

THIS IS EXHIBIT " 1 " referred to in the Affidavit of

Adam Dunayer

Sworn before me this 12th day of April 2016

Erin L. Rolnick

ERIN L ROLNICK
Notary Public - State of New York
NO. 01R06326932
Qualified in Westchester County
My Commission Expires Jun 29, 2019

ASSET PURCHASE AGREEMENT

DATED AS OF March 21, 2016

BETWEEN

QUICKSILVER RESOURCES CANADA INC.,

AS SELLER,

AND

1069130 B.C. LTD.,

AS BUYER

TABLE OF CONTENTS

**ARTICLE I
DEFINITIONS**

1.1 Definitions..... 1
1.2 Other Definitions and Interpretive Matters..... 17

**ARTICLE II
PURCHASE AND SALE**

2.1 Purchase and Sale 18
2.2 Assumed Liabilities 18
2.3 Excluded Liabilities 19
2.4 Cure Costs..... 20
2.5 Licence Transfers..... 20
2.6 Specific Conveyances 21
2.7 Further Assurances..... 22

**ARTICLE III
PURCHASE PRICE**

3.1 Purchase Price..... 22
3.2 Deposit 23

**ARTICLE IV
CLOSING**

4.1 Closing Date..... 23
4.2 Payment on the Closing Date..... 23
4.3 Buyer's Deliveries 23
4.4 Seller's Deliveries 25

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER**

5.1 Organization and Good Standing..... 25
5.2 Authority; Validity; Consents 25
5.3 No Conflict..... 26
5.4 Legal Proceedings..... 26
5.5 Residency 27
5.6 GST 27
5.7 AFEs 27
5.8 Wells; Plug and Abandon Notice..... 27
5.9 Compliance with Laws 27
5.10 Preferential Purchase Rights 27

5.11	Assets Not Removed.....	28
5.12	No Additional Representations and Warranties by Seller	28

**ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF BUYER**

6.1	Organization and Good Standing.....	29
6.2	Authority; Validity; Consents	29
6.3	No Conflict.....	30
6.4	Availability of Funds	30
6.5	Litigation.....	30
6.6	Brokers or Finders.....	30
6.7	Business Use, Bargaining Position, Representation	31
6.8	Qualification	31

**ARTICLE VII
ACTIONS PRIOR TO THE CLOSING DATE**

7.1	Access and Reports	31
7.2	Operations Prior to the Closing Date.....	33
7.3	Commercially Reasonable Efforts	34
7.4	Court Approval	36
7.5	CCAA Filings	37
7.6	Updates and Amendments of Schedules.....	37
7.7	Competition Act Approval.....	37
7.8	Downhole Repairs.....	38
7.9	Confirmation of Tangibles and Wells.....	39

**ARTICLE VIII
ADDITIONAL AGREEMENTS**

8.1	Taxes.....	41
8.2	Allocation of Purchase Price.....	42
8.3	Payments Received.....	43
8.4	Assigned Contracts and Leases.....	43
8.5	Employee Matters	44
8.6	Post-Closing Books and Records and Personnel	44
8.7	Casualty.....	45
8.8	Successor Operator	46
8.9	[Not used.].....	46
8.10	Adjustments	46
8.11	Interim Statement of Adjustments	48
8.12	Adjustment Post Closing.....	48

**ARTICLE IX
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE**

9.1	Accuracy of Representations	50
9.2	Seller's Performance	50
9.3	No Order	50
9.4	Seller's Deliveries	50
9.5	Approval and Vesting Order.....	51
9.6	Competition Act Approval.....	51
9.7	Elk Falls Purchase.....	51

**ARTICLE X
CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLER TO CLOSE**

10.1	Accuracy of Representations	51
10.2	Approval and Vesting Order in Effect.....	51
10.3	Buyer's Performance	51
10.4	No Order	52
10.5	Buyer's Deliveries	52
10.6	Competition Act Approval.....	52

**ARTICLE XI
TERMINATION**

11.1	Termination Events.....	52
11.2	Effect of Termination.....	54
11.3	Disposition of Deposit	55

**ARTICLE XII
NORM**

12.1	NORM.....	55
------	-----------	----

**ARTICLE XIII
GENERAL PROVISIONS**

13.1	Survival	56
13.2	Confidentiality	56
13.3	Public Announcements	56
13.4	Notices	57
13.5	Waiver, Waiver of Damages.....	58
13.6	Entire Agreement; Amendment.....	58
13.7	Assignment	58
13.8	Severability	58
13.9	Expenses	59
13.10	Time of Essence.....	59

13.11	Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.....	59
13.12	Counterparts	60
13.13	Parties in Interest; No Third Party Beneficiaries	60
13.14	Non-Recourse	60
13.15	Disclosure Schedules; Materiality	60

SCHEDULES

Schedule A	Assets Listing
Schedule B	Disclosure Schedule
Schedule C	Excluded Assets
Schedule D	Deposit Escrow Agreement
Schedule E	Allocated Values
Schedule F	Form of General Conveyance
Schedule G	Form of Approval and Vesting Order
Schedule H	Form of Assumption Agreement
Schedule I	BCOGC Security Amount Escrow Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is made as of March 21, 2016 between Quicksilver Resources Canada Inc. ("**QRCI**"), an Alberta corporation ("**Seller**"), and 1069130 B.C. Ltd., a British Columbia corporation ("**Buyer**"). Capitalized terms used but not otherwise defined herein have the meanings set forth in Article I. Seller and Buyer are sometimes referred to collectively herein as the "**Parties**" and individually as a "**Party**".

RECITALS

WHEREAS, Seller is engaged in the business of onshore oil and natural gas exploration, development and production in the provinces of Alberta and British Columbia, and owns certain oil and gas leases and associated assets more particularly described in Section 2.1;

WHEREAS, on March 8, 2016, Seller commenced proceedings under the CCAA, and pursuant to the order of the Honourable Mr. Justice D.B. Nixon of the Court filed March 9, 2016, Seller has been operating under CCAA protection since that time;

WHEREAS, Seller desires to sell to Buyer all of the Oil and Gas Assets, and Buyer desires to purchase from Seller all of the Oil and Gas Assets and assume all of the Assumed Liabilities, upon the terms and conditions hereinafter set forth;

WHEREAS, Seller's ability to consummate the Transaction is subject to, among other things, the entry of the Approval and Vesting Order by the Court;

NOW, THEREFORE, in consideration of the premises, the mutual promises herein made, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

1.1 Definitions

For purposes of this Agreement, the following terms have the meanings specified or referenced below.

- (a) "**Accounting Referee**" has the meaning set forth in Section 8.12(e).
- (b) "**Action**" means any legal action, suit or arbitration, or any inquiry, proceeding or investigation, by or before any Governmental Authority.
- (c) "**Affiliate**" means with respect to a Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common

control of such Person where, for the purposes of this definition only, "**control**", "**controlling**" or "**controlled**" means the possession, direct or indirect, of the power to direct the management and policies of such other Person, whether through the ownership of voting securities or by contract, partnership agreement, trust arrangement or other means.

- (d) "**Agreement**" has the meaning set forth in the introductory paragraph.
- (e) "**Approval and Vesting Order**" means an order of the Court approving the sale by Seller to Buyer of the Oil and Gas Assets in accordance with the provisions of this Agreement, and vesting all of Seller's right, title and interest in and to the Oil and Gas Assets in Buyer, substantially in the form attached hereto as Schedule G.
- (f) "**Asset Taxes**" has the meaning set forth in Section 8.1(b).
- (g) "**Assigned Contracts**" means all Contracts including sales and purchase contracts, operating agreements, exploration agreements, development agreements, seismic licenses, balancing agreements, farmout agreements, service agreements, transportation, surface use agreements and other surface or subsurface rights agreements, processing, treatment and gathering agreements, equipment leases and other contracts, agreements and instruments, insofar as they relate to the Oil and Gas Assets (other than the Excluded Assets), including the Marketing and Midstream Agreements and the Title Documents other than the Leases.
- (h) "**Assumed Liabilities**" has the meaning set forth in Section 2.2.
- (i) "**Assumption Agreement**" has the meaning set forth in Section 2.2.
- (j) "**Base Purchase Price**" has the meaning set forth in Section 3.1.
- (k) "**BCOGC Security Amount**" means \$3,703,620, which represents the amount required to be deposited with the British Columbia Oil and Gas Commission on order to bring the Oil and Gas Assets into compliance with Legal Requirements, obtain requisite approvals and facilitate the completion of the Licence Transfers.
- (l) "**BCOGC Security Amount Escrow Agreement**" means the escrow agreement among Seller, Buyer and the Escrow Agent relating to the Deposit referenced in Section 2.5(c), attached hereto as Schedule I.

