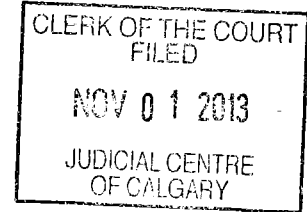


Form 27
[Rule 6.3 and 10.52(1)]

Clerk's stamp:



COURT FILE NO. 1201-16124

COURT COURT OF QUEEN'S BENCH OF ALBERTA

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C B-3, AS AMENDED

AND IN THE MATTER OF THE *JUDICATURE ACT*, RSA 2000, C J-2, AS AMENDED

JUDICIAL CENTRE CALGARY

PLAINTIFF NATIONAL BANK OF CANADA

DEFENDANT SOLARA EXPLORATION LTD.

DOCUMENT **APPLICATION RE: SALE APPROVAL AND VESTING, SEALING OF REPORT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BLAKE, CASSELS & GRAYDON LLP
3500, 855 – 2nd Street S.W.
Calgary, AB T2P 4J8
Attn: Kelly Bourassa/Ryan Zahara
Telephone/Facsimile: 403-260-9697/403-260-9700
E-mail: kelly.bourassa@blakes.com
[/ryan.zahara@blakes.com](mailto:ryan.zahara@blakes.com)
File Ref.: 79294/4

NOTICE TO RESPONDENT

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the judge.

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

Date Thursday November 7, 2013

Time 10:00 a.m.

Where Calgary Courts Centre, Justice Chambers

Before Whom Honourable Justice G.C. Hawco

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

Remedy claimed or sought:

1. FTI Consulting Canada Inc., in its capacity as court-appointed receiver and manager (the "**Receiver**") of Solara Exploration Ltd. ("**Solara**"), seeks an order substantially in the form attached hereto as Schedule "A" (the "**Order**");
 - (a) abridging the time for service of this application and declaring that this motion is properly returnable today, if necessary, and further service of the Application, other than to those listed on the Service List attached hereto as Schedule "B" is hereby dispensed with;
 - (b) approving the sale of the Assets, as defined in the asset purchase and sale agreement dated October 28, 2013 (the "**Purchase Agreement**"), between the Receiver and Incipient Exploration Ltd. (the "**Purchaser**") on the terms set forth in the Purchase Agreement, and in accordance with sub-paragraphs 4(l) and 4(m) of the receivership order granted on December 19, 2012 by the Honourable Justice R.G. Stevens (the "**Receivership Order**") in these proceedings;
 - (c) vesting in the Purchaser all of Solara's right, title and interest, free and clear of all liens and encumbrances (except the Permitted Encumbrances as defined in the Order), in and to the Assets;
 - (d) directing the Clerk of the Court to seal the Confidential Report of the Receiver dated November 1, 2013 (the "**Confidential Report**"), keeping it confidential and not part of the public record, and not to be available for public inspection unless and until otherwise ordered by this Court, upon seven days' notice to all interested parties;
 - (e) directing the Clerk of the Court to place the sealed Confidential Report separate and apart from all other contents of the Court file in a sealed envelope attached to a notice that sets out the title of these proceedings, the aforementioned description

of the documents contained therein, and a statement that the contents of the envelope are sealed pursuant to this Order;

- (f) approving the actions, conduct and activities of the Receiver to date, as outlined in the First Report of the Receiver dated November 1, 2013 (the "**First Report**"); and
- (g) such further and other relief as counsel may request and this Honourable Court may deem appropriate.

