect; and
- (c) proceeding with such contest will not create a material risk of sale, forfeiture or loss of, or interference with the use or operation of, a material part of the property, assets or undertaking of any Loan Party.

"Permitted Encumbrance" means at any particular time any of the following encumbrances on the property or any part of the property of any Loan Party:

- (a) liens for taxes, assessments or governmental charges not at the time due or delinquent or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest;
- (b) liens under or pursuant to any judgment rendered, or claim filed, against a Loan Party, which such Loan Party shall be contesting at the time by a Permitted Contest;
- (c) undetermined or inchoate liens and charges incidental to construction or current operations which have not at such time been filed pursuant to law against any Loan Party or which relate to obligations not due or delinquent, or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest;
- (d) easements, rights-of-way, servitudes or other similar rights in land (including, without in any way limiting the generality of the foregoing, rights-of-way and servitudes for railways, sewers, drains, gas and oil and other pipelines, gas and water mains, electric light and power and telecommunication, telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved or taken by other Persons which individually or in the aggregate do not materially detract from the value of the land concerned or materially impair its use in the operation of the business of any Loan Party;
- (e) security given by any Loan Party to a public utility or any municipality or governmental or other public authority when required by such utility or municipality or other authority in connection with the operations of such Loan Party, all in the ordinary course of its business which individually or in the aggregate do not materially detract from the value of the asset concerned or materially impair its use in the operation of the business of any Loan Party;
- (f) the reservation in any original grants from the Crown of any land or interests therein and statutory exceptions to title;
- (g) security interests in favour of the Bank securing the obligations of any Loan Party under the Offering Letter or the Security;

- (h) the Security;
- (i) liens incurred or created in the ordinary course of business and in accordance with sound industry practice in respect of the exploration, development or operation of petroleum or natural gas interests, related production or processing facilities in which such Person has an interest or the transmission of petroleum or natural gas as security in favour of any other Person conducting the exploration, development, operation or transmission of the property to which such liens relate, for any Loan Party's portion of the costs and expenses of such exploration, development, operation or transmission, provided that such costs or expenses are not due or delinquent or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest;
- (j) liens for penalties arising under non-participation or independent operations provisions of operating or similar agreements in respect of any Loan Party's petroleum or natural gas interests, provided that such liens do not materially detract from the value of any material part of the property of any Loan Party;
- (k) any right of first refusal in favour of any Person granted in the ordinary course of business with respect to all or any of the petroleum or natural gas interests of any Loan Party;
- (l) any encumbrance or agreement entered into in the ordinary course of business relating to pooling or a plan of unitization affecting the property of any Loan Party, or any part thereof;
- (m) the right reserved or vested in any municipality or governmental or other public authority by the terms of any petroleum or natural gas leases or similar agreements in which any Loan Party has any interest or by any statutory provision to terminate petroleum or natural gas leases or similar agreements in which any Loan Party has any interest, or to require annual or other periodic payments as a condition of the continuance thereof;
- (n) obligations of any Loan Party to deliver petroleum, natural gas, chemicals, minerals or other products to buyers thereof in the ordinary course of business; and
- (o) royalties, net profits and other interests and obligations arising in accordance with standard industry practice and in the ordinary course of business, under petroleum or natural gas leases or similar agreements in which any Loan Party has any interest;

"Person" or "person" means and includes an individual, a partnership, a corporation, a joint stock company, a trust, an unincorporated association, a joint venture or other entity or a government or any agency or political subdivision thereof.

"Prime Rate" means the rate of interest per annum, based on a 365 or 366 day period, as the case may be, in effect from time to time that is equal to the greater of:

- (a) the rate of interest publicly announced by the Bank from time to time as being its reference rate then in effect for determining interest rates for commercial loans in Canadian Dollars made by the Bank in Canada; and
- (b) the average annual rate (rounded upwards, if necessary, to 0.01%) as determined by the Bank as being the average of the "BA 1 month" CDOR Rate applicable to bankers' acceptances in Canadian Dollars displayed and identified as such on the "Reuters Screen CDOR Page" (as defined in the International Swap and Derivatives Association, Inc. definitions, as modified and amended from time to time) plus 1.00%; provided that if such rates do not appear on the Reuters Screen CDOR Page as contemplated, then the CDOR Rate on any day shall be calculated as the arithmetic average of the 30-day discount rates applicable to bankers' acceptances in Canadian Dollars quoted by three major Canadian Schedule I chartered banks chosen by the Bank as of approximately 10:00 a.m. on such day, or if such day is not a Business Day, then on the immediately preceding Business Day.

"Retractable Preferred Shares" means preferred shares of the Borrower which are retractable at the option of the holder.

"Stamping Fee" means, at any time, a margin, expressed as a rate per annum based on a 365 day period, charged by the Bank for accepting and stamping BAs.

"Unrealized Hedging Gains" means mark to market unrealized gains in respect of Financial Instruments or other risk management products recorded in accordance with generally accepted accounting principles.

"Unrealized Hedging Losses" means mark to market unrealized losses in respect of Financial Instruments or other risk management products recorded in accordance with generally accepted accounting principles.

"U.S. Base Rate" means the rate of interest per annum, based on a 365 or 366 day period, as the case may be, in effect from time to time that is equal to the greater of:

- (a) the rate of interest publicly announced by the Bank from time to time as being its reference rate then in effect for determining interest rates for commercial loans in U.S.\$ made by the Bank in Canada; and
- (b) the Federal Funds Effective Rate in effect from time to time multiplied by 365/366, plus a margin on one half (1/2) of one (1) percent (0.50%).

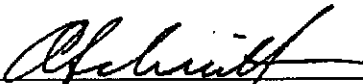
"U.S. Dollar" and the symbol "U.S.\$" each means lawful money of the United States of America in same day immediately available funds and, if such funds are not available, the form of money of the United States of America that is customarily used in the settlement of international banking transactions on the day payment is due.

"Voting Shares" means:

- (a) in respect of a corporation or limited liability company, shares of any class or equity ownership interests of such entity:
 - (i) carrying voting rights in all circumstances; or
 - (ii) which carry the right to vote conditional on the happening of an event if such event shall have occurred and be continuing;provided that subparagraph (ii) above shall not include voting rights created solely by statute, such as those rights created pursuant to section 183(4) of the Business Corporations Act (Alberta) as in effect on the date of the Offering Letter;
- (b) in respect of a trust, trust units of the trust:
 - (i) carrying voting rights in all circumstances; or
 - (ii) which carry the right to vote conditional on the happening of an event if such event shall have occurred and be continuing;
- (c) in respect of a partnership, the partnership interests or partnership units:
 - (i) carrying voting rights in all circumstances; or
 - (ii) which carry the right to vote conditional on the happening of an event if such event shall have occurred and is continuing.

"Working Capital Deficit" means Current Liabilities minus Current Assets.

This is Exhibit "D" referred to in the
Affidavit of Karen Koury
sworn before me, this 8th day
of September, 2015


A Commissioner for taking Affidavits



**NATIONAL
BANK**

Writer's Direct Line
(403) 294-4951

June 19, 2013

BY COURIER

Coast Resources Ltd.
3035 Tutor Drive, Suite 203
Regina, SK S4W 1B5

**ATTENTION: Mr. David F. Wilson
President**

Dear Sir:

RE: CREDIT FACILITIES – NATIONAL BANK OF CANADA / COAST RESOURCES LTD.

We are pleased to advise that National Bank of Canada has approved the following amendments to the Credit Facilities for Coast Resources Ltd., subject to the terms and conditions of the accepted Offering Letter dated October 22, 2012, which shall remain in full force and effect unless superseded below.

BORROWER: COAST RESOURCES LTD. (the "Borrower").

GUARANTORS: 101033165 SASKATCHEWAN LTD.,
VIEWFIELD OIL & GAS LTD. and
COAST SERVICES INC. (collectively, the "Guarantor").

The Borrower and the Guarantor are collectively referred to as "Loan Parties", and each, a "Loan Party".

LENDER: NATIONAL BANK OF CANADA (the "Bank").

CREDIT FACILITY A: REVOLVING REDUCING OPERATING DEMAND LOAN
(the "Credit Facility A").

MAXIMUM AMOUNT: \$8,200,000.

PURPOSE: Credit Facility A shall only be used for the Borrower's general corporate purposes including capital expenditures and to pay out existing Advances on the Credit Facility B.

AVAILABILITY: Prime Rate loans ("Prime Rate Loans"). Revolving in whole multiples of Cdn\$50,000.

Letters of credit and/or letters of guarantee ("L/C/Gs") (maximum term one year). The aggregate Face Amount of L/C/Gs issued and outstanding at any time limited to \$750,000 in any currency acceptable to the Bank.

Reducing \$200,000/month (the "Reduction Amount") commencing August 1, 2013. In the event the outstanding principal amount is in excess of the reduced maximum amount at any time, the Borrower shall repay the outstanding principal of the Credit Facility A by the amount of the excess. There is no obligation for further advances to be made during this period and failure to effect a remedy satisfactory to the Bank during the period shall entitle the Bank to demand repayment of all amounts outstanding under the Credit Facility A. Nothing in the above shall detract from the demand nature of the Credit Facility A.

REPAYMENT:

Interest only but always subject to Availability, Review, and the Bank's right of demand.

INTEREST RATE:

Prime Rate Loans

The Borrower shall pay interest calculated daily and payable monthly, not in advance, on the outstanding principal amount of Prime Rate Loans drawn under the Credit Facility A at a rate per annum equal to the Prime Rate as designated from time to time by the Bank plus two and one-half of one percent (Prime Rate + 2.50% p.a.). Interest at the aforesaid rate shall be due and payable on the 26th day of each and every month until all amounts owing to the Bank are paid in full. Interest shall be paid via automatic debit to the Borrower's account at the Calgary Branch of the Bank.

As of this date, the Bank's Prime Rate is 3.0% per annum.

STANDBY FEE:

One-quarter of one percent per annum (0.25% p.a.), based on a 365 or 366 day period, as the case may be, on the undrawn portion of the Credit Facility A (the "Standby Fee"), payable monthly on the first Business Day of each month.

L/C/G FEE:

One and one-half of one percent per annum (1.50% p.a.), based on a 365 or 366 day period, as the case may be, of the issue amount, payable at issue (the "L/C/G Fee"). This non-refundable, upfront fee is to be based on the number of months the L/C/G is to be outstanding with any portion of 31 days to be considered a complete month.

CREDIT FACILITY B:

ACQUISITION/DEVELOPMENT DEMAND LOAN (the "Credit Facility B").

MAXIMUM AMOUNT:

\$0

FOR ALL CREDIT FACILITIES

INTERPRETATION:

In this Amending Offering Letter, unless otherwise specifically provided, words importing the singular will include the plural and vice versa, words importing gender shall include the masculine, the feminine and the neuter, and "in writing" or "written" includes printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception, including by facsimile.

SECURITY:

The following security shall be completed, duly executed, delivered, and registered, where necessary, to the entire satisfaction of the Bank and its counsel. All present and future security (the "Security") and the terms thereof shall be held by the Bank as continuing security for all present and future debts, obligations and liabilities (whether direct or indirect, absolute or contingent) of the Loan Parties to the Bank including without limitation for the repayment of all loans and advances made hereunder and for other loans and advances that may be made from time to time in the future whether hereunder or otherwise. For greater certainty, all Financial Instruments, including

without limitation swaps and forwards, entered into at any time with the Bank (or any of its subsidiaries or affiliates from time to time) are deemed to be debts, obligations and liabilities of the Borrower and are secured by the Security on a pari passu basis and shall rank pari passu with all other indebtedness under the Credit Facilities. Where applicable, the Security will be in the Bank's standard form.

To Be Obtained:

1. Accepted Amending Offering Letter dated June 19, 2013.
2. Such other security, documents, and agreements that the Bank or its legal counsel may reasonably request.

**CONDITIONS
PRECEDENT:**

Prior to any additional advances under the Credit Facilities, the Borrower shall have provided, executed or satisfied the following, to the Bank's satisfaction (collectively with all other conditions precedent set out in this Amending Offering Letter, the "Conditions Precedent"):

1. A Revolving Demand Credit Agreement in the face amount of \$8,200,000 duly executed and delivered to the Bank by the Borrower.
2. All Security shall be duly completed, authorized, executed, delivered by each Loan Party which is a party thereto, and registered, all to the satisfaction of the Bank and its counsel.
3. Any other document that may be reasonably requested by the Bank.

The above conditions are inserted for the sole benefit of the Bank, and may be waived by the Bank in whole or in part (with or without terms or conditions) in respect of any particular Advance, provided that any waiver shall not be binding unless given in writing and shall not derogate from the right of the Bank to insist on the satisfaction of any condition not expressly waived in writing or to insist on the satisfaction of any condition waived in writing which may be requested in the future.

**REPORTING
REQUIREMENTS:**

The Borrower shall submit to the Bank:

1. Monthly production and revenue reports in form and substance satisfactory to the Bank within 60 calendar days of each month end;
2. Monthly Accounts Payable and Accounts Receivable listings in form and substance satisfactory to the Bank within 30 calendar days of each month end;
3. Quarterly unaudited consolidated financial statements including balance sheet, income statement, and cash flow statement and Compliance Certificate within 60 calendar days of each fiscal quarter end for the first three fiscal quarters of each fiscal year;
4. Annual audited (at the Bank's discretion, reviewed) consolidated financial statements and Compliance Certificate within 120 calendar days of each fiscal year end;
5. Annual audited (at the Bank's discretion, reviewed) unconsolidated financial statements for each Loan Party within 120 calendar days of each fiscal year end;

6. Annual independent engineering report in form and substance satisfactory to the Bank on the petroleum and natural gas reserves of the Borrower within 120 calendar days of each fiscal year end, prepared by a firm acceptable to the Bank;
7. Annual consolidated budget for the following fiscal year, including production, cash flow and capital expenditures forecasts, within 120 days of each fiscal year end; and
8. Any other information the Bank may reasonably require from time to time.

REVIEW:

Without detracting from the demand nature of the Credit Facilities, the Credit Facilities are subject to periodic review by the Bank in its sole discretion (each such review is referred to in this Amending Offering Letter as a "Review"). The next Review is scheduled on or before August 1, 2013, but may be set at an earlier or later date at the sole discretion of the Bank.

EXPIRY DATE:


This Amending Offering Letter is open for acceptance until June 25, 2013 (as may be extended from time to time as follows, the "Expiry Date") at which time it shall expire unless extended by mutual consent in writing. We reserve the right to cancel our offer at any time prior to acceptance.

If the foregoing terms and conditions are acceptable, please sign two copies of this Amending Offering Letter and return one copy to the Bank by the Expiry Date. This Amending Offering Letter may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile or other electronic copy of an executed counterpart of this Amending Offering Letter shall be deemed to be valid execution and delivery of this Amending Offering Letter, but the party delivering a facsimile or other electronic copy shall deliver an original copy of this Amending Offering Letter as soon as possible after delivering the facsimile or other electronic copy.

National Bank of Canada appreciates the opportunity of providing this Amending Offering Letter to Coast Resources Ltd. We look forward to a continuing and mutually beneficial relationship.

Yours truly,

NATIONAL BANK OF CANADA


Erin R. Welte
Director
Energy Group


David K. Forsyth
Managing Director
Energy Group

AGREED AND ACCEPTED this 21st day of June, 2013

COAST RESOURCES LTD.

Per: [Signature]

Per: _____

101033165 SASKATCHEWAN LTD., as Guarantor

Per: [Signature]

Per: _____

VIEWFIELD OIL & GAS LTD., as Guarantor

Per: [Signature]

Per: _____

COAST SERVICES INC., as Guarantor

Per: [Signature]

Per: _____

APPENDIX A

<u>CREDIT:</u>	Energy Group National Bank of Canada 311 – 6 Avenue SW, Suite 1800 Calgary, AB T2P 3H2	Director:	Mr. Erin Welte
		Telephone:	(403) 294-4951
		Facsimile:	(403) 294-3078
		E-mail:	erin.welte@nbc.ca
		Associate:	Mr. Nathan McAdam
		Telephone:	(403) 294-4982
		Facsimile:	(403) 294-3078
		E-mail:	nathan.mcadam@nbc.ca
<u>ADMINISTRATION:</u>	BA Administration; Current Account Documents; L/C/Gs; MasterCard; Loan/Account Balances; CAD/USD Money Orders/Bank Drafts; Bank Confirmations; Investments; General Inquiries	Account Representative:	Mrs. Marj Brown
		Telephone:	(403) 294-4956
		Facsimile:	(403) 294-3078
		E-mail:	marj.brown@nbc.ca
		Senior Secretary:	Ms. Yelaina May
		Telephone:	(403) 355-3584
		Facsimile:	(403) 294-3078
		E-mail:	yelaina.may@nbc.ca
<u>BRANCH:</u>	Calgary Downtown Branch National Bank of Canada 301 – 6 Avenue SW Calgary, AB T2P 4M9	Telephone:	(403) 294-4900
		Facsimile:	(403) 294-4965
	Calgary MacLeod Trail Branch National Bank of Canada 430 - 7337 MacLeod Trail South Calgary, AB T2H 0L8	Telephone:	(403) 592-8515
		Facsimile:	(403) 265-0831
<u>INTERNET/ TELEPHONE BANKING</u>	Order Cheques, Loan/Account Balances; Traces; Stop Payments, List of Current Account Transactions; Pay Bills; Transfer Between Accounts	Websites:	www.nbc.ca
		Telephone:	(888) 483-5628
<u>OTHER:</u>	Internet Banking	Manager, Global Cash Management:	Ms. Kathy Holland
		Telephone:	(403) 294-4948
		Facsimile:	(403) 476-1000
		E-mail:	kathy.holland@nbc.ca
	Foreign Exchange & Interest Rates National Bank of Canada 311 – 6 Avenue SW, 6 th Floor Calgary, AB T2P 3H2	Director, Risk Management Solutions:	Mr. George Androulidakis
		Telephone:	(403) 440-1126
		Facsimile:	(403) 294-4923
		E-mail:	george.androulidakis@tres.bnc.ca
	Commodity Derivatives 311 – 6 Avenue SW, 6 th Floor Calgary, AB T2P 3H2	Telephone:	(403) 294-4935
		Facsimile:	(403) 294-4923
		E-mail:	energy@nbcenergy.com

This is Exhibit "E" referred to in the
Affidavit of Karen Koury
sworn before me, this 8th day
of September, 2015


A Commissioner for taking Affidavits



**Saskatchewan
Personal Property Registry
Search Result**

Searching Party: Norton Rose Canada LLP
Search Date: 05-Mar-2014 12:06:58
Search Type: Standard

Search #: 2016433-8
Client Reference: 01124572-0584 KK/jh
Control #:

Search Criteria
Search By: Business Debtor Name
Business Name: Coast Resources Ltd.

The following list displays all matches & indicates the ones that were selected.
7 Registration(s) Found: Exact (1) - Similar (6)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	120987891	COAST RESOURCES LTD.	Regina
No	Similar	100099490	QUE WEST RESOURCES LTD	Calgary
No	Similar	100153171	QUE WEST RESOURCES LTD	Calgary
No	Similar	100294862	QUE WEST RESOURCES LTD	Calgary
No	Similar	100294870	QUE WEST RESOURCES LTD	Calgary
No	Similar	100294888	QUE WEST RESOURCES LTD	Calgary
No	Similar	100294896	QUE WEST RESOURCES LTD	Calgary



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 06-Jul-2004 13:40:06

Registration #: 120987891
Expiry Date: 06-Jul-2021

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indentures: No

Registrant

Party ID: 150150499 - 1	Address: 1500 - 1881 Scarth Street
Entity Type: Business	Regina, Saskatchewan
Name: MCDUGALL GAULEY LLP	S4P4K9 Canada

Secured Party

Item #: 1	Address: 2700, 530 - 8TH AVENUE S.W.
Party ID: 102460890 - 3	CALGARY, Alberta
Entity Type: Business	T2P3S8
Name: NATIONAL BANK OF CANADA	Canada

Debtor Party

*Item #: 1	Address: 203, 3035 TUTOR DRIVE
Party ID: 102644966 - 1	Regina, Saskatchewan
Entity Type: Business	S4W1B5
Name: COAST RESOURCES LTD.	Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 06-Jul-2004 13:40:06

Registration #: 120987891
Transaction #: 1
Expiry Date: 06-Jul-2009

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indentures: No

Registrant

Party ID: 100832598 - 3	Address: 700-2010-11TH AVENUE
Entity Type: Business	Regina, Saskatchewan
Name: MCDUGALL GAULEY	S4P0J3 Canada

Secured Party

Item #: 1	Address: 600, 407 - 8TH AVENUE S.W.
Party ID: 102460890 - 1	Calgary, Alberta
Entity Type: Business	T2P1E5
Name: NATIONAL BANK OF CANADA	Canada



**Saskatchewan
Personal Property Registry
Search Result**

Debtor Party

Item #:	1	Address:	203, 3035 TUTOR DRIVE
Party ID:	102844866 - 1		
Entity Type:	Business		Regina, Saskatchewan
Name:	COAST RESOURCES LTD.		S4W1B5 Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

History - Amendment

Amendment Date: 08-Oct-2008 09:26:24

Registration #: 120987891
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	150150499 - 1	Address:	1500 - 1881 Scarth Street
Entity Type:	Business		Regina, Saskatchewan
Name:	MCDUGALL GAULEY LLP		S4P4K9 Canada

Secured Party

Action:	Update	Address:	2700, 530 - 8TH AVENUE S.W.
Item #:	1		
Party ID:	102460890 - 3		CALGARY, Alberta
Entity Type:	Business		T2P3S8 Canada
Name:	NATIONAL BANK OF CANADA		

History - Amendment

Amendment Date: 03-Jun-2009 13:16:34

Registration #: 120987891
Transaction #: 3
Expiry Date: 06-Jul-2019

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	15000519 - 1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8 Canada

History - Amendment

Amendment Date: 08-Apr-2011 14:54:47

Registration #: 120987891
Transaction #: 4
Expiry Date: 06-Jul-2021

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	150150499 - 1	Address:	1500 - 1881 Scarth Street
Entity Type:	Business		Regina, Saskatchewan
Name:	MCDUGALL GAULEY LLP		



**Saskatchewan
Personal Property Registry
Search Result**

Registrant

S4P4K9
Canada

End of Search Result



**Saskatchewan
Personal Property Registry
Search Result**

Searching Party: Norton Rose Canada LLP
Search Date: 05-Mar-2014 12:11:48
Search Type: Standard

Search #: 201643359
Client Reference: 01124572-0584 KK/jm
Control #:

Search Criteria
Search By: Business Debtor Name
Business Name:
101033165 Saskatchewan Ltd.

The following list displays all matches & indicates the ones that were selected.
1 Registration(s) Found: Exact (1) - Similar (0)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	120991175	101033165 SASKATCHEWAN LTD.	Regina



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 07-Jul-2004 10:04:40

Registration #: 120991175
Expiry Date: 07-Jul-2021

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 150150499 - 1	Address: 1500 - 1881 Scarth Street
Entity Type: Business	Regina, Saskatchewan
Name: MCDUGALL GAULEY LLP	S4P4K9 Canada

Secured Party

Item #: 1	Address: 2700, 530 - 8TH AVENUE S.W.
Party ID: 102540460 - 2	CALGARY, Alberta
Entity Type: Business	T2P3S8
Name: NATIONAL BANK OF CANADA	Canada

Debtor Party

Item #: 1	Address: 203, 3035 TUTOR DRIVE
Party ID: 102645380 - 1	Regina, Saskatchewan
Entity Type: Business	S4W1B5
Name: 101033165 SASKATCHEWAN LTD.	Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 07-Jul-2004 10:04:40

Registration #: 120991175
Transaction #: 1
Expiry Date: 07-Jul-2009

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 100832598 - 3	Address: 700-2010-11TH AVENUE
Entity Type: Business	Regina, Saskatchewan
Name: MCDUGALL GAULEY	S4P0J3 Canada

Secured Party

Item #: 1	Address: 600, 407 8TH AVENUE S.W.
Party ID: 102540460 - 1	Calgary, Alberta
Entity Type: Business	T2P1E5
Name: NATIONAL BANK OF CANADA	Canada



**Saskatchewan
Personal Property Registry
Search Result**

Debtor Party

Item #:	1	Address:	203, 3035 TUTOR DRIVE
Party ID:	102645380 - 1		
Entity Type:	Business		Regina, Saskatchewan
Name:	1010333185 SASKATCHEWAN LTD.		S4W1B5 Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

History - Amendment

Amendment Date: 08-Oct-2008 09:27:39 **Registration #:** 120991175
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	150150499 - 1	Address:	1500 - 1881 Scarth Street
Entity Type:	Business		
Name:	MCDUGALL GAULEY LLP		Regina, Saskatchewan S4P4K9 Canada

Secured Party

Action:	Update	Address:	2700, 530 - 6TH AVENUE S.W.
Item #:	1		
Party ID:	102540460 - 2		CALGARY, Alberta
Entity Type:	Business		T2P3S8 Canada
Name:	NATIONAL BANK OF CANADA		

History - Amendment

Amendment Date: 03-Jun-2009 13:16:36 **Registration #:** 120991175
Transaction #: 3
Expiry Date: 07-Jul-2019

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	150000519 - 1	Address:	4126 Norland Avenue
Entity Type:	Business		
Name:	Canadian Securities Registration Systems		Burnaby, British Columbia V5G3S8 Canada

History - Amendment

Amendment Date: 08-Apr-2011 14:55:46 **Registration #:** 120991175
Transaction #: 4
Expiry Date: 07-Jul-2021

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	150150499 - 1	Address:	1500 - 1881 Scarth Street
Entity Type:	Business		
Name:	MCDUGALL GAULEY LLP		Regina, Saskatchewan



**Saskatchewan
Personal Property Registry
Search Result**

Registrant

**S4P4K9
Canada**

End of Search Result



**Saskatchewan
Personal Property Registry
Search Result**

Searching Party: Norton Ross Canada LLP
Search Date: 05-Mar-2014 12:16:04
Search Type: Standard

Search #: 201643367
Client Reference: 01124572-0584 KK/jm
Control #:

Search Criteria
Search By: Business Debtor Name
Business Name: Viewfield Oil & Gas Ltd.

The following list displays all matches & indicates the ones that were selected.
1 Registration(s) Found: Exacts (1) - Similar (0)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	300521568	VIEWFIELD OIL & GAS LTD.	REGINA



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 02-Nov-2009 14:06:37

Registration #: 300521566
Expiry Date: 02-Nov-2021

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 150150499 - 1 Entity Type: Business Name: MCDUGALL GAULEY LLP	Address: 1500 - 1881 Scarth Street Regina, Saskatchewan S4P4K9 Canada
---	--

Secured Party

Item #: 1 Party ID: 102460890 - 3 Entity Type: Business Name: NATIONAL BANK OF CANADA	Address: 2700, 530 - 8TH AVENUE S.W. CALGARY, Alberta T2P3S8 Canada
--	--

Debtor Party

*Item #: 1 Party ID: 150996273 - 1 Entity Type: Business Name: VIEWFIELD OIL & GAS LTD.	Address: 203, 3035 TUTOR DRIVE REGINA, Saskatchewan S4W1B5 Canada
--	--

General Property

All of the Debtor's present and after-acquired personal property.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 02-Nov-2009 14:06:37

Registration #: 300521566
Transaction #: 1
Expiry Date: 02-Nov-2014

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 150150499 - 1 Entity Type: Business Name: MCDUGALL GAULEY LLP	Address: 1500 - 1881 Scarth Street Regina, Saskatchewan S4P4K9 Canada
---	--

Secured Party

Item #: 1 Party ID: 102460890 - 3 Entity Type: Business Name: NATIONAL BANK OF CANADA	Address: 2700, 530 - 8TH AVENUE S.W. CALGARY, Alberta T2P3S8 Canada
--	--



**Saskatchewan
Personal Property Registry
Search Result**

Debtor Party

Item #:	1	Address:	
Party ID:	150996273 - 1		
Entity Type:	Business		
Name:	VIEWFIELD OIL & GAS LTD.		203, 3035 TUTOR DRIVE REGINA, Saskatchewan S4W1B5 Canada

General Property

All of the Debtor's present and after-acquired personal property.