- (m) "**Business Day**" means a day, other than a Saturday or Sunday, on which Canadian chartered banks are open for the transaction of domestic business in Calgary, Alberta.
- (n) "**Buyer**" has the meaning set forth in the introductory paragraph.
- (o) "**Buyer Termination Notice**" has the meaning set forth in Section 11.1(b)(ii).
- (p) "**Casualty Loss**" means any loss, damage, or destruction of the Oil and Gas Assets that occurs during the period between the date of execution of this Agreement and the Closing for any reason, including any act of God, fire, explosion, collision, earthquake, windstorm, flood, terrorism, or other casualty or condemnation taking under the right of eminent domain, but excluding any loss, damage, or destruction as a result of depreciation, ordinary wear and tear, and any change in condition of the Oil and Gas Assets for production of Petroleum Substances through normal depletion (which exclusion shall include the watering-out of any Well, collapsed casing, sand infiltration of any Well, or other reservoir changes relating to production issues).
- (q) "**Casualty Loss Amount**" has the meaning set forth in Section 8.7(b).
- (r) "**CCAA Proceedings**" means the proceedings commenced by Seller under the CCAA in the Court having Court file number 1601-03113 and styled *In The Matter Of The Compromise Or Arrangement Of Quicksilver Resources Canada Inc., 0942065 B.C. Ltd. and 0942069 B.C. Ltd.*, which is currently pending before the Court as of the date hereof.
- (s) "**CCAA**" means the *Companies' Creditors Arrangement Act* R.S.C. 1985, c. C-36.
- (t) "**Closing**" has the meaning set forth in Section 4.1.
- (u) "**Closing Date**" means the date and time as of which the Closing occurs as set forth in Section 4.1.
- (v) "**Competition Act**" means the *Competition Act* R.S.C. 1985, c. C-34.
- (w) "**Competition Act Approval**" means that:
 - (i) the Commissioner of Competition appointed under the Competition Act or any Person authorized to exercise the powers

and perform the duties of the Commissioner of Competition (the "**Commissioner**") has issued an advance ruling certificate pursuant to section 102 of the Competition Act in respect of the Transaction; or

(ii) notification of the Transaction pursuant to section 114 of the Competition Act has been given and either the applicable waiting period under section 123 of the Competition Act:

(A) has expired and the Commissioner has advised the Parties in writing that the Commissioner does not intend at the current time to apply to the Competition Tribunal for an order under section 92 of the Competition Act in respect of the Transaction; or

(B) has been waived by the Commissioner, on terms and conditions satisfactory to the Parties, acting reasonably; or

(iii) the Commissioner has waived the obligation to notify the Transaction pursuant to section 114 of the Competition Act and the Commissioner has advised Buyer and Seller in writing that the Commissioner does not intend at the current time to apply to the Competition Tribunal for an order under section 92 of the Competition Act in respect of the Transaction.

- (x) "**Confidentiality Agreement**" has the meaning set forth in Section 13.2.
- (y) "**Contract**" means any agreement, contract, obligation, promise or undertaking (in each case, whether written or oral), other than a Lease, that is legally binding.
- (z) "**Court**" means the Court of Queen's Bench of Alberta.
- (aa) "**Cure Costs**" has the meaning set forth in Section 2.4.
- (bb) "**Deposit**" has the meaning set forth in Section 3.2.
- (cc) "**Deposit Escrow Agreement**" means the escrow agreement among Seller, Buyer and the Escrow Agent relating to the Deposit referenced in Section 3.2.
- (dd) "**Disclosure Schedule**" means Schedule B.

- (ee) **"Downhole Repair Cost Estimate"** has the meaning set forth in Section 7.8(a)(ii).
- (ff) **"Effective Date"** means March 22, 2016.
- (gg) **"Effective Time"** means 8:00 a.m., Mountain Standard Time, on March 22, 2016.
- (hh) **"Encumbrance"** means any charge, lien, claim, mortgage, lease, sublease, hypothecation, deed of trust, pledge, security interest, option, right of use or possession, right of first offer or first refusal, easement, servitude, restrictive covenant, encroachment, encumbrance, third party interest or other restriction or limitation of any kind.
- (ii) **"Environmental Laws"** means all common law and Legal Requirements relating to the protection of the environment and related employee and public health and safety, and without restricting the generality of the foregoing, includes those Legal Requirements relating to the discovery, development, production, gathering, use, storage, transmission, transportation, treatment and disposal of Petroleum Substances, the emission, discharge, release or threatened release of substances into or onto the air, water or land and the clean-up and remediation of contaminated sites, in each case insofar as the protection of the environment and related employee and public health and safety is concerned.
- (jj) **"Escrow Agent"** means Bennett Jones LLP.
- (kk) **"ETA"** means Part IX of the *Excise Tax Act* (Canada).
- (ll) **"Excluded Assets"** means those assets set forth in Schedule C.
- (mm) **"Excluded Contracts"** means those Contracts described as such in Schedule C.
- (nn) **"Excluded Liabilities"** has the meaning set forth in Section 2.3.
- (oo) **"Facilities"** means the facilities identified in Schedule A.
- (pp) **"Final Settlement Statement"** has the meaning set forth in Section 8.12.
- (qq) **"Final Statement of Adjustments"** has the meaning set forth in Section 8.12(a).

- (rr) **"General Conveyance"** means the general conveyance agreement in the form attached hereto as Schedule F.
- (ss) **"Governmental Authority"** means any federal, provincial, municipal, county or regional government or government authority or other law, regulation or rule making entity, including any court, department, commission, bureau, board, tribunal, administrative agency or regulatory body of any of the foregoing, that exercises jurisdiction over the Oil and Gas Assets or the Parties.
- (tt) **"Governmental Authorization"** means any approval, consent, license, permit, waiver or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.
- (uu) **"Hazardous Substance"** means any **"pollutant," "contaminant," "hazardous waste," "hazardous material,"** or **"hazardous substance"** that is or becomes identified, listed, published, or defined under any of the Environmental Laws.
- (vv) **"Interim Period"** means the period commencing at the Effective Time and ending on and including the Closing Date.
- (ww) **"Interim Statement of Adjustments"** has the meaning set forth in Section 8.11.
- (xx) **"Knowledge"** means (i) with respect to Seller, the actual knowledge (without any duty of inquiry) of any of the following individuals: David Rushford and David Haugen, and (ii) with respect to Buyer, the actual knowledge (without any duty of inquiry) of any of the senior officers of Buyer..
- (yy) **"Lands"** means the lands described in Schedule A (subject to the restrictions and exceptions as to geological formations and Petroleum Substances as set forth in Schedule A) and any lands pooled or unitized therewith.
- (zz) **"Leased Substances"** means Seller's Interest in all Petroleum Substances or rights to Petroleum Substances that are granted, reserved or otherwise conferred by or under the Title Documents.
- (aaa) **"Leases"** means the leases and licences of Petroleum Substances (or any of them) that are described in Schedule A, insofar as they relate to the Lands.

- (bbb) **"Legal Requirement"** means all laws, orders, statutes, rules, by-laws, decrees, regulations, directives, judgments, declarations and similar pronouncements made by the Crown or other Governmental Authority.
- (ccc) **"Liability"** mean any debt, loss, claim, damage, demand, fine, judgment, penalty, liability or obligation (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and **"Liabilities"** shall be construed accordingly.
- (ddd) **"Licences"** means all governmental (whether federal, provincial or local) permits, licences, authorizations, franchises, grants, easements, variances, exceptions, consents, certificates, approvals and related instruments or rights of any Governmental Authority or other third party, and any writ, judgment, decree, award, order, injunction or similar order, writ, ruling, directive or other requirement of any Governmental Authority (in each such case whether preliminary or final) required of Seller pertaining to or used in connection with, the Petroleum and Natural Gas Rights or the Tangibles, excluding the Excluded Assets.
- (eee) **"Licence Transfers"** means, other than the Specific Conveyances, any transfers or assignments of Licences.
- (fff) **"Marketing and Midstream Agreements"** means agreements in respect of:
- (i) the purchase or sale of gas, oil or other Petroleum Substances;
 - (ii) gas balancing, hedging or other derivatives;
 - (iii) the dedication, transportation, processing, compression, treatment, gathering, disposal or storage of Petroleum Substances; and
 - (iv) other like agreements;
- described in Schedule A.
- (ggg) **"Material Adverse Effect"** means any change, event or occurrence that individually or in the aggregate (taking into account all other such changes, events or occurrences) has had, or would be reasonably likely to have, a material adverse change in or material adverse effect on the Oil and Gas Assets or Seller's business (excluding the Excluded Assets and the Excluded Liabilities), in each case taken as a whole, but excluding:

- (i) any change or effect to the extent that it results from or arises out of the pendency of (A) the CCAA Proceedings or (B) the U.S Bankruptcy Case;
 - (ii) the execution and delivery of this Agreement or the announcement thereof or consummation of the Transaction;
 - (iii) changes in (or proposals to change) Legal Requirements, generally accepted accounting principles or other accounting regulations or principles;
 - (iv) acts of God, including hurricanes, storms and other natural disasters; or
 - (v) any action contemplated by this Agreement or taken at the request of Buyer;
 - (vi) any change or effect generally applicable to (A) the industries and markets in which Seller operates or (B) economic or political conditions or the securities or financial markets in any country or region; and
 - (vii) any outbreak or escalation of hostilities or war or any act of terrorism.
- (hhh) **"Miscellaneous Interests"** means Seller's Interest in and to all property, assets and rights (other than the Petroleum and Natural Gas Rights, the Tangibles, and the Excluded Assets) pertaining to or used in connection with, the Petroleum and Natural Gas Rights or the Tangibles to which Seller is entitled on the Closing Date including the following property, assets and rights:
- (i) the Assigned Contracts;
 - (ii) to the extent transferable pursuant to applicable Legal Requirements, all Licences;
 - (iii) the Surface Rights;
 - (iv) the Wells, including the related wellbores and casing;

- (v) all records, books, files, reports, data, documents and information, including seismic data, well files, lease files, agreement files and production records;
- (vi) phone lines, satellite services, cellular modems, cell phones, computer hardware, printers, routers, software, copiers and other office machines, all as may be located at or attached to the Facilities; and
- (vii) all Suspense Funds;

but only to the extent that the above pertain to or are used in connection with the Petroleum and Natural Gas Rights or the Tangibles.