Grounds for making this application:

- 2. The grounds upon which the Receiver relies in making the within Application are as follows:

Sale Approval

- (a) on December 19, 2012, Solara became subject to these receivership proceedings and the Honourable Justice R.G. Stevens authorized the Receiver to, *inter alia*, market any or all of the Property (as defined in the Receivership Order), sell the Property or any parts thereof, and apply for any vesting order necessary to convey the Property or any parts thereof, free and clear of any liens or encumbrances;
- (b) as a result of a substantial marketing and sales process conducted by the Receiver, an offer was received from the Purchaser for the Assets;
- (c) the Receiver and the Purchaser executed the Purchase Agreement with respect to the Assets subject only to Court approval;
- (d) the Receiver's marketing efforts of the Assets were lengthy and thorough;
- (e) the Purchase Price (as defined in the Purchase Agreement) represents the best realizable value that could reasonably be obtained for the Assets in the present circumstances;

Sealing of Report

- (f) there is need to ensure that the information contained in the Confidential Report is not made public because it may detrimentally affect the Receiver's ability to re-market the Assets should the sale to the Purchaser not close for any reason; and
- (g) such further and other grounds as counsel may advise and this honourable Court may permit.

Material or evidence to be relied on:

- 3. The Receiver intends to rely upon the following materials:
 - (a) the Receivership Order, filed;
 - (b) the First Report, filed;
 - (c) the Confidential Report, filed; and
 - (d) such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable rules:

- 4. The Receiver will rely upon and refer to the Alberta *Rules of Court* during the making of the Application.

Applicable Acts and regulations:

- 5. The Receiver will rely upon and refer to the following during the making of the Application:
 - (a) the provisions of the *Bankruptcy & Insolvency Act*, RSC 1985, c B-3, as amended, including s. 70(1); and
 - (b) the provisions of the *Judicature Act*, RSA 2000, c J-2, as amended.

Any irregularity complained of or objection relied on:

6. None.

How application is proposed to be heard or considered:

7. Oral submission by counsel at an application in chambers.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

Schedule "A"

Form of Order

(see attached)

COURT FILE NUMBER 1201-16124
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

**IN THE MATTER OF AN APPLICATION UNDER
SUBSECTION 47(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, RSC 1985, C B-3, AS
AMENDED**

**AND IN THE MATTER OF SECTION 13(2) OF
THE *JUDICATURE ACT*, RSA 2000, C J-2, AS
AMENDED**

PLAINTIFF(S) NATIONAL BANK OF CANADA
DEFENDANT(S) SOLARA EXPLORATION LTD.
DOCUMENT APPROVAL and VESTING ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Josef G.A. Krüger, Q.C.
Borden Ladner Gervais LLP
1900, 520 3rd Ave. SW
Calgary, AB T2P 0R3
Telephone: (403) 232-9500
Facsimile: (403) 266-1395
Email: jkruger@blg.com
File No. 437015/000004

APPROVAL AND VESTING ORDER

DATE ON WHICH ORDER WAS PRONOUNCED: November 7, 2013

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF THE JUDGE WHO MADE THIS ORDER: Honourable Justice G.C. Hawco

UPON the application of FTI Consulting Canada Inc. (the "Receiver"), in its capacity as the court-appointed receiver and manager of all of the assets, properties and undertakings of Solara Exploration Ltd. ("Solara") for an Order approving the transactions of purchase and sale and assignment and assumption (the "Transaction") contemplated by the Agreement of Purchase and Sale dated as of October 28, 2013 (the "Purchase Agreement") and entered into between the Receiver and Incipient Exploration Ltd. (the "Purchaser"); AND UPON having

read the Application, the First Report of the Receiver dated November 1, 2013 (the “**First Report**”), the Confidential Report of the Receiver dated November 1, 2103 (the “**Confidential Report**”), all other prior materials filed in the within proceedings, and the affidavit of service of Ashley Rees of notice of the within application; **AND UPON** hearing the submissions of counsel for the Receiver and any other interested parties appearing at the hearing of the within application;

IT IS HEREBY ORDERED AND DECLARED AS FOLLOWS:

1. Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in the Purchase Agreement.
2. The manner of service of the within Application and the materials in support thereof is hereby approved and validated, the time for service thereof is abridged (if necessary) to the time actually given.