History - Amendment

Amendment Date: 08-Apr-2011 14:56:54

Registration #: 300521566
Transaction #: 2
Expiry Date: 02-Nov-2021

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	150150499 - 1	Address:	1500 - 1861 Scarth Street
Entity Type:	Business		
Name:	MCDUGALL GAULEY LLP		Regina, Saskatchewan S4P4K9 Canada

End of Search Result



**Saskatchewan
Personal Property Registry
Search Result**

Searching Party: Norton Ross Canada LLP,
Search Date: 05-Mar-2014 12:20:13
Search Type: Standard

Search #: 201643378
Client Reference: 01124572-0584 KK/jm
Control #:

Search Criteria:
Search By: Business Debtor Name
Business Name: Coast Services Inc.

The following list displays all matches & indicates the ones that were selected.
3 Registration(s) Found: Exacts (1) - Similar (2)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	300701936	COAST SERVICES INC.	REGINA
No	Similar	101015083	CAST (1983) LTD	
No	Similar	101015091	CAST (1983) LTD	



**Saskatchewan
Personal Property Registry
Search Result**

Registration Type: Personal Property Security Agreement
Registration Date: 25-Mar-2011 16:24:12

Registration #: 300701936
Expiry Date: 25-Mar-2021

Event Type: Setup
Transaction Reason: Regular

Current/Setup - Exact

Relations

Trust Indenture: No

Registrant

Party ID: 150150499 - 1	Address: 1800 - 1881 Scarth Street
Entity Type: Business	Regina, Saskatchewan
Name: MCDUGALL GAULEY LLP	S4P4K9 Canada

Secured Party

Item #: 1	Address: 2700, 530 - 8 AVENUE S.W.
Party ID: 150901013 - 1	CALGARY, Alberta
Entity Type: Business	T2P3S8 Canada
Name: NATIONAL BANK OF CANADA	

Debtor Party

Item #: 1	Address: 203, 3035 TUTOR DRIVE
Party ID: 151205048 - 1	REGINA, Saskatchewan
Entity Type: Business	S4W1B5 Canada
Name: COAST SERVICES INC.	

General Property

All of the Debtor's present and after-acquired personal property.

End of Search Result

This is Exhibit "F" referred to in the
Affidavit of Karen Koury
sworn before me, this 8th day
of September, 2015


A Commissioner for taking Affidavits

03-Mar-2014

SEARCH REPORT

SASKATCHEWAN MINISTRY OF THE ECONOMY
2101 SCARTH ST.
REGINA, SASKATCHEWAN S4P2H9

DISPOSITION NO: PN19211

PAGE: 1

DISPOSITION TYPE: P & NG LEASE

OWNER INFORMATION:

NORTHERN BLIZZARD RESOURCES INC.

100.00000%

RIGHTS/LAND DESCRIPTION:

PNG FROM SURFACE TO BASE BAKKEN FORMATION IN THE FOLLOWING LANDS:

01 29 35 25 3 (40.00)

PNG FROM SURFACE TO BASE MANNVILLE GROUP IN THE FOLLOWING LANDS:

13 16 35 25 3 (40.00) 09 20 35 25 3 (40.00)

NOTE: NUMBERS IN BRACKETS ARE IN ACRES
TOTAL HECTARES IN DISPOSITION: 48.56

DISPOSITION INFORMATION:

PARCEL ORIGIN: SHOP
TERM: 5 YEAR

EFFECTIVE DATE: 25-Jan-1984 EXPIRY DATE: 31-Mar-2014
RENTAL RATE: \$3.50

DISPOSITION STATUS: TO BE CONTINUED

THIS DISPOSITION IS SUBJECT TO THE FOLLOWING ENCUMBRANCES:

REGISTERED 14-Feb-2014 AS DOCUMENT NO 79766

SECURITY NOTICE

BY COAST RESOURCES LTD TO NATIONAL BANK OF CANADA C/O MCDUGALL GAULEY
LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN S4P 4K9.

ATTENTION: DAN G. MORRIS. FILE NUMBER 400763-448 DGM. A SPECIFIED
INTEREST IN THE DISPOSITION.

REMARKS:

RECEIPT DATE OF DOCUMENTS REGISTERED TODAY: 07-Feb-2014.

THE ABOVE REPRESENTS THIS DISPOSITION'S STATUS NOTWITHSTANDING PENDING
REGISTRATIONS AT REGINA, SASKATCHEWAN THIS 03-Mar-2014.

MINISTRY OF THE ECONOMY, PROVINCE OF SASKATCHEWAN

Margaret A. Perksen

Petroleum Lands

PLEASE NOTE:

EVERY PERSON WHO REQUESTS A SEARCH REPORT PURSUANT TO SECTION 84 OF THE PETROLEUM AND NATURAL GAS REGULATIONS, 1968 IS DEEMED TO HAVE AGREED TO THE FOLLOWING CONDITIONS RESPECTING THE SEARCH OR SEARCH REPORT.

(A) THAT THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY ERROR OR OMISSION IN THE SEARCH OR SEARCH REPORT.

(B) THAT ANY PERSON REQUESTING MAKING USE OF OR RELYING ON A SEARCH REPORT RELEASES THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY FROM ANY LIABILITY FOR LOSS OR DAMAGE DESCRIBED IN CLAUSE (A).

FOR THE PURPOSE OF COMPLETING THE CHAIN OF OWNERSHIP ON THE PETROLEUM LANDS REGISTRY INVOLVING A CHANGE IN NAME, THE SOURCE DOCUMENT FOR CHANGING THE NAME ON THE DISPOSITION WILL BE A CERTIFICATE ISSUED BY THE APPROPRIATE OFFICIAL RESPONSIBLE FOR THE INCORPORATION OF CORPORATIONS FOR THE JURISDICTION IN WHICH THE CORPORATION HAS BEEN INCORPORATED OR WHERE THE CORPORATION IS REGISTERED IN SASKATCHEWAN, THE DIRECTOR UNDER THE BUSINESS CORPORATIONS ACT.

03-Mar-2014

SEARCH REPORT

SASKATCHEWAN MINISTRY OF THE ECONOMY
2101 SCARTH ST.
REGINA, SASKATCHEWAN S4P2H9

DISPOSITION NO: PN53920

PAGE: 1

DISPOSITION TYPE: P & NG LEASE

OWNER INFORMATION:

RED RIVER RESOURCES LTD 20.00000%
COAST RESOURCES LTD 80.00000%

RIGHTS/LAND DESCRIPTION:

PNG FROM SURFACE TO BASE BAKKEN FORMATION IN THE FOLLOWING LANDS:
22 35 25 3 (644.00)

NOTE: NUMBERS IN BRACKETS ARE IN ACRES
TOTAL HECTARES IN DISPOSITION: 260.62

DISPOSITION INFORMATION:

PARCEL ORIGIN: 298-318 EFFECTIVE DATE: 13-Apr-2004 EXPIRY DATE: 31-Mar-2014
TERM: 5 YEAR RENTAL RATE: \$3.50

DISPOSITION STATUS: TO BE CONTINUED

THIS DISPOSITION IS SUBJECT TO THE FOLLOWING ENCUMBRANCES:

REGISTERED 14-Feb-2014 AS DOCUMENT NO 79765
SECURITY NOTICE
BY VIEWFIELD OIL & GAS LTD. TO NATIONAL BANK OF CANADA C/O MCDUGALL
GAULEY LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN S4P 4K9
ATTENTION: DAN G. MORRIS FILE NUMBER 400763-448 DGM. A SPECIFIED
INTEREST IN THE DISPOSITION.

REGISTERED 14-Feb-2014 AS DOCUMENT NO 79766
SECURITY NOTICE
BY COAST RESOURCES LTD TO NATIONAL BANK OF CANADA C/O MCDUGALL GAULEY
LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN S4P 4K9.
ATTENTION: DAN G. MORRIS. FILE NUMBER 400763-448 DGM. A SPECIFIED
INTEREST IN THE DISPOSITION.

REGISTERED 14-Feb-2014 AS DOCUMENT NO 79767
SECURITY NOTICE
BY COAST SERVICES INC. TO NATIONAL BANK OF CANADA C/O MCDUGALL GAULEY
LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN S4P 4K9.
ATTENTION: DAN G. MORRIS. FILE NUMBER 400763-448 DGM. A SPECIFIED
INTEREST IN THE DISPOSITION.

THIS DISPOSITION IS SUBJECT TO THE FOLLOWING RECORDED DOCUMENTS:

03-Mar-2014

SEARCH REPORT

DISPOSITION NO: PN53920

PAGE: 2

RECORDED 30-Nov-2007 AS DOCUMENT NO 67734

OFFSET

RECORD #3586 LSD 14 OF SEC 22-35-25W3 (BAKKEN-OIL) COMPENSATORY

ROYALTY:08-DEC-2008 DU:16.2 HA

RECORDED 12-Sep-2012 AS DOCUMENT NO 76813

OFFSET

RECORD #4637 LSD 13 SEC 22-35-25W3 (BAKKEN) COMPENSATORY

ROYALTY:25-SEP-2013 DU:16.2 HA

RECORDED 14-Feb-2014

BUILDER'S LIEN

4266: SEC 22-35-25W3

RECORDED 27-Feb-2014 AS DOCUMENT NO 79868

OFFSET

RECORD #7131 LSD 4 SEC 22-35-25W3 (BAKKEN) DUE:06-MAR-2015 DU:16.2 HA

REMARKS:

RECEIPT DATE OF DOCUMENTS REGISTERED TODAY: 07-Feb-2014.

THE ABOVE REPRESENTS THIS DISPOSITION'S STATUS NOTWITHSTANDING PENDING REGISTRATIONS AT REGINA, SASKATCHEWAN THIS 03-Mar-2014.

MINISTRY OF THE ECONOMY, PROVINCE OF SASKATCHEWAN

Margaret A. Perks

Petroleum Lands

PLEASE NOTE:

EVERY PERSON WHO REQUESTS A SEARCH REPORT PURSUANT TO SECTION 84 OF THE PETROLEUM AND NATURAL GAS REGULATIONS, 1989 IS DEEMED TO HAVE AGREED TO THE FOLLOWING CONDITIONS RESPECTING THE SEARCH OR SEARCH REPORT.

(A) THAT THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY ERROR OR OMISSION IN THE SEARCH OR SEARCH REPORT.

(B) THAT ANY PERSON REQUESTING MAKING USE OF OR RELYING ON A SEARCH REPORT RELEASES THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY FROM ANY LIABILITY FOR LOSS OR DAMAGE DESCRIBED IN CLAUSE (A).

FOR THE PURPOSE OF COMPLETING THE CHAIN OF OWNERSHIP ON THE PETROLEUM LANDS REGISTRY INVOLVING A CHANGE IN NAME, THE SOURCE DOCUMENT FOR CHANGING THE NAME ON THE DISPOSITION WILL BE A CERTIFICATE ISSUED BY THE APPROPRIATE OFFICIAL RESPONSIBLE FOR THE INCORPORATION OF CORPORATIONS FOR THE JURISDICTION IN WHICH THE CORPORATION HAS BEEN INCORPORATED OR WHERE THE CORPORATION IS REGISTERED IN SASKATCHEWAN, THE DIRECTOR UNDER THE BUSINESS CORPORATIONS ACT.

03-Mar-2014

SEARCH REPORT

SASKATCHEWAN MINISTRY OF THE ECONOMY
2101 SCARTH ST.
REGINA, SASKATCHEWAN S4P2H9

DISPOSITION NO: PN54446 PAGE: 1

DISPOSITION TYPE: P & NG LEASE

OWNER INFORMATION:

RED RIVER RESOURCES LTD	20.00000%
COAST RESOURCES LTD	80.00000%

RIGHTS/LAND DESCRIPTION:

PNG FROM SURFACE TO BASE MANNVILLE GROUP IN THE FOLLOWING LANDS:

11 16 35 25 3 (40.00)	12 16 35 25 3 (40.00)
14 16 35 25 3 (40.00)	NE 16 35 25 3 (160.00)
S/2 16 35 25 3 (320.00)	

NOTE: NUMBERS IN BRACKETS ARE IN ACRES
TOTAL HECTARES IN DISPOSITION: 242.81

DISPOSITION INFORMATION:

PARCEL ORIGIN: 300-269 EFFECTIVE DATE: 10-Aug-2004 EXPIRY DATE: 31-Mar-2014
TERM: 5 YEAR RENTAL RATE: \$3.50

DISPOSITION STATUS: TO BE CONTINUED

THIS DISPOSITION IS SUBJECT TO THE FOLLOWING ENCUMBRANCES:

REGISTERED 18-Feb-2014 AS DOCUMENT NO 79793
SECURITY NOTICE
BY COAST RESOURCES LTD TO NATIONAL BANK OF CANADA C/O MCDUGALL GAULEY
LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN S4P 4K9.
ATTENTION: DAN G. MORRIS. FILE NUMBER 400763-448 DGM. A SPECIFIED
INTEREST IN THE DISPOSITION.

REMARKS:

RECEIPT DATE OF DOCUMENTS REGISTERED TODAY: 07-Feb-2014.

THE ABOVE REPRESENTS THIS DISPOSITION'S STATUS NOTWITHSTANDING PENDING
REGISTRATIONS AT REGINA, SASKATCHEWAN THIS 03-Mar-2014.

MINISTRY OF THE ECONOMY, PROVINCE OF SASKATCHEWAN

03-Mar-2014

SEARCH REPORT

DISPOSITION NO: PN54446

PAGE: 2

-----*Margaret Deereken*-----
Petroleum Lands

PLEASE NOTE:

EVERY PERSON WHO REQUESTS A SEARCH REPORT PURSUANT TO SECTION 84 OF THE PETROLEUM AND NATURAL GAS REGULATIONS, 1988 IS DEEMED TO HAVE AGREED TO THE FOLLOWING CONDITIONS RESPECTING THE SEARCH OR SEARCH REPORT.

(A) THAT THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY ERROR OR OMISSION IN THE SEARCH OR SEARCH REPORT.

(B) THAT ANY PERSON REQUESTING MAKING USE OF OR RELYING ON A SEARCH REPORT RELEASES THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY FROM ANY LIABILITY FOR LOSS OR DAMAGE DESCRIBED IN CLAUSE (A).

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03-Mar-2014

SEARCH REPORT

SASKATCHEWAN MINISTRY OF THE ECONOMY
2101 SCARTH ST.
REGINA, SASKATCHEWAN S4P2H9

DISPOSITION NO: PN19724

PAGE: 1

DISPOSITION TYPE: P & NG LEASE

OWNER INFORMATION:

RED RIVER RESOURCES LTD
101033165 SASKATCHEWAN LTD.

8.00000%
92.00000%

RIGHTS/LAND DESCRIPTION:

PNG FROM SURFACE TO BASE FROBISHER-ALIDA BEDS IN THE FOLLOWING LANDS:
NE 29 02 01 2 (159.00)

NOTE: NUMBERS IN BRACKETS ARE IN ACRES
TOTAL HECTARES IN DISPOSITION: 64.35

DISPOSITION INFORMATION:

PARCEL ORIGIN: JUN 84 EFFECTIVE DATE: 07-Jun-1984 EXPIRY DATE: 31-Mar-2014
TERM: 5 YEAR RENTAL RATE: \$3.50

DISPOSITION STATUS: TO BE CONTINUED

THIS DISPOSITION IS SUBJECT TO THE FOLLOWING ENCUMBRANCES:

REGISTERED 22-Nov-1985 AS DOCUMENT NO 26159
SECURITY NOTICE
BY WOOLLEY RESOURCES LTD. TO THE BANK OF MONTREAL, C/O BALFOUR, MOSS,
MILLIKEN, LASCHUK & KYLE, 1850 CORNWALL ST., REGINA, SASK.

REGISTERED 14-Feb-2014 AS DOCUMENT NO 79768
SECURITY NOTICE
BY 101033165 SASKATCHEWAN LTD. TO NATIONAL BANK OF CANADA C/O
MCDUGALL GAULEY LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN
S4P 4K9. ATTENTION: DAN G. MORRIS. FILE NUMBER 400763-448 DGM. A
SPECIFIED INTEREST IN THE DISPOSITION.

REMARKS:

RECEIPT DATE OF DOCUMENTS REGISTERED TODAY: 07-Feb-2014.

THE ABOVE REPRESENTS THIS DISPOSITION'S STATUS NOTWITHSTANDING PENDING
REGISTRATIONS AT REGINA, SASKATCHEWAN THIS 03-Mar-2014.

03-Mar-2014

SEARCH REPORT

DISPOSITION NO: PN19724

PAGE: 2

MINISTRY OF THE ECONOMY, PROVINCE OF SASKATCHEWAN

Margaret A. Berke

Petroleum Lands

PLEASE NOTE:

EVERY PERSON WHO REQUESTS A SEARCH REPORT PURSUANT TO SECTION 84 OF THE PETROLEUM AND NATURAL GAS REGULATIONS, 1989 IS DEEMED TO HAVE AGREED TO THE FOLLOWING CONDITIONS RESPECTING THE SEARCH OR SEARCH REPORT.

(A) THAT THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY ERROR OR OMISSION IN THE SEARCH OR SEARCH REPORT.

(B) THAT ANY PERSON REQUESTING MAKING USE OF OR RELYING ON A SEARCH REPORT RELEASES THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY FROM ANY LIABILITY FOR LOSS OR DAMAGE DESCRIBED IN CLAUSE (A).

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03-Mar-2014

SEARCH REPORT

SASKATCHEWAN MINISTRY OF THE ECONOMY
2101 SCARTH ST.
REGINA, SASKATCHEWAN S4P2H9

DISPOSITION NO: PN39696

PAGE: 1

DISPOSITION TYPE: P & NG LEASE

OWNER INFORMATION:

101033165 SASKATCHEWAN LTD.	62.00000%
BOULDER OIL INC.	30.00000%
RED RIVER RESOURCES LTD	8.00000%

RIGHTS/LAND DESCRIPTION:

PNG FROM SURFACE TO BASE FROBISHER-ALIDA BEDS IN THE FOLLOWING LANDS:

13 29 02 01 2 (39.75)	14 29 02 01 2 (39.75)
------------------------	------------------------

PNG FROM SURFACE TO BASE MIDALE BEDS IN THE FOLLOWING LANDS:

11 29 02 01 2 (39.75)	12 29 02 01 2 (39.75)
------------------------	------------------------

NOTE: NUMBERS IN BRACKETS ARE IN ACRES
TOTAL HECTARES IN DISPOSITION: 64.35

DISPOSITION INFORMATION:

PARCEL ORIGIN: FEB 97	EFFECTIVE DATE: 11-Feb-1997	EXPIRY DATE: 31-Mar-2014
TERM: 5 YEAR	RENTAL RATE: \$3.50	

DISPOSITION STATUS: TO BE CONTINUED

THIS DISPOSITION IS SUBJECT TO THE FOLLOWING ENCUMBRANCES:

REGISTERED 14-Feb-2014 AS DOCUMENT NO 79768
SECURITY NOTICE
BY 101033165 SASKATCHEWAN LTD. TO NATIONAL BANK OF CANADA C/O
MCDUGALL GAULEY LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN
S4P 4K9. ATTENTION: DAN G. MORRIS. FILE NUMBER 400763-448 DGM. A
SPECIFIED INTEREST IN THE DISPOSITION.

REMARKS:

RECEIPT DATE OF DOCUMENTS REGISTERED TODAY: 07-Feb-2014.

THE ABOVE REPRESENTS THIS DISPOSITION'S STATUS NOTWITHSTANDING PENDING REGISTRATIONS AT REGINA, SASKATCHEWAN THIS 03-Mar-2014.

03-Mar-2014

SEARCH REPORT

DISPOSITION NO: PN39696

PAGE: 2

MINISTRY OF THE ECONOMY, PROVINCE OF SASKATCHEWAN

-----*Margaret A. Perks*-----
Petroleum Lands

PLEASE NOTE:

EVERY PERSON WHO REQUESTS A SEARCH REPORT PURSUANT TO SECTION 84 OF THE PETROLEUM AND NATURAL GAS REGULATIONS, 1988 IS DEEMED TO HAVE AGREED TO THE FOLLOWING CONDITIONS RESPECTING THE SEARCH OR SEARCH REPORT.

(A) THAT THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY ERROR OR OMISSION IN THE SEARCH OR SEARCH REPORT.

(B) THAT ANY PERSON REQUESTING MAKING USE OF OR RELYING ON A SEARCH REPORT RELEASES THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY FROM ANY LIABILITY FOR LOSS OR DAMAGE DESCRIBED IN CLAUSE (A).

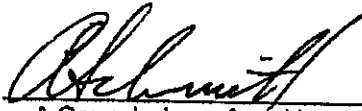
FOR THE PURPOSE OF COMPLETING THE CHAIN OF OWNERSHIP ON THE PETROLEUM LANDS REGISTRY INVOLVING A CHANGE IN NAME, THE SOURCE DOCUMENT FOR CHANGING THE NAME ON THE DISPOSITION WILL BE A CERTIFICATE ISSUED BY THE APPROPRIATE OFFICIAL RESPONSIBLE FOR THE INCORPORATION OF CORPORATIONS FOR THE JURISDICTION IN WHICH THE CORPORATION HAS BEEN INCORPORATED OR WHERE THE CORPORATION IS REGISTERED IN SASKATCHEWAN, THE DIRECTOR UNDER THE BUSINESS CORPORATIONS ACT.

This is Exhibit "G" referred to in the

Affidavit of Karen Koury

sworn before me, this 8th day

of September, 2015



A Commissioner for taking Affidavits

**Province of Saskatchewan
Land Titles Registry
Title**

Title #: 113673933 **As of:** 19 Feb 2014 14:56:18
Title Status: Active **Last Amendment Date:** 19 Feb 2014 13:48:48.480
Parcel Type: Mineral - All **Issued:** 17 Sep 2002 02:05:34.397
Mineral Value: N/A
Title Value: N/A **Municipality:** RM OF PROGRESS NO. 351
Converted Title: 98MW14435G
Previous Title and/or Abstract #: 98MW14435G

DEVON CANADA CORPORATION is the registered owner of all mines and minerals as referenced on Certificate of Title 98MW14435G in Mineral Parcel #146053784

Reference Land Description: SW Sec 21 Twp 35 Rge 25 W3 Extension 0
As described on Certificate of Title 98MW14435G.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
112960740 CNV Caveat

Value: N/A
Reg'd: 19 Dec 1995 02:39:09
Interest Register Amendment Date: N/A
Interest Assignment Date: 10 Sep 2010 11:11:29
Expiry Date: N/A

Holder:
NORTHERN BLIZZARD RESOURCES INC.
2100, 440- 2ND AVENUE SW
CALGARY, AB, Canada T2P 5E9
Client #: 124156515
Int. Register #: 104456831
Converted Instrument #: 95S48807

Interest #:
112960751 CNV Caveat

Value: N/A
Reg'd: 25 May 1997 02:41:52
Interest Register Amendment Date: N/A

Interest Assignment

Date: 10 Sep 2010 11:11:31

Expiry Date: N/A

Holder:

NORTHERN BLIZZARD RESOURCES INC.
2100, 440- 2ND AVENUE SW
CALGARY, AB, Canada T2P 5E9

Client #: 124156515

Int. Register #: 105096506

Converted Instrument #: 97S12036

Interest #:
136942229

Miscellaneous Interest

Value: N/A

Reg'd: 27 Feb 2007 10:48:06

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

Holder:

GRYPHON PETROLEUM CORP.
1500 1874 SCARTH ST.
REGINA, SK, Canada S4P 4E9

Client #: 120909933

Int. Register #: 112663919

Interest #:
137897735

Miscellaneous Interest

Value: N/A

Reg'd: 01 Jun 2007 10:04:01

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

By virtue of an O & G Prospecting
Agreement dated January 11, 2006,
between Gryphon Petroleum Corp.
and Tarfax Resources Ltd.

Holder:

TARFAX RESOURCES LTD.
600, 105 - 21ST STREET EAST
SASKATOON, SK, Canada S7K 0B3

Client #: 100421064

Int. Register #: 112884059

Interest #:
166042830

Mortgage

Value: \$20,000,000.00 CAD

Reg'd: 19 Feb 2014 13:48:48

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2

Client #: 129403009

Int. Register #: 119794573

Interest #:

166043044

Mortgage

Value: \$20,000,000.00 CAD

Reg'd: 19 Feb 2014 13:48:48

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2

Client #: 129403009

Int. Register #: 119794607

Interest #:

166043156

Mortgage

Value: \$20,000,000.00 CAD

Reg'd: 19 Feb 2014 13:48:48

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2

Client #: 129403009

Int. Register #: 119794630

Addresses for Service:

Name

Address

Owner:

DEVON CANADA CORPORATION

2000, 400-3RD AVENUE SW CALGARY, AB, Canada T2P
4H2

Client #: 116626507

Notes:

Parcel Class Code: Mineral

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**Province of Saskatchewan
Land Titles Registry
Title**

Title #: 113673922 **As of:** 19 Feb 2014 14:18:07
Title Status: Active **Last Amendment Date:** 19 Feb 2014 13:48:48.463
Parcel Type: Mineral - All **Issued:** 17 Sep 2002 02:05:33.320
Mineral Value: N/A
Title Value: N/A **Municipality:** RM OF PROGRESS NO. 351
Converted Title: 98MW14435G
Previous Title and/or Abstract #: 98MW14435G

DEVON CANADA CORPORATION is the registered owner of all mines and minerals as referenced on Certificate of Title 98MW14435G in Mineral Parcel #146053773

Reference Land Description: SE Sec 21 Twp 35 Rge 25 W3 Extension 0
As described on Certificate of Title 98MW14435G.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
112960728 CNV Caveat

Value: N/A
Reg'd: 19 Dec 1995 02:39:09
Interest Register Amendment Date: N/A
Interest Assignment Date: 10 Sep 2010 11:11:29
Expiry Date: N/A

Holder:
NORTHERN BLIZZARD RESOURCES INC.
2100, 440- 2ND AVENUE SW
CALGARY, AB, Canada T2P 5E9
Client #: 124156515
Int. Register #: 104456831
Converted Instrument #: 95S48807

Interest #:
112960739 CNV Caveat

Value: N/A
Reg'd: 25 May 1997 02:41:52
Interest Register Amendment Date: N/A

Interest Assignment

Date: 10 Sep 2010 11:11:31

Expiry Date: N/A

Holder:

NORTHERN BLIZZARD RESOURCES INC.
2100, 440- 2ND AVENUE SW
CALGARY, AB, Canada T2P 5E9

Client #: 124156515

Int. Register #: 105096506

Converted Instrument #: 97S12036

Interest #:
136942218

Miscellaneous Interest

Value: N/A

Reg'd: 27 Feb 2007 10:48:06

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

Holder:

GRYPHON PETROLEUM CORP.
1500 1874 SCARTH ST.
REGINA, SK, Canada S4P 4E9

Client #: 120909933

Int. Register #: 112663919

Interest #:
137897724

Miscellaneous Interest

Value: N/A

Reg'd: 01 Jun 2007 10:04:01

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

By virtue of an O & G Prospecting
Agreement dated January 11, 2006,
between Gryphon Petroleum Corp.
and Tarfax Resources Ltd.