- (iii) "**NORM**" means naturally occurring radioactive materials.
- (jjj) "**Oil and Gas Assets**" means the Petroleum and Natural Gas Rights, the Tangible Property and the Miscellaneous Interests.
- (kkk) "**Order**" means any award, writ, injunction, judgment, order or decree entered, issued, made, or rendered by any Governmental Authority.
- (lll) "**Outside Date**" has the meaning set forth in Section 11.1(a)(iii).
- (mmm) "**Party**" or "**Parties**" means, individually or collectively, Buyer and Seller.
- (nnn) "**Paying Party**" has the meaning set forth in Section 8.1(c).
- (ooo) "**Permitted Encumbrances**" means any of the following:
 - (i) any rights, obligations, or duties reserved to or vested in any municipality or other Governmental Authority to:
 - (A) control or regulate any Oil and Gas Asset in any manner including all applicable Legal Requirements;
 - (B) purchase, condemn, expropriate, or recapture any Oil and Gas Asset;
 - (C) designate a purchaser of any Oil and Gas Asset; or
 - (D) use any Oil and Gas Asset in any manner or increase the applicable Working Interest in a Lease below that shown in Schedule A;

- (ii) the terms and conditions of all of the Assigned Contracts;
- (iii) any consent applicable to the Transaction;
- (iv) easements, rights-of-way, servitudes, permits, surface leases, and other similar rights on, over, or in respect of any of the Oil and Gas Assets, as long as any such encumbrances, individually or in the aggregate, do not interfere in any material respect with Seller's use or operation of the Oil and Gas Assets (as currently used or operated) burdened thereby;
- (v) all royalties, overriding royalties, production payments, net profits interests, reversionary interests, carried interests, and other burdens shown in Schedule A;
- (vi) defects or irregularities of title:
 - (A) as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Seller's title; or
 - (B) arising out of lack of corporate authorization or a variation in corporate name;
- (vii) liens or other Encumbrances for Taxes not yet due and payable or that are being contested in good faith;
- (viii) materialman's, mechanic's, repairman's, employee's, contractor's, operator's, and other similar liens or Encumbrances arising in the ordinary course of business for payments not yet delinquent that are inchoate and have not been perfected pursuant to law or that are contained in joint operating agreements or similar agreements covering the Oil and Gas Assets or if delinquent, that are being contested in good faith;
- (ix) abandonment, plugging and surface restoration obligations;
- (x) all requirements to obtain the consent or approval of, or to submit notices or filings with, or other actions by, Governmental Authorities in connection with the conveyance of the Leases, if the same are customarily sought and received after the Closing;

- (xi) calls on production of Petroleum Substances under any Assigned Contracts;
 - (xii) the terms and conditions of the Leases, including any depth limitations or similar limitations that may be set forth therein and any liens or security interests reserved in the Leases for royalty, bonus, or rental, or for compliance with the terms of the Leases;
 - (xiii) liens, obligations, defects, irregularities, or other Encumbrances affecting the Oil and Gas Assets that would be waived by an reasonable prudent operator or company experienced in the acquisition or divestiture of producing properties;
 - (xiv) mortgages on the lessor's interest under an Assigned Lease and Interest;
 - (xv) liens or trusts arising in connection with workers' compensation, unemployment insurance, or pension;
 - (xvi) conventional rights of reassignment obligating Seller to reassign its interest in any portion of the Leases to a third party, if such right is only triggered when Buyer expressly indicates its intention to release or abandon such interest prior to the expiration of the primary term or other termination of such interest; and
 - (xvii) any Encumbrances that will not be released by the Approval and Vesting Order.
- (ppp) **"Person"** means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization or other entity or Governmental Authority.
- (qqq) **"Petroleum and Natural Gas Rights"** means, other than the Excluded Assets, Seller's Interest in and to the Lands, the Leases and the Petroleum Substances, excluding the Excluded Assets.
- (rrr) **"Petroleum Substances"** means any and all of crude oil, crude bitumen and products derived therefrom, synthetic crude oil, petroleum, natural gas and all related hydrocarbons (including liquid hydrocarbons) and all other substances relating to any of the foregoing, whether liquid, gaseous or solid, and whether hydrocarbons or not, and all products derived from any of the foregoing (except coal but including sulphur).

- (sss) **"Phase I Environmental Site Assessment"** means a Phase I environmental property assessment of the Oil and Gas Assets that satisfies the basic assessment requirements set forth under the current ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13).
- (ttt) **"Preliminary Settlement Statement"** means that certain statement provided by Seller to Buyer pursuant to Section 8.11, as amended (if applicable) by mutual agreement prior to Closing, setting forth those initial adjustments to the Base Purchase Price made at Closing.
- (uuu) **"Prime Rate"** means an annual rate of interest equal to the annual rate of interest announced from time to time by the main branch of ATB Financial in Calgary, Alberta, as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans provided that such rate shall be determined on the last day of each month and applied to the next succeeding month.
- (vvv) **"Proceeding"** means any Action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority.
- (www) **"Purchase Price"** has the meaning set forth in Section 3.1.
- (xxx) **"Reimbursing Party"** has the meaning set forth in Section 8.1(c).
- (yyy) **"Release"** means any past or present spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of a Hazardous Substance into the environment (including the abandonment or discharging of barrels, containers and other closed receptacles containing any Hazardous Substance).
- (zzz) **"Representative"** means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.
- (aaaa) **"Sale Approval Application"** means the application to be filed by Seller under the CCAA seeking entry of the Approval and Vesting Order by the Court.
- (bbbb) **"Security Arrangements"** has the meaning set forth in Section 8.4(c).

- (cccc) "**Seller Employees**" means employees and consultants identified by Seller whose employment or consulting obligations relate to the Oil and Gas Assets.
- (dddd) "**Seller Parties**" means Seller, its Affiliates and the former, current or future equity holders and Representatives of each of the foregoing.
- (eeee) "**Seller Termination Notice**" has the meaning set forth in Section 11.1(c)(i)(B).
- (ffff) "**Seller**" has the meaning set forth in the introductory paragraph.
- (gggg) "**Seller's Interest**" means all of Seller's right, interest, title and estate, whether absolute or contingent, legal or beneficial.
- (hhhh) "**Seller's Obligations**" has the meaning set forth in Section 8.4(c).
- (iiii) "**Straddle Period**" has the meaning set forth in Section 8.1(b).
- (jjjj) "**Specific Conveyances**" means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable, in accordance with normal oil and gas industry practices, to convey, assign and transfer the Oil and Gas Assets to Buyer and to novate Buyer in the place and stead of Seller and/or its Affiliates with respect to the Oil and Gas Assets, *provided however*, that no Specific Conveyance shall confer or impose upon a Party any greater right or obligation than contemplated in this Agreement.
- (kkkk) "**Subsidiary**" means any entity with respect to which a specified Person directly or indirectly (through one or more intermediaries) has the power, through the direct or indirect ownership of securities or otherwise, to elect a majority of the directors or similar managing body.
- (llll) "**Surface Rights**" means all rights of Seller or its Affiliates to use the surface of land in connection with the Oil and Gas Assets and the operations thereon, including rights to enter upon, use, occupy and enjoy the surface of lands upon which the Tangibles and the Wells are located or any lands which are or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including such rights Seller reasonably requires for its other operations on the Lands, provided that in all such instances, Buyer shall, insofar as it has the right to do so and on such terms that are reasonable, provide Seller

with such rights of use as Seller may reasonably require for such operations.

(mmmm) "**Suspense Funds**" means proceeds of production and interest in respect of any of the Oil and Gas Assets that are payable to third parties and are being held in suspense by Seller as the operator of such Oil and Gas Assets.

(nnnn) "**Tangible Property**" means Seller's Interest in the Tangibles.

(oooo) "**Tangibles**" means the Facilities, and any and all tangible depreciable equipment and facilities that are located within, upon, or in the immediate vicinity of the Lands, or that are used or intended to be used in producing, gathering, processing, treating, dehydrating, measuring, transporting, making marketable or storing Petroleum Substances, excluding the Excluded Assets but including:

- (i) facilities for water injection or removal operations in respect of such Petroleum Substances;
- (ii) the tangibles listed in Schedule A and also including all equipment, machinery, fixtures and other tangible personal property and improvements located on, used or held for use or obtained in connection with the ownership or operation of the Lands, including tanks, boilers, plants, buildings, field offices and other structures, fixtures, injection facilities, saltwater disposal facilities, compressors and other compression facilities (whether installed or not), pumping units, flow lines, pipelines, gathering systems, treating or processing systems or facilities, meters, machinery, power and other utility lines, roads, computer and automation equipment, telecommunications equipment, field radio telemetry and associated frequencies and licences, pressure transmitters, central processing equipment, tools, spare parts, warehouse stock, and the vehicles identified in Schedule A (and all equipment used in connection with such rolling stock, including safety equipment, special tools, dynamometers, hand tools and fluid level equipment), and other appurtenances, improvements and facilities; and
- (iii) all pipes, casing, tubulars, fittings, and other spare parts, supplies, tools, and materials located on, used or held for use on or held as

inventory in connection with the ownership or operation of the Lands and other Tangibles.