APPROVAL OF PURCHASE AGREEMENT

3. The Transaction as contemplated by the Purchase Agreement which is attached as Appendix “A” to the Confidential Report is hereby approved.
4. The Purchase Agreement and the execution and acceptance thereof by the Receiver, (including any amendments that may be agreed upon by the parties), is hereby authorized and approved (*nunc pro tunc* if necessary) and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as the Receiver considers to be necessary or desirable for the completion of the Purchase Agreement, for the assignment and conveyance of the Assets to the Purchaser and to otherwise complete the Transaction.
5. The Receiver is hereby further authorized and directed, subject to the terms and conditions of this Order and the Purchase Agreement, to take such additional steps as the Receiver considers to be necessary or desirable for the completion of the Transaction, and for the assignment and conveyance of Solara’s right, title and interest in the Assets to the Purchaser substantially as contemplated by the terms and conditions of this Order and the Purchase Agreement, and for greater certainty, the sale of the Assets is also approved pursuant to paragraphs 4(l) and 4(m) of the Receivership Order granted on December 19, 2012.

6. The actions, conduct and activities of the Receiver to date, as outlined in the First Report are hereby authorized and approved.

VESTING PROVISIONS

7. Subject only to approval of the transfer of applicable licenses and approvals by the Alberta Energy Regulator under section 24 of the *Oil and Gas Conservation Act* (Alberta), effective immediately upon the Closing of the Transaction contemplated by the Purchase Agreement, all legal and beneficial ownership of and title to the Assets listed, shall vest and is hereby vested in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens whether contractual, statutory or otherwise (including without limitation any statutory or builders' liens), executions, levies, charges, or other financial or monetary claims, taxes and arrears of taxes, executions, levies and other rights, limitations, restrictions, interests and encumbrances, whatsoever, howsoever and wheresoever created or arising whether absolute or contingent, fixed or floating, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing:

- (i) any encumbrances or charges created by the Receivership Order of this Honourable Court, granted December 19, 2012 or any further orders granted in this action;
- (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and

notwithstanding section 191 of the *Land Titles Act*, RSA 2000, c L-4, as amended, all Claims with the exception of the Permitted Encumbrances identified in Schedule "A" attached to this Order, are hereby expunged and discharged as against all of Solara's right, title and interest in real property, including without limitation the lands included in the Assets.

8. This Order and any discharges contemplated herein shall be registered by the Registrar of Land Titles (Alberta), notwithstanding the requirements of section 191 of the *Land Titles Act*, RSA 2000, c L-4, as amended.

9. Other than a certified copy of this Order and a letter from Blake, Cassels & Graydon LLP, counsel to the Receiver, authorising the use of this Order (the “**Authorisation Letter**”), no further authorising or approval or other action by any governmental authority or regulatory body exercising jurisdiction over the Assets shall be required for the Closing and post-Closing implantation of the Transaction contemplated in the Sale Agreement.

10. Any transfers, assignments, or other conveyances in respect of the Assets to be registered at any Land Titles Office, the Ministry of Energy or any other government agency, shall be deemed to be validly executed in the following manner as applicable:

FTI Consulting Canada Inc., in its capacity as
Receiver and Manager of Argosy Energy
Inc., and not in its personal capacity.

Per: _____

FTI Consulting Canada Inc., in its capacity as
Receiver and Manager of Radius Resources Corp.,
and not in its personal capacity.

Per: _____

11. The Purchase Price represents the best possible and realizable value for the Assets in the present circumstances.

ASSIGNMENT AND CONVEYANCE OF ASSETS

12. All of the Assets that are assigned or conveyed by the Receiver to the Purchaser pursuant to this Order and the Purchase Agreement shall, upon such assignment or conveyance, be free and clear of and from any and all Claims and any and all rights of first refusal in relation to the assets.

13. The sale of the Assets to the Purchaser does not trigger any rights of first refusal and no parties may object or subsequently challenge the sale of the Assets to the Purchaser on the basis that it has a right of first refusal.

CLOSING OF THE SALE TRANSACTION

14. The closing of the Transaction shall be effected in accordance with the terms of the Purchase Agreement and such amendments to the Purchase Agreement as may be agreed to in writing between the Purchaser and the Receiver.