Holder:

TARFAX RESOURCES LTD.
600, 105 - 21ST STREET EAST
SASKATOON, SK, Canada S7K 0B3

Client #: 100421064

Int. Register #: 112884059

Interest #:
149442532

Miscellaneous Interest

Value: N/A

Reg'd: 09 Nov 2009 15:37:30

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

PNG Lease with Devon Canada, as
Lessor, and Coast Resources Ltd, as
Lessee dated Sept 10, 2009

Holder:

Coast Resources Ltd.
#203 - 3035 Tutor Drive
Regina, Saskatchewan, Canada S4W 1B5

Client #: 112256096

Int. Register #: 115955938

Interest #:
166042818

Mortgage

Value: \$20,000,000.00

CAD

Reg'd: 19 Feb 2014

13:48:48

Interest Register

Amendment Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2

Client #: 129403009

Int. Register #: 119794573

Interest #:
166043033

Mortgage

Value: \$20,000,000.00

CAD

Reg'd: 19 Feb 2014

13:48:48

Interest Register

Amendment Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2

Client #: 129403009

Int. Register #: 119794607

Interest #:
166043145

Mortgage

Value: \$20,000,000.00
CAD
Reg'd: 19 Feb 2014
13:48:48
**Interest Register
Amendment Date:** N/A
**Interest Assignment
Date:** N/A
Expiry Date: N/A

Holder:
National Bank of Canada
Sulte 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2
Client #: 129403009
Int. Register #: 119794630

Interest #:
166012556

Builders' Lien

Value: \$94,548.30 CAD
Reg'd: 14 Feb 2014 12:56:54
**Interest Register Amendment
Date:** N/A
**Interest Assignment
Date:** N/A
Expiry Date: N/A

Holder:
Trican Partnership
2900, 645 - 7th Avenue S.W.
Calgary, AB, Canada T2P 4G8
Client #: 129396077
Int. Register #: 119788138

Interest #:
166042829

Mortgage

Value: \$20,000,000.00 CAD
Reg'd: 19 Feb 2014 13:48:48
**Interest Register Amendment
Date:** N/A
**Interest Assignment
Date:** N/A
Expiry Date: N/A

Holder:
National Bank of Canada
Sulte 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2
Client #: 129403009
Int. Register #: 119794573

Interest #:

166043022

Mortgage

Value: \$20,000,000.00 CAD
Reg'd: 19 Feb 2014 13:48:48
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2
Client #: 129403009
Int. Register #: 119794607

Interest #:
166043134

Mortgage

Value: \$20,000,000.00 CAD
Reg'd: 19 Feb 2014 13:48:48
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2
Client #: 129403009
Int. Register #: 119794630

Addresses for Service:

Name

Address

Owner:

DEVON CANADA CORPORATION

2000, 400-3RD AVENUE SW CALGARY, AB, Canada T2P
4H2

Client #: 116626507

Notes:

Parcel Class Code: Mineral

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**Province of Saskatchewan
Land Titles Registry
Title**

Title #: 113673911 **As of:** 19 Feb 2014 14:20:50
Title Status: Active **Last Amendment Date:** 19 Feb 2014 13:48:47.660
Parcel Type: Mineral - All **Issued:** 17 Sep 2002 02:05:32.240
Mineral Value: N/A
Title Value: N/A **Municipality:** RM OF PROGRESS NO. 351
Converted Title: 98MW14435G
Previous Title and/or Abstract #: 98MW14435G

DEVON CANADA CORPORATION is the registered owner of all mines and minerals as referenced on Certificate of Title 98MW14435G in Mineral Parcel #146053762

Reference Land Description: NW Sec 21 Twp 35 Rge 25 W3 Extension 0
As described on Certificate of Title 98MW14435G.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
112960706 CNV Caveat

Value: N/A
Reg'd: 19 Dec 1995 02:39:09
Interest Register Amendment Date: N/A
Interest Assignment Date: 10 Sep 2010 11:11:29
Expiry Date: N/A

Holder:
NORTHERN BLIZZARD RESOURCES INC.
2100, 440- 2ND AVENUE SW
CALGARY, AB, Canada T2P 5E9
Client #: 124156515
Int. Register #: 104456831
Converted Instrument #: 95S48807

Interest #:
112960717 CNV Caveat

Value: N/A
Reg'd: 25 May 1997 02:41:52
Interest Register Amendment Date: N/A

Interest Assignment

Date: 10 Sep 2010 11:11:31

Expiry Date: N/A

Holder:

NORTHERN BLIZZARD RESOURCES INC.
2100, 440- 2ND AVENUE SW
CALGARY, AB, Canada T2P 5E9

Client #: 124156515

Int. Register #: 105096506

Converted Instrument #: 97S12036

Interest #:
136942207

Miscellaneous Interest

Value: N/A

Reg'd: 27 Feb 2007 10:48:06

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

Holder:

GRYPHON PETROLEUM CORP.
1500 1874 SCARTH ST.
REGINA, SK, Canada S4P 4E9

Client #: 120909933

Int. Register #: 112663919

Interest #:
137897746

Miscellaneous Interest

Value: N/A

Reg'd: 01 Jun 2007 10:04:01

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

By virtue of an O & G Prospecting
Agreement dated January 11, 2006,
between Gryphon Petroleum Corp.
and Tarfax Resources Ltd.

Holder:

TARFAX RESOURCES LTD.
600, 105 - 21ST STREET EAST
SASKATOON, SK, Canada S7K 0B3

Client #: 100421064

Int. Register #: 112884059

Interest #:
149442554

Miscellaneous Interest

Value: N/A

Reg'd: 09 Nov 2009 15:37:29

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

PNG Lease with Devon Canada, as
Lessor, and Coast Resources Ltd, as
Lessee dated Sept 10, 2009

Holder:

Coast Resources Ltd.
#203 - 3035 Tutor Drive
Regina, Saskatchewan, Canada S4W 1B5

Client #: 112256096

Int. Register #: 115955938

Interest #:
166042852

Mortgage

Value: \$20,000,000.00
CAD

Reg'd: 19 Feb 2014
13:48:48

**Interest Register
Amendment Date:** N/A

**Interest Assignment
Date:** N/A

Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2

Client #: 129403009

Int. Register #: 119794573

Interest #:
166042841

Mortgage

Value: \$20,000,000.00 CAD

Reg'd: 19 Feb 2014 13:48:48

**Interest Register Amendment
Date:** N/A

**Interest Assignment
Date:** N/A

Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2

Client #: 129403009

Int. Register #: 119794573

Addresses for Service:

Name**Owner:**

DEVON CANADA CORPORATION

Client #: 116626507

Address2000, 400-3RD AVENUE SW CALGARY, AB, Canada T2P
4H2**Notes:**

Parcel Class Code: Mineral

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**Province of Saskatchewan
Land Titles Registry
Title**

Title #: 113673900 **As of:** 19 Feb 2014 14:22:04
Title Status: Active **Last Amendment Date:** 19 Feb 2014 13:48:48.523
Parcel Type: Mineral - All **Issued:** 17 Sep 2002 02:05:19.850
Mineral Value: N/A
Title Value: N/A **Municipality:** RM OF PROGRESS NO. 351
Converted Title: 98MW14435G
Previous Title and/or Abstract #: 98MW14435G

DEVON CANADA CORPORATION is the registered owner of all mines and minerals as referenced on Certificate of Title 98MW14435G in Mineral Parcel #146053751

Reference Land Description: NE Sec 21 Twp 35 Rge 25 W3 Extension 0
As described on Certificate of Title 98MW14435G.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
112960683

CNV Caveat

Value: N/A
Reg'd: 19 Dec 1995 02:39:09
Interest Register Amendment Date: N/A
Interest Assignment Date: 10 Sep 2010 11:11:29
Expiry Date: N/A

Holder:
NORTHERN BLIZZARD RESOURCES INC.
2100, 440- 2ND AVENUE SW
CALGARY, AB, Canada T2P 5E9
Client #: 124156515
Int. Register #: 104456831
Converted Instrument #: 95S48807

Interest #:
112960694

CNV Caveat

Value: N/A
Reg'd: 25 May 1997 02:41:52
Interest Register Amendment Date: N/A

Interest Assignment

Date: 10 Sep 2010 11:11:30

Expiry Date: N/A

Holder:

NORTHERN BLIZZARD RESOURCES INC.

2100, 440- 2ND AVENUE SW

CALGARY, AB, Canada T2P 5E9

Client #: 124156515

Int. Register #: 105096506

Converted Instrument #: 97S12036

Interest #:
136942195

Miscellaneous Interest

Value: N/A

Reg'd: 27 Feb 2007 10:48:06

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

Holder:

GRYPHON PETROLEUM CORP.

1500 1874 SCARTH ST.

REGINA, SK, Canada S4P 4E9

Client #: 120909933

Int. Register #: 112663919

Interest #:
137897757

Miscellaneous Interest

Value: N/A

Reg'd: 01 Jun 2007 10:04:01

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

By virtue of an O & G Prospecting Agreement dated January 11, 2006, between Gryphon Petroleum Corp. and Tarfax Resources Ltd.

Holder:

TARFAX RESOURCES LTD.

600, 105 - 21ST STREET EAST

SASKATOON, SK, Canada S7K 0B3

Client #: 100421064

Int. Register #: 112884059

Interest #:
149442565

Miscellaneous Interest

Value: N/A

Reg'd: 09 Nov 2009 15:37:29

Interest Register Amendment

Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

PNG Lease with Devon Canada, as
Lessor, and Coast Resources Ltd, as
Lessee dated Sept 10, 2009

Holder:

Coast Resources Ltd.
#203 - 3035 Tutor Drive
Regina, Saskatchewan, Canada S4W 1B5

Client #: 112256096

Int. Register #: 115955938

Interest #:
166042874

Mortgage

Value: \$20,000,000.00
CAD

Reg'd: 19 Feb 2014
13:48:48

**Interest Register
Amendment Date:** N/A

**Interest Assignment
Date:** N/A

Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2

Client #: 129403009

Int. Register #: 119794573

Interest #:
166043066

Mortgage

Value: \$20,000,000.00
CAD

Reg'd: 19 Feb 2014
13:48:48

**Interest Register
Amendment Date:** N/A

**Interest Assignment
Date:** N/A

Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2

Client #: 129403009

Int. Register #: 119794607

Interest #:
166043178

Mortgage

Value: \$20,000,000.00
CAD

Reg'd: 19 Feb 2014
13:48:48

**Interest Register
Amendment Date:** N/A
**Interest Assignment
Date:** N/A
Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2
Client #: 129403009
Int. Register #: 119794630

Interest #:
166012545

Builders' Lien

Value: \$31,581.00 CAD
Reg'd: 14 Feb 2014 12:56:53
**Interest Register Amendment
Date:** N/A
**Interest Assignment
Date:** N/A
Expiry Date: N/A

Holder:

Trican Partnership
2900, 645 - 7th Avenue S.W.
Calgary, AB, Canada T2P 4G8
Client #: 129396077
Int. Register #: 119788127

Interest #:
166042863

Mortgage

Value: \$20,000,000.00 CAD
Reg'd: 19 Feb 2014 13:48:48
**Interest Register Amendment
Date:** N/A
**Interest Assignment
Date:** N/A
Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2
Client #: 129403009
Int. Register #: 119794573

Interest #:

166043055

Mortgage

Value: \$20,000,000.00 CAD
Reg'd: 19 Feb 2014 13:48:48
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2
Client #: 129403009
Int. Register #: 119794607

Interest #:
166043167

Mortgage

Value: \$20,000,000.00 CAD
Reg'd: 19 Feb 2014 13:48:48
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2
Client #: 129403009
Int. Register #: 119794630

Addresses for Service:

Name

Address

Owner:

DEVON CANADA CORPORATION

2000, 400-3RD AVENUE SW CALGARY, AB, Canada T2P
4H2

Client #: 116626507

Notes:

Parcel Class Code: Mineral

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**Province of Saskatchewan
Land Titles Registry
Title**

Title #: 114394316 **As of:** 19 Feb 2014 14:23:59
Title Status: Active **Last Amendment Date:** 19 Feb 2014 13:48:48.493
Parcel Type: Mineral - All **Issued:** 29 Sep 2002 03:21:49.607
Mineral Value: N/A
Title Value: N/A **Municipality:** RM OF PROGRESS NO. 351
Converted Title: 99MW00906D
Previous Title and/or Abstract #: 99MW00906D

DEVON CANADA CORPORATION is the registered owner of all mines and minerals as referenced on Certificate of Title 99MW00906D in Mineral Parcel #146403558

Reference Land Description: SW Sec 03 Twp 36 Rge 25 W3 Extension 0
As described on Certificate of Title 99MW00906D.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
138319702

Miscellaneous Interest

Value: N/A
Reg'd: 06 Jul 2007 10:40:51
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Expiry Date: N/A

By virtue of an O & G Prospecting Agreement dated January 11, 2006, between Gryphon Petroleum Corp. and Tarfax Resources Ltd.

Holder:
TARFAX RESOURCES LTD.
600, 105 - 21ST STREET EAST
SASKATOON, SK, Canada S7K 0B3
Client #: 100421064
Int. Register #: 112985826

Interest #:
166012589

Builders' Lien

Value: \$16,173.30 CAD

Reg'd: 14 Feb 2014 12:56:54
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:
Trican Partnership
2900, 645 - 7th Avenue S.W.
Calgary, AB, Canada T2P 4G8
Client #: 129396077
Int. Register #: 119788150

Interest #:
166042885

Mortgage

Value: \$20,000,000.00 CAD
Reg'd: 19 Feb 2014 13:48:48
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:
National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2
Client #: 129403009
Int. Register #: 119794573

Interest #:
166043077

Mortgage

Value: \$20,000,000.00 CAD
Reg'd: 19 Feb 2014 13:48:48
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:
National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2
Client #: 129403009
Int. Register #: 119794607

Interest #:
166043189

Mortgage

Value: \$20,000,000.00 CAD
Reg'd: 19 Feb 2014 13:48:48
Interest Register Amendment
Date: N/A

Interest Assignment

Date: N/A

Expiry Date: N/A

Holder:

National Bank of Canada
Suite 600, 311 - 6th Avenue S.W.
Calgary, AB, Canada T2P 3H2

Client #: 129403009

Int. Register #: 119794630

Addresses for Service:

Name

Address

Owner:

DEVON CANADA CORPORATION

2000, 400-3RD AVENUE SW CALGARY, AB, Canada T2P
4H2

Client #: 116626507

Notes:

Parcel Class Code: Mineral

Back

**Province of Saskatchewan
Land Titles Registry
Title**

Title #: 113674079

As of: 20 Feb 2014 13:14:29

Title Status: Active

Last Amendment Date: 20 Feb 2014 12:46:49.447

Parcel Type: Mineral - All

Issued: 17 Sep 2002 02:06:47.350

Mineral Value: N/A

Title Value: N/A

Municipality: RM OF PROGRESS NO. 351

Converted Title: 98MW14435F

Previous Title and/or Abstract #: 98MW14435F

DEVON CANADA CORPORATION is the registered owner of all mines and minerals as referenced on Certificate of Title 98MW14435F in Mineral Parcel #146053863

Reference Land Description: SW Sec 19 Twp 35 Rge 25 W3 Extension 0
As described on Certificate of Title 98MW14435F.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
166060739

Mortgage

Value: \$20,000,000.00 CAD
Reg'd: 20 Feb 2014 12:46:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Expiry Date: N/A

Holder:
National Bank of Canada
Suite 600, 311 - 6th Avenue SW
Calgary, AB, Canada T2P 3H2
Client #: 129407384
Int. Register #: 119798027

Interest #:
166060863

Mortgage

Value: \$20,000,000.00 CAD
Reg'd: 20 Feb 2014 12:46:49
Interest Register Amendment Date: N/A
Interest Assignment

Date: N/A
Expiry Date: N/A

Holder:
National Bank of Canada
Suite 600, 311 - 6th Avenue SW
Calgary, AB, Canada T2P 3H2
Client #: 129407373
Int. Register #: 119798049

Interest #:
166060874

Mortgage

Value: \$20,000,000.00 CAD
Reg'd: 20 Feb 2014 12:46:49
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:
National Bank of Canada
Suite 600, 311 - 6th Avenue SW
Calgary, AB, Canada T2P 3H2
Client #: 129407373
Int. Register #: 119798050

Addresses for Service:

Name	Address
Owner: DEVON CANADA CORPORATION	2000, 400-3RD AVENUE SW CALGARY, AB, Canada T2P 4H2
Client #: 116626507	

Notes:

Parcel Class Code: Mineral

Back

This is Exhibit "H" referred to in the

Affidavit of Karen Koury

sworn before me, this 8th day

of September, 2015



A Commissioner for taking Affidavits

Form E
(Subsection 50(3) of *The Builders' Lien Act*)

CLAIM OF LIEN

PART A

Name of lien claimant:	Cru Well Servicing Ltd.
Address of lien claimant:	Box 1449, 321 - 2 nd Avenue West Unity, Saskatchewan S0K 4L0
Address for Service of lien claimant:	c/o McDougall Gauley 701 Broadway Avenue PO Box 638 Saskatoon SK S7K 3L7 Attention: Craig Frith
Name of Owner:	Devon Canada Corporation
Claim of lien is made against the estate or interest of:	Devon Canada Corporation and Coast Resources Ltd.
Address of Owner:	2000, 400 - 3 rd Avenue SW Calgary, Alberta T2P 4H2
Name of person for whom services or materials were provided:	Coast Resources Ltd.
Address of person for whom services or materials were provided:	1530 Angus Street Regina, Saskatchewan S4T 1Z1
Name of Assignor:	not applicable
Short description of services or materials that have been provided:	Oil well servicing
Amount claimed as owing in respect of services or materials that have been provided:	\$171,725.44
Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification)	Mineral Parcel #146053773 SE 21-35-25 W3 As described on Certificate of Title 98MW14435G
<u>14/03/14</u> Day/Month/Year	<u>Brent O'Donnell</u> Signature of Lien Claimant/Assignee/Agent

WARNING:

1. Your claim of lien cannot include a claim for interest.
2. *The Builders' Lien Act* prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in a Land Titles Office.

PART B

CANADA)
)
 PROVINCE OF SASKATCHEWAN)
)
 TO WIT:)

AFFIDAVIT OF VERIFICATION

I, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out in the Written Notice of a Lien in Part A are true.

SWORN BEFORE ME at Town of)
 Unity, in the Province of)
 Saskatchewan, this 14 day of March,)
 2014.)

Yvonne Paul)
 A Commissioner for Oaths)
 in and for the Province of Saskatchewan.)
 Being a Solicitor. OR)
 My commission expires: Jan 31/15)

Brent O'Donnell
 Brent O'Donnell

Form F
(Subsection 50(3) of *The Builders' Lien Act*)

CLAIM OF LIEN

PART A

Name of lien claimant: Cru Well Servicing Ltd.

Address of lien claimant: Box 1449, 321—2nd Avenue West
Unity, Saskatchewan S0K 4L0

Address for Service of lien claimant: McDougall Gauley
701 Broadway Avenue
PO Box 638
Saskatoon SK S7K 3L7
Attention: Craig Frith

Name of Owner: William Joseph Holton and Donna Lynn Holton

Claim of lien is made against the estate or interest of: Coast Resources Ltd.

Address of Owner: Box 562 Luseland, Saskatchewan S0L 2A0

Name of person for whom services or materials were provided: Coast Resources Ltd.

Address of person for whom services or materials were provided: 1530 Angus Street
Regina, Saskatchewan S4T 1Z1

Name of Assignor: not applicable

Short description of services or materials that have been provided: Oil well servicing

Amount claimed owing in respect of services or materials that have been provided: \$171,725.44

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification) Surface Parcel #118620097
SE 21-35-25 W3
As described on Certificate of Title 97S42190

14/03/14
Day/Month/Year

Brent O'Donnell
Signature of Lien Claimant/Assignee/Agent

- WARNING:**
- Your claim of lien cannot include a claim for interest.
 - The Builders' Lien Act* prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
 - A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in a Land Titles Office.

PART B

CANADA)
)
 PROVINCE OF SASKATCHEWAN)
)
 TO WIT:)

AFFIDAVIT OF VERIFICATION

I, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out in the Written Notice of a Lien in Part A are true.

SWORN BEFORE ME at Town of)
Unity, in the Province of)
 Saskatchewan, this 14 day of March,)
 2014.)

Yvonne Rose)
 A Commissioner for Oaths)
 in and for the Province of Saskatchewan.)
 Being a Solicitor. OR)
 My commission expires: Jan 31/15)

Brent O'Donnell
 Brent O'Donnell

Form E.
(Subsection 50(3) of *The Builders' Lien Act*)

CLAIM OF LIEN

PART A

Name of lien claimant: Cru Well Servicing Ltd.

Address of lien claimant: Box 1449, 321 -- 2nd Avenue West
Unity, Saskatchewan S0K 4L0

Address for Service of lien claimant: c/o McDougall Gauley
701 Broadway Avenue
PO Box 638
Saskatoon SK S7K 3L7
Attention: Craig Frith

Name of Owner: Devon Canada Corporation

Claim of lien is made against the estate or interest of: Devon Canada Corporation
and Coast Resources Ltd.

Address of Owner: 2000, 400-3rd Avenue SW
Calgary, Alberta T2P 4H2

Name of person for whom services or materials were provided: Coast Resources Ltd.

Address of person for whom services or materials were provided: 1530 Angus Street
Regina, Saskatchewan S4T 1Z1

Name of Assignor: not applicable

Short description of services or materials that have been provided: Oil well servicing

Amount claimed as owing in respect of services or materials that have been provided: \$20,866.25

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification) Mineral Parcel #146053751
NE 21-35-25 W3
As described on Certificate of Title 98MW14435G

14/03/14
Day/Month/Year

Brent O'Donnell
Signature of Lien-Claimant/Assignee/Agent

WARNING:

1. Your claim of lien cannot include a claim for interest.
2. *The Builders' Lien Act* prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in a Land Titles Office.

PART B

CANADA)
)
 PROVINCE OF SASKATCHEWAN)
)
 TO WIT:)

AFFIDAVIT OF VERIFICATION

I, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out in the Written Notice of a Lien in Part A are true.

SWORN BEFORE ME at Town of)
 Unity, in the Province of)
 Saskatchewan, this 14 day of March,)
 2014.)

Hanna Pool)
 A Commissioner for Oaths)
 in and for the Province of Saskatchewan.)
 Being a Solicitor. OR)
 My commission expires: Jan 31/15)

Brent O'Donnell
 Brent O'Donnell

Form E
(Subsection 50(3) of *The Builders' Lien Act*)

CLAIM OF LIEN

PART A

Name of lien claimant: Cru Well Servicing Ltd.

Address of lien claimant: Box 1449, 321 – 2nd Avenue West
Unity, Saskatchewan S0K 4L0

Address for Service of lien claimant: McDougall Gauley
701 Broadway Avenue
PO Box 638
Saskatoon SK S7K 3L7
Attention: Craig Frith

Name of Owner: Sheila Lorraine Beard

Claim of lien is made against the estate or interest of: Coast Resources Ltd.

Address of Owner: General Delivery
Luseland, Saskatchewan S0L 2A0

Name of person for whom services or materials were provided: Coast Resources Ltd.

Address of person for whom services or materials were provided: 1530 Angus Street
Regina, Saskatchewan S4T 1Z1

Name of Assignor: not applicable

Short description of services or materials that have been provided: Oil well servicing

Amount claimed as owing in respect of services or materials that have been provided: \$20,866.25

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification) Surface Parcel #118620110
NE 21-35-25 W3
As described on Certificate of Title 81S22422

14/03/14

Day/Month/Year

Brent O'Donnell

Signature of Lien Claimant/Assignee/Agent

WARNING:

1. Your claim of lien cannot include a claim for interest.
2. *The Builders' Lien Act* prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in a Land Titles Office.

PART B

CANADA)
)
 PROVINCE OF SASKATCHEWAN)
)
 TO WIT:)

AFFIDAVIT OF VERIFICATION

I, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out in the Written Notice of a Lien in Part A are true.

SWORN BEFORE ME at Unity)
Unity in the Province of)
 Saskatchewan, this 14 day of March,)
 2014.)

Yvonne Pool)
 A Commissioner for Oaths)
 in and for the Province of Saskatchewan.)
 Being a Solicitor. OR)
 My commission expires: Jan 31/15)

Brent O'Donnell
 Brent O'Donnell

Form E
(Subsection 50(3) of *The Builders' Lien Act*)

CLAIM OF LIEN

PART A

Name of lien claimant: Cru Well Servicing Ltd.

Address of lien claimant: Box 1449, 321 - 2nd Avenue West
Unity, Saskatchewan S0K 4L0

Address for Service of lien claimant: McDougall Gauley
701 Broadway Avenue
PO Box 638
Saskatoon SK S7K 3L7
Attention: Craig Frith

Name of Owner: Susan Wiens and Gerald Wiens

Claim of lien is made against the estate or interest of: Coast Resources Ltd.

Address of Owner: Box 135 Lockwood, Saskatchewan S0K 2R0

Name of person for whom services or materials were provided: Coast Resources Ltd.

Address of person for whom services or materials were provided: 1530 Angus Street
Regina, Saskatchewan S4T 1Z1

Name of Assignor: not applicable

Short description of services or materials that have been provided: Oil well servicing

Amount claimed as owing in respect of services or materials that have been provided: \$10,760.93

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification) Surfaco Parcel #118604235
NW 22-35-25 W3
As described on Certificate of Title 93902317

14/03/14

Day/Month/Year

Brent O'Donnell

Signature of Lien Claimant/Assignee/Agent

WARNING:

1. Your claim of lien cannot include a claim for interest.
2. *The Builders' Lien Act* prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in a Land Titles Office.

PART B

CANADA)
)
 PROVINCE OF SASKATCHEWAN)
)
 TO WIT:)

AFFIDAVIT OF VERIFICATION

I, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out in the Written Notice of a Lien in Part A are true.

SWORN BEFORE ME at Town of)
 Unity, in the Province of)
 Saskatchewan, this 14 day of March,)
 2014.)