- (pppp) **"Tax"** or **"Taxes"** (and with correlative meaning, **"Taxable"** and **"Taxing"**) means any federal, state, provincial, local, foreign or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, licence, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis, or in any other manner, including any interest, penalty or addition thereto, whether disputed or not.
- (qqqq) **"Tax Act"** means the *Income Tax Act* (Canada).
- (rrrr) **"Tax Return"** means any return, declaration, report, claim for refund, information return or other document (including any related or supporting estimates, elections, schedules, statements, or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.
- (ssss) **"Third Parties"** means any Person other than Seller, Buyer and their Affiliates.
- (tttt) **"Third Party Inspector"** has the meaning set forth in Section 7.8(a)(i).
- (uuuu) **"Thirteenth Month Adjustment"** means a reconciliation pursuant to an agreement that provides that during a period (usually a calendar year) revenues and expenses (or either of them) will be distributed to or paid by one or more parties to the agreement on the basis of estimates thereof and that following the end of the period (usually the first calendar month after the end of the period), the actual amount of the revenues or costs will be determined and a reconciliation between the estimated amounts and the actual amounts will be made.

(vvvv) "**Title Documents**" means, except in respect of the Excluded Assets, any and all Leases, unit agreements, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, agreements for the construction, ownership and operation of facilities, contract operating agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling agreements and any other documents and agreements granting, reserving or otherwise conferring Working Interests and other rights to and in respect of:

- (i) explore for, drill for, produce, take, use or market Petroleum Substances;
- (ii) share in the production of Petroleum Substances;
- (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances that are produced; and
- (iv) acquire any of the rights described in subparagraphs (i) to (iii) above;

including those, if any, set out in Schedule A, but only to the extent that the foregoing subparagraphs (i) through (iv) pertain to Petroleum Substances within, upon or under the Lands.

(www) "**Transaction**" means the sale and purchase of the Oil and Gas Assets by Seller to Buyer as contemplated by this Agreement.

(xxxx) "**Transaction Documents**" means this Agreement, the Specific Conveyances and any other agreements, instruments or documents entered into pursuant to this Agreement.

(yyyy) "**Transfer Taxes**" has the meaning set forth in Section 8.1(a).

(zzzz) [not used]

(aaaa) "**U.S. Bankruptcy Case**" means the cases commenced by Quicksilver Resources Inc. and certain of its Affiliates under chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the District of Delaware.

(bbbb) "**U.S. Bankruptcy Code**" means Title 11 of the United States Code, Sections 101 et seq.

- (cccc) "**U.S. Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware.
- (dddd) "**Wells**" means the oil, gas, water, disposal, observation and injection wells located on the Lands, whether producing, non-producing, shut-in, or temporarily abandoned, including, without limitation, those described in Schedule A.
- (eeee) "**Working Interest**" means an undivided percentage ownership interest, under a Lease, in the rights to explore and drill for, produce, take, win and remove the Petroleum Substances that are subject to the Lease, together with the associated liability for the said percentage of the costs and expenses of the said activities.

1.2 Other Definitions and Interpretive Matters

- (a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:
- (i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day.
 - (ii) Dollars. Any reference in this Agreement to \$ means Canadian dollars.
 - (iii) Schedules. All Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.
 - (iv) Gender and Number. Any reference in this Agreement to gender includes all genders, and words imparting only the singular number include the plural and vice versa.
 - (v) Headings. The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement. All references in this Agreement to any "Section" or "Article" are to the

corresponding Section or Article of this Agreement unless otherwise specified.

- (vi) Herein. Words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires.
- (vii) Including. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.
- (viii) No Strict Construction. Buyer, on the one hand, and Seller, on the other hand, participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer, on the one hand, and Seller, on the other hand, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsman shall be applied against any Person with respect to this Agreement.

ARTICLE II

PURCHASE AND SALE

2.1 Purchase and Sale

Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Seller shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, the Oil and Gas Assets to Buyer, and Buyer shall purchase the Oil and Gas Assets from Seller pursuant to the Approval and Vesting Order.

2.2 Assumed Liabilities

Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Buyer shall execute and deliver to Seller the Assumption Agreement in the form attached hereto as Schedule H (the "**Assumption Agreement**") pursuant to which Buyer shall assume and agree to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), only the following Liabilities (collectively, the "**Assumed Liabilities**") and no others:

- (a) subject to Section 2.2(b):

- (i) all Liabilities for debts and other liquidated amounts under the Assigned Contracts; and
- (ii) all other Liabilities (excluding Environmental Liabilities) in respect of the Oil and Gas Assets (including the Surface Rights) or the operation, use or ownership thereto;

in each case to the extent that such Liabilities arise or accrue on or after the Closing Date; provided that, for greater certainty, nothing in this Section 2.2(a) shall affect the adjustments provided for under Sections 8.10 and 8.11 inclusive;

- (b) all Environmental Liabilities regardless when they arise or accrue;
- (c) all of Seller's Liabilities in respect of the Surface Rights, whether such Liabilities arise prior to, at, or after the Effective Time;
- (d) all Cure Costs;
- (e) all Taxes with respect to the Oil and Gas Assets, except Asset Taxes that are the responsibility of Seller pursuant to Section 8.1(b);
- (f) all Transfer Taxes;
- (g) all of Seller's Liabilities in connection with the Suspense Funds; and
- (h) to the extent not already described in Sections 2.2(a) through (g) above, all Liabilities arising from, related to, or associated with the Oil and Gas Assets, whether such Liabilities arose or arise prior to, at, or after the Effective Time.

2.3 Excluded Liabilities

Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of Seller, and Seller shall be solely and exclusively liable with respect to all Liabilities of Seller, other than the Assumed Liabilities (such Liabilities other than Assumed Liabilities, collectively, the "**Excluded Liabilities**"). For purposes of clarity, and without limitation of the generality of the foregoing, the Excluded Liabilities shall include, without limitation, each of the following Liabilities of Seller, other than the Assumed Liabilities:

- (a) all indebtedness for borrowed money of Seller;
- (b) all guarantees of third party obligations by Seller and reimbursement obligations to guarantors of Seller's obligations or under letters of credit;
- (c) all accrued expenses and accounts payables;

- (d) Asset Taxes that are the responsibility of Seller pursuant to Section 8.1(b);
- (e) those Actions and Proceedings set forth in the Disclosure Schedule;
- (f) all Liabilities of Seller to any owner or former owner of capital stock or warrants, or holder of indebtedness for borrowed money;
- (g) drafts or checks outstanding at the Closing; and
- (h) any claims to the extent related to the Excluded Assets.

2.4 Cure Costs

On or prior to the Closing, Buyer shall pay, pursuant to Section 11.3(4) of the CCAA and the Approval and Vesting Order, any and all cure and reinstatement costs or expenses relating to the assignment and assumption of the Assigned Contracts and Leases (the "**Cure Costs**") to which Seller is party and that are included in the Oil and Gas Assets.

2.5 Licence Transfers

- (a) Within five (5) Business Days following Closing, Seller shall prepare and where applicable, electronically submit an application to the applicable Governmental Authority for the Licence Transfers and Buyer or its nominee shall, where applicable, at the same time electronically ratify and sign such application.
- (b) If a Governmental Authority denies any Licence Transfers because of misdescription or other minor deficiencies in the application, Seller shall within five (5) Business Days of such denial correct the application and amend and re-submit the application for the Licence Transfers and Buyer or its nominee shall, where applicable, electronically ratify and sign such application.
- (c) In the event that Buyer is required to make any deposits or furnish any other form of security to a Governmental Authority in order to meet the qualification requirements of Buyer as specified in Section 6.8 in relation to facilitating the approval of any Licence Transfers by the applicable Governmental Authority, Buyer shall promptly make such deposit or furnish such other form of security as is required. In addition (and without limiting the generality of the foregoing), at or prior to Closing, Buyer shall have deposited or cause to have been deposited the BCOGC Security Amount with the Escrow Agent. The BCOGC Security Amount will be held by the Escrow Agent and disbursed strictly in accordance with the BCOGC Security Amount Escrow Agreement.

- (d) If Buyer fails to make a deposit or furnish security it is required to make or furnish under Section 2.5(c) within ten (10) days of Buyer's receipt of notification from Seller or the applicable Governmental Authority that such deposit or security is required, then Seller shall have the right to make such deposit or furnish such security on behalf of Buyer. In such event, Buyer shall (as applicable) reimburse the amount of such deposit or the costs of such security to Seller plus interest thereon at the Prime Rate plus four percent (4%) from the date such deposit or security is made or furnished by Seller until such reimbursement is made and, in the case of security, cause the security to be returned to Seller as soon as possible and indemnify Seller for the amount and costs of any draws on the security plus interest thereon at the Prime Rate from the date such draw is made until such indemnification is made. In addition to all other rights to enforce such reimbursement otherwise available to Seller, Seller shall have the right to set-off the amount of such reimbursement or indemnification (including interest) against other monies due to Buyer pursuant to this Agreement.

2.6 Specific Conveyances

- (a) Seller shall prepare the Specific Conveyances at its cost. Seller shall use commercially reasonable efforts to prepare all required Specific Conveyances prior to the Closing Date, and Seller shall provide Buyer with an opportunity to review same. If all Specific Conveyances are not prepared prior to the Closing time, Seller shall prepare them as soon as practicable after Closing, and in any event no later than thirty (30) days after Closing. It shall not be necessary for Specific Conveyances to have been executed prior to or at Closing by Third Parties. Promptly after Closing, and at Buyer's cost, Seller shall deliver all Specific Conveyances to Third Parties and each applicable Governmental Authority in accordance with normal industry practices and the Approval and Vesting Order, and shall attend to the registration of Specific Conveyances with each applicable Governmental Authority in accordance with normal industry practices.
- (b) Buyer shall use all commercially reasonable efforts to become, as soon as reasonably practicable following Closing, the recognized and beneficial holder of the Oil and Gas Assets in the place and stead of Seller, and shall where Seller is the registering party, promptly take whatever steps are necessary to verify such registrations.
- (c) Subject to the requirements relating to Licence Transfers under Section 2.5, Buyer shall bear all out of pocket costs, fees and deposits of every nature and kind incurred (whether by Seller or Buyer) in registering any Specific Conveyances

and registering any further assurances required to convey the Oil and Gas Assets to Buyer.