15. Until further Order of this Honourable Court, the net proceeds arising out of the Purchase Agreement shall be held in trust by the Receiver or the Receiver's counsel and such net proceeds shall stand in the place and stead of the Assets and all Claims shall attach solely to such net proceeds with the same validity, priority and in the same amounts and subject to the same defences that were or may have been available immediately prior to the closing of the Transaction as if the Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the closing of the Transaction.

16. Upon the closing of the Transaction, Solara and all persons who claim in respect of the Assets, save and except the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Assets and, to the extent that any such person other than the Receiver remains in possession or control of any of the Assets, they shall forthwith deliver possession of same to the Purchaser or its nominee.

17. If the Transaction is for any reason not completed the Receiver and the Purchaser are hereby given leave to re-apply to this Honourable Court for such variations and modifications to the within Order as may be necessary and prudent in the circumstances, including without limitation reinstatement of affected Claims.

SEALING OF REPORT

18. The Confidential Report shall immediately be sealed by the Clerk of the Court, kept confidential and not form part of the public record, and not be available for public inspection unless and until otherwise ordered by this Court, upon seven days' notice to all interested parties.

19. The Clerk of the court is hereby directed to place the sealed Confidential Report separate and apart from all other contents of the Court file in a sealed envelope attached to a notice that

sets out the title to these proceedings, the aforementioned description of the documents contained therein, and a statement that the contents of the envelope are sealed pursuant to this Order.

GENERAL

20. Notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of Solara and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of Solara;

the vesting of the lands included in the Assets and the assignment and conveyance of the Assets to the Purchaser pursuant to the Purchase Agreement as approved by this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Solara and shall not be void or voidable, shall not constitute or be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, and shall not constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

21. No authorization or approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by the Receiver of the Purchase Agreement, other than authorizations, approvals or exemptions from requirements therefor previously obtained and currently in force, if any.

22. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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.

SERVICE OF THIS ORDER

23. This Order shall be sufficiently served by serving the same on the service list, in the same manner as the Application was served and by posting a copy of the same on the Receiver's website at: <http://cfcanada.fticonsulting.com/solara/default.htm>.

24. Service of this Order on any other interested person in any other manner than set out above is hereby dispensed with.

J.C.Q.B.A.

Schedule "A"

Permitted Encumbrances

- (a) easements, rights of way, servitudes, permits, licenses and other similar rights in land, including rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph and cable television conduits, poles wires and cable;
- (b) the right reserved to or vested in any Government Authority by the terms of any Title and Operating Document, lease, license, franchise, grant or permit or by any Applicable Law, to terminate any such Title and Operating Document, lease, license, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;
- (c) the right reserved to or vested in any Government Authority to levy taxes on Petroleum Substances or the income or revenue attributable thereto and governmental requirements and limitations of general application;
- (d) rights reserved to or vested in any Government Authority to control or regulate any of the Assets in any manner;
- (e) liens granted in the ordinary course of business to a public utility or Government Authority in connection with operations on or in respect of the Lands;
- (f) the express or implied reservations, limitations, provisos and conditions in any original grants from the Crown of any of the Lands or interests therein and statutory exceptions to title;
- (g) all royalty burdens, liens, adverse claims, penalties, conversions and other Encumbrances identified in the Land Schedule;
- (h) the terms and condition of the Leases and the Title and Operating Documents; and
- (i) any other circumstance, matter or thing disclosed in and Schedule attached to the Sale Agreement.

Schedule "B"

Service List

(see attached)

COURT FILE NUMBER 1201-16124

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT CALGARY

PLAINTIFF NATIONAL BANK OF CANADA

DEFENDANT SOLARA EXPLORATION LTD.