Yvonne Paol)
 A Commissioner for Oaths)
 in and for the Province of Saskatchewan.)
 Being a Solicitor. OR)
 My commission expires: Jan 31/15)

Brent O'Donnell
 Brent O'Donnell

Form E
(Subsection 50(3) of *The Builders' Lien Act*)

Registered & Recorded at
Regina, Sask. on

the 17th day of April
2014 as Document No. 4274

CLAIM OF LIEN

PART A

A. Maxner
Records Officer
Ministry of the Economy

Name of lien claimant: **Cru Well Servicing Ltd.**

Address of lien claimant: **Box 1449, 321 - 2nd Avenue West
Unity, Saskatchewan S0K 4L0**

Address for Service of lien claimant: **McDougall Gauley
701 Broadway Avenue
PO Box 638
Saskatoon SK S7K 3L7
Attention: Craig Frith**

Name of Owner: **Red River Resources Ltd. and
Coast Resources Ltd.**

Claim of lien is made against the estate or interest of: **Coast Resources Ltd.**

Address of Owner: **1530 Angus Street
Regina, Saskatchewan S4T 1Z1**

Name of person for whom services or materials were provided: **Coast Resources Ltd.**

Address of person for whom services or materials were provided: **1530 Angus Street
Regina, Saskatchewan S4T 1Z1**

Name of Assignor: **not applicable**

Short description of services or materials that have been provided: **Oil well servicing**

Amount claimed as owing in respect of services or materials that have been provided: **\$10,760.93**

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification) **NW 22-35-25 W3 PN 53920**

04/04/14
Day/Month/Year

Brent O'Donnell
Signature of Lien Claimant/Assignee/Agent

WARNING:

1. Your claim of lien cannot include a claim for interest.
2. *The Builders' Lien Act* prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in a Land Titles Office.

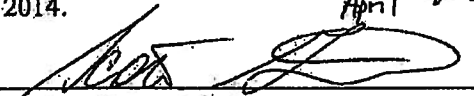
PART B

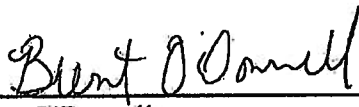
CANADA)
)
 PROVINCE OF SASKATCHEWAN)
)
 TO WIT:)

AFFIDAVIT OF VERIFICATION

I, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out in the Written Notice of a Lien in Part A are true.

SWORN BEFORE ME at)
Unity, in the Province of)
 Saskatchewan, this 4 day of ~~March~~ ^{April} 2014.)


 _____)
 A Commissioner for Oaths)
 in and for the Province of Saskatchewan.)
 Being a Solicitor. OR)
 My commission expires:)


 _____)
 Brent O'Donnell



Expires November 30, 2014

Form E
 (Subsection 50(J) of *The Builders' Lien Act*)

CLAIM OF LIEN

PART A

Name of lien claimant: Cru Well Servicing Ltd.

Address of lien claimant: Box 1449, 321 – 2nd Avenue West
 Unity, Saskatchewan S0K 4L0

Address for Service of lien claimant: McDougall Gauley
 701 Broadway Avenue
 PO Box 638
 Saskatoon SK S7K 3L7
 Attention: Craig Frith

Name of Owner: Max George Magnus and Carla Dolores Magnus

Claim of lien is made against the estate or interest of: Coast Resources Ltd.

Address of Owner: Box 303 Luseland, Saskatchewan S0L 2A0

Name of person for whom services or materials were provided: Coast Resources Ltd.

Address of person for whom services or materials were provided: 1530 Angus Street
 Regina, Saskatchewan S4T 1Z1

Name of Assignor: not applicable

Short description of services or materials that have been provided: Oil well servicing

Amount claimed as owing in respect of services or materials that have been provided: \$21,866.25

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification) Surface Parcel #118614731
 SW 03-36-25 W3
 As described on Certificate of Title 95S01579

14/03/14
 Day/Month/Year

Brent O'Donnell
 Signature of Lien Claimant/Assignee/Agent

WARNING:

1. Your claim of lien cannot include a claim for interest.
2. *The Builders' Lien Act* prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in a Land Titles Office.

PART B

CANADA)
)
 PROVINCE OF SASKATCHEWAN)
)
 TO WIT:)

AFFIDAVIT OF VERIFICATION

I, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out in the Written Notice of a Lien in Part A are true.

SWORN BEFORE ME at Town of)
 Unity, in the Province of)
 Saskatchewan, this 14 day of March,)
 2014.)

Yvonne Pool)
 A Commissioner for Oaths)
 in and for the Province of Saskatchewan.)
 Being a Solicitor. OR)
 My commission expires: Jan 31/15)

Brent O'Donnell
 Brent O'Donnell

BUILDERS' LIEN

**Form E
CLAIM OF LIEN**

(Subsection 50(3) of The Builder's Lien Act)

PART A

Name of lien claimant:	KNC Holdings Ltd.
Address of lien claimant:	Box 339 Luseland, SK S0L 2A0
Address for service: (if different than above)	c/o Robertson Stromberg LLP 600, 105 – 21 st Street East Saskatoon, SK S7K 0B3 Attention: Bill Preston, Q.C.
Name of owner or person believed to be owner:	Coast Resources Ltd.
Claim of lien is made against the estate or interest of:	Coast Resources Ltd.
Address of owner or person believed to be owner:	FTI Consulting Canada Inc. Attention: Brett Wilson Bankers Hall West Tower 1000, 888 – 3 rd Street S.W. Calgary, AB T2P 5C5
Name of person for whom the services or materials have been provided:	Coast Resources Ltd.
Address of person for whom the services or materials have been provided:	FTI Consulting Canada Inc. Attention: Brett Wilson Bankers Hall West Tower 1000, 888 – 3 rd Street S.W. Calgary, AB T2P 5C5
Name of Assignor:	N/A
Short description of the services or materials that have been provided:	Fluids hauling and snow clearance

The amount claimed in respect of services or materials that have been provided:

\$161,073.75

A description of the land: (sufficient for identification purposes)

PNG Lease Interest Register #115955938 against LSDs 1,2, 7, 8, 9 and 10 of E 1/4 21-35-25 W3

LSD 4 of 3-36-25 W3

Crown lease PN53920, LSD 12 of 22-35-25 W3

KNC HOLDINGS LTD.

May 5/14
Day/Month/Year

PER: [Signature]
Signature of Lien Claimant/Assignee/Agent

PART B

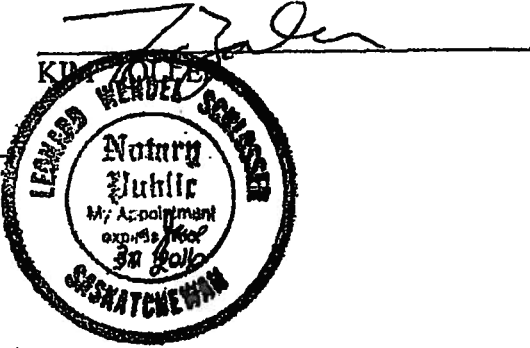
AFFIDAVIT OF VERIFICATION

I, KIM ZOLLER, hereby make oath and say that the facts set out in the claim of lien in Part A are true.

SWORN before me at Luseland, in the Province of Saskatchewan, this 5th day of April, 2014.
[Signature]

A COMMISSIONER FOR OATHS for Saskatchewan.

My commission expires June 30/16



BUILDERS' LIEN

**Form E
CLAIM OF LIEN**

Registered & Recorded at
Regina, Sask. on

the 9th day of May

2014 as Document No. 4276

A. Maxine
Records Officer

(Subsection 50(3) of The Builder's Lien Act) Ministry of the Economy

PART A

Name of lien claimant: KNC Holdings Ltd.

Address of lien claimant: Box 339
Luseland, SK S0L 2A0

**Address for service:
(if different than above)** c/o Robertson Stromberg LLP
600, 105 - 21st Street East
Saskatoon, SK S7K 0B3
Attention: Bill Preston, Q.C.

**Name of owner or person
believed to be owner:** Coast Resources Ltd.

**Claim of lien is made against the
estate or interest of:** Coast Resources Ltd.

**Address of owner or person
believed to be owner:** FTI Consulting Canada Inc.
Attention: Brett Wilson
Bankers Hall West Tower
1000, 888 - 3rd Street S.W.
Calgary, AB T2P 5C5

**Name of person for whom the
services or materials have been
provided:** Coast Resources Ltd.

**Address of person for whom the
services or materials have
been provided:** FTI Consulting Canada Inc.
Attention: Brett Wilson
Bankers Hall West Tower
1000, 888 - 3rd Street S.W.
Calgary, AB T2P 5C5

Name of Assignor: N/A

**Short description of the
services or materials that
have been provided:** Fluids hauling and snow clearance

The amount claimed in respect of services or materials that have been provided:

\$161,073.75

A description of the land: (sufficient for identification purposes)

PNG Lease Interest Register #115955938 against LSDs 1,2, 7, 8, 9 and 10 of E 1/2 21-35-25 W3

LSD 4 of 3-36-25 W3

Crown lease PN53920, LSD 12 of 22-35-25 W3

KNC HOLDINGS LTD.

May 5/14
Day/Month/Year

PER: [Signature]
Signature of Lien Claimant/Assignee/Agent

PART B

AFFIDAVIT OF VERIFICATION

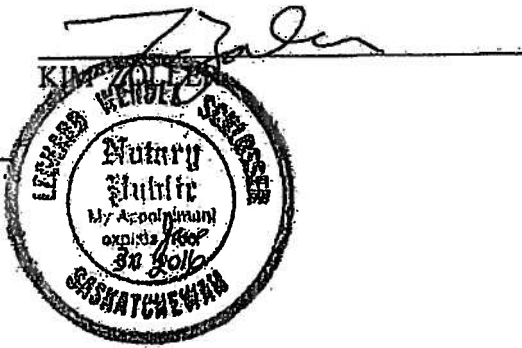
I, KIM ZOLLER, hereby make oath and say that the facts set out in the claim of lien in Part A are true.

SWORN before me at Luseland, in the Province of Saskatchewan, this 5th day of April, 2014.

[Signature]

A COMMISSIONER FOR OATHS for Saskatchewan.

My commission expires June 30/16



SASKATCHEWAN
THE BUILDER'S LIEN ACT
Form E

CLAIM OF LIEN
(Subsection 50(3))

PART A

Name of lien claimant: **TRICAN PARTNERSHIP**

Address of lien claimant: 2900, 645 - 7th Avenue S.W.
Calgary, Alberta
T2P 4G8

Address for Service of lien claimant: 2900, 645 - 7th Avenue S.W.
Calgary, Alberta
T2P 4G8

Name of Owner: **Coast Resources Ltd.**

Claim of lien is made against the estate or interest of:

Coast Resources Ltd.
and all persons holding or owning an estate or interest in the land described below, except
for the interest as the fee simple owner

Address of Owner: 203 - 3035 Tutor Drive
Regina, Saskatchewan
S4W 1B5

Address of Owner's Power of Attorney in Saskatchewan: 1530 Angus Street
Regina, Saskatchewan
S4T 1Z1

Name of person for whom services or materials were provided:

Coast Resources Ltd.

Address of person for whom services or materials were provided:

203 - 3035 Tutor Drive
Regina, Saskatchewan
S4W 1B5

Name of Assignor: **N/A**

Short description of services or materials that have been provided:

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829322, 829525 and 829918, for the oil field facility located on LSD 1-21-35-25-W3M.

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829522, 854056, 856382, 856648 and 856863, for the oil field facility located on LSD 2-21-35-25-W3M.

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829524, 829919, 854301, 854335, 854506, 856217, 856218 and 856647, for the oil field facility located on LSD 7-21-35-25-W3M.

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829183, 829523, 829921 and 856646, for the oil field facility located on LSD 8-21-35-25-W3M.


Amount claimed as owing in respect of services or materials that have been provided:

\$94,548.30

Description of land:

all mines and minerals within, upon or under
the South East Quarter of Section 21, Township, 35, Range 25,
West of the Third Meridian, Saskatchewan
Title #113673922, Mineral Parcel #146053773.

06/02/2014
Day/Month/Year

TRICAN PARTNERSHIP

Signature of Lien Claimant/Assignee/Agent

PART B

I, Paul Mous, of the City of Calgary, in the Province of Alberta, hereby make oath and say that the facts set out in the claim of lien in Part A are true.

SWORN before me at the City of
Calgary, in the Province of Alberta,
this 0 day of February, 2014.

[Signature]

[Signature]

A NOTARY PUBLIC in and
for the Province of Alberta.

G. BRIAN DAVISON Q.C.
BARRISTER & SOLICITOR

My comm. exp. _____

Or Being a Solicitor.

Notary Public must affix Notarial seal.

SASKATCHEWAN
THE BUILDER'S LIEN ACT
Form E

CLAIM OF LIEN
(Subsection 50(3))

PART A

Name of lien claimant: **TRICAN PARTNERSHIP**

Address of lien claimant: 2900, 645 - 7th Avenue S.W.
Calgary, Alberta
T2P 4G8

Address for Service of lien claimant: 2900, 645 - 7th Avenue S.W.
Calgary, Alberta
T2P 4G8

Name of Owner: **Coast Resources Ltd.**

Claim of lien is made against the estate or interest of:

Coast Resources Ltd.
and all persons holding or owning an estate or interest in the land described below, except
for the interest as the fee simple owner

Address of Owner: 203 - 3035 Tutor Drive
Regina, Saskatchewan
S4W 1B5

Address of Owner's Power of Attorney in Saskatchewan: 1530 Angus Street
Regina, Saskatchewan
S4T 1Z1

Name of person for whom services or materials were provided:

Coast Resources Ltd.

Address of person for whom services or materials were provided:

203 - 3035 Tutor Drive
Regina, Saskatchewan
S4W 1B5

Name of Assignor: **N/A**

Short description of services or materials that have been provided:

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829181, 8295213, 854507, 856216, 856381 and 856644, for the oil field facility located on LSD 9-21-35-25-W3M.

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice number 829182, for the oil field facility located on LSD 10-21-35-25-W3M.

Amount claimed as owing in respect of services or materials that have been provided:

\$31,581.00

Description of land:

all mines and minerals within, upon or under
the North East Quarter of Section 21, Township 36, Range 25,
West of the Third Meridian, Saskatchewan
Title #113673900, Mineral Parcel #146053751

06/02/2014
Day/Month/Year

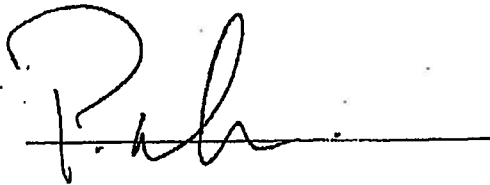
TRICAN PARTNERSHIP


Signature of Lien Claimant/Assignee/Agent

PART B

I, Pam News, of the City of Calgary, in the Province of Alberta, hereby make oath and say that the facts set out in the claim of lien in Part A are true.

SWORN before me at the City of
Calgary, in the Province of Alberta,
this 6 day of February, 2014.





A NOTARY PUBLIC in and
for the Province of Alberta. **G. BRIAN DAVISON Q.C.**
BARRISTER & SOLICITOR

My comm. exp. _____
Of Being a Solicitor.
Notary Public must affix Notarial seal.

SASKATCHEWAN
THE BUILDER'S LIEN ACT
Form E

CLAIM OF LIEN
(Subsection 50(3))

PART A

Registered & Recorded at
Regina, Sask. on

the 14th day of February
2014 as Document No. 4266

Name of lien claimant: **TRICAN PARTNERSHIP**

Address of lien claimant: 2900, 645 - 7th Avenue S.W.
Calgary, Alberta
T2P 4G8

H. Maxner
Records Officer
Ministry of the Economy

Address for Service of lien claimant: 2900, 645 - 7th Avenue S.W.
Calgary, Alberta
T2P 4G8

Name of Owner: **Coast Resources Ltd.**

Claim of lien is made against the estate or interest of:

Coast Resources Ltd.
and all persons holding or owning an estate or interest in the land described below, except
for the interest as the fee simple owner

Address of Owner: 203 - 3035 Tutor Drive
Regina, Saskatchewan
S4W 1B5

Address of Owner's Power of Attorney in Saskatchewan: 1530 Angus Street
Regina, Saskatchewan
S4T 1Z1

Name of person for whom services or materials were provided:

Coast Resources Ltd.

Address of person for whom services or materials were provided:

203 - 3035 Tutor Drive
Regina, Saskatchewan
S4W 1B5

Name of Assignor: **N/A**

Short description of services or materials that have been provided:

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829323 and 829520, for the oil field facility located on 12-22-35-25-W3M.

Amount claimed as owing in respect of services or materials that have been provided:

\$8,613.00

Description of land:

PNG from Surface to Base Bakken formation
in the following lands:
Section 22-35-25-W3M
PN53920

06/02/2014
Day/Month/Year

TRICAN PARTNERSHIP
[Signature]
Signature of Lien Claimant/Assignee/Agent

PART B

I, Paul Mannos, of the City of Calgary, in the Province of Alberta, hereby make oath and say that the facts set out in the claim of lien in Part A are true.

SWORN before me at the City of
Calgary, in the Province of Alberta,
this 6 day of February, 2014,
)
)
)
)
)
)

[Signature]

[Signature]
A NOTARY PUBLIC in and
for the Province of Alberta.
My comm. exp. _____

G. BRIAN DAVISON Q.C.
BARRISTER & SOLICITOR

Or Being a Solicitor.
Notary Public must affix Notarial seal.

SASKATCHEWAN
THE BUILDER'S LIEN ACT
Form E

CLAIM OF LIEN
(Subsection 50(3))

PART A

Name of lien claimant: **TRICAN PARTNERSHIP**

Address of lien claimant: 2900, 645 - 7th Avenue S.W.
Calgary, Alberta
T2P 4G8

Address for Service of lien claimant: 2900, 645 - 7th Avenue S.W.
Calgary, Alberta
T2P 4G8

Name of Owner: Coast Resources Ltd.

Claim of lien is made against the estate or interest of:

Coast Resources Ltd.
and all persons holding or owning an estate or interest in the land described below, except
for the interest as the fee simple owner

Address of Owner: 203 - 3035 Tutor Drive
Regina, Saskatchewan
S4W 1B5

Address of Owner's Power of Attorney in Saskatchewan: 1530 Angus Street
Regina, Saskatchewan
S4T 1Z1

Name of person for whom services or materials were provided:

Coast Resources Ltd.

Address of person for whom services or materials were provided:

203 - 3035 Tutor Drive
Regina, Saskatchewan
S4W 1B5

Name of Assignor: N/A

Short description of services or materials that have been provided:

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829920, 854302, 854508, 856380 and 856645, for the oil field facility located on LSD 4-3-36-25.

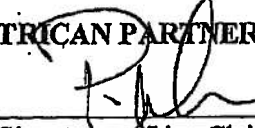
Amount claimed as owing in respect of services or materials that have been provided:

\$16,173.30

Description of land:

all mines and minerals within, upon or under the South West Quarter of Section 3, Township 36, Range 25, West of the Third Meridian, Saskatchewan Title #114394316, Mineral Parcel #146403558

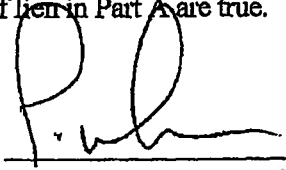
06/02/2014
Day/Month/Year

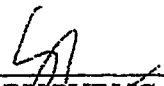
TRICAN PARTNERSHIP

Signature of Lien Claimant/Assignee/Agent

PART B

I, Peter Mann, of the City of Calgary, in the Province of Alberta, hereby make oath and say that the facts set out in the claim of lien in Part A are true.

SWORN before me at the City of Calgary, in the Province of Alberta, this 6 day of February, 2014.




A NOTARY PUBLIC in and for the Province of Alberta.
My comm. exp. _____
Or Being a Solicitor.
Notary Public must affix Notarial seal.

G. BRIAN DAVISON Q.C.
BARRISTER & SOLICITOR



**Information
Services
Corporation**

Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

Use the Begin Attachment Sheet for submissions in both paper format and electronic format (e-mail, e-fax, CD-ROM).

Do not use this Begin Attachment Sheet to separate Application/Request Sheets that do not have supporting documentation.

Example 1:

When submitting a Plan Processing Packet Cover Page with a Plan Processing Request Sheet and a Plan on paper with additional supporting documentation add this Begin Attachment Sheet between the Request Sheet and the Plan. This indicates the end of the request and the beginning of the plan that you have attached. The order for submitting this package would be the Packet Cover Page first, the Request Sheet, the Begin Attachment Sheet, followed by the Plan and other supporting documentation.

Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.

**SASKATCHEWAN
The Builders' Lien Act
Form E
CLAIM OF LIEN
(Subsection 50(3))
Part A**

Name of Lien Claimant: CAL-GAS INC.

Address of Lien Claimant: 255 - 64 Avenue S.E.
CALGARY, Alberta
T2C 2C8

Address for Service of Lien Claimant:

c/o Robertson Moskal Sarsons
Barristers and Solicitors
P.O. Box 1680
LLOYDMINSTER, Saskatchewan S9V 1K6

Name of Owner: DEVON CANADA CORPORATION and all persons holding or
owning an estate or interest in the lands described below

Claim of lien is made against
the estate or interest of:

COAST RESOURCES LTD.

Address of Owner:

2nd Floor, 2035 Tutor Drive, Regina SK S4W 1B5

Name of Person for whom
services or materials were
provided:

COAST RESOURCES LTD.

Address of person for whom
services or materials were
provided:

2nd Floor, 2035 Tutor Drive, Regina, SK S4W 1B5

Name of Assignor:

NOT APPLICABLE

Short Description of services
or materials that have been
provided:

Supply of propane and equipment in connection with the
recovery of hydrocarbons at wellsite(s)

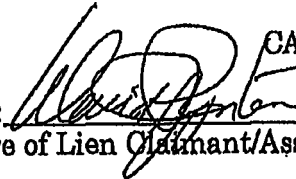
Amount claimed as owing in
respect of services or materials
provided:

\$14,159.92

Description of Land: Mineral Parcel #146053773

Reference Land Description: SE Sec 21 Twp 35- Rge 25 W3 Ext. 0
As described in Certificate of Title 98MW14435G

27 March 2014

Per:  CAL-GAS INC.
Signature of Lien Claimant/Assignee/Agent

WARNING

1. Your claim of lien cannot include a claim for interest.
2. *The Builders' Lien Act* prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

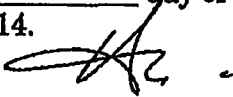
Note: Where an assignee signs, the assignee is the lien claimant for the purposes of completing this form.

Part B

AFFIDAVIT OF VERIFICATION

I, DAVID PYNTEN, of Lloydminster, in the Province of Alberta, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME
at Lloydminster, in the
Province of Alberta this
27th day of March,
2014.



Name: Christopher J. Sarsons
A COMMISSIONER FOR OATHS
in and for the Province of Alberta
Being a Solicitor

I.R. 119872615



AATI



**Information
Services
Corporation**

Begin Attachment Sheet

Instructions

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Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.

**SASKATCHEWAN
The Builders' Lien Act
Form E
CLAIM OF LIEN
(Subsection 50(3))
Part A**

Name of Lien Claimant: CAL-GAS INC.

Address of Lien Claimant: 255 - 64 Avenue S.E.
CALGARY, Alberta
T2C 2C8

Address for Service of Lien Claimant:

c/o Robertson Moskal Sarsons
Barristers and Solicitors
P.O. Box 1680
LLOYDMINSTER, Saskatchewan S9V 1K6

Name of Owner: DEVON CANADA CORPORATION and all persons holding or
owning an estate or interest in the lands described below

**Claim of lien is made against
the estate or interest of:** COAST RESOURCES LTD.

Address of Owner: 2nd Floor, 2035 Tutor Drive, Regina SK S4W 1B5

**Name of Person for whom
services or materials were
provided:** COAST RESOURCES LTD.

**Address of person for whom
services or materials were
provided:** 2nd Floor, 2035 Tutor Drive, Regina, SK S4W 1B5

Name of Assignor: NOT APPLICABLE

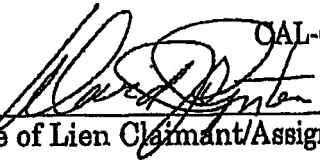
**Short Description of services
or materials that have been
provided:** Supply of propane and equipment in connection with the
recovery of hydrocarbons at wellsite(s)

**Amount claimed as owing in
respect of services or materials
provided:** \$1,252.85

Description of Land: Mineral Parcel #146053773

Reference Land Description: SE Sec 21 Twp 35- Rge 25 W3 Ext. 0
As described in Certificate of Title 98MW14435G

27 March 2014

Per:  CAL-GAS INC.
Signature of Lien Claimant/Assignee/Agent

WARNING

1. Your claim of lien cannot include a claim for interest.
2. *The Builders' Lien Act* prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

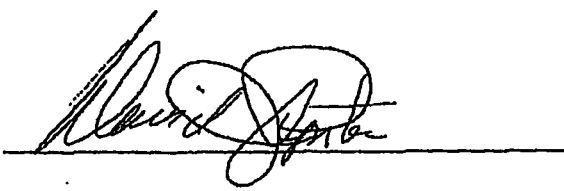
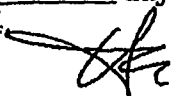
Note: Where an assignee signs, the assignee is the lien claimant for the purposes of completing this form.

Part B

AFFIDAVIT OF VERIFICATION

I, DAVID PYNTEN, of Lloydminster, in the Province of Alberta, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME
at Lloydminster, in the
Province of Alberta this
27th day of March,
2014.



Name: Christopher J. Sarsons
A COMMISSIONER FOR OATHS
in and for the Province of Alberta
Being a Solicitor



**Information
Services
Corporation**

Begin Attachment Sheet

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**SASKATCHEWAN
The Builders' Lien Act
Form E
CLAIM OF LIEN
(Subsection 50(3))
Part A**

Name of Lien Claimant: CAL-GAS INC.

Address of Lien Claimant: 255 - 64 Avenue S.E.
CALGARY, Alberta
T2C 2C8

Address for Service of Lien Claimant:

c/o Robertson Moskal Sarsons
Barristers and Solicitors
P.O. Box 1680
LLOYDMINSTER, Saskatchewan S9V 1K6

Name of Owner: DEVON CANADA CORPORATION and all persons holding or
owning an estate or interest in the lands described below

Claim of lien is made against
the estate or interest of:

COAST RESOURCES LTD.

Address of Owner:

2nd Floor, 2035 Tutor Drive, Regina SK S4W 1B5

Name of Person for whom
services or materials were
provided:

COAST RESOURCES LTD.

Address of person for whom
services or materials were
provided:

2nd Floor, 2035 Tutor Drive, Regina, SK S4W 1B5

Name of Assignor:

NOT APPLICABLE

Short Description of services
or materials that have been
provided:

Supply of propane and equipment in connection with the
recovery of hydrocarbons at wellsite(s)

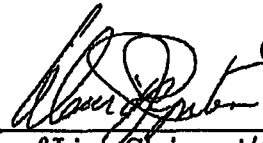
Amount claimed as owing in
respect of services or materials
provided:

\$6,407.38

Description of Land: Mineral Parcel #146053751

Reference Land Description: NE Sec 21 Twp 35- Rge 25 W3 Ext. 0
As described in Certificate of Title 98MW14435G

27 March 2014

Per:  CAL-GAS INC.
Signature of Lien Claimant/Assignee/Agent

WARNING

1. Your claim of lien cannot include a claim for interest.
2. *The Builders' Lien Act* prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

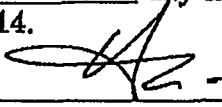
Note: Where an assignee signs, the assignee is the lien claimant for the purposes of completing this form.