- (d) Any transfer or assignment of the legal interest of Seller or any Affiliate thereof in the Title Documents requiring notice to or consent from a third party shall not be assigned or transferred to Buyer until and unless the notice or consent requirements have been satisfied. Each Party shall use commercially reasonable efforts, as to matters within its control, to satisfy such requirements as of the Closing Date, and Buyer shall furnish any deposits or security reasonably required to complete such transfers and assignments in accordance with normal industry practices, the Approval and Vesting Order, the provisions of the Leases and the Contracts, and applicable Legal Requirements.

2.7 Further Assurances

The Parties agree to (a) furnish upon request to each other such further information, (b) execute, acknowledge and deliver to each other such other documents, and (c) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the Transaction Documents; provided that nothing in this Section 2.7 shall prohibit Seller from ceasing operations or winding up its affairs (including, without limitation, through a bankruptcy) following the Closing.

ARTICLE III PURCHASE PRICE

3.1 Purchase Price

The purchase price for the purchase, sale, assignment and conveyance of Seller's right, title and interest in, to and under the Oil and Gas Assets shall consist of the following (collectively, the "**Base Purchase Price**"):

- (a) cash in an amount equal to [REDACTED] and
- (b) the assumption of the Assumed Liabilities.

Notwithstanding the foregoing, the Base Purchase Price shall be adjusted as provided in Sections 8.7(b), 8.10, 8.11 and 8.12 hereof (as adjusted, the "**Purchase Price**"). The cash components of the Purchase Price shall be delivered by Buyer as set forth in Section 4.2.

In the determination of the Base Purchase Price payable for the Oil and Gas Assets, the Parties agree that the extent and value of past, present and future environmental, abandonment or reclamation liabilities related to the Oil and Gas Assets is unknown as of the Closing Date, and the Parties have not attributed a specific or agreed to value with regard to either (i) such

liabilities, or (ii) the indemnities provided for in this Agreement, nor shall there be any adjustments made to the Base Purchase Price in relation thereto.

3.2 Deposit

Concurrently with the execution and delivery of this Agreement, Buyer shall cause to be delivered to the Escrow Agent a deposit (the "**Deposit**") of [REDACTED] [REDACTED] e. Upon Closing, the Deposit shall be applied to the Purchase Price. The Deposit will be held by the Escrow Agent and disbursed strictly in accordance with the Deposit Escrow Agreement attached hereto as Schedule D. Upon Closing, the Deposit (plus any interest that has actually accrued thereon) shall be released by the Escrow Agent to Seller and applied to the Purchase Price in accordance with Section 11.3. If Closing does not occur, the Deposit (plus any interest that has actually accrued thereon) shall be subject to the terms of Section 11.3.

ARTICLE IV

CLOSING

4.1 Closing Date

Upon the terms and subject to the conditions hereof, the closing of the sale of the Oil and Gas Assets and the assumption of the Assumed Liabilities contemplated hereby (the "**Closing**") shall take place at 9:00 a.m., Mountain Standard Time, at the offices of Seller in Calgary, Alberta or such other place as may be agreed upon in writing by the Parties, no later than three (3) Business Days following the date on which the Approval and Vesting Order is granted, provided that the conditions set forth in Article IX and Article X have been satisfied or, if permissible, waived, excepting the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, if permissible, waiver of such conditions. The date and time at which the Closing actually occurs is hereinafter referred to as the "**Closing Date**".

4.2 Payment on the Closing Date

Subject to satisfaction or, if permissible, waiver of the conditions set forth in Article IX and Article X, at the Closing, Buyer shall pay, or cause to be paid, the cash components of the Base Purchase Price, as adjusted under Sections 8.7 and 8.10 less the Deposit (plus any interest that has actually accrued thereon), by wire transfer of immediately available funds to an account specified in writing by Seller prior to the Closing Date. Contemporaneously with such payment from Buyer to Seller at the Closing, the Parties shall instruct the Escrow Agent to release the Deposit (plus any interest that has actually accrued thereon) to Seller.

4.3 Buyer's Deliveries

At the Closing, Buyer shall deliver or cause to be delivered to Seller (or such other Persons where so designated):

- (a) the cash consideration referenced in Section 3.1(a) to Seller in accordance with Section 4.2;
- (b) evidence that the BCOGC Security Amount has been deposited with the Escrow Agent as required pursuant to Section 2.5(c);
- (c) the Assumption Agreement, duly executed by Buyer or an Affiliate of Buyer;
- (d) a certificate of status of Buyer;
- (e) a certificate of the corporate secretary of Buyer, dated the Closing Date, in form and substance reasonably satisfactory to Seller, as to (i) Buyer's authorization to execute and perform its obligations under the Transaction Documents to which Buyer is a party; and (ii) incumbency and signatures of an authorized director or officer of Buyer executing the Transaction Documents;
- (f) each other Transaction Document to which Buyer is a party, duly executed (and acknowledged, where applicable) by Buyer, including the General Conveyance, change of operator forms to be prepared by Seller, change of operator notices required under applicable operating agreements, and any other applicable forms and declarations required by federal and provincial agencies relative to Buyer's assumption of operations and plugging and abandonment Liabilities with respect to all of the Oil and Gas Assets;
- (g) the certificates of Buyer to be received by Seller pursuant to Sections 10.1 and 10.3;
- (h) a counterpart of the Preliminary Settlement Statement executed by Buyer;
- (i) evidence (including evidence of satisfaction of all applicable bonding or insurance requirements) as Seller may reasonably request demonstrating that Buyer is qualified with the applicable Governmental Authorities and pursuant to any applicable operating agreement to succeed Seller as the owner and, where applicable, the operator of the Oil and Gas Assets;
- (j) such other assignments and other good and sufficient instruments of assumption and transfer, in form reasonably satisfactory to Seller, as Seller may reasonably request to transfer and assign the Assumed Liabilities to Buyer; and
- (k) any other documents required to be delivered by Buyer to Seller at Closing pursuant to this Agreement

4.4 Seller's Deliveries

At the Closing, Seller shall deliver to Buyer:

- (a) the General Conveyance and each other Transaction Document to which Seller is party (including letters-in-lieu of transfer orders and change of operator forms), duly executed by Seller;
- (b) the Assumption Agreement, duly executed by Seller;
- (c) a certified copy of the Approval and Vesting Order;
- (d) the certificates of Seller to be received by Buyer pursuant to Sections 9.1 and 9.2;
- (e) a counterpart of the Preliminary Settlement Statement executed by Seller;
- (f) to the extent practicable, the Specific Conveyances; and
- (g) any other documents required to be delivered by Seller to Buyer at Closing pursuant to this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as disclosed in the Disclosure Schedule attached hereto, Seller represents and warrants the following to Buyer:

5.1 Organization and Good Standing

Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Seller has the requisite corporate power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted. Seller is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of its business or the nature of its properties makes such qualification or licensing necessary, except for such failures to be so qualified or licensed or in good standing as would not, individually or in the aggregate, have a Material Adverse Effect.

5.2 Authority; Validity; Consents

Seller has, subject to obtaining the Approval and Vesting Order, the requisite corporate power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which Seller is a party and to consummate the Transaction contemplated hereby and thereby, and, subject to obtaining the Approval and Vesting Order, the execution, delivery and performance of this Agreement and such other Transaction Documents

by Seller and the consummation by Seller of the Transaction contemplated herein and therein has been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Seller and each other Transaction Document required to be executed and delivered by Seller at the Closing will be duly and validly executed and delivered by Seller at the Closing. Subject to obtaining the Approval and Vesting Order, this Agreement and the other Transaction Documents constitute, with respect to Seller, the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as such enforceability is limited by general principles of equity. Subject to obtaining the Approval and Vesting Order, to Seller's Knowledge, except:

- (a) for entry of the Approval and Vesting Order;
- (b) for notices, filings and consents required in connection with the CCAA Proceedings; and
- (c) for the notices, filings and consents set forth in the Disclosure Schedule;

Seller is not required to give any notice to, make any filing with or obtain any consent from any Person (including any Governmental Authority) in connection with the execution and delivery of this Agreement and the other Transaction Documents or the consummation or performance of the Transaction, except as would not, individually or in the aggregate, have a Material Adverse Effect.

5.3 No Conflict

When the consents and other actions described in Section 5.2, including the Approval and Vesting Order, have been obtained and taken, to Seller's Knowledge, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Transaction provided for herein and therein will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of Seller under (a) any agreement, indenture, or other instrument to which Seller is bound, (b) the certificate of incorporation, bylaws or other governing documents of Seller, (c) any Order or (d) any Legal Requirement, except as would not, individually or in the aggregate, have a Material Adverse Effect.