SERVICE LIST

<i>Counsel</i>	<i>Telephone</i>	<i>Fax</i>	<i>Counsel For</i>
NORTON ROSE LLP 3700, 400 Third Avenue SW Calgary, AB T2P 4H2 HOWARD GORMAN E-mail : HowardGorman@nortonrose.com	(403) 267-8144	(403) 264-5973	National Bank of Canada
FTI CONSULTING INC. 1000, 888 – 3 rd Street SW Calgary, AB T2P 5C5 DERYCK HELKAA E-mail: deryck.helkaa@fticonsulting.com DUSTIN OLVER E-mail: Dustin.Olver@fticonsulting.com BRETT WILSON E-mail: Brett.Wilson@fticonsulting.com	(403) 444-5372 (403) 444-5383 (403) 444-5373	(403) 444-6758	Court-appointed Receiver
BLAKE, CASSELS & GRAYDON LLP 3500, 855 – 2 nd Street SW Calgary, AB T2P 4J8 KELLY J. BOURASSA E-mail: kelly.bourassa@blakes.com RYAN ZAHARA E-mail: ryan.zahara@blakes.com	(403) 260-9697 (403) 260-9628	(403) 269-9700	Receiver
WITTEN LLP 2500, 10303 Jasper Avenue Edmonton, AB T5J 3N6 DAVID K. COX, Q.C. E-mail: dcox@wittenlaw.com STEPHANIE CHAU E-mail: schau@wittenlaw.com	(780) 702-3401 (780) 441-3230	(780) 429-2559	Pressure Services Inc.

<p>BROWNLEE LLP 2200, 10155 – 102 Street Edmonton, AB T5J 4G8</p> <p>MICHAEL T. COOMBS E-mail: mcoombs@brownleelaw.com</p>	<p>(780) 497-4833</p>	<p>(780) 424-3254</p>	<p>County of Wetaskiwin No. 10 and the Municipality of Vermillion River</p>
<p>ANTERRA ENERGY INC. 1420, 1122 – 4th Street SW Calgary, AB T2R 1M1</p> <p>ROBIN THORSEN E-mail: robin.thorsen@anterraenergy.com</p>	<p>(403) 215-2381</p>	<p>(403) 261-6601</p>	<p>Anterra Energy Inc.</p>
<p>FIELD LLP 400, 604 – 1 Street SW Calgary, AB T2P 1M7</p> <p>PETER TOMIC E-mail: ptomic@fieldlaw.com</p>	<p>(403) 260-8511</p>	<p>(403) 264-7084</p>	<p>Apex Distributions Inc.</p>
<p>ROBB & EVENSON 506, 933 – 17th Ave. SW Calgary, AB T2T 5R6</p> <p>CALVIN C. ROBB E-mail: crobb@robbevenson.com</p>	<p>(403) 541-1600</p>	<p>(403) 541-1604</p>	<p>Platinum Pumpjack Services Corp. Essential Well Services Partnership Heavy Crude Hauling LP</p>
<p>APEX DISTRIBUTION INC. 550, 407 – 2nd Street SW Calgary, AB T2P 2Y3</p> <p>MELISSA KNIGHT E-mail: Melissa.Knight@apexdistribution.com</p>		<p>(403)269-2669</p>	<p>Apex Distribution Inc.</p>
<p>CARSCALLEN LLP 1500, 407 – 2nd Street SW Calgary, AB T2P 2Y3</p> <p>GLENN BLACKETT E-mail: Blackett@carscallen.com</p>	<p>(403) 298-8474</p>	<p>(403) 262-2952</p>	<p>Apex Distribution Inc.</p>
<p>WILLIAM JAMES ANDERSON 2008 Ursenbach Road NW Calgary, AB T2N 4B4</p>			
<p>POLITESKI STIRLCHUK MILEN 5009 – 47 Street Lloydminster, AB T9V 0E8</p> <p>JEFFREY D. KERR E-mail: jkerr@bordercitylaw.com</p>	<p>(780) 875-2288</p>	<p>(780) 875-3479</p>	<p>Driven Energy</p>