Part B

AFFIDAVIT OF VERIFICATION

I, DAVID PYNTEN, of Lloydminster, in the Province of Alberta, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME
at Lloydminster, in the
Province of Alberta this
27th day of March,
2014.



Name: Christopher J. Sarsons
A COMMISSIONER FOR OATHS
in and for the Province of Alberta
Being a Solicitor

SASKATCHEWAN
The Builders' Lien Act
Form E
CLAIM OF LIEN
(Subsection 50(3))
Part A

Name of Lien Claimant: CAL-GAS INC.
Address of Lien Claimant: 4255 - 64 Avenue S.E.
CALGARY, Alberta
T2C 2C8

Registered & Recorded at
Regina, Sask. on
the 2nd day of April
2014 as Document No. 4271
A. Maximer
Records Officer
Ministry of the Economy

Address for Service of Lien Claimant:

c/o Robertson Moskal Sarsons
Barristers and Solicitors
P.O. Box 1680
LLOYDMINSTER, Saskatchewan S9V 1K6

Name of Owner: COAST RESOURCES LTD. and RED RIVER RESOURCES LTD., and all persons holding or owning an estate or interest in the lands described below, except for the interest as the fee simple owner.

Claim of lien is made against the estate or interest of:

COAST RESOURCES LTD.

Address of Owner:

2nd Floor, 3035 Tutor Drive
Regina, Saskatchewan S4W 1B5

Name of Person for whom services or materials were provided:

COAST RESOURCES LTD.

Address of person for whom services or materials were provided:

2nd Floor, 2035 Tutor Drives
Regina, SK S4W 1B5

Name of Assignor:

NOT APPLICABLE

Short Description of services or materials that have been provided:

supply and installation of propane tanks and propane fuel to heat petroleum and for operating oilwell production machinery and equipment at the wellsite.

Amount claimed as owing in respect of services or materials provided:

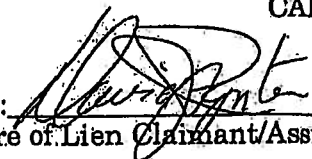
\$3,054.74

Description of Land: All mines and minerals within, upon or under:
Mineral Parcel #146053728
Reference Land Description: NW Sec 22 Twp 35 Rge 25 W3 Extension
0.

Crown Lease #PN53920

MAR 3 1 2014

CAL-GAS INC.

Per: 
Signature of Lien Claimant/Assignee/Agent

WARNING

1. Your claim of lien cannot include a claim for interest.
2. *The Builders' Lien Act* prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

Note: Where an assignee signs, the assignee is the lien claimant for the purposes of completing this form.

Part B

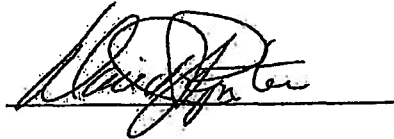
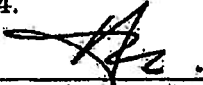
AFFIDAVIT OF VERIFICATION

I, DAVID PYNTEN, of Lloydminster, in the Province of Alberta, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME

At Lloydminster, in the
Province of Alberta this

31 day of MARCH,
2014.



Name: Christopher J. Sarsons
A COMMISSIONER FOR OATHS
in and for the Province of Alberta
Being a Solicitor.



**Information
Services
Corporation**

Begin Attachment Sheet

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Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

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Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.

**SASKATCHEWAN
The Builders' Lien Act
Form E
CLAIM OF LIEN
(Subsection 50(3))
Part A**

Name of Lien Claimant: CAL-GAS INC.

Address of Lien Claimant: Cal-Gas Inc.
4255 - 64 Avenue S.E.
CALGARY, Alberta
T2C 2C8

Address for Service of Lien Claimant:

c/o Robertson Moskal Sarsons
Barristers and Solicitors
P.O. Box 1680
LLOYDMINSTER, Saskatchewan S9V 1K6

Name of Owner: DEVON CANADA CORPORATION and all persons holding or owning an estate or interest in the lands described below, except for the interest as the fee simple owner.

Claim of lien is made against the estate or interest of: COAST RESOURCES LTD.

Address of Owner: 2nd Floor, 2035 Tutor Drive, Regina SK S4W 1B5

Name of Person for whom services or materials were provided: COAST RESOURCES LTD.

Address of person for whom services or materials were provided: 2nd Floor, 2035 Tutor Drive, Regina, SK S4W 1B5

Name of Assignor: NOT APPLICABLE

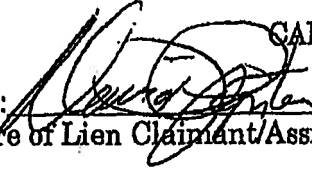
Short Description of services or materials that have been provided: Provide propane and equipment in connection recovery of hydrocarbons at wellsite(s)

Amount claimed as owing in respect of services or materials provided: \$21,176.77

Description of Land: Mineral Parcel #146403558

Reference Land Description: SW Sec 03 Twp 36- Rge 25 W3 Ext. 0
As described in Certificate of Title 98MW00906D

13 March 2014

Per:  CAL-GAS INC.
Signature of Lien Claimant/Assignee/Agent

WARNING

1. Your claim of lien cannot include a claim for interest.
2. *The Builders' Lien Act* prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

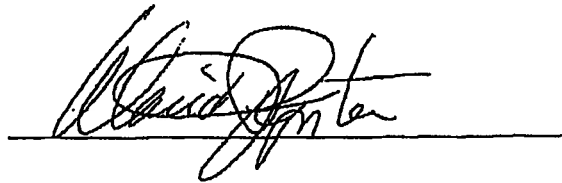
Note: Where an assignee signs, the assignee is the lien claimant for the purposes of completing this form.

Part B

AFFIDAVIT OF VERIFICATION

I, David Pynten of Lloydminster, Alberta, ~~of Madoka, in~~
~~the Province of Saskatchewan,~~ the duly authorized agent for the within named Lien Claimant,
do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME
at Lloydminster, in the
Province of Alberta this
27 day of March,
2014.



Name: Christopher J. Sarsons
A COMMISSIONER FOR OATHS
in and for the Province of Alberta
Being a Solicitor

THE BUILDERS' LIEN ACT
Form E
(Subsection 50(3) of The Builders' Lien Act)

Claim of Lien
PART A

Name of lien claimant:	Baker Hughes Canada Company
Address of lien claimant:	PO Box 1180, Station M Calgary, AB T2P 2K9
Address for service: <i>(leave blank unless different from above):</i>	McKercher LLP 374 - 3 rd Avenue South Saskatoon, SK. S7K 1M5 Attention: Paul Clemens
Name of Owner:	Devon Canada Corporation
Claim of lien is made against the estate or interest of:	Devon Canada Corporation and Coast Resources Ltd.
Address of Owner:	2000, 400 - 3 rd Avenue SW Calgary, AB T2P 4H2
Name of person for whom the services and materials have been provided:	Coast Resources Ltd.
Address of person for whom the services and materials have been provided:	1530 Angus Street Regina, SK. S4T 1Z1
Name of Assignor: <i>(leave blank if claim of lien has not been assigned):</i>	N/A
Short description of the services and materials that have been provided:	Oil well servicing.
Amount claimed in respect of services or materials that have been provided:	\$33,694.31
A description of the land: <i>(sufficient for the purposes of registration or</i>	Mineral Parcel #146053773, S15-21-35-25-W3 as described on Certificate of Title, 9RMW14435Q

where this claim of lien is to be given to the Crown, for purposes of identification):

Baker Hughes Canada Corporation

Per:

15th April, 2014
Day/Month/Year

Signature of Lien Claimant

WARNING:

- 1. Your claim cannot include a claim for interest.
- 2. The Builders' Lien Act prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
- 3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of The Builders' Lien Act and not registered in a Land Titles Office.

Form B

Part B

Affidavit of Verification

I, Albert Lo of the City of Calgary, in the Province of Alberta, hereby make oath and say that the facts set out in the claim of lien in Part A are true.

SWORN before me at the
City of Calgary, in the Province
of Alberta
this 15 day of April, 2014.

ALBERT LO

A Notary Public for the Province of Alberta

My Appointment Expires: _____

OR Being a Solicitor
~~Canadian Citizenship~~
Student-At-Law

THE BUILDERS' LIEN ACT
Form E
(Subsection 50(3) of The Builders' Lien Act)

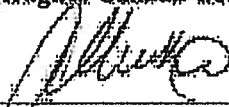
Claim of Lien
PART A

Name of lien claimant:	Baker Hughes Canada Company
Address of lien claimant:	PO Box 1180, Station M Calgary, AB T2P 2K9
Address for service: <i>(leave blank unless different from above)</i>	McKercher LLP 374 - 3 rd Avenue South Saskatoon, SK S7K 1M5 Attention: Paul Clemens
Name of Owner:	William Joseph Holton and Donna Lynn Holton
Claim of lien is made against the estate or interest of:	Coast Resources Ltd.
Address of Owner:	Box 562 Luseland, Saskatchewan, S0L 2A0
Name of person for whom the services and materials have been provided:	Coast Resources Ltd.
Address of person for whom the services and materials have been provided:	1530 Angus Street Regina, SK S4T 1Z1
Name of Assignor: <i>(leave blank if claim of lien has not been assigned)</i>	N/A
Short description of the services and materials that have been provided:	Oil well servicing.
Amount claimed in respect of services or materials that have been provided:	\$33,694.01
A description of the land: <i>(sufficient for the purposes of registration or, where this claim of lien is to be given to the</i>	Surface Parcel #118620097, SE-21-35-25-W3 as described on Certificate of Title, 98MW14435G

Crown, (for purposes of identification):

Baker Hughes Canada Corporation

Per:



Signature of Lien Claimant

15 April 2014
Day/Month/Year

WARNING:

1. Your claim cannot include a claim for interest.
2. The Builders' Lien Act prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of The Builders' Lien Act and not registered in a Land Titles Office.

Form E

Part B

Affidavit of Verification

I, Albert Lo, of the City of Calgary, in the Province of Alberta, hereby make oath and say that the facts set out in the claim of lien in Part A are true.

SWORN before me at the
City of Calgary, in the Province
of Alberta,
this 15 day of April, 2014.



ALBERT LO

A Notary Public for the Province of Alberta.

My Appointment Expires: _____

OR Being a Solicitor

~~Notary Public~~

Student-At-Law



**Information
Services
Corporation**

Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

Use the Begin Attachment Sheet for submissions in both paper format and electronic format (e-mail, e-fax, CD-ROM).

Do not use this Begin Attachment Sheet to separate Application/Request Sheets that do not have supporting documentation.

Example 1:

When submitting a Plan Processing Packet Cover Page with a Plan Processing Request Sheet and a Plan on paper with additional supporting documentation add this Begin Attachment Sheet between the Request Sheet and the Plan. This indicates the end of the request and the beginning of the plan that you have attached. The order for submitting this package would be the Packet Cover Page first, the Request Sheet, the Begin Attachment Sheet, followed by the Plan and other supporting documentation.

Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.

**SASKATCHEWAN
The Builders' Lien Act
Form E
CLAIM OF LIEN
(Subsection 50(3))
Part A**

Name of Lien Claimant: **ROUNDED ENERGY SERVICES LTD.**

Address of Lien Claimant: **P.O. Box 808
Macklin, Saskatchewan S0L 2C0**

Address for Service of Lien Claimant:

**c/o Robertson Moskal Sarsons
Barristers and Solicitors
P.O. Box 1680
LLOYDMINSTER, Saskatchewan S9V 1K6**

Name of Owner: **DEVON CANADA CORPORATION and all persons holding or
owning an estate or interest in the lands described below, except
for the interest as the fee simple owner.**

**Claim of lien is made against
the estate or interest of:** **COAST RESOURCES LTD.**

Address of Owner: **2nd Floor, 2035 Tutor Drive, Regina SK S4W 1B5**

**Name of Person for whom
services or materials were
provided:** **COAST RESOURCES LTD.**

**Address of person for whom
services or materials were
provided:** **2nd Floor, 2035 Tutor Drive, Regina, SK S4W 1B5**

Name of Assignor: **NOT APPLICABLE**

**Short Description of services
or materials that have been
provided:** **Spot units, rig in, surface coil rod and rig out in connection
recovery of hydrocarbons at wellsite(s)**

**Amount claimed as owing in
respect of services or materials
provided:** **\$18,846.88**

Description of Land: Mineral Parcel #146053773

Reference Land Description: SE Sec 21 Twp 35- Rge 25 W3 Ext. 0
As described in Certificate of Title 98MW14435G

13 March 2014

ROUNDED ENERGY SERVICES LTD.

Per: 
Signature of Lien Claimant/Assignee/Agent

WARNING

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3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

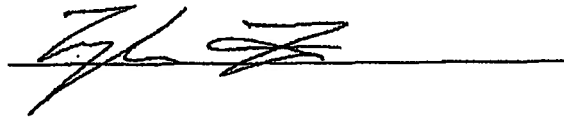
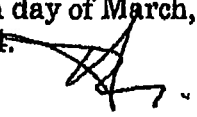
Note: Where an assignee signs, the assignee is the lien claimant for the purposes of completing this form.

Part B

AFFIDAVIT OF VERIFICATION

I, TYLER GRANT FORSETH, of Macklin, in the Province of Saskatchewan, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME
at Macklin, in the
Province of Saskatchewan this
13th day of March,
2014.



Name: Christopher J. Sarsons
A COMMISSIONER FOR OATHS
in and for the Province of Alberta
Being a Solicitor.



**Information
Services
Corporation**

Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

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Example 1:

When submitting a Plan Processing Packet Cover Page with a Plan Processing Request Sheet and a Plan on paper with additional supporting documentation add this Begin Attachment Sheet between the Request Sheet and the Plan. This indicates the end of the request and the beginning of the plan that you have attached. The order for submitting this package would be the Packet Cover Page first, the Request Sheet, the Begin Attachment Sheet, followed by the Plan and other supporting documentation.

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When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.

**SASKATCHEWAN
The Builders' Lien Act
Form E
CLAIM OF LIEN
(Subsection 50(3))
Part A**

Name of Lien Claimant: **ROUNDED ENERGY SERVICES LTD.**

Address of Lien Claimant: **P.O. Box 808
Macklin, Saskatchewan S0L 2C0**

Address for Service of Lien Claimant:

**c/o Robertson Moskal Sarsons
Barristers and Solicitors
P.O. Box 1680
LLOYDMINSTER, Saskatchewan S9V 1K6**

Name of Owner: **DONNA LYNN HOLTON and WILLIAM JOSEPH HOLTON
and all persons holding or owning an estate or interest in the
lands described below, except for the interest as the fee simple
owner.**

**Claim of lien is made against
the estate or interest of:** **COAST RESOURCES LTD.**

Address of Owner: **2nd Floor, 2035 Tutor Drive, Regina SK S4W 1B5**

**Name of Person for whom
services or materials were
provided:** **COAST RESOURCES LTD.**

**Address of person for whom
services or materials were
provided:** **2nd Floor, 2035 Tutor Drive, Regina, SK S4W 1B5**

Name of Assignor: **NOT APPLICABLE**

**Short Description of services
or materials that have been
provided:** **Spot units, rig in, surface coil rod and rig out in connection
recovery of hydrocarbons at wellsite(s)**

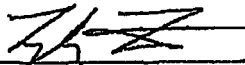
**Amount claimed as owing in
respect of services or materials
provided:** **\$13,846.88**

Description of Land: Surface Parcel #118620097

Reference Land Description: SE Sec 21 Twp 35- Rge 25 W3 Ext. 0
As described in Certificate of Title 97S42190

13 March 2014

ROUNDED ENERGY SERVICES LTD.

Per: 
Signature of Lien Claimant/Assignee/Agent

WARNING

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3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

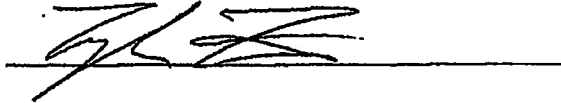
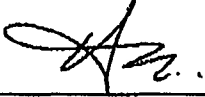
Note: Where an assignee signs, the assignee is the lien claimant for the purposes of completing this form.

Part B

AFFIDAVIT OF VERIFICATION

I, TYLER GRANT FORSETH, of Macklin, in the Province of Saskatchewan, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME
at Macklin, in the
Province of Saskatchewan this
13th day of March,
2014.



Name: Christopher J. Sarsons
A COMMISSIONER FOR OATHS
in and for the Province of Alberta
Being a Solicitor.

**SASKATCHEWAN
The Builders' Lien Act
Form E
CLAIM OF LIEN
(Subsection 50(3))
Part A**

Name of Lien Claimant: **ROUNDED ENERGY SERVICES LTD.**

Address of Lien Claimant: **P.O. Box 808
Macklin, Saskatchewan S0L 2C0**

Address for Service of Lien Claimant:

**c/o Robertson Moskal Sarsons
Barristers and Solicitors
P.O. Box 1680
LLOYDMINSTER, Saskatchewan S9V 1K6**

Name of Owner: **COAST RESOURCES LTD. and RED RIVER RESOURCES LTD., and all persons holding or owning an estate or interest in the lands described below, except for the interest as the fee simple owner.**

Claim of lien is made against the estate or interest of:

COAST RESOURCES LTD.

Address of Owner:

**2nd Floor, 3035 Tutor Drive
Regina, Saskatchewan S4W 1B5**

Name of Person for whom services or materials were provided:

COAST RESOURCES LTD.

Address of person for whom services or materials were provided:

**2nd Floor, 2035 Tutor Drives
Regina, SK S4W 1B5**

Name of Assignor:

NOT APPLICABLE

Short Description of services or materials that have been provided:

Spot unit, rig in, surface coiled rod, rig out

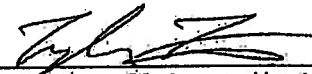
Amount claimed as owing in respect of services or materials provided:

\$1,890.00

Description of Land: All mines and minerals within, upon or under:
Mineral Parcel #146053728
Reference Land Description: NW Sec 22 Twp 35 Rge 25 W3 Extension
0.
Crown Lease #PN53920

13 March 2014

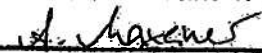
ROUNDED ENERGY SERVICES LTD.

Per: 
Signature of Lien Claimant/Assignee/Agent

WARNING

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3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

Note: Where an assignee signs, the assignee is the lien claimant for the purposes of completing this form.

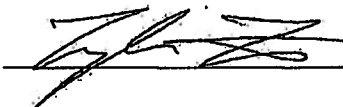
Registered & Recorded at
Regina, Sask. on
the 20th day of March
2014 as Document No. 4270

Records Officer
Ministry of the Economy

Part B

AFFIDAVIT OF VERIFICATION

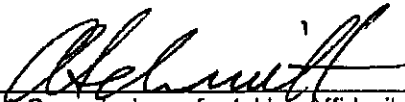
I, TYLER GRANT FORSETH, of Macklin, in the Province of Saskatchewan, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME
at Macklin, in the
Province of Saskatchewan this
13th day of March,
2014



Name: Christopher J. Sarsons
A COMMISSIONER FOR OATHS
in and for the Province of Alberta
Being a Solicitor.

This is Exhibit "I" referred to in the
Affidavit of Karen Koury
sworn before me, this 8th day
of September, 2015


A Commissioner for taking Affidavits

Mineral Lease Property Report

General
M00079
Status: ACTIVE
Lse: PNG
Area: SK GLEN EWEN Acq'd: DEC-07-2009
Fh/Cr: CR PNG6315 Termin
Min.Int: 100.000000
Zone:

Dates
Lease: DEC-07-2009
Effective: APR-01-2010
Expiry: MAR-31-2015

Rental Info
Gross \$: \$450.42
Net \$: \$0.00
Date: APR-01-2011
Freq: ANNUAL
Paid By: LANE LAND SERV Our Share: \$105,261.00
Method: CROWN SALE

Acquisition
Bonus: \$105,261.00
Rent & Fee: \$0.00
Total: \$105,261.00
Our %: 100.000000

Summary Acreages (Gross/Net)
Total: H 128.690000 / 0.000000
Expose: H 128.690000 / 0.000000
Dev: H 321.725000 / 0.000000
Prod: H A 321.725000 / 0.000000
UnDev: H 128.690000 / 0.000000
NonProd: H 128.690000 / 0.000000
Prod: H A 321.725000 / 0.000000

Split **Status** **Acquired** **Extension** **Expired** **Terminated** **Operator** **Accounting Code** **Rental %** **Interest Type** **Prod** **AMI** **ROFR**
 1 ACTIVE 101033165 SASK. 70057 100.000000 WM NP N N

Lands / Rights / Wells
 TWP 2-RGE 1-W2M W28
 PNG from SURFACE to TOP PRECAMBRIAN

Interests
 (Active WI & Rental) WI
 100.000000 101033165 SASKATCHEWAN LTD. [101033165 SASK.]
 100.000000 Total

Royalties
Type **% of Prod** **Convertibility / Take-in-Kind** **Acreage (Gross/Net)**
 LSR 100.000000 Non-Convertible, Not TIK Total: H 128.690000 / 0.000000 Expose: H 128.690000 / 0.000000
 100.0% of all products, CROWN DEDUCTIONS A 321.725000 / 0.000000 A 321.725000 / 0.000000
Receivers **Payors**
 100.000000 SIR 100.000000 101033165 SASK. Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000
 UnDev: H 128.690000 / 0.000000 NonProd: H 128.690000 / 0.000000
 A 321.725000 / 0.000000 A 321.725000 / 0.000000

Lessor
 SIR SASKATCHEWAN INDUSTRY AND RESOURCES **Rental %** 100.000000 **Rental \$** 450.42 **Address** 2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7
Depository Address 2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7

General **Dates** **Rental Info** **Acquisition** **Summary Acreages (Gross/Net)**
M00111 Lease: DEC-05-2011 Gross \$: \$226.63 Bonus: \$126,327.25 Total: H 64.750000 / 0.000000 Expose: H 64.750000 / 0.000000
 Effective: APR-01-2012 Net \$: \$0.00 Rent & Fee: \$0.00 A 161.875000 / 0.000000 A 161.875000 / 0.000000
 Expiry: MAR-31-2017 Date: APR-01-2012 Total: \$126,327.25 Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000
 Acq'd: DEC-05-2011 Freq: ANNUAL Our %: 100.000000 A 0.000000 / 0.000000 A 0.000000 / 0.000000
 Termin Paid By: LANE LAND SERVICES Method: CROWN SALE UnDev: H 64.750000 / 0.000000 NonProd: H 64.750000 / 0.000000
 Min.Int: 100.000000 Zone:

Split	Status	Acquired	Extension	Expired	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE					101033165 SASK.	70057	100.000000	WI	NP	N	N

Lands / Rights / Wells
 TWP 2-RGE 1-W2M SE29
 HERITAGE & ENVIRONMENTALLY SENSITIVE
 PNG from SURFACE to TOP PRECAMBRIAN
 Royalties

Type	% of Prod	Convertibility / Take-in-Kind	Acreage (Gross/Net)	Total: H	64.750000 /	0.000000	Expose: H	64.750000 /	0.000000
LSR	100.000000	Non-Convertible, Not TIK	A 161.875000 /	A	161.875000 /	0.000000	A	161.875000 /	0.000000
100.0% of all products, CROWN DEDUCTIONS									
Receivers			Dev: H 0.000000 /	A	0.000000 /	0.000000	Prod: H	0.000000 /	0.000000
100.000000	SIR		UnDev: H 64.750000 /	A	64.750000 /	0.000000	NonProd: H	64.750000 /	0.000000

Lessors
 SIR SASKATCHEWAN INDUSTRY AND RESOURCES Rental % 100.000000 Rental \$ 226.63
 2101 SCARTH STREET Address 2101 SCARTH STREET
 REGINA REGINA
 SASKATCHEWAN SASKATCHEWAN
 S4P 3V7 S4P 3V7

M00021
General
Status: ACTIVE
Lease: FEB-11-1997
Effective: APR-01-1997
Expiry: MAR-31-2002
Area: SK GLEN EWEN Acq'd: FEB-11-1997
Fh/Cr: CR PN39696
Min.Int: 100.000000
Zone:

Rental Info
Gross \$: \$226.63
Net \$: \$0.00
Date: APR-01-1998
Freq: Annual
Paid By: 101033165 SASK.Our Share:
Method: CROWN SALE

Acquisition
Bonus: \$226.63
Rent & Fee: \$0.00
Total: \$226.63

Summary Acreages (Gross/Net)
Total: H 64.750000 / 0.000000
Expose: H 129.500000 / 0.000000
Dev: H 64.750000 / 0.000000
Prod: H 0.000000 / 0.000000
UnDev: H 0.000000 / 0.000000
NonProd: H 64.750000 / 0.000000
Total: A 161.875000 / 0.000000
Expose: A 323.750000 / 0.000000
Dev: A 64.750000 / 0.000000
Prod: A 0.000000 / 0.000000
UnDev: A 0.000000 / 0.000000
NonProd: A 64.750000 / 0.000000

Split
1 ACTIVE HBP 2014-03-31 101033165 SASK. 80002 0.000000 WI P
Accounting Code: 80002
Interest Type: WI
Prod: P
AMI: AMI
ROFR: true

Lands / Rights / Wells
TWP 2-RGE 1-W2M NW29
(Active WI & Rental) WORKING INTEREST [C00022 : 1]
 PNG from SURFACE to BASE MIDALE BEDS
 WITHIN LSD 11 & 12-29-02-01W2
 PNG from SURFACE to BASE FROBISHER ALIDA
 WITHIN LSD 13 & 14-29-02-01W2
 141/13-29-002-01-W2/00 SWD

Acreage (Gross/Net)
Total: H 0.000000 / 0.000000
Expose: H 64.750000 / 0.000000
Dev: H 0.000000 / 0.000000
Prod: H 0.000000 / 0.000000
UnDev: H 0.000000 / 0.000000
NonProd: H 0.000000 / 0.000000
Total: A 0.000000 / 0.000000
Expose: A 161.875000 / 0.000000
Dev: A 0.000000 / 0.000000
Prod: A 0.000000 / 0.000000
UnDev: A 0.000000 / 0.000000
NonProd: A 0.000000 / 0.000000

Royalties
100.0% of all products, CROWN DEDUCTIONS
Receivers
 100.000000 SIR 92.000000 101033165 SASK.
 8.000000 RED RIVER

Split
2 ACTIVE SECTION 53 2014-03-31 101033165 SASK. 70004 100.000000 WI P
Accounting Code: 70004
Interest Type: WI
Prod: P
AMI: AMI
ROFR: true

Lands / Rights / Wells
TWP 2-RGE 1-W2M NW29
(Active WI & Rental) WI [C00021 : 1]
 WELLBORE ONLY
 PNG from SURFACE to BASE FROBISHER ALIDA
 141/14-29-002-01-W2/00 OIL

Acreage (Gross/Net)
Total: H 64.750000 / 0.000000
Expose: H 64.750000 / 0.000000
Dev: H 64.750000 / 0.000000
Prod: H 0.000000 / 0.000000
UnDev: H 0.000000 / 0.000000
NonProd: H 0.000000 / 0.000000
Total: A 0.000000 / 0.000000
Expose: A 161.875000 / 0.000000
Dev: A 64.750000 / 0.000000
Prod: A 0.000000 / 0.000000
UnDev: A 0.000000 / 0.000000
NonProd: A 64.750000 / 0.000000