5.4 Legal Proceedings

Except for the CCAA Proceedings and as set forth in the Disclosure Schedule, there is no Proceeding or Order pending, outstanding or, to Seller's Knowledge, threatened against Seller that seeks to restrain or prohibit or otherwise challenge the consummation, legality or validity of the Transaction or that would have, individually or in the aggregate, a Material Adverse Effect.

5.5 Residency

Seller is not a non-resident of Canada for the purposes of the Tax Act.

5.6 GST

Seller is a registrant for purposes of the ETA, and its registration number is as follows:

- (a) QRCI – 892976523 RT00001.

5.7 AFEs

The Disclosure Schedule contains a list, true and correct as of the date set forth therein, of all material authorities for expenditures (collectively, "AFEs") for capital expenditures with respect to the Oil and Gas Assets that have been proposed by any Person having authority to do so (including internal AFEs of Seller not delivered to third parties) or other commitment to make expenditures in respect of the ownership or operation of the Oil and Gas Assets in an amount (in respect of Seller's share) in excess of twenty five thousand Canadian dollars (CAD\$25,000).

5.8 Wells; Plug and Abandon Notice

Except as set forth in the Disclosure Schedule, there are no Wells in respect of which Seller has received an order from any Governmental Authority requiring that such Wells be plugged and abandoned.

5.9 Compliance with Laws

Except as set forth in the Disclosure Schedule:

- (a) Seller has not received written notice, demand, order or directive from any Governmental Authorities or Third Parties relating to any Environmental Liabilities or otherwise requiring any work, repairs, construction or capital expenditures relating to the Oil and Gas Assets, or otherwise alleging a violation of Environmental Laws relating to the Oil and Gas Assets and to Seller's Knowledge, no such notice, order demand, or directive is pending; and
- (b) to Seller's Knowledge, except where lack of compliance would not have a Material Adverse Effect, the Wells and the Leases are in compliance with all Legal Requirements other than Environmental Laws.

5.10 Preferential Purchase Rights

There are no Preferential Purchase Rights exercisable by a Third Party in connection with the completion of the Transaction.

5.11 Assets Not Removed

Since the Effective Time, no Tangibles have been removed (and no Tangibles are missing) from their location.

5.12 No Additional Representations and Warranties by Seller

- (a) Notwithstanding anything to the contrary in this Agreement, Seller makes no representations or warranties except as expressly set forth in Sections 5.1 to 5.6 and in particular, and without limiting the generality of the foregoing, Seller disclaims and shall not be liable for any representation or warranty express or implied, of any kind, at law or in equity, that may have been made or alleged to be made in any instrument or document relative hereto, or in any statement or information made or communicated to Buyer in any manner including any opinion, information, or advice that may have been provided to Buyer by Seller or its Representatives in connection with the Oil and Gas Assets or in relation to the Transaction. For greater certainty, Seller does not make any representation or warranty, express or implied, of any kind, at law or in equity, with respect to:
- (i) the accuracy or completeness of any information supplied by Seller or its Representatives in connection with the Oil and Gas Assets;
 - (ii) the quality, quantity or recoverability of any Petroleum Substances from the Lands;
 - (iii) the value of the Oil and Gas Assets or any estimates of prices or future cash flows arising from the sale of any Petroleum Substances produced from or allocated to the Oil and Gas Assets or the Petroleum and Natural Gas Rights or any estimates of other revenues or expenses attributable to the Oil and Gas Assets;
 - (iv) the availability or continued availability of facilities, services or markets for the processing, transportation or sale of any Petroleum Substances;
 - (v) the quality, condition, fitness, suitability, serviceability or merchantability of any of the Tangibles; or
 - (vi) the title of Seller to the Oil and Gas Assets.

Buyer acknowledges and confirms that it is relying on its own investigations concerning the Oil and Gas Assets and it has not relied on advice from Seller or its Representatives with respect to the matters specifically enumerated in the immediately preceding paragraphs in connection with the purchase of the Oil and

Gas Assets pursuant hereto. Buyer further acknowledges and agrees that it is acquiring the Oil and Gas Assets on an "as is, where is" basis. Buyer acknowledges and agrees that it is familiar with the condition of the Oil and Gas Assets, including the past and present use of the Lands and the Tangibles, that Seller has provided Buyer with a reasonable opportunity to inspect the Oil and Gas Assets at the sole cost, risk and expense of Buyer (insofar as Seller could reasonably provide such access) and that Buyer is not relying upon any representation or warranty of Seller as to the condition, environmental or otherwise, of the Oil and Gas Assets, except as expressly contained in Sections 5.1 to 5.6 above.

- (b) Except for its express rights under this Agreement, Buyer hereby waives all rights and remedies (whether now existing or hereinafter arising and including all equitable, common law, tort, contractual and statutory rights and remedies) against Seller in respect of the Oil and Gas Assets or the Transaction or any representations or statements made, direct or indirect, express or implied, or information or data furnished to Buyer or its Representatives, in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means).

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

6.1 Organization and Good Standing

Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the Province of British Columbia. Buyer has the requisite power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted.

6.2 Authority; Validity; Consents

Buyer has the requisite power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate the Transaction. The execution, delivery and performance of this Agreement by Buyer and the consummation by Buyer of the Transaction have been duly and validly authorized by all requisite corporate actions in respect thereof. This Agreement has been duly and validly executed and delivered by Buyer and each other Transaction Document to which Buyer is a Party will be duly and validly executed and delivered by Buyer, as applicable, at the Closing. This Agreement and the other Transaction Documents to which Buyer is a party constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their

respective terms, except in each case as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Buyer is not or will not be required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement and the other Transaction Documents to which it is a party or the consummation or performance of any of the Transaction, except for such notices, filings and consents, the failure of which to provide, make or obtain, would not, individually or in the aggregate, affect Buyer's ability to perform its obligations under this Agreement or any other Transaction Documents or to consummate the Transaction.

6.3 No Conflict

When the consents and other actions described in Section 6.2 have been obtained and taken, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Transactions will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of Buyer under (a) any agreement, indenture, or other instrument to which it is bound, (b) the constating documents of Buyer, as applicable, (c) any Order or (d) any Legal Requirement.

6.4 Availability of Funds

As of the Closing, Buyer will have sufficient cash in immediately available funds (without giving effect to any unfunded financing, regardless of whether any such financing is committed) to pay the Purchase Price, all costs, fees and expenses to be paid by Buyer that are necessary to consummate the Transaction and the other Transaction Documents, and assume the Assumed Liabilities.

6.5 Litigation

There are no Proceedings pending or, to the Knowledge of Buyer, threatened, that would affect Buyer's ability to perform its obligations under this Agreement or any other Transaction Documents or to consummate the Transaction.

6.6 Brokers or Finders

Neither Buyer nor any Person acting on behalf of Buyer has paid or become obligated to pay any fee or commission to any broker, finder, investment banker, agent or intermediary for or on account of the Transaction for which Seller is or will become liable, and Buyer shall hold harmless and indemnify Seller from any claims with respect to any such fees or commissions.

6.7 Business Use, Bargaining Position, Representation

Buyer is purchasing the Oil and Gas Assets for commercial or business use and has knowledge and experience in financial and business matters that enables it to evaluate the merits and the risks of a transaction such as the Transaction. Buyer is not in a significantly disparate bargaining position with Seller and is represented by legal counsel.

6.8 Qualification

Buyer meets all qualification requirements of Governmental Authorities necessary to complete the Licence Transfers and to consummate the Transaction, and there are no regulatory approvals or rulings required to be obtained by Buyer to complete the Transaction and the Licence Transfers, other than the Competition Act Approval.

ARTICLE VII

ACTIONS PRIOR TO THE CLOSING DATE

7.1 Access and Reports

- (a) Subject to applicable Legal Requirements, upon receipt of written notice from Buyer of any such activities no less than two (2) Business Days in advance, Seller shall (and shall cause its Subsidiaries to) afford Buyer's authorized Representatives reasonable access, during normal business hours until the date that is five (5) Business Days prior to the scheduled Closing Date, to the Seller Employees, properties, books and records, Contracts, and, during such period, Seller shall furnish promptly to Buyer all information concerning the Oil and Gas Assets as may reasonably be requested; *provided however*, such access shall not interfere with the ordinary conduct of business or the operation of the Oil and Gas Assets and at all times during such access, Buyer's authorized Representatives shall be accompanied by at least one Representative of Seller. All requests for information made pursuant to this Section 7.1 shall be submitted in accordance with Section 13.4. All such information shall be governed by the terms of the Confidentiality Agreement. No investigation pursuant to this Section 7.1 or by Buyer or its Representatives at any time prior to or following the date hereof shall affect or be deemed to modify any representation or warranty made by Seller herein.
- (b) From and after the execution of this Agreement until the date that is five (5) Business Days prior to the scheduled Closing Date, Buyer shall have the right, at its sole cost, risk, liability, and expense, to conduct a Phase I Environmental Site Assessment of the Oil and Gas Assets. During Seller's regular hours of business and after providing Seller with written notice of any such activities no less than

two (2) Business Days in advance (which written notice shall include the written permission of the operator (if other than Seller) and any other third party whose permission is legally required, which Seller shall reasonably cooperate with Buyer in securing), Buyer and its authorized Representatives shall be permitted to enter upon the Oil and Gas Assets, inspect the same, review all of Seller's files and records (other than those for which Seller has an attorney-client privilege) relating to the Oil and Gas Assets, and generally conduct visual, non-invasive tests, examinations, and investigations; *provided however*, that such entry shall not interfere with the ordinary conduct of business or operation of the Oil and Gas Assets and at all times during such entry, Buyer's authorized Representatives shall be accompanied by at least one Representative of Seller. No sampling or other invasive inspections of the Oil and Gas Assets may be conducted without Seller's prior written consent, which shall not be unreasonably withheld. All information obtained or reviewed by Buyer shall be maintained confidential by Buyer and shall be governed by the terms of the Confidentiality Agreement.