<p>DAVIS LLP 1000, 250 – 2nd Street SW Calgary, AB T2P 0C1</p> <p>G. BRIAN DAVISON e-mail: bdavison@davis.ca</p>	<p>(403) 294-3590</p>	<p>(403) 776-8864</p>	<p>Trican Well Service Ltd. and Calfrac Well Services Ltd.</p>
<p>MIKE AND MARY BLUDD email: mjbludd@telusplanet.net</p>			
<p>MILES DAVISON LLP 1600 Bow Valley Square II 205-5 Avenue SW Calgary, AB T2P 2V7</p> <p>TERRY L. CZECHOWSKYJ e-mail: tczech@milesdavison.com</p>	<p>(403) 298-0326</p>	<p>(403) 263-6840</p>	<p>Alberta Energy Regulator</p>
<p>ALBERTA JUSTICE, ENERGY LEGAL SERVICES 9th Floor, 9945-108 Street Edmonton, AB T5K 2G6</p> <p>PETER MITTAL e-mail: Peter.Mittal@gov.ab.ca</p>	<p>(780) 427-1848</p>	<p>(780) 427-1871</p>	<p>Alberta Justice, Energy Legal Services</p>
<p>JUSTICE CANADA 510 – 606 4 Street SW Calgary, AB T2P 1T1</p> <p>JILL MEDHURST-TIVADAR e-mail: jill.medhurst-tivadar@justice.gc.ca</p>	<p>(403) 292-6813</p>	<p>(403) 299-3507</p>	<p>Canada Revenue Agency</p>
<p>DELPHI ENERGY CORP. Suite 300, 500 – 4 Avenue SW Calgary, AB T2P 2V6</p> <p>ATTN: LAND MANAGER</p>	<p>(403) 265-6171</p>	<p>(403) 265-6207</p>	<p>Delphi Energy Corp.</p>
<p>ENCANA CORPORATION 500 Centre Street SE PO Box 2850 Calgary, AB T2P 2S5</p> <p>ATTN: LAND MANAGER</p>	<p>(403) 645-2000</p>	<p>(403) 645-3400</p>	<p>Encana Corporation</p>
<p>SEKUR ENERGY MANAGEMENT CORP. 1000, 888 3rd Street SW Calgary, AB T2P 5C5</p> <p>ATTN: LAND MANAGER</p>	<p>(403) 460-0382</p>	<p>(403) 460-3281</p>	<p>Sekur Energy Management Corp.</p>

<p>TALLGRASS ENERGY CORP. by its receiver and manager Grant Thornton Inc. Suite 1540, 700 – 6th Avenue SW Calgary, AB T2P 0T8</p> <p>GUY ODHAMS e-mail: Guy.Odhams@ca.gt.com</p> <p>KEN LENZ e-mail: lenzk@bennettjones.ca</p>	<p>(403) 296-3143</p> <p>(403) 298-3317</p>	<p>(403) 296-2995</p>	<p>Tallgrass Energy Corp.</p>
<p>APACHE CANADA LTD. 1000, 700 9 Ave. SW Calgary, AB T2P 3V4</p> <p>ATTN: LAND MANAGER</p>	<p>(403) 261-1200</p>	<p>(403) 266-5987</p>	<p>Apache Canada Ltd.</p>
<p>ARSENAL ENERGY INC. Suite 1900, 639-5th Avenue SW Calgary, AB T2P 0M9</p> <p>ATTN: LAND MANAGER</p>	<p>(403) 262-4854</p>	<p>(403) 265-6877</p>	<p>Arsenal Energy Inc.</p>
<p>SPYGLASS RESOURCES CORP. 1700, 250 2nd Street SW Calgary, AB T2P 0C1</p> <p>ATTN: LAND MANAGER</p>	<p>(403) 303-8500</p>	<p>(403) 264-0085</p>	<p>Spyglass Resources Corp.</p>
<p>FREEHOLD ROYALTIES PARTNERSHIP 400, 144 – 4 Avenue SW Calgary, AB T2P 3N4</p> <p>ATTN: LAND MANAGER</p>	<p>(403) 221-0802</p>	<p>(403) 221-0888</p>	<p>Freehold Royalties Partnership</p>
<p>CONSERVE OIL POC NATURAL GAS I LIMITED PARTNERSHIP Suite 500, 340 – 12th Avenue SW Calgary, AB T2R 1L5</p> <p>ATTN: LAND MANAGER</p>	<p>(403) 269-9455</p>	<p>(403) 269-1633</p>	<p>Conserve Oil POC Natural Gas I Limited Partnership</p>
<p>PRINCE RESOURCE CORPORATION 115, 1925 - 18th Avenue NE Calgary, AB T2E 7T8</p> <p>ATTN: LAND MANAGER</p>	<p>(403) 230-3089</p>	<p>(403) 295-1842</p>	<p>Prince Resource Corporation</p>
<p>PERPETUAL OPERATING TRUST Suite 3200, 605 5 Avenue SW Calgary, AB T2P 3H5</p> <p>ATTN: LAND MANAGER</p>	<p>(403) 269-4400</p>	<p>(403) 269-4444</p>	<p>Perpetual Operating Trust</p>