Royalties
5.0% of all products, SIMILAR TO CROWN DEDUCTIONS
Receivers
 50.000000 LIGHTSTREAM R.P. 30.000000 BOULDER
 50.000000 FRANK R. LEE 70.000000 101033165 SASK.
GOR [C00026 : 1] 29.000000 Non-Convertible, Not TIK

Split
1 ACTIVE HBP 2014-03-31 101033165 SASK. 80002 0.000000 WI P
Accounting Code: 80002
Interest Type: WI
Prod: P
AMI: AMI
ROFR: true

Lands / Rights / Wells
TWP 2-RGE 1-W2M NW29
(Active WI & Rental) WI [C00021 : 1]
 WELLBORE ONLY
 PNG from SURFACE to BASE FROBISHER ALIDA
 141/14-29-002-01-W2/00 OIL

Acreage (Gross/Net)
Total: H 64.750000 / 0.000000
Expose: H 64.750000 / 0.000000
Dev: H 64.750000 / 0.000000
Prod: H 0.000000 / 0.000000
UnDev: H 0.000000 / 0.000000
NonProd: H 0.000000 / 0.000000
Total: A 0.000000 / 0.000000
Expose: A 161.875000 / 0.000000
Dev: A 64.750000 / 0.000000
Prod: A 0.000000 / 0.000000
UnDev: A 0.000000 / 0.000000
NonProd: A 64.750000 / 0.000000

Royalties
5.0% of all products, SIMILAR TO CROWN DEDUCTIONS
Receivers
 72.410000 LIGHTSTREAM R.P. 62.000000 101033165 SASK.
 27.590000 UNITED 30.000000 BOULDER
 8.000000 RED RIVER

Royalties

Royalties Type	% of Prod	Convertibility / Take-in-Kind
LSR	100.000000	Non-Convertible, Not TIK
100.0% of all products, CROWN DEDUCTIONS		
Receivers		Payors
100.000000	SIR	8.000000 RED RIVER
		62.000000 10103316S SASK.
		30.000000 BOULDER

Lessor	Address	Address	Depository Address
SIR	SASKATCHEWAN INDUSTRY AND RESOURCES	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7
		Rental %	Rental \$
		100.000000	226.63

General
M00085
Status: ACTIVE **Lease:** JUN-07-2010 **Gross \$:** \$225.96 **Bonus:** \$56,991.00 **Total:** H 64,560,000 / 0.000000 **Expose:** H 64,560,000 / 0.000000
Lee: PNG **Effective:** APR-01-2011 **Net \$:** \$0.00 **Rent & Fee:** \$56,991.00 **Dev:** H 161,400,000 / 0.000000 **Prod:** H 161,400,000 / 0.000000
Area: SK GLEN EWEN **Acq'd:** JUN-07-2010 **Date:** APR-01-2011 **Total:** \$56,991.00 **UnDev:** H 64,560,000 / 0.000000 **NonProd:** H 64,560,000 / 0.000000
Fh/Cr: CR PN64252 **Termin** **Freq:** ANNUAL **Our %:** 100.000000 **UnDev:** H 64,560,000 / 0.000000 **NonProd:** H 64,560,000 / 0.000000
Min.Int: 100.000000 **Method:** CROWN SALE **Accounting Code:** 70057 **Rental %:** 100.000000 **Interest Type:** WI **Prod:** NP **AMI:** ROFR
Zone: 1 **Split:** ACTIVE **Acquired:** **Extended Expiry:** **Terminated:** **Operator:** 101033165 SASK. **70057** **NP** **N** **N**

Lands / Rights / Wells
TWP 2-RGE 1-W2M SE30
PNG from SURFACE to TOP PRECAMBRIAN
Royalties
Type % of Prod Convertibility / Take-in-Kind Acreage (Gross/Net) Total: H 64,560,000 / 0.000000 Expose: H 64,560,000 / 0.000000
LSR 100.000000 Non-Convertible, Not TIK 100.000000 A 161,400,000 / 0.000000 A 161,400,000 / 0.000000
Receivers 100.000000 SIR 100.000000 101033165 SASK. Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000
Payors 100.000000 101033165 SASK. UnDev: H 64,560,000 / 0.000000 NonProd: H 64,560,000 / 0.000000
A 161,400,000 / 0.000000 A 161,400,000 / 0.000000

Lessors
SIR **Address:** 2101 SCARTH STREET **Depository Address:** 2101 SCARTH STREET
REGINA REGINA
SASKATCHEWAN SASKATCHEWAN
S4P 3V7 S4P 3V7

General
M00086
 Status: ACTIVE
 Lse: PNG
 Area: SK GLEN EWEN
 Fh/Cr: CR PN64253
 Min.Int: 100.000000
 Zone:

Dates
 Lease: JUN-07-2010
 Effective: APR-01-2011
 Expiry: MAR-31-2016
 Acq'd: JUN-07-2010
 Termin:

Rental Info
 Gross \$: \$226.03
 Net \$: \$0.00
 Date: APR-01-2011
 Freq: ANNUAL
 Paid By: LANE LAND SERVICES
 Method: CROWN SALE

Acquisition
 Bonus: \$226.03
 Rent & Fee: \$0.00
 Total: \$226.03
 Our %:

Summary Acreages (Gross/Net)
 Total: H 64,580,000 / 0.000000
 Dev: H 161,450,000 / 0.000000
 A 161,450,000 / 0.000000
 UnDev: H 64,580,000 / 0.000000
 A 161,450,000 / 0.000000

Split
 1 ACTIVE

Lands / Rights / Wells
 TWP 2-RGE 1-W2M SW30
 PNG from SURFACE to TOP PRECAMBRIAN
 Royalties

Interests
 (Active WI & Rental) WI
 100.000000 101033165 SASKATCHEWAN L.T.D. [101033165 SASK.]
 100.000000 Total

Acreage (Gross/Net)
 Total: H 64,580,000 / 0.000000
 A 161,450,000 / 0.000000
 Dev: H 161,450,000 / 0.000000
 A 161,450,000 / 0.000000
 UnDev: H 64,580,000 / 0.000000
 A 161,450,000 / 0.000000

LSR
 100.0% of all products, CROWN DEDUCTIONS
Receivers
 100.000000 SIR

Payors
 100.000000 101033165 SASK

Convertibility / Take-in-Kind
 Non-Convertible, Not TIK

Rental %
 100.000000

Rental \$
 226.03

Address
 2101 SCARTH STREET
 REGINA
 SASKATCHEWAN
 S4P 3V7

Depository Address
 2101 SCARTH STREET
 REGINA
 SASKATCHEWAN
 S4P 3V7

AM I ROFR
 N N

M00016

General	Dates	Rental Info	Acquisition	Summary Acreages (Gross/Net)
Status: ACTIVE	Lease: AUG-13-2012	Gross \$: \$915.01	Bonus: \$915.01	Total: H 261.430000 / 177.772000 Expose: H 261.430000 / 177.772000
Lease: PNG	Effective: APR-01-2013	Net \$: \$622.21	Rent & Fee: \$622.21	A 653.575000 / 444.431000 A 653.575000 / 444.431000
Area: SK HOOSIER	Expiry: MAR-31-2018	Date: APR-01-2013	Total: APR-01-2013	Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000
Fh/Cr: CR PN67492	Acq'd: AUG-13-2012	Freq: Annual	Our %: Annual	A 0.000000 / 0.000000 A 0.000000 / 0.000000
Min.Int: 100.000000	Termin	Paid By: COAST	Our Share: COAST	UnDev: H 261.430000 / 177.772000 NonProd: H 261.430000 / 177.772000
Zone:	Method: CROWN SALE			A 653.575000 / 444.431000 A 653.575000 / 444.431000

Split	Status	Acquired	Extension	Expired	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE					COAST	70077	100.000000	WI	NP		

Lands / Rights / Wells

TWP 33-RGE 27-W3M 2

PNG from BASE MANNVILLE to TOP PRECAMBRIAN

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
GOR [C00004 : 1]	68.000000	Non-Convertible, Not TIK
2.0% of all products, SIMILIAR TO CROWN		

Receivers

100.000000	MCHARG	100.000000	COAST
LSR	100.000000	Non-Convertible, Not TIK	

100.0% of all products, CROWN DEDUCTIONS

Receivers

100.000000	SIR		
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Payors	10.000000	FEDIRKO
	5.000000	VIEWFIELD
	68.000000	COAST
	10.000000	MCHARG
	5.000000	COAST SERV
	2.000000	1135868

Acreage (Gross/Net)	Total: H	261.430000 / 177.772400	Expose: H	261.430000 / 177.772400
	A	653.575000 / 444.431000	A	653.575000 / 444.431000
Dev: H	0.000000 / 0.000000	Prod: H	0.000000 / 0.000000	
A	0.000000 / 0.000000	A	0.000000 / 0.000000	
UnDev: H	261.430000 / 177.772400	NonProd: H	261.430000 / 177.772400	
A	653.575000 / 444.431000	A	653.575000 / 444.431000	

Lessor	Address	Depository Address
SIR	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7

M00101
General
Status: ACTIVE
Lse: PNG
Area: SK HOOSIER
Fh/Cr: CR PN65396
Min.Int: 100.000000
Zone:

Dates
Lease: FEB-07-2011
Effective: APR-01-2011
Expiry: MAR-31-2016
Acq'd: FEB-07-2011
Termin

Rental Info
Gross \$: \$906.50
Net \$: \$618.41
Date: APR-01-2012
Freq: Annual
Paid By: LANE LAND SER'Our Share:
Method: CROWN SALE

Acquisition
Bonus: \$161,797.00
Rent & Fee: \$0.00
Total: \$161,797.00
Our %: 100.000000

Summary Acreages (Gross/Net)
Total: H 259.000000 / 176.120000
Expose: H 259.000000 / 176.120000
Dev: H 0.000000 / 0.000000
Prod: H 0.000000 / 0.000000
UnDev: H 259.000000 / 176.120000
NonProd: H 259.000000 / 176.120000
A 647.500000 / 440.300000

Split
Status ACTIVE
Acquired 1
Extended 1
Expiry COAST
Terminated COAST
Operator COAST
Accounting Code 70077
Rental % 100.000000
Interest Type WI
Prod NP
AMI NP
ROFR NP

Lands / Rights / Wells
TWP 33-RGE 27-W3M 11
PNG from SURFACE to BASE PRECAMBRIAN
Royalties
Type % of Prod
LSR 100.000000
100.0% of all products, CROWN DEDUCTIONS
Receivers
100.000000 SIR
5.000000 COAST SERV
68.000000 COAST
2.000000 1135868
10.000000 FEDIRKO
5.000000 VIEWFIELD
10.000000 MCHARG
Non-Convertible, Not TIK

GOR [C00004 : 2] 68.000000
2.0% of all products, SIMILIAR TO CROWN
Receivers
100.000000 MCHARG
100.000000 COAST
Non-Convertible, Not TIK

Lessors
SIR SASKATCHEWAN INDUSTRY AND RESOURCES
Address 2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7
Rental \$ 906.50
Rental % 100.000000
Depository Address 2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7

Payors
5.000000 COAST SERV
68.000000 COAST
2.000000 1135868
10.000000 FEDIRKO
5.000000 VIEWFIELD
10.000000 MCHARG
Non-Convertible, Not TIK

Receivers
100.000000 SIR
5.000000 COAST SERV
68.000000 COAST
2.000000 1135868
10.000000 FEDIRKO
5.000000 VIEWFIELD
10.000000 MCHARG
Non-Convertible, Not TIK

Acreage (Gross/Net)
Total: H 259.000000 / 176.120000
Expose: H 259.000000 / 176.120000
Dev: H 0.000000 / 0.000000
Prod: H 0.000000 / 0.000000
UnDev: H 259.000000 / 176.120000
NonProd: H 259.000000 / 176.120000
A 647.500000 / 440.300000

General
M00112
 Status: ACTIVE Lease: FEB-06-2012 Gross \$: \$906.50 Bonus: \$161,064.33 Total: H 259,000,000 / 176,120,000 Expose: H 259,000,000 / 176,120,000
 Lse: PNG Effective: APR-01-2012 Net \$: \$616.41 Rent & Fee: \$0.00 A 647,500,000 / 440,300,000 A 647,500,000 / 440,300,000
 Area: SK HOOSIER Acq'd: FEB-06-2012 Date: APR-01-2012 Total: \$161,064.33 Dev: H 0,000,000 / 0,000,000 Prod: H 0,000,000 / 0,000,000
 Fw/Cr: CR PN66875 Termin Annual Freq: Annual Our %: 100,000,000 A 0,000,000 / 0,000,000 A 0,000,000 / 0,000,000
 Min.Int: 100,000,000 Paid By: LANE LAND SER\Our Share: \$161,064.33 UnDev: H 259,000,000 / 176,120,000 NonProd: H 259,000,000 / 176,120,000
 Zone: Method: CROWN SALE A 647,500,000 / 440,300,000 A 647,500,000 / 440,300,000

Rental Info
 Gross \$: \$906.50 Bonus: \$161,064.33
 Net \$: \$616.41 Rent & Fee: \$0.00
 Date: APR-01-2012 Total: \$161,064.33
 Freq: Annual Our %: 100,000,000
 Paid By: LANE LAND SER\Our Share: \$161,064.33
 Method: CROWN SALE

Acquisition
 Operator: COAST
 Terminated: COAST

Summary Acreages (Gross/Net)
 Total: H 259,000,000 / 176,120,000 Expose: H 259,000,000 / 176,120,000
 Dev: H 0,000,000 / 0,000,000 Prod: H 0,000,000 / 0,000,000
 UnDev: H 259,000,000 / 176,120,000 NonProd: H 259,000,000 / 176,120,000
 A 647,500,000 / 440,300,000 A 647,500,000 / 440,300,000

Split
 1 ACTIVE 2012-02-06
 Accounting Code: 70089
 Interest Type: NP
 Interest %: 100.000000 WI

Lands / Rights / Wells
 TW33-RGE 27-W3M 12
 HERITAGE SENSITIVE
 PNG from SURFACE to BASE PRECAMBRIAN
 101/07-12-033-27W3/00 D&A
 Royalties
 Type % of Prod Convertibility / Take-in-Kind
 GOR [C00004 : 3] 68.000000 Non-Convertible, Not TIK
 2.0% of all products, SIMILIAR TO CROWN

Payors
 100,000,000 MCHARG 100,000,000 COAST
 100.0% of all products, CROWN DEDUCTIONS
Receivers
 100,000,000 SIR 10,000,000 MCHARG
 2,000,000 1135868
 5,000,000 COAST SERV
 10,000,000 VIEWFIELD
 68,000,000 FEDIRKO
 100,000,000 COAST

Acreage (Gross/Net)
 Total: H 259,000,000 / 176,120,000 Expose: H 259,000,000 / 176,120,000
 Dev: H 0,000,000 / 0,000,000 Prod: H 0,000,000 / 0,000,000
 UnDev: H 259,000,000 / 176,120,000 NonProd: H 259,000,000 / 176,120,000
 A 647,500,000 / 440,300,000 A 647,500,000 / 440,300,000

Lessors
 SIR SASKATCHEWAN INDUSTRY AND RESOURCES
 Address: 2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7
 Rental \$: 906.50
 Rental %: 100.000000

Depository Address
 2101 SCARTH STREET
 REGINA
 SASKATCHEWAN
 S4P 3V7

M00102
General
Status: ACTIVE **Lease:** FEB-07-2011 **Gross \$:** \$142,569.00 **Summary Acreages (Gross/Net)**
Lse: PNG **Effective:** APR-01-2011 **Net \$:** \$0.00 **Total:** H 259.000000 / 176.120000 **Expose:** H 259.000000 / 176.120000
Area: SK HOOSIER **Expiry:** MAR-31-2016 **Date:** APR-01-2012 **Dev:** H 0.000000 / 0.000000 **A** 647.500000 / 440.300000 **Prod:** H 0.000000 / 0.000000
Fh/Cr: CR PN65397 **Acq'd:** FEB-07-2011 **Freq:** Annual **Our %:** **UnDev:** H 259.000000 / 176.120000 **NonProd:** H 259.000000 / 176.120000
Min.Int: 100.000000 **Termin** **Paid By:** LANE LAND SER\Our Share: **Method:** CROWN SALE **Accounting Code** 70077 **Rental %** 100.000000 **Interest Type** WI **Prod** NP **AMI** ROFR
Zone:

Split	Status	Acquired	Extension	Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE					COAST	70077	100.000000	WI	NP		

Lands / Rights / Wells
 TMP 33-RGE 27-W3M 13
 PNG from SURFACE to BASE PRECAMBRIAN
Royalties

Type	% of Prod	Convertibility / Take-in-Kind
GOR [C00004 : 4]	68.000000	Non-Convertible, Not TIK
2.0% of all products, SIMILAR TO CROWN		

Receivers

100.000000	MCHARG	100.000000	COAST
Payors			
100.000000 COAST			
100.0% of all products, CROWN DEDUCTIONS			
Receivers			
100.000000	SIR	68.000000	COAST
Payors			
68.000000 COAST			
2.000000 1135868			
5.000000 COAST SERV			
10.000000 MCHARG			
10.000000 FEDIRKO			
5.000000 VIEWFIELD			

Acquirement

Total:	H	259.000000 /	176.120000	Expose:	H	259.000000 /	176.120000
Acreage (Gross/Net)							
A 647.500000 / 440.300000							
Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000							
A 0.000000 / 0.000000 A 0.000000 / 0.000000							
UnDev: H 259.000000 / 176.120000 NonProd: H 259.000000 / 176.120000							
A 647.500000 / 440.300000 A 647.500000 / 440.300000							

Interests
 (Active WI & Rental) WI
 5.000000 COAST SERVICES INC. [COAST SERV]
 5.000000 VIEWFIELD OIL & GAS LTD. [VIEWFIELD]
 10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]
 10.000000 MCHARG VENTURES INC. [MCHARG]
 2.000000 1135868 AB INC. [1135868]
 68.000000 COAST RESOURCES LTD. [COAST]
 100.000000 Total

Lessor	Address	Depository Address
SIR	SASKATCHEWAN INDUSTRY AND RESOURCES	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7

General
M00070
Status: ACTIVE
Lease: OCT-05-2009
Effective: APR-01-2010
Expiration: MAR-31-2015
Area: SK ONWARD
Fh/Cr: CR PN63150
Min.Int: 100.000000
Zone:

Rental Info
Gross \$: \$900.83
Net \$: \$900.83
Date: APR-01-2011
Freq: Annual
Paid By: COAST
Method: CROWN SALE

Acquisition
Bonus: \$900.83
Rent & Fee: \$900.83
Total: \$1,801.66

Dates
Lease: OCT-05-2009
Effective: APR-01-2010
Expiration: MAR-31-2015
Area: SK ONWARD
Fh/Cr: CR PN63150
Min.Int: 100.000000
Zone:

Summary Acreages (Gross/Net)
Total: H 257.380000 / 257.380000
Expose: H 257.380000 / 257.380000
Prod: H 0.000000 / 0.000000
NonProd: H 257.380000 / 257.380000
UnDev: H 257.380000 / 257.380000
Method: CROWN SALE

Accounting Code 70063
Rental % 100.000000
Interest Type WI
Prod NP
AMI ROFR

Interests
RENTAL
100.000000 COAST RESOURCES LTD. [COAST]
100.000000 Total
(Active WI & Rental) WI.
100.000000 COAST RESOURCES LTD. [COAST]
100.000000 Total
Acreage (Gross/Net)
Total: H 257.380000 / 257.380000
Expose: H 257.380000 / 257.380000
Prod: H 0.000000 / 0.000000
NonProd: H 257.380000 / 257.380000
UnDev: H 257.380000 / 257.380000

Lessor
SIR
SASKATCHEWAN INDUSTRY AND RESOURCES
Address 2101 SCARTH STREET
REGINA
SASKATCHEWAN
S4P 3V7
Rental \$ 900.83
Rental % 100.000000

Depository Address
2101 SCARTH STREET
REGINA
SASKATCHEWAN
S4P 3V7

M00087

General	Dates	Rental Info	Acquisition	Summary Acreages (Gross/Net)
Status: ACTIVE	Lease: AUG-09-2010	Gross \$: \$906.50	Bonus:	Total: H 259.000000 / 176.120000
Lse: PNG	Effective: APR-01-2011	Net \$: \$616.41	Rent & Fee:	Expose: H 259.000000 / 176.120000
Area: SK LUSELAND	Expiry: MAR-31-2016	Date: APR-01-2012	Total:	A 647.500000 / 440.300000
FH/Cr: CR PNG4589	Acq'd: AUG-09-2010	Freq: Annual	Our %:	Dev: H 0.000000 / 0.000000
Min.Int: 100.000000	Termin	Paid By: COAST	Our Share:	Prod: H 0.000000 / 0.000000
Zone:		Method: CROWN SALE	UnDev: H 259.000000 / 176.120000	A 0.000000 / 0.000000
			A 647.500000 / 440.300000	NonProd: H 259.000000 / 176.120000
				A 647.500000 / 440.300000

Split	Status	Acquired	Extension	Expired	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE					COAST	70049	100.000000	WI	NP		
Lands / Rights / Wells												
TWP 35-RGE 25-W3M NE18,W18,18 (LSD 2,7,8)												
PNG from BASE MANNVILLE to TOP PRECAMBRIAN												
Royalties												
Type	% of Prod	Convertibility / Take-in-Kind										
GOR [C00004 : 7]	88.000000	Non-Convertible, Not TIK										
2.0% of all products, SIMILAR TO CROWN												
Receivers												
100.000000	MCHARG	100.000000	COAST									
LSR	100.000000	Non-Convertible, Not TIK										
100.0% of all products, CROWN DEDUCTIONS												
Receivers												
100.000000	SIR	100.000000	COAST									
Total: H 242.812500 / 165.112500												
Expose: H 242.812500 / 165.112500												
A 607.031250 / 412.781250												
Dev: H 0.000000 / 0.000000												
Prod: H 0.000000 / 0.000000												
UnDev: H 242.812500 / 165.112500												
NonProd: H 242.812500 / 165.112500												
A 607.031250 / 412.781250												
Acreage (Gross/Net)												
100.000000 Total												

Interests
(Active WI & Rental) WI
88.000000 COAST RESOURCES LTD. [COAST]
5.000000 VIEWFIELD OIL & GAS LTD. [VIEWFIELD]
5.000000 COAST SERVICES INC. [COAST SERV]
10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]
10.000000 MCHARG VENTURES INC. [MCHARG]
2.000000 1135868 AB INC. [1135868]
100.000000 Total

Split	Status	Acquired	Extension	Expired	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
2	ACTIVE					COAST	70049	0.000000	WI	NP		
Lands / Rights / Wells												
TWP 35-RGE 25-W3M 18 (LSD 1)												
PNG from BASE BAKKEN to TOP PRECAMBRIAN												
Royalties												
Type	% of Prod	Convertibility / Take-in-Kind										
LSR	100.000000	Non-Convertible, Not TIK										
100.0% of all products, CROWN DEDUCTIONS												
Receivers												
100.000000	SIR	100.000000	COAST									
GOR [C00004 : 7]	68.000000	Non-Convertible, Not TIK										
2.0% of all products, SIMILAR TO CROWN												
Receivers												
100.000000	MCHARG	100.000000	COAST									
Total: H 16.187500 / 11.007500												
Expose: H 16.187500 / 11.007500												
A 40.468750 / 27.518750												
Dev: H 0.000000 / 0.000000												
Prod: H 0.000000 / 0.000000												
UnDev: H 16.187500 / 11.007500												
NonProd: H 16.187500 / 11.007500												
A 40.468750 / 27.518750												
Acreage (Gross/Net)												
100.000000 Total												

Lessors

Address	Rental %	Rental \$	Address	Depository Address

M00098

General	Dates	Rental Info	Acquisition	Summary Acreages (Gross/Net)
Status: ACTIVE	Lease: NOV-01-2010	Gross \$: \$15,000.00	Bonus: \$0.00	Total: H 129.496000 / 97.446000
Lse: PNG	Effective: NOV-01-2010	Net \$: \$0.00	Rent & Fee: \$0.00	Expose: H 129.496000 / 97.446000
Area: SK LUSELAND	Expiry: OCT-31-2011	Date: NOV-01-2011	Total: \$15,000.00	Prod: H 129.496000 / 97.446000
FH/Cr: FH DEVON M293-Termin	Acq'd: NOV-01-2010	Freq: N/A	Our %: 100.000000	NonProd: H 0.000000 / 0.000000
Min.Int: 100.000000	Acquired: COAST	Paid By: COAST	Our Share: \$15,000.00	UnDev: H 0.000000 / 0.000000
Zone: BAKKEN	Extended Expiry: 4000-10-31	Operator: COAST	Method: FREEHOLD	A 0.000000 / 0.000000
Split	Status	Acquired	Extension	Accounting Code
1	ACTIVE			100.000000 WI
				Prod P
				AMI AMI
				ROFR ROFR

Lands / Rights / Wells

TWP 35-RGE 25-W3M 21 (LSD 8,9)

PNG from TOP BAKKEN to BASE BAKKEN

141/08-21-035-25-W3/00 OIL

121/09-21-035-25-W3/00 OIL

Royalties

Type	% of Prod	Convertibility / Take-in-Kind	Acreage (Gross/Net)
LSR	100.000000	Non-Convertible, Not TIK	Total: H 32.375000 / 24.928750
17.5% of all products, NO DEDUCTIONS ALLOWED			Expose: H 32.375000 / 24.928750
Receivers			A 80.937500 / 62.321875
100.000000	DEVON CANADA	COAST	Dev: H 32.375000 / 24.928750
		FEDIRKO	Prod: H 32.375000 / 24.928750
		VIEWFIELD	UnDev: H 0.000000 / 0.000000
			A 80.937500 / 62.321875
			NonProd: H 0.000000 / 0.000000
			A 0.000000 / 0.000000
			Prod A 0.000000 / 0.000000
			AMI AMI
			ROFR ROFR

Split

2	ACTIVE			70083,70086,7008	0.000000 WI	Prod NP	AMI AMI	ROFR ROFR
				Accounting Code	Rental %	Interest Type	Prod	AMI
				70083,70086,7008	0.000000	WI	NP	ROFR

Lands / Rights / Wells

TWP 35-RGE 25-W3M 21 (LSD 1,2)

PNG from BASE MCLAREN SS to BASEMENT

EXCL. PNG from TOP BAKKEN to BASE BAKKEN

Royalties

Type	% of Prod	Convertibility / Take-in-Kind	Acreage (Gross/Net)
GOR	58.000000	Non-Convertible, Not TIK	Total: H 58.000000 / 20.000000
2.0% of all products, SIMILAR TO CROWN			Expose: H 58.000000 / 20.000000
Receivers			A 58.000000 / 20.000000
100.000000	MCHARG	COAST	Dev: H 58.000000 / 20.000000
		COAST	Prod: H 58.000000 / 20.000000
		VIEWFIELD	UnDev: H 0.000000 / 0.000000
			A 58.000000 / 20.000000
			NonProd: H 0.000000 / 0.000000
			A 0.000000 / 0.000000
			Prod A 0.000000 / 0.000000
			AMI AMI
			ROFR ROFR

Split

3	ACTIVE			70059/70060	0.000000 WI	Prod NP	AMI AMI	ROFR ROFR
				Accounting Code	Rental %	Interest Type	Prod	AMI
				70059/70060	0.000000	WI	NP	ROFR