- (c) This Section 7.1 shall not require Seller to permit any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of Seller, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which Seller is party or cause any privilege (including solicitor-client privilege) that Seller would be entitled to assert to be undermined with respect to such information and such undermining of such privilege could in Seller's good faith judgment (after consultation with counsel, which may be in-house counsel) adversely affect in any material respect Seller's position in any pending or, what Seller believes in good faith (after consultation with counsel, which may be in-house counsel) could be, future litigation or (ii) if Seller, on the one hand, and Buyer or any of its Affiliates, on the other hand, are adverse parties in a litigation, any information that is reasonably pertinent thereto; provided, that, in the case of clause (i), the Parties shall cooperate in seeking to find a way to allow disclosure of such information to the extent doing so (A) would not (in the good faith belief of Seller (after consultation with counsel, which may be in-house counsel)) be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege to be undermined with respect to such information or (B) could reasonably (in the good faith belief of Seller (after consultation with counsel, which may be in-house counsel)) be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of Buyer could be provided access to such information.
- (d) The information provided pursuant to this Section 7.1 shall be used solely for the purpose of the Transaction, and such information shall be kept confidential by

Buyer and Seller in accordance with, and Buyer and Seller shall otherwise abide by and be subject to the terms and conditions of, the Confidentiality Agreement.

- (e) Buyer shall defend, release, indemnify and hold harmless each Seller Party from and against any and all liabilities that Buyer may assert against Seller, based upon injury to person, including death, or to property, arising in any manner whatsoever from any inspection by Buyer of the Oil and Gas Assets and access by Buyer to the Oil and Gas Assets prior to the Closing Date, whether or not based upon strict liability or caused by the sole or concurrent negligence (whether active or passive) of Seller, unless such injury was occasioned solely by the gross negligence or intentional tort of Seller.

7.2 Operations Prior to the Closing Date

Seller covenants and agrees that, except (v) as expressly contemplated by this Agreement, (w) as disclosed in the Disclosure Schedule, (x) with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) or (y) as otherwise required by Legal Requirements, after the Effective Time and prior to the Closing Date:

- (a) Seller shall:
 - (i) use commercially reasonable efforts, taking into account Seller's status as debtor in possession, to maintain and operate the Oil and Gas Assets that are operated by Seller as a reasonably prudent operator or cause such Oil and Gas Assets to be operated as a reasonably prudent operator in the ordinary course of business;
 - (ii) pay or cause to be paid all bonuses and rentals, royalties, overriding royalties, shut-in royalties, and minimum royalties and development and operating expenses, and other payments incurred with respect to the Oil and Gas Assets operated by Seller except (A) royalties held in suspense as a result of title issues and that do not give any third party a right to cancel an interest in any Oil and Gas Assets operated by Seller, and (B) expenses or royalties being contested in good faith, unless the nonpayment of such contested expenses or royalties could result in the termination of a Lease, in which case Seller will notify Buyer and obtain Buyer's approval prior to withholding such payment;
 - (iii) maintain its books, accounts and records in accordance with past custom and practice;

- (iv) maintain the personal property comprising part of the Oil and Gas Assets operated by Seller in at least as good a condition as it is on the date hereof, subject to ordinary wear and tear; and
 - (v) use commercially reasonable efforts, taking into account Seller's status under the CCAA, to (A) retain Seller Employees who are necessary to conduct the business as it is currently being conducted and (B) maintain its relationships with and preserve the goodwill of its service providers.
- (b) Seller shall not:
- (i) abandon any Oil and Gas Asset (except any abandonment of Leases to the extent any such Leases terminate pursuant to their terms);
 - (ii) commence, propose, or agree to participate in any single operation with respect to the Wells or Leases with an anticipated cost in excess of two hundred thousand dollars (\$200,000), except for emergency operations, operations scheduled under the AFEs, or operations required by any Governmental Authority;
 - (iii) terminate, cancel, or materially amend or modify any Lease;
 - (iv) sell, lease, encumber, or otherwise dispose of all or any portion of any Oil and Gas Assets, except sales of Petroleum Substances in the ordinary course of business;
 - (v) grant to any Seller Employee any increase in compensation except in the ordinary course of Seller's business and consistent with past practice; or
 - (vi) enter into any agreement or commitment to take any action prohibited by this Section 7.2(b).

7.3 Commercially Reasonable Efforts

- (a) Seller and Buyer shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Transaction, including using commercially reasonable efforts to accomplish the following:
 - (i) the taking of all reasonable acts necessary to cause the conditions precedent set forth in Article IX and Article X to be satisfied;

- (ii) the obtaining, at the earliest practicable date, of all necessary Governmental Authorizations and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities, if any) and the taking of all reasonable steps as may be necessary to avoid any Proceeding by any Governmental Authority; and
 - (iii) the execution or delivery of any additional instruments necessary to consummate the Transaction and to fully carry out the purposes of this Agreement.
- (b) Seller, on the one hand, and Buyer, on the other hand:
- (i) shall promptly inform each other of any communication from any Governmental Authority concerning this Agreement, the Transaction, and any filing, notification or request for approval; and
 - (ii) shall permit the other to review in advance any proposed written or material oral communication or information submitted to any such Governmental Authority in response thereto. In addition, no Party shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the Transaction, unless such Party consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority, gives the other Parties the opportunity to attend and participate thereat, in each case to the maximum extent practicable. Subject to any restrictions under applicable laws, rules or regulations, each of Buyer, on the one hand, and Seller, on the other hand, shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the Transaction (excluding documents and communications that are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this

Agreement, the Transaction and any such filing, notification or request for approval.

- (c) Subject to the terms and conditions of this Agreement, Buyer shall take any and all steps necessary to avoid or eliminate any impediments under any applicable antitrust, competition or trade regulation laws that may be asserted by any Governmental Authority with respect to the Transaction so as to enable the Closing to occur as soon as reasonably possible, including, without limitation, proposing, negotiating, committing to and effecting, by consent decree or otherwise, the sale, divestiture or disposition of such assets or businesses of Buyer or any of its Subsidiaries as may be required in order to avoid the entry, or to effect the dissolution, of any injunction, temporary restraining order or other order in any suit or proceeding, that would otherwise have the effect of preventing, delaying or restricting the consummation of the transactions contemplated in this Agreement.

7.4 Court Approval

- (a) Seller and Buyer acknowledge that this Agreement and the sale of the Oil and Gas Assets and the assumption and assignment of the Assigned Contracts and Leases are subject to Court approval. Seller and Buyer acknowledge that to obtain such approval, Seller must demonstrate that it has taken reasonable steps to obtain the highest and otherwise best offer possible for the Oil and Gas Assets, and that such demonstration shall include giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Court. Seller covenants to bring the application for the Approval and Vesting Order to the Court, and the Buyer covenants to support such application.
- (b) In the event an appeal is taken, or a stay pending appeal is requested, from the Approval and Vesting Order, Seller shall promptly notify Buyer of such appeal or stay request and shall provide to Buyer promptly a copy of the related notice of appeal or order of stay. Seller shall also provide Buyer with written notice of any motion or application filed in connection with any appeal from either of such orders.
- (c) From and after the date of execution of this Agreement and prior to the Closing or the termination of this Agreement in accordance with Section 11.1, Seller shall not take any action that is intended to (or is reasonably likely to), or fail to take any action the intent (or the reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification or staying of the Approval and Vesting Order or this Agreement.

7.5 CCAA Filings

From and after the date of execution of this Agreement and until the Closing Date, Seller shall use commercially reasonable efforts to deliver to Buyer copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers that relate, in whole or in part, to this Agreement and the Transaction, or to Buyer or their respective agents or representatives, that are to be filed by Seller in connection with the CCAA Proceedings in advance of their filing, in each case, if reasonably practicable under the circumstances before the filing of such papers. Notwithstanding the foregoing, neither Seller's inadvertent failure to comply with this Section 7.5, nor Seller's failure to comply with this Section 7.5 due to emergency circumstances, shall constitute a breach under this Agreement.

7.6 Updates and Amendments of Schedules

Until the third Business Day before Closing, Seller shall have the right to amend, modify and/or supplement the Disclosure Schedule, Schedule A and Schedule C, in each case, as applicable, in order to reflect (i) any additional Contracts or Leases taken by Seller or (ii) the deletion of any Contracts or Leases from any such Schedule.