<p>CANADIAN NATURAL RESOURCES LIMITED 2500, 855 - 2 Street SW Calgary, AB T2P 4J8</p> <p>ATTN: LAND MANAGER</p>	<p>(403) 517-6700</p>	<p>(403) 517-7350</p>	<p>Canadian Natural Resources Limited</p>
<p>CANADIAN NATURAL RESOURCES 2500, 855 - 2 Street SW Calgary, AB T2P 4J8</p> <p>ATTN: JV MANAGER</p>	<p>(403) 517-6700</p>	<p>(403) 517-7350</p>	<p>Canadian Natural Resources</p>
<p>SINOPEC DAYLIGHT ENERGY LTD. Sun Life Plaza, East Tower Suite 2700, 112 - 4th Avenue SW Calgary, AB T2P 0H3</p> <p>ATTN: LAND MANAGER</p>	<p>(403) 266-6900</p>	<p>(403) 266-6988</p>	<p>Sinopec Daylight Energy Ltd.</p>
<p>HARVEST OPERATIONS CORP. 2100, 330 - 5th Ave. SW Calgary, AB T2P 0L4</p> <p>ATTN: LAND MANAGER</p>	<p>(403) 265-1178</p>	<p>(403) 265-3490</p>	<p>Harvest Operations Corp.</p>
<p>PENN WEST PETROLEUM LTD. Suite 200, Penn West Plaza 207 - 9th Avenue SW P.O. Box 1450 Stn. M Calgary, AB T2P 1K3</p> <p>JERRAD KUBIK e-mail: Jerrad.Kubik@pennwest.com</p>	<p>(403) 777-2500</p>	<p>(403) 777-2699</p>	<p>Penn West Petroleum Ltd.</p>
<p>BURNET, DUCKWORTH & PALMER LLP 2400, 525 - 8th Avenue SW Calgary, AB T2P 1G1</p> <p>TREVOR BATTY e-mail: tbatty@bdplaw.com</p>	<p>(403) 260-0263</p>	<p>(403) 260-0332</p>	<p>Penn West Petroleum Ltd.</p>
<p>HUSKY OIL OPERATIONS LIMITED 707-8th Avenue SW Box 6525, Station "D" Calgary, AB T2P 3G7</p> <p>SHANNON WARD e-mail: shannon.ward@huskyenergy.com</p>	<p>(403) 513-7934</p>	<p>(403) 298-6430</p>	<p>Husky Oil Operations Limited</p>

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<p>CODE HUNTER LLP 850, 440 – 2nd Ave SW Calgary, AB T2P 5E9</p> <p>KATHERINE REIFFENSTEIN e-mail: katherine.reiffenstein@codehunterllp.com</p>	<p>(403) 716-2397</p>	<p>(403) 261-2054</p>	<p>Cameron Construction Services Ltd.</p>
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<p>EAGLE WELL SERVICING CORP., a division of IROC ENERGY SERVICES PARTNERSHIP c/o Western Energy Services Corp. Suite 1700, 215 9th Ave S.W. Calgary, AB T2P 1K3</p> <p>HEATHER STICKEL e-mail: hstickel@wesc.ca</p>	<p>(403) 860-0152</p>	<p>(403) 984-5917</p>	<p>Eagle Well Servicing Corp., a division of IROC Energy Services Partnership</p>
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