Lands / Rights / Wells

TWP 35-RGE 25-W3M 21 (LSD 1,2)

PNG from BASE MCLAREN SS to BASEMENT

EXCL. PNG from TOP BAKKEN to BASE BAKKEN

Royalties

Type	% of Prod	Convertibility / Take-in-Kind	Acreage (Gross/Net)
GOR	58.000000	Non-Convertible, Not TIK	Total: H 10.000000 / 10.000000
2.0% of all products, SIMILAR TO CROWN			Expose: H 10.000000 / 10.000000
Receivers			A 10.000000 / 10.000000
100.000000	DEVON CANADA	COAST	Dev: H 10.000000 / 10.000000
		COAST	Prod: H 10.000000 / 10.000000
		VIEWFIELD	UnDev: H 0.000000 / 0.000000
			A 10.000000 / 10.000000
			NonProd: H 0.000000 / 0.000000
			A 0.000000 / 0.000000
			Prod A 0.000000 / 0.000000
			AMI AMI
			ROFR ROFR

Lands / Rights / Wells		Interests	
Split	Status	Accounting Code	Interest Type
4	ACTIVE	70072	WI
TWP 35-RGE 25-W3M 21 (LSD 8,9) PNG from BASE MCLAREN SS to BASE PRECAMBRIAN EXCL. PNG from TOP BAKKEN to BASE BAKKEN			
Royalties		Total	
Type	% of Prod	Expose:	AMI ROFR
GOR [C00004 : 19]	77.000000	H	0.000000 / 0.000000
2.0% of all products, SIMILAR TO CROWN			
Receivers		Total	
100.000000	MCHARG	A	0.000000 / 0.000000
100.000000 COAST			
LSR		Total	
100.000000	100.000000	Dev:H	0.000000 / 0.000000
17.5% of all products, NO DEDUCTIONS			
Receivers		Total	
100.000000	DEVON CANADA	A	0.000000 / 0.000000
3.000000 FEDIRKO			
20.000000 VIEWFIELD			
77.000000 COAST			

Lands / Rights / Wells		Interests	
Split	Status	Accounting Code	Interest Type
4	ACTIVE	70072	WI
TWP 35-RGE 25-W3M 21 (LSD 7) PNG from TOP BAKKEN to BASE BAKKEN 11/07-21-035-25-W3/00 OIL			
Royalties		Total	
Type	% of Prod	Expose:	AMI ROFR
LSR	100.000000	H	32.374000 / 25.251720
17.5% of all products, NO DEDUCTIONS			
Receivers		Total	
100.000000	DEVON CANADA	A	80.935000 / 63.129300
2.000000 1135868			
78.000000 COAST			
5.000000 COAST SERV			
5.000000 VIEWFIELD			
10.000000 FEDIRKO			

Lands / Rights / Wells		Interests	
Split	Status	Accounting Code	Interest Type
5	ACTIVE	70071	WI
TWP 35-RGE 25-W3M 21 (LSD 10,15,16) PNG from BASE MCLAREN SS to BASE PRECAMBRIAN EXCL. PNG from TOP BAKKEN to BASE BAKKEN			
Royalties		Total	
Type	% of Prod	Expose:	AMI ROFR
LSR	100.000000	H	32.374000 / 25.251720
17.5% of all products, NO DEDUCTIONS			
Receivers		Total	
100.000000	DEVON CANADA	A	80.935000 / 63.129300
2.000000 1135868			
78.000000 COAST			
5.000000 COAST SERV			
5.000000 VIEWFIELD			
10.000000 FEDIRKO			

Royalties		Convertibility / Take-in-Kind		Acreage (Gross/Net)	
Type	% of Prod	Non-Convertible, Not TIK	Expose:	H	0.000000 /
LSR	100.000000		A	0.000000 /	0.000000 /
17.5% of all products, NO DEDUCTIONS					
Receivers					
100.000000	DEVON CANADA		Dev:H	0.000000 /	0.000000 /
			UnDev:H	0.000000 /	0.000000 /
			A	0.000000 /	0.000000 /
			Prod:H	0.000000 /	0.000000 /
			NonProd:H	0.000000 /	0.000000 /
			A	0.000000 /	0.000000 /

GOR [C00004 : 8]		Convertibility / Take-in-Kind		Acreage (Gross/Net)	
Type	% of Prod	Non-Convertible, Not TIK	Expose:	H	0.000000 /
2.0% of all products, SIMILAR TO CROWN					
Receivers					
100.000000	MCHARG		Dev:H	0.000000 /	0.000000 /
			UnDev:H	0.000000 /	0.000000 /
			A	0.000000 /	0.000000 /
			Prod:H	0.000000 /	0.000000 /
			NonProd:H	0.000000 /	0.000000 /
			A	0.000000 /	0.000000 /

Lands / Rights / Wells		Convertibility / Take-in-Kind		Acreage (Gross/Net)	
Type	% of Prod	Non-Convertible, Not TIK	Expose:	H	0.000000 /
17.5% of all products, UNKNOWN					
Receivers					
100.000000	DEVON CANADA		Dev:H	0.000000 /	0.000000 /
			UnDev:H	0.000000 /	0.000000 /
			A	0.000000 /	0.000000 /
			Prod:H	0.000000 /	0.000000 /
			NonProd:H	0.000000 /	0.000000 /
			A	0.000000 /	0.000000 /

Lands / Rights / Wells		Convertibility / Take-in-Kind		Acreage (Gross/Net)	
Type	% of Prod	Non-Convertible, Not TIK	Expose:	H	0.000000 /
17.5% of all products, UNKNOWN					
Receivers					
100.000000	DEVON CANADA		Dev:H	0.000000 /	0.000000 /
			UnDev:H	0.000000 /	0.000000 /
			A	0.000000 /	0.000000 /
			Prod:H	0.000000 /	0.000000 /
			NonProd:H	0.000000 /	0.000000 /
			A	0.000000 /	0.000000 /

Lands / Rights / Wells		Convertibility / Take-in-Kind		Acreage (Gross/Net)	
Type	% of Prod	Non-Convertible, Not TIK	Expose:	H	0.000000 /
17.5% of all products, UNKNOWN					
Receivers					
100.000000	DEVON CANADA		Dev:H	0.000000 /	0.000000 /
			UnDev:H	0.000000 /	0.000000 /
			A	0.000000 /	0.000000 /
			Prod:H	0.000000 /	0.000000 /
			NonProd:H	0.000000 /	0.000000 /
			A	0.000000 /	0.000000 /

Lands / Rights / Wells		Convertibility / Take-in-Kind		Acreage (Gross/Net)	
Type	% of Prod	Non-Convertible, Not TIK	Expose:	H	0.000000 /
17.5% of all products, UNKNOWN					
Receivers					
100.000000	DEVON CANADA		Dev:H	0.000000 /	0.000000 /
			UnDev:H	0.000000 /	0.000000 /
			A	0.000000 /	0.000000 /
			Prod:H	0.000000 /	0.000000 /
			NonProd:H	0.000000 /	0.000000 /
			A	0.000000 /	0.000000 /

Royalties
 Type % of Prod Convertibility / Take-in-Kind
 LSR 100.000000 Non-Convertible, Not TIK
 17.5% of all products, UNKNOWN
 Receivers
 100.000000 DEVON CANADA
 Payers
 5.000000 VIEWFIELD
 68.000000 COAST
 10.000000 FEDIRKO
 10.000000 MCHARG
 2.000000 1135868
 5.000000 COAST SERV

5.000000 COAST SERVICES INC. [COAST SERV]
 10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]
 100.000000 Total
 Acreage (Gross/Net)
 Total:H 0.000000/ 0.000000 Expose: H 0.000000/ 0.000000
 A 0.000000/ 0.000000 A 0.000000/ 0.000000
 Dev:H 0.000000/ 0.000000 Prod:H 0.000000/ 0.000000
 A 0.000000/ 0.000000 A 0.000000/ 0.000000
 UnDev:H 0.000000/ 0.000000 NonProd:H 0.000000/ 0.000000
 A 0.000000/ 0.000000 A 0.000000/ 0.000000

Split Status Acquired Extension Expired Operator
 8 ACTIVE 4000-10-31 COAST

Lands / Rights / Wells
 TWP 35-RGE 25-W3M 21 (LSD 7)
 PNG from BASE MCLAREN SS to BASE PRECAMBRIAN
 EXCL. PNG from TOP BAKKEN to BASE BAKKEN

Royalties
 Type % of Prod Convertibility / Take-in-Kind
 LSR 100.000000 Non-Convertible, Not TIK
 17.5% of all products, NO DEDUCTIONS
 Receivers
 100.000000 DEVON CANADA
 Payers
 5.000000 VIEWFIELD
 2.000000 1135868
 78.000000 COAST
 5.000000 COAST SERV
 10.000000 FEDIRKO

5.000000 COAST SERVICES INC. [COAST SERV]
 10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]
 5.000000 COAST SERVICES INC. [COAST SERV]
 78.000000 COAST RESOURCES LTD. [COAST]
 2.000000 1135868 AB INC. [1135868]
 100.000000 Total
 Acreage (Gross/Net)
 Total:H 0.000000/ 0.000000 Expose: H 0.000000/ 0.000000
 A 0.000000/ 0.000000 A 0.000000/ 0.000000
 Dev:H 0.000000/ 0.000000 Prod:H 0.000000/ 0.000000
 A 0.000000/ 0.000000 A 0.000000/ 0.000000
 UnDev:H 0.000000/ 0.000000 NonProd:H 0.000000/ 0.000000
 A 0.000000/ 0.000000 A 0.000000/ 0.000000

GOR [C00004 : 8] 78.000000
 2.0% of all products, SIMILAR TO CROWN
 Receivers
 100.000000 MCHARG
 Payers
 100.000000 COAST

Split Status Acquired Extension Expired Operator
 9 ACTIVE 4000-10-31 COAST

Lands / Rights / Wells
 TWP 35-RGE 25-W3M 21 (LSD 1.2)
 PNG from TOP BAKKEN to BASE BAKKEN
 10/10/21-035-25-W3/02 OIL
 10/10/2-21-035-25-W3/00 OIL
 11/10/2-21-035-25-W3/00 ABD
 Royalties
 Type % of Prod Convertibility / Take-in-Kind
 2.000000 1135868 AB INC. [1135868]
 100.000000 Total

10.000000 VIEWFIELD OIL & GAS LTD. [VIEWFIELD]
 58.000000 COAST RESOURCES LTD. [COAST]
 20.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]
 10.000000 COAST SERVICES INC. [COAST SERV]
 2.000000 1135868 AB INC. [1135868]
 100.000000 Total
 Accounting Code Rental % Interest Type Prod AMI ROFR
 70083,70086,70087 0.000000 W P

Royalties

Type	% of Prod	Convertibility / Take-in-Kind	Acreage (Gross/Net)	
LSR	100.000000	Non-Convertible, Not TIK	Total: H	16.187000 / 9.388460
17.5% of all products, NO DEDUCTIONS			Expose: H	16.187000 / 9.388460
Receivers			Dev: H	16.187000 / 9.388460
100.000000	DEVON CANADA	Payors	UnDev: H	0.000000 / 0.000000
		10.000000	Prod: H	16.187000 / 9.388460
		2.000000	NonProd: H	0.000000 / 0.000000
		58.000000	A	0.000000 / 0.000000
		20.000000	A	0.000000 / 0.000000
		10.000000	A	0.000000 / 0.000000
			A	0.000000 / 0.000000

Lessor
 DEVON CANADA DEVON CANADA Address Depository Address
 Attn: LAND MANAGER P.O. BOX 1448, STATION M
 P.O. BOX 1448, STATION M CALGARY, ALBERTA
 CALGARY, ALBERTA T2P 1L6
 T2P 1L6

General M00058
Dates Lease: AUG-10-2004 Gross \$: \$56.65 Bonus: \$0.00
 Effective: APR-01-2005 Net \$: \$21.24 Rent & Fee: \$0.00
 Expiry: MAR-31-2010 Date: APR-01-2006 Total: \$0.00
 Area: SK LUSELAND Acq'd: AUG-10-2004 Freq: Annual Our %: 0.000000
 Fh/Cr: CR PN19211 Termin Paid By: NORTHERN BLIZ Our Share: \$0.00
 Min.Int: 100.000000 Method: CROWN SALE
Rental Info Extended Expiry Terminated Operator Accounting Code Rental % Interest Type Prod AMI ROFR
 1 ACTIVE ACQUIRED HBP 4000-03-31 NORTHERN BLIZAI70030 100.000000 WI P

Lands / Rights / Wells
 TWP 35-RGE 25-W3M 16 (LSD 13)
 PNG from TOP MANNVILLE to BASE MANNVILLE
 10/13-16-035-25-W3/00 GAS
Royalties
 Type % of Prod Convertibility / Take-in-Kind
 LSR 100.000000 Non-Convertible, Not TIK
 100.0% of all products, CROWN DEDUCTIONS
Receivers
 100.000000 SIR 53.125000 NORTHERN BLIZZARD Payors
 9.375000 RED RIVER
 37.500000 COAST
Summary Acreages (Gross/Net)
 Total: H 16.186000 / 6.070000 Expose: H 16.186000 / 6.070000
 A 40.465000 / 15.174000 A 40.465000 / 15.174000
 Dev: H 16.186000 / 6.070000 Prod: H 16.186000 / 6.070000
 A 40.465000 / 15.174000 A 40.465000 / 15.174000
 UnDev: H 0.000000 / 0.000000 NonProd: H 0.000000 / 0.000000
 A 0.000000 / 0.000000 A 0.000000 / 0.000000
 CROWN SALE
Acreage (Gross/Net)
 Total: H 16.186000 / 6.069750 Expose: H 16.186000 / 6.069750
 A 40.465000 / 15.174375 A 40.465000 / 15.174375
 Dev: H 16.186000 / 6.069750 Prod: H 16.186000 / 6.069750
 A 40.465000 / 15.174375 A 40.465000 / 15.174375
 UnDev: H 0.000000 / 0.000000 NonProd: H 0.000000 / 0.000000
 A 0.000000 / 0.000000 A 0.000000 / 0.000000

Split Status Acquired Extension Extended Expiry Terminated Operator Accounting Code Rental % Interest Type Prod AMI ROFR
 2 ACTIVE 2004-08-10 HBP NORTHERN BLIZAI70030 0.000000 WI NP
Lands / Rights / Wells
 TWP 35-RGE 25-W3M 16 (LSD 13)
 PNG from SURFACE to TOP MANNVILLE
Royalties
 Type % of Prod Convertibility / Take-in-Kind
 LSR 100.000000 Non-Convertible, Not TIK
 100.0% of all products, CROWN DEDUCTIONS
Receivers
 100.000000 SIR 37.500000 COAST Payors
 53.125000 NORTHERN BLIZZARD
 9.375000 RED RIVER
 Non-Convertible, Not TIK
Summary Acreages (Gross/Net)
 Total: H 0.000000 / 0.000000 Expose: H 0.000000 / 0.000000
 A 0.000000 / 0.000000 A 0.000000 / 0.000000
 Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000
 A 0.000000 / 0.000000 A 0.000000 / 0.000000
 UnDev: H 0.000000 / 0.000000 NonProd: H 0.000000 / 0.000000
 A 0.000000 / 0.000000 A 0.000000 / 0.000000
Acreage (Gross/Net)
 Total: H 0.000000 / 0.000000 Expose: H 0.000000 / 0.000000
 A 0.000000 / 0.000000 A 0.000000 / 0.000000
 Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000
 A 0.000000 / 0.000000 A 0.000000 / 0.000000
 UnDev: H 0.000000 / 0.000000 NonProd: H 0.000000 / 0.000000
 A 0.000000 / 0.000000 A 0.000000 / 0.000000

Lessors
 100.000000 MCHARG 100.000000 COAST Rental \$ 56.65
Address 2101 SCARTH STREET
 REGINA
 SASKATCHEWAN
 S4P 3V7
Depository Address 2101 SCARTH STREET
 REGINA
 SASKATCHEWAN
 S4P 3V7

M00088

General	Dates	Rental Info	Acquisition	Summary Acreages (Gross/Net)
Status: ACTIVE	Lease: AUG-09-2010	Gross \$: \$906.50	Bonus: \$422,681.97	Total: H 259.000000 / 205.581000
Lse: PNG	Effective: APR-01-2011	Net \$: \$707.06	Rent & Fee: \$0.00	Expose: H 259.000000 / 205.581000
Area: SK LUSELAND	Expiry: MAR-31-2016	Date: APR-01-2012	Total: \$422,681.97	Dev: H 0.000000 / 0.000000
Fh/Cr: CR PNG4590	Acq'd: AUG-09-2010	Freq: Annual	Our %: 100.000000	Prod: H 0.000000 / 0.000000
Min.Int: 100.000000	Termin	Paid By: COAST	Our Share: \$422,681.97	UnDev: H 259.000000 / 205.581000
Zone:		Method: CROWN SALE		NonProd: H 259.000000 / 205.581000
				Prod: A 647.500000 / 513.953000
				AMI ROFR

Split	Status	Acquired	Extension	Expired	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE					COAST	70068/70070/70074	100.000000	WI	NP		

Lands / Rights / Wells

TVP 35-RGE 25-W3M NE20,S20,20 (LSD 11,12,14)
 PNG from BASE MANNVILLE to BASEMENT
 EXCL. PNG from TOP BAKKEN to None BAKKEN

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
GOR [C00004 : 10]	78.000000	Non-Convertible, Not TIK
2.0% of all products, SIMILAR TO CROWN		

Receivers

100.000000	MCHARG	100.000000	COAST
LSR	100.000000	Non-Convertible, Not TIK	
100.0% of all products, CROWN DEDUCTIONS			

Payors

78.000000	COAST
10.000000	FEDIRKO
2.000000	1135868
5.000000	COAST SERV
5.000000	VIEWFIELD

Summary Acreages (Gross/Net)

Total: H	242.812500 / 189.393750	Expose: H	242.812500 / 189.393750
A	607.031250 / 473.484375	A	607.031250 / 473.484375
Dev: H	0.000000 / 0.000000	Prod: H	0.000000 / 0.000000
A	0.000000 / 0.000000	A	0.000000 / 0.000000
UnDev: H	242.812500 / 189.393750	NonProd: H	242.812500 / 189.393750
A	607.031250 / 473.484375	A	607.031250 / 473.484375

Interests
 (Active WI & Rental) WI
 2.000000 1135868 AB INC. [1135868]
 5.000000 COAST SERVICES INC. [COAST SERV]
 5.000000 VIEWFIELD OIL & GAS LTD. [VIEWFIELD]
 10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]
 78.000000 COAST RESOURCES LTD. [COAST]
 100.000000 Total
Acreage (Gross/Net)

Split	Status	Acquired	Extension	Expired	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
2	ACTIVE					COAST	70068	0.000000	WI	NP		

Lands / Rights / Wells

TVP 35-RGE 25-W3M 20 (LSD 13)
 PNG from BASE BAKKEN to BASEMENT

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LSR	100.000000	Non-Convertible, Not TIK
100.0% of all products, CROWN DEDUCTIONS		

Receivers

100.000000	SIR	100.000000	COAST
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Payors

78.000000	COAST
10.000000	FEDIRKO
2.000000	1135868
5.000000	COAST SERV
5.000000	VIEWFIELD

Summary Acreages (Gross/Net)

Total: H	16.187500 / 16.187500	Expose: H	16.187500 / 16.187500
A	40.468750 / 40.468750	A	40.468750 / 40.468750
Dev: H	0.000000 / 0.000000	Prod: H	0.000000 / 0.000000
A	0.000000 / 0.000000	A	0.000000 / 0.000000
UnDev: H	16.187500 / 16.187500	NonProd: H	16.187500 / 16.187500
A	40.468750 / 40.468750	A	40.468750 / 40.468750

Interests
 (Active WI & Rental) WI
 100.000000 COAST RESOURCES LTD. [COAST]
 100.000000 Total
Acreage (Gross/Net)

Split	Status	Acquired	Extension	Expired	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
3	ACTIVE	2010-08-09				COAST	70049	0.000000	WI	NP		

Lands / Rights / Wells

TVP 35-RGE 25-W3M 20 (LSD 13)
 PNG from BASE BAKKEN to BASEMENT

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LSR	100.000000	Non-Convertible, Not TIK
100.0% of all products, CROWN DEDUCTIONS		

Receivers

100.000000	SIR	100.000000	COAST
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Payors

78.000000	COAST
10.000000	FEDIRKO
2.000000	1135868
5.000000	COAST SERV
5.000000	VIEWFIELD

Summary Acreages (Gross/Net)

Total: H	16.187500 / 16.187500	Expose: H	16.187500 / 16.187500
A	40.468750 / 40.468750	A	40.468750 / 40.468750
Dev: H	0.000000 / 0.000000	Prod: H	0.000000 / 0.000000
A	0.000000 / 0.000000	A	0.000000 / 0.000000
UnDev: H	16.187500 / 16.187500	NonProd: H	16.187500 / 16.187500
A	40.468750 / 40.468750	A	40.468750 / 40.468750

Interests
 (Active WI & Rental) WI
 100.000000 COAST RESOURCES LTD. [COAST]
 100.000000 Total
Acreage (Gross/Net)

Lands / Rights / Wells
 TWP 35-RGE 25-W3M NE20,S20,20 (LSD11,12,14)
 PNG from TOP BAKKEN to BASE BAKKEN
 142/09-20-035-25-W3/00 LOC
 101/11-20-035-25-W3/00 LOC
 101/14-20-035-25-W3/00 LOC
Royalties
 Type % of Prod Convertibility / Take-in-Kind
 LSR 100.000000 Non-Convertible, Not TIK
 100.0% of all products, CROWN DEDUCTIONS

Interests
 (Active WI & Rental) WI
 2,000,000 1135868 AB INC. [1135868]
 5,000,000 COAST SERVICES INC. [COAST SERV]
 5,000,000 VIEWFIELD OIL & GAS LTD. [VIEWFIELD]
 10,000,000 FEDIRKO HOLDINGS INC. [FEDIRKO]
 78,000,000 COAST RESOURCES LTD. [COAST]
 100,000,000 Total
Acreage (Gross/Net)
 Total: H 0.000000 / 0.000000 Expose: H 0.000000 / 0.000000
 A 0.000000 / 0.000000 A 0.000000 / 0.000000
 Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000
 A 0.000000 / 0.000000 A 0.000000 / 0.000000
 UnDev: H 0.000000 / 0.000000 NonProd: H 0.000000 / 0.000000
 A 0.000000 / 0.000000 A 0.000000 / 0.000000

Receivers
 100.000000 SIR
Payors
 2,000,000 1135868
 78,000,000 COAST
 5,000,000 VIEWFIELD
 5,000,000 COAST SERV
 10,000,000 FEDIRKO

Lessor
 SIR SASKATCHEWAN INDUSTRY AND RESOURCES
 Address 2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7
 Rental % 100.000000 Rental \$ 906.50
 Depository Address 2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7

M00019

General	Dates	Rental Info	Acquisition	Summary Acreages (Gross/Net)
Status: ACTIVE	Lease: AUG-10-2004	Gross \$: \$849.84	Bonus: \$318.69	Total: H 242.810000 / 91.054000
Effective: APR-01-2005	Net \$:	APR-01-2006	Total:	A 607.025000 / 227.634000
Expiry: MAR-31-2010	Date:	Annual	Our %:	Dev: H 242.810000 / 91.054000
Area: SK LUSELAND	Acq'd: AUG-10-2004	Freq: COAST	Our Share:	A 607.025000 / 227.634000
Fh/Cr: CR PN54446	Termin	Paid By: COAST	Method: CROWN SALE	UnDev: H 0.000000 / 0.000000
Min.Int: 100.000000				A 0.000000 / 0.000000
Zone:				A 0.000000 / 0.000000

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	HBP	HBP	4000-03-31		NORTHERN BLIZZARD	NORTHERN BLIZAI70030	100.000000	WI	P		

Lands / Rights / Wells

TWP 35-RGE 25-W3M S16,NE16
 TWP 35-RGE 25-W3M 16 (LSD 11,12,14)
 PNG from TOP MANNVILLE to BASE MANNVILLE
 101/13-16-035-25-W3/00 GAS

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LSR	100.000000	Non-Convertible, Not TIK
100.0% of all products, CROWN DEDUCTIONS		
Recipients		
100.000000	SIR	9.375000 RED RIVER
		53.125000 NORTHERN BLIZZARD
		37.500000 COAST

Acreage (Gross/Net)

Total: H	242.810000 /	91.053750	Expose: H	242.810000 /	91.053750
A	607.025000 /	227.634375	A	607.025000 /	227.634375
Dev: H	242.810000 /	91.053750	Prod: H	242.810000 /	91.053750
A	607.025000 /	227.634375	A	607.025000 /	227.634375
UnDev: H	0.000000 /	0.000000	NonProd: H	0.000000 /	0.000000
A	0.000000 /	0.000000	A	0.000000 /	0.000000

Split	Status	Acquired	Extension	Extended Expiry	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
3	ACTIVE	2004-08-10				COAST	70028/70030	0.000000	WI	NP		

Lands / Rights / Wells

TWP 35-RGE 25-W3M 16 (LSD 11,12,14)
 TWP 35-RGE 25-W3M S16,NE16
 PNG from SURFACE to TOP MANNVILLE

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
GOR [C00004 : 11]	37.500000	Non-Convertible, Not TIK
2.0% of all products, SIMILAR TO CROWN		
Recipients		
100.000000	MCHARG	100.000000 COAST
		Non-Convertible, Not TIK
100.0% of all products, CROWN DEDUCTIONS		
Payors		
100.000000	SIR	9.375000 RED RIVER
		53.125000 NORTHERN BLIZZARD
		37.500000 COAST

Acreage (Gross/Net)

Total: H	0.000000 /	0.000000	Expose: H	0.000000 /	0.000000
A	0.000000 /	0.000000	A	0.000000 /	0.000000
Dev: H	0.000000 /	0.000000	Prod: H	0.000000 /	0.000000
A	0.000000 /	0.000000	A	0.000000 /	0.000000
UnDev: H	0.000000 /	0.000000	NonProd: H	0.000000 /	0.000000
A	0.000000 /	0.000000	A	0.000000 /	0.000000

Lessor	Address	Address	Depository Address
SIR	SASKATCHEWAN INDUSTRY AND RESOURCES	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7

M00018
General
 Status: ACTIVE
 Lse: PNG
 Area: SK LUSELAND
 Fh/Cr: FH DEVON M302-Termin
 Min.Int: 100.000000
 Zone:

Dates
 Lease: MAY-01-2013
 Effective: MAY-01-2013
 Expiry: APR-30-2014
 Acq'd: MAY-01-2013
 Termin:

Rental Info
 Gross \$: \$896.36
 Net \$: \$0.00
 Date: MAY-01-2014
 Annual
 Paid By: COAST
 Method: FREEHOLD

Acquisition
 Bonus: \$896.36
 Rent & Fee: \$0.00
 Total: \$15,896.36
 Our %: 100.000000
 Our Share: \$15,896.36
 Method: FREEHOLD

Summary Acreages (Gross/Net)
 Total: H 256.102000 / 0.000000
 Dev: H 0.000000 / 0.000000
 UnDev: H 256.102000 / 0.000000
 A 640.255000 / 0.000000
 A 0.000000 / 0.000000
 A 640.255000 / 0.000000