7.7 Competition Act Approval

- (a) Without limiting Section 7.3:
 - (i) as soon as reasonably possible if Competition Act Approval is required, and in any event no later than five (5) Business Days after the date of this Agreement (unless otherwise mutually agreed by the Parties), Buyer shall file with the Commissioner a submission in support of a request for an advance ruling certificate under subsection 102(1) of the Competition Act in respect of the transactions contemplated by this Agreement, or in the event that the Commissioner will not issue an advance ruling certificate, a waiver of the obligation to notify and supply information under Part IX of the Competition Act pursuant to section 113(c) of the Competition Act and confirmation that the Commissioner does not, at that time, intend to make an application under section 92 of the Competition Act;
 - (ii) Buyer and Seller shall each use their commercially reasonable efforts to obtain the Competition Act Approval as soon as practicable, subject to the proviso contained in Section 7.7(b);
 - (iii) Seller shall promptly furnish to Buyer such information and assistance as may be reasonably requested by Buyer or its counsel in connection with obtaining the Competition Act Approval;

- (iv) each Party:
 - (A) shall cooperate and consult with each other Party in connection with the preparation and submission of all applications, notices, filings, submissions, correspondence and communications of a material nature (including responses to requests for information and inquiries from the Competition Bureau) as are filed under the Competition Act, shall provide each other Party a reasonable advance opportunity to comment thereon, shall consider those comments in good faith and shall provide final, submitted copies thereof to each other Party; and
 - (B) shall promptly inform each other Party of any material communication received by it from the Competition Bureau and use commercially reasonable efforts to respond promptly thereto.
- (b) None of the Parties shall participate in a substantive meeting or discussion with the Competition Bureau in respect of obtaining the Competition Act Approval unless it consults with each other Party in advance and, to the extent permitted by the Competition Bureau, gives each other Party and its counsel a reasonable opportunity to attend and participate in any such meeting or discussion. If that participation is either declined or not permitted, the participating Party shall furnish promptly thereafter to each other Party a summary setting forth the substance of the discussions.
- (c) Seller and Buyer shall share equally any filing fees payable to a Governmental Authority required in relation to obtaining the Competition Act Approval.
- (d) Notwithstanding Sections 7.7(a) and (b), competitively sensitive information of a Party (for the purposes of this Section 7.7(d), the "**Disclosing Party**") will be provided on a privileged and confidential basis only to the external legal counsel of each other Party and shall not be shared by such counsel with any other Person; provided that such Disclosing Party shall provide to each other Party a redacted version of any such application, notice, filing, submission, undertaking, correspondence or communication (including responses to requests for information and inquiries from the Competition Bureau).

7.8 Downhole Repairs

- (a) As soon as is practicable after the Effective Date:

- (i) Buyer shall retain a reputable Third Party engineering or other firm or expert with specialization and technical expertise in performing repairs and inspection services in relation to assets similar to the Tangibles and Wells (the "**Third Party Inspector**"); and
 - (ii) Buyer shall ensure that such Third Party Inspector promptly completes an inspection of certain downhole equipment comprising the Tangibles and/or Wells identified by Seller as requiring repairs, which inspection shall include preparation of a report containing a detailed breakdown of the work and materials required to complete repairs to such downhole equipment, and an estimate of all costs to be incurred in connection therewith (the "**Downhole Repair Cost Estimate**"). Seller shall cooperate with Buyer and the Third Party Inspector, and provide the Third Party Inspector with reasonable access to such downhole equipment and other applicable Tangibles and/or Wells to facilitate the completion of such inspection by the Third Party Inspector.
- (b) Buyer shall deliver to Seller a copy of the report referred to in Section 7.8(a)(ii) containing the Downhole Repair Cost Estimate immediately upon receiving it from the Third Party Inspector, and in any event no later than five (5) Business Days prior to the scheduled Closing Date.
 - (c) The Purchase Price shall be subject to a downward adjustment equal to the amount specified in the Downhole Repair Cost Estimate, provided however that the amount of such adjustment shall not exceed \$2,000,000.
 - (d) Either Party may, at any time, refer a dispute relating to the Downhole Repair Cost Estimate to an independent Third Party engineering or similar firm for resolution (the "**Downhole Inspection Referee**"). Each Party shall timely provide to the Downhole Inspection Referee all documents in its possession or control that are reasonably necessary for the Downhole Inspection Referee to resolve the dispute. The decision of the Downhole Inspection Referee shall be final and binding on the Parties and shall not be subject to review or appeal. All costs of the Downhole Inspection Referee shall be borne by the Parties equally.

7.9 Confirmation of Tangibles and Wells

- (a) From and after the execution of this Agreement until the date that is five (5) Business Days prior to the scheduled Closing Date, Buyer shall have the right, at its sole cost, risk, liability, and expense, to conduct (or cause an independent Third Party inspector, at the discretion of Buyer to conduct) an inspection of any Tangibles and/or Wells comprising the Oil and Gas Assets for purposes of

confirming and verifying their existence and location (with regard to the locations as described in Schedule "A", as applicable).

- (b) During Seller's regular hours of business and after providing Seller with written notice of any such activities no less than two (2) Business Days in advance (which written notice shall include the written permission of the operator (if other than Seller) and any other third party whose permission is legally required, which Seller shall reasonably cooperate with Buyer in securing), Buyer and its authorized Representatives shall be permitted to enter upon the Oil and Gas Assets for the purpose of conducting such an inspection and verification.
- (c) Notwithstanding Section 7.9(b):
 - (i) such entry shall not interfere with the ordinary conduct of business or operation of the Oil and Gas Assets and at all times during such entry, Buyer's authorized Representatives shall be accompanied by at least one Representative of Seller;
 - (ii) no invasive inspections of the Oil and Gas Assets may be conducted without Seller's prior written consent, which shall not be unreasonably withheld; and
 - (iii) all information obtained or reviewed by Buyer shall be maintained confidential by Buyer and shall be governed by the terms of the Confidentiality Agreement.
- (d) In the event that such an inspection completed by Buyer or an inspector appointed by Buyer under this Section 7.9 discloses that any Tangibles and/or Wells comprising the Oil and Gas Assets are missing (with regard to the location as described in Schedule "A", as applicable), and such missing portion of the Oil and Gas Assets are not replaced by Seller (or are not reasonably capable of being replaced prior to Closing), then Seller and Buyer shall, acting reasonably and in good faith, negotiate a downward adjustment to the Purchaser Price which shall be commensurate with the value of the missing portion of the Oil and Gas Assets. In the event that Seller and Buyer are unable to agree on the amount of an adjustment pursuant to this Section 7.9(d), then such dispute shall be resolved in accordance with the process set out in Section 8.12(e).

ARTICLE VIII
ADDITIONAL AGREEMENTS

8.1 Taxes

- (a) Any transfer, documentary, sales (including goods and services tax), use, stamp, registration and other similar Taxes, and all conveyance fees, recording charges and other similar fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement (collectively, the "**Transfer Taxes**") shall be borne by Buyer. Seller and Buyer shall use commercially reasonable efforts and cooperate in good faith to reduce or eliminate any Transfer Taxes applicable to the sale and transfer of the Oil and Gas Assets. Buyer will, at its own expense, file all necessary Tax Returns and other documentation with respect to all Transfer Taxes, and, if required by applicable law, the Parties will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.
- (b) Seller shall retain responsibility for, and shall bear and pay, all ad valorem, property, excise, severance, production or similar Taxes based upon operation or ownership of the Oil and Gas Assets or the production of Petroleum Substances or the receipt of proceeds therefrom (but excluding, for the avoidance of doubt, income taxes, franchise taxes and Transfer Taxes) (collectively, the "**Asset Taxes**") assessed with respect to the Oil and Gas Assets for (i) any period ending on or prior to the Closing Date and (ii) the portion of any Straddle Period ending on or prior to the Closing Date. For purposes of allocation between the Parties of Asset Taxes assessed with respect to the Oil and Gas Assets that are payable with respect to any tax periods beginning before and ending after the Closing Date ("**Straddle Periods**"), the portion of any such taxes that are attributable to the portion of the Straddle Period that ends on or prior to the Closing Date shall (A) in the case of such Asset Taxes that are based upon or related to income or receipts or imposed on a transactional basis such as severance or production taxes, be allocated based on revenues from sales occurring on or before the Closing Date (which shall be Seller's responsibility) and from and after the Closing Date (which shall be Buyer's responsibility); and (B) in the case of other Asset Taxes, be allocated pro rata per day between the period on or prior to the Closing Date (which shall be Seller's responsibility) and the period after the Closing Date (which shall be Buyer's responsibility). For purposes of clause (i) of the preceding sentence, any exemption, deduction, credit or other item that is calculated on an annual basis shall be allocated pro rata per day between the period ending on or prior to the Closing Date and the period beginning at the Closing Date. At the Closing, Asset Taxes with respect to each Asset for the

applicable Straddle Period shall be prorated in accordance with the foregoing provisions based on the Asset Tax assessment for such Asset for such Straddle Period, if available, or if otherwise, based on the Asset Taxes paid with respect to such Asset during the preceding Tax period. With respect to any not yet delinquent Taxes relating to a Tax year ending after the Closing Date, Buyer will assume responsibility for the actual payment of all such Taxes to the applicable Governmental Authority. With respect to any Taxes relating to a Straddle Period or Pre-Closing Tax Period that are delinquent as of the Closing Date, the amount of which is known and not subject to dispute, Buyer shall pay the delinquent amount of such Taxes directly to the applicable Governmental Authority at the Closing.

- (c) Seller, on the one hand, or Buyer, on the other hand, as the case may be (the "**Reimbursing Party**"), shall provide reimbursement for any Tax paid by the other (the "**Paying Party**") all or a portion of which is the responsibility of the Reimbursing Party in accordance with the terms of this Section 8.1 or that represents an overpayment for Taxes by the Paying Party. Within a reasonable time prior to the payment of any such Tax, the Paying Party shall give notice to the Reimbursing Party of the Tax payable and the Paying Party's and Reimbursing Party's respective Liability therefor, although failure to do so will not relieve the Reimbursing Party from its Liability hereunder except to the extent the Reimbursing Party is prejudiced thereby. .
- (d) Buyer and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Oil and Gas Assets (including access to books and records and Tax Returns and