Split Status Acquired Extension Expiry Terminated Operator
 1 ACTIVE
 COAST

Lands / Rights / Wells
 TVIP 35-RGE 25-W3M 1
 PNG from SURFACE to BASEMENT
 Royalties
 Type % of Prod Convertibility / Take-in-Kind
 GOR [C00004 : 12] 78.000000 Non-Convertible, Not TIK
 2.0% of all products, SIMILAR TO CROWN
 Receivers
 100.000000 MCHARG 100.000000 COAST
 LSR 100.000000 Non-Convertible, Not TIK
 17.5% of all products, NO DEDUCTIONS
 Receivers
 100.000000 DEVON CANADA 2.000000 1135868
 10.000000 FEDIRKO
 78.000000 COAST
 5.000000 VIEWFIELD
 5.000000 COAST SERV

Acreage (Gross/Net)
 Total: H 256.102000 / 0.000000
 Dev: H 0.000000 / 0.000000
 UnDev: H 256.102000 / 0.000000
 A 640.255000 / 0.000000

Lessor
 DEVON CANADA DEVON CANADA
 Address
 Attn: LAND MANAGER
 P.O. BOX 1448, STATION M
 CALGARY, ALBERTA
 T2P 1L6

Depository Address
 P.O. BOX 1448, STATION M
 CALGARY, ALBERTA
 T2P 1L6

Accounting Code Rental % Interest Type Prod AMI ROFR
 100.000000 WI NP

M00092

General	Dates	Rental Info	Acquisition	Summary Acreages (Gross/Net)
Status: ACTIVE	Lease: NOV-01-2010	Gross \$: \$0.00	Bonus: \$0.00	Total: H 64,400,000 / 50,232,000
Lse: PNG	Effective: NOV-01-2010	Net \$: \$0.00	Rent & Fee: \$0.00	Expose: H 64,400,000 / 50,232,000
Area: SK LUSELAND	Expiry: OCT-31-2011	Date: NOV-01-2011	Total: \$15,000.00	Prod: H 64,400,000 / 50,232,000
Fh/Cr: FH DEVON CANA Termin	Acq'd: NOV-01-2010	Freq: N/A	Our %: 100.000000	NonProd: H 0.000000 / 0.000000
Min.Int: 100.000000	Acquired	Extended Expiry	Our Share: COAST	UnDev: H 0.000000 / 0.000000
Zone:	1 ACTIVE	4000-10-31	Method: FREEHOLD	A 0.000000 / 0.000000
			Operator: COAST	A 0.000000 / 0.000000
			Accounting Code: 70069	Interest Type: WI
				Prod: P
				AMI: AMI
				ROFR: ROFR

Lands / Rights / Wells

TMP 35-RGE 25-W3M SW19
 PNG from SURFACE to BASE PRECAMBRIAN
 10/05-19-035-25-W3/00 SSO

Royalties

Type % of Prod Convertibility / Take-in-Kind
 LSR 100.000000 Non-Convertible, Not TIK
 17.5% of all products, NO DEDUCTIONS

Receivers

100.000000	DEVON CANADA	5.000000	VIEWFIELD	Total: H 64,400,000 / 50,232,000	Expose: H 64,400,000 / 50,232,000
		2.000000	1135868	A 161,000,000 / 125,580,000	A 161,000,000 / 125,580,000
		10.000000	FEDIRKO	Dev: H 64,400,000 / 50,232,000	Prod: H 64,400,000 / 50,232,000
		5.000000	COAST SERV	A 161,000,000 / 125,580,000	A 161,000,000 / 125,580,000
		78.000000	COAST	UnDev: H 0.000000 / 0.000000	NonProd: H 0.000000 / 0.000000
			Non-Convertible, Not TIK	A 0.000000 / 0.000000	A 0.000000 / 0.000000

Payors

5.000000	VIEWFIELD	Total: H 64,400,000 / 50,232,000	Expose: H 64,400,000 / 50,232,000
2.000000	1135868	A 161,000,000 / 125,580,000	A 161,000,000 / 125,580,000
10.000000	FEDIRKO	Dev: H 64,400,000 / 50,232,000	Prod: H 64,400,000 / 50,232,000
5.000000	COAST SERV	A 161,000,000 / 125,580,000	A 161,000,000 / 125,580,000
78.000000	COAST	UnDev: H 0.000000 / 0.000000	NonProd: H 0.000000 / 0.000000
	Non-Convertible, Not TIK	A 0.000000 / 0.000000	A 0.000000 / 0.000000

Receivers

100.000000	MCHARG	100.000000	COAST	Address	Depository Address
				Attn: LAND MANAGER	P.O. BOX 1448, STATION M
				P.O. BOX 1448, STATION M	CALGARY, ALBERTA
				CALGARY, ALBERTA	T2P 1L6
				T2P 1L6	T2P 1L6

Lessor

DEVON CANADA	DEVON CANADA	Rental %	Rental \$
		100.000000	0.00

M00011

General	Dates	Rental Info	Acquisition	Summary Acreages (Gross/Net)
Status: ACTIVE	Lease: MAY-01-2013	Gross \$: \$398.37	Bonus: \$7,500.00	Total: H 113.821000 / 88.780000
Lse: PNG	Effective: MAY-01-2013	Net \$: \$310.72	Rent & Fee: \$398.37	Expose: H 113.821000 / 88.780000
Area: SK LUSELAND	Expiry: APR-30-2014	Date: MAY-01-2014	Total: \$7,898.37	Dev: H 0.000000 / 0.000000
Fh/Cr: FH DEVON M302(Termin	Acq'd: MAY-01-2013	Freq: Annual	Our %: 100.000000	Prod: H 0.000000 / 0.000000
Min.Int: 100.000000	Paid By: COAST	Our Share: COAST	UnDev: H 113.821000 / 88.780000	NonProd: H 113.821000 / 88.780000
Zone:	Method: FREEHOLD	Operator: COAST	Accounting Code: A 284.553000 / 221.951000	Prod: A 284.553000 / 221.951000
	Split	Status	Acquired	Extended Expiry
	1	ACTIVE	COAST	COAST

Lands / Rights / Wells

TWP 35-RGE 25-W3M SW21,21(LSD 11,12,13)

PNG from BASE MCLAREN SS to BASEMENT

EXCL. PNG from TOP BAKKEN to BASE BAKKEN

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
GOR [C00004 : 12]	78.000000	Non-Convertible, Not TIK
2.0% of all products, SIMILIAR TO CROWN		

Receivers

100.000000	MCHARG	100.000000	COAST	COAST
LSR	100.000000	Non-Convertible, Not TIK		
17.5% of all products, NO DEDUCTIONS				

Payors

78.000000	COAST	78.000000	COAST	COAST
5.000000	VIEWFIELD	5.000000	VIEWFIELD	VIEWFIELD
10.000000	FEDIRKO	10.000000	FEDIRKO	FEDIRKO
2.000000	1135868	2.000000	1135868	1135868
5.000000	COAST SERV	5.000000	COAST SERV	COAST SERV

Interests

(Active WI & Rental) WI [C00086 : 9]

10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]

78.000000 COAST RESOURCES LTD. [COAST]

2.000000 1135868 AB INC. [1135868]

5.000000 VIEWFIELD OIL & GAS LTD. [VIEWFIELD]

5.000000 COAST SERVICES INC. [COAST SERV]

100.000000 Total

Acreage (Gross/Net)

Total:	H 113.821000 / 88.780380	Expose:	H 113.821000 / 88.780380
Dev:	H 0.000000 / 221.950950	Prod:	H 0.000000 / 221.950950
UnDev:	H 113.821000 / 88.780380	NonProd:	H 113.821000 / 88.780380
A	284.552500 / 221.950950	A	284.552500 / 221.950950

Lessor

Address	Address
DEVON CANADA	DEVON CANADA
Attn: LAND MANAGER	P.O. BOX 1448, STATION M
P.O. BOX 1448, STATION M	CALGARY, ALBERTA
CALGARY, ALBERTA	T2P 1L6
T2P 1L6	

Depository Address

P.O. BOX 1448, STATION M

CALGARY, ALBERTA

T2P 1L6

M00011 Split 1 Printed: 03/02/2014 1:55:00 PM Page 27 of 36

M00020
General
Dates Lease: APR-13-2004 Gross \$: \$912.17 Bonus: \$0.00
 Effective: APR-01-2005 Net \$: \$310.14 Rent & Fee: \$0.00
 Expiry: MAR-31-2010 Date: APR-01-2006 Total: \$0.00
Area: SK LUSELAND Acq'd: APR-13-2004 Freq: Annual Our %: 0.000000
Fh/Cr: CR PN63920 Termin Paid By: COAST
Min.Int: 100.000000
Zone:

Split	Status	Acquired	Extension	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE	HBP	4000-03-31	COAST	COAST	70048	0.000000	W/R	NP		

Lands / Rights / Wells
 TWP 35-RGE 25-W3M 22
 PNG from SURFACE to TOP BAKKEN
Royalties
 Type % of Prod Convertibility / Take-in-Kind
 LSR 100.000000 Non-Convertible, Not TIK
 100.0% of all products, CROWN DEDUCTIONS
Receivers
 100.000000 SIR
Payers
 23.000000 VIEWFIELD
 34.000000 COAST
 20.000000 RED RIVER
 23.000000 COAST SERV
 Non-Convertible, Not TIK
GOR [C00004 : 13] 34.000000
 2.0% of all products, SIMILIAR TO CROWN
Receivers
 100.000000 MCHARG 100.000000 COAST

Split	Status	Acquired	Extension	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
2	ACTIVE	2004-04-13	HBP	COAST	COAST	70048	100.000000	WI	P		

Lands / Rights / Wells
 TWP 35-RGE 25-W3M 22
 PNG from TOP BAKKEN to BASE BAKKEN
 141/12-22-035-25-W3/00 OIL
Royalties
 Type % of Prod Convertibility / Take-in-Kind
 LSR 100.000000 Non-Convertible, Not TIK
 100.0% of all products, CROWN DEDUCTIONS
Receivers
 100.000000 SIR
Payers
 23.000000 COAST SERV
 23.000000 VIEWFIELD
 20.000000 RED RIVER
 34.000000 COAST

Summary Acreages (Gross/Net)
 Total: H 260.620000 / 88.611000 Expose: H 0.000000 / 0.000000
 A 651.550000 / 221.527000 A 0.000000 / 0.000000
 Dev: H 16.200000 / 5.508000 Prod: H 16.200000 / 5.508000
 A 40.500000 / 13.770000 A 40.500000 / 13.770000
 UnDev: H 244.420000 / 83.103000 NonProd: H 244.420000 / 83.103000
 A 611.050000 / 207.757000 A 611.050000 / 207.757000

Acreage (Gross/Net)

Total: H	260.620000 /	88.610800	Expose: H	0.000000 /	0.000000
A	651.550000 /	221.527000	A	0.000000 /	0.000000
Dev: H	16.200000 /	5.508000	Prod: H	16.200000 /	5.508000
A	40.500000 /	13.770000	A	40.500000 /	13.770000
UnDev: H	244.420000 /	83.102800	NonProd: H	244.420000 /	83.102800
A	611.050000 /	207.757000	A	611.050000 /	207.757000

Lessor

SIR

SASKATCHEWAN INDUSTRY AND
RESOURCES

Address

2101 SCARTH STREET
REGINA
SASKATCHEWAN
S4P 3V7

Rental \$

912.17

Rental %

100.000000

Depository Address

2101 SCARTH STREET
REGINA
SASKATCHEWAN
S4P 3V7

General
M00100
Status: ACTIVE **Lease:** DEC-06-2010 **Gross \$:** \$906.50 **Bonus:** \$906.50 **Rental Info**
Lse: PNG **Effective:** APR-01-2011 **Net \$:** \$616.41 **Rent & Fee:**
Area: SK LUSELAND **Expiry:** MAR-31-2016 **Date:** APR-01-2012 **Total:**
Fh/Cr: CR PN65090 **Acq'd:** DEC-06-2010 **Freq:** Annual **Our %:**
Min.Int: 100.000000 **Termin** **Paid By:** COAST **Our Share:**
Zone: **Method:** CROWN SALE

Summary Acreages (Gross/Net)	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
Total: H 259.000000 / 176.120000	70049	100.000000	WI	NP		
Dev: H 0.000000 / 0.000000						
UnDev: H 259.000000 / 176.120000						
Interests (Active WI & Rental) WI 5.000000 VIEWFIELD OIL & GAS LTD. [VIEWFIELD] 2.000000 1135868 AB INC. [1135868] 10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO] 68.000000 COAST RESOURCES LTD. [COAST] 10.000000 MCHARG VENTURES INC. [MCHARG] 5.000000 COAST SERVICES INC. [COAST SERV] 100.000000 Total Acreage (Gross/Net) Total: H 259.000000 / 176.120000 Expose: H 259.000000 / 176.120000 A 647.500000 / 440.300000 A 647.500000 / 440.300000 Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000 A 0.000000 / 0.000000 A 0.000000 / 0.000000 UnDev: H 259.000000 / 176.120000 NonProd: H 259.000000 / 176.120000 A 647.500000 / 440.300000 A 647.500000 / 440.300000						

Summary Acreages (Gross/Net)	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
Total: H 259.000000 / 176.120000	70049	100.000000	WI	NP		
Dev: H 0.000000 / 0.000000						
UnDev: H 259.000000 / 176.120000						
Interests (Active WI & Rental) WI 100.000000 COAST RESOURCES LTD. [COAST] 100.000000 Total Acreage (Gross/Net) Total: H 259.000000 / 176.120000 Expose: H 259.000000 / 176.120000 A 647.500000 / 440.300000 A 647.500000 / 440.300000 Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000 A 0.000000 / 0.000000 A 0.000000 / 0.000000 UnDev: H 259.000000 / 176.120000 NonProd: H 259.000000 / 176.120000 A 647.500000 / 440.300000 A 647.500000 / 440.300000						

Summary Acreages (Gross/Net)	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
Total: H 259.000000 / 176.120000	70049	100.000000	WI	NP		
Dev: H 0.000000 / 0.000000						
UnDev: H 259.000000 / 176.120000						
Interests (Active WI & Rental) WI 100.000000 COAST RESOURCES LTD. [COAST] 100.000000 Total Acreage (Gross/Net) Total: H 259.000000 / 176.120000 Expose: H 259.000000 / 176.120000 A 647.500000 / 440.300000 A 647.500000 / 440.300000 Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000 A 0.000000 / 0.000000 A 0.000000 / 0.000000 UnDev: H 259.000000 / 176.120000 NonProd: H 259.000000 / 176.120000 A 647.500000 / 440.300000 A 647.500000 / 440.300000						

Lands / Rights / Wells

TVP 35-RGE 26-W3M 24
 PNG from BASE VIKING SAND to BASE PRECAMBRIAN
 Royalties

Type	% of Prod	Convertibility / Take-in-Kind	Interests (Active WI & Rental) WI
LSR	100.000000	Non-Convertible, Not TIK	100.000000 COAST RESOURCES LTD. [COAST]
100.0% of all products, CROWN DEDUCTIONS			100.000000 Total
Receivers		Payors	
100.000000 SIR	100.000000	100.000000 COAST	
GOR [C00004 : 14]	100.000000	Non-Convertible, Not TIK	
2.0% of all products, SIMILIAR TO CROWN			
Receivers		Payors	
100.000000 MCHARG	100.000000	100.000000 COAST	

Acreage (Gross/Net)	Total: H	0.000000 /	0.000000	Expose: H	0.000000 /	0.000000
	A	0.000000 /	0.000000	A	0.000000 /	0.000000
	Dev: H	0.000000 /	0.000000	Prod: H	0.000000 /	0.000000
	A	0.000000 /	0.000000	A	0.000000 /	0.000000
	UnDev: H	0.000000 /	0.000000	NonProd: H	0.000000 /	0.000000
	A	0.000000 /	0.000000	A	0.000000 /	0.000000

Lessor	Address	Address	Depository Address
SIR	SASKATCHEWAN INDUSTRY AND RESOURCES	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7

M00104

General	Dates	Rental Info	Acquisition	Summary Acreages (Gross/Net)
Status: ACTIVE	Lease: MAY-01-2011	Gross \$:	\$0.00 Bonus:	Total: H 16.187000 / 11.007000 Expose: H 16.187000 / 11.007000
Lse: PNG	Effective: MAY-01-2011	Net \$:	\$0.00 Rent & Fee:	A 40.467500 / 27.517900 A 40.467500 / 27.517900
Area: SK LUSELAND	Expiry: OCT-31-2011	Date: MAY-01-2012	Total:	Dev: H 16.187000 / 11.007000 Prod: H 0.000000 / 0.000000
Fh/Cr: FH DEVON CANA Termin	Acq'd: MAY-01-2011	Freq: N/A	Our %:	A 40.468000 / 27.518000 A 0.000000 / 0.000000
Min.Int: 100.000000	Paid By: COAST		Our Share:	UnDev: H 0.000000 / 0.000000 NonProd: H 16.187000 / 11.007000
Zone: BAKKEN	Method: FREEHOLD			A 0.000000 / 0.000000 A 40.468000 / 27.518000

Split	Status	Acquired	Extension	Expired	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE		4000-10-31			COAST	70049	100.000000	WI	NP		

Lands / Rights / Wells

TWP 36-RGE 25-W3M 3 (LSD 12)

PNG from BASE SPARKY ZONE to BASE PRECAMBRIAN

141/13-03-036-25-W3/00 ABD

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
GOR [C00004 : 22]	68.000000	Non-Convertible, Not TIK
2.0% of all products, SIMILAR TO CROWN		

Receivers

100.000000	MCHARG	
LSR	100.000000	COAST
17.5% of all products, NO DEDUCTIONS		

Payors

10.000000	DEVON CANADA	FEDIRKO
10.000000		MCHARG
2.000000		1135868
5.000000		VIEWFIELD
68.000000		COAST
5.000000		COAST SERV

Payors Total

100.000000	Total
Acreage (Gross/Net)	
Total: H 16.187000 / 11.007160	Expose: H 16.187000 / 11.007160
A 40.467500 / 27.517900	A 40.467500 / 27.517900
Dev: H 16.187000 / 11.007160	Prod: H 0.000000 / 0.000000
A 40.467500 / 27.517900	A 0.000000 / 0.000000
UnDev: H 0.000000 / 0.000000	NonProd: H 16.187000 / 11.007160
A 0.000000 / 0.000000	A 40.467500 / 27.517900

Interests

(Active WI & Rental) WI [C00086 : 7]

5.000000 VIEWFIELD OIL & GAS LTD. [VIEWFIELD]

68.000000 COAST RESOURCES LTD. [COAST]

10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]

5.000000 COAST SERVICES INC. [COAST SERV]

10.000000 MCHARG VENTURES INC. [MCHARG]

2.000000 1135868 AB INC. [1135868]

100.000000 Total

Address

DEVON CANADA	DEVON CANADA	Address	Depository Address
		Attr: LAND MANAGER	P.O. BOX 1448, STATION M
		P.O. BOX 1448, STATION M	CALGARY, ALBERTA
		CALGARY, ALBERTA	T2P 1L6
		T2P 1L6	T2P 1L6

M00108

General	Dates	Rental Info	Acquisition	Summary Acreages (Gross/Net)
Status: ACTIVE	Lease: NOV-01-2011	Gross \$: \$0.00	Bonus: \$15,000.00	Total: H 129,494,000 / 88,056,000
Lse: PNG	Effective: NOV-01-2011	Net \$: \$0.00	Rent & Fee: \$0.00	Exposer: H 129,494,000 / 88,056,000
Area: SK LUSELAND	Expiry: OCT-31-2012	Date: NOV-01-2012	Total: \$15,000.00	Dev: H 323,735,000 / 220,140,000
Fh/Cr: FH DEVON M298 Termin	Acq'd: NOV-01-2011	Freq: N/A	Our %: 100.000000	Prod: H 0.000000 / 0.000000
MIn.Int: 100.000000		Paid By: COAST	Our Share: \$15,000.00	NonProd: H 129,494,000 / 88,056,000
Zone: BAKKEN		Method: FREEHOLD	UnDev: H 129,494,000 / 88,056,000	Prod: A 323,735,000 / 220,140,000

Split	Status	Acquired	Extension	Expired	Terminated	Operator	Accounting Code	Rental %	Interest Type	Prod	AMI	ROFR
1	ACTIVE					COAST		100.000000	WI	NP		

Lands / Rights / Wells

TVP 36-RGE 25-W3M E3
 PNG from SURFACE to BASE PRECAMBRIAN
 141/02-03-036-25W3/00 D&A

Royalties

Type	% of Prod	Convertibility / Take-in-Kind
LSR	100.000000	Non-Convertible, Not TIK

17.5% of all products, NO DEDUCTIONS

Receivers

100.000000	DEVON CANADA	68.000000	COAST	5.000000	COAST SERV	10.000000	FEDIRKO	10.000000	MCHARG	5.000000	VIEWFIELD	2.000000	1135868
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Payors

68.000000	COAST	5.000000	COAST SERV	10.000000	FEDIRKO	10.000000	MCHARG	5.000000	VIEWFIELD	2.000000	1135868
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GOR [C00004 : 17] 68.000000
 2.0% of all products, SIMILAR TO CROWN

Lessors

100.000000	MCHARG	100.000000	COAST	100.000000	0.00
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Address
 Attn: LAND MANAGER
 P.O. BOX 1448, STATION M
 CALGARY, ALBERTA
 T2P 1L6

Depository Address
 P.O. BOX 1448, STATION M
 CALGARY, ALBERTA
 T2P 1L6

M00096
General
 Status: ACTIVE Lease: NOV-01-2010 Gross \$: \$15,000.00
 Lse: PNG Effective: NOV-01-2010 Net \$: \$0.00 Bonus: \$15,000.00
 Area: SK LUSELAND Acq'd: NOV-01-2010 Date: NOV-01-2011 Total: \$0.00
 Fh/Cr: FH DEVON M292:Termin Freq: N/A Our Share: \$15,000.00
 Min.Int: 100.000000 Paid By: COAST Our Share: \$15,000.00
 Zone: BAKKEN Method: FREEHOLD

Rental Info
 Gross \$: \$15,000.00
 Net \$: \$0.00
 Date: NOV-01-2011
 Freq: N/A
 Paid By: COAST
 Method: FREEHOLD

Acquisition
 Bonus: \$15,000.00
 Rent & Fee: \$0.00
 Total: \$15,000.00
 Our Share: \$15,000.00
 Method: FREEHOLD

Summary Acreages (Gross/Net)
 Total: H 64.750000 / 44.030000 Expose: H 0.000000 / 0.000000
 A 161.875000 / 110.075000 A 0.000000 / 0.000000
 Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000
 A 0.000000 / 0.000000 A 0.000000 / 0.000000
 UnDev: H 64.750000 / 44.030000 NonProd: H 64.750000 / 44.030000
 A 161.875000 / 110.075000 A 161.875000 / 110.075000

Accounting Code 70080
Interest Type P
AMI ROFR P

Interests
 (Active WI & Rental) WI [C00086 : 2]
 68.000000 COAST RESOURCES LTD. [COAST]
 5.000000 COAST SERVICES INC. [COAST SERV]
 10.000000 MCHARG VENTURES INC. [MCHARG]
 10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]
 2.000000 1135868 AB INC. [1135868]
 5.000000 VIEWFIELD OIL & GAS LTD. [VIEWFIELD]
 100.000000 Total

Acreage (Gross/Net)
 Total: H 64.750000 / 44.030000 Expose: H 0.000000 / 0.000000
 A 161.875000 / 110.075000 A 0.000000 / 0.000000
 Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000
 A 0.000000 / 0.000000 A 0.000000 / 0.000000
 UnDev: H 64.750000 / 44.030000 NonProd: H 64.750000 / 44.030000
 A 161.875000 / 110.075000 A 161.875000 / 110.075000

Payors
 100.000000 MCHARG COAST
 100.000000 COAST
 17.5% of all products, NO DEDUCTIONS

Receivers
 100.000000 DEVON CANADA
 68.000000 COAST
 2.000000 1135868
 5.000000 VIEWFIELD
 10.000000 FEDIRKO
 5.000000 COAST SERV
 10.000000 MCHARG

Lessor
 DEVON CANADA DEVON CANADA
 Rental \$ 100.000000
 Rental % 100.000000
 Address Attn: LAND MANAGER
 P.O. BOX 1448, STATION M
 CALGARY, ALBERTA
 T2P 1L6
 Depository Address
 P.O. BOX 1448, STATION M
 CALGARY, ALBERTA
 T2P 1L6

General
M00105
Status: ACTIVE
Lease: AUG-08-2011
Effective: APR-01-2012
Expiry: MAR-31-2017
Area: SK LUSELAND
Fh/Cr: CR PN69247
Min.Int: 100.000000
Zone:

Rental Info
Gross \$: \$906.50
Net \$: \$707.06
Date: APR-01-2013
Freq: Annual
Paid By: COAST
Method: CROWN SALE

Acquisition
Bonus: \$906.50
Rent & Fee: \$707.06
Total: APR-01-2013
Our %: Annual
Our Share: COAST
Operator: COAST

Dates
Lease: AUG-08-2011
Effective: APR-01-2012
Expiry: MAR-31-2017
Area: SK LUSELAND
Fh/Cr: CR PN69247
Min.Int: 100.000000
Zone:

Summary Acreages (Gross/Net)
Total: H 259.000000 / 202.020000 Expose: H 259.000000 / 202.020000
Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000
UnDev: H 259.000000 / 202.020000 NonProd: H 259.000000 / 202.020000
Accounting Code: 70081
Rental %: 0.000000
Interest Type: WI
Prod: NP
AMI: ROFR

Interests
 (Active WI & Rental) WI
 10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]
 78.000000 COAST RESOURCES LTD. [COAST]
 2.000000 1135868 AB INC. [1135868]
 5.000000 VIEWFIELD OIL & GAS LTD. [VIEWFIELD]
 5.000000 COAST SERVICES INC. [COAST SERV]
100.000000 Total
Acreage (Gross/Net)
Total: H 259.000000 / 202.020000 Expose: H 259.000000 / 202.020000
Dev: H 0.000000 / 0.000000 Prod: H 0.000000 / 0.000000
UnDev: H 259.000000 / 202.020000 NonProd: H 259.000000 / 202.020000
Accounting Code: 70081
Rental %: 100.000000
Interest Type: WI
Prod: NP
AMI: ROFR

Lessor	SASKATCHEWAN INDUSTRY AND RESOURCES	Rental %	Rental \$	Address	Depository Address
SIR		100.000000	906.50	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7

Acreage Grand Totals

	Total: H	A	Dev: H	A	UnDev: H	A	Gross	Net	Expose: H	A	Prod: H	A	NonProd: H	A	Gross	Net
							4,273.205000 /	2,288.639000	H		H		H		4,012.585000 /	2,155.988000
							10,683.014000 /	5,721.597000	A						10,031.464000 /	5,389.995000
							614.379000 /	261.317000	H		H				533.442000 /	250.310000
							1,595.948000 /	653.290000	A						1,333.605000 /	625.772000
							3,658.826000 /	2,027.322000	H		H		H		3,739.763000 /	2,038.329000
							9,147.066000 /	5,068.307000	A				A		9,349.409000 /	5,095.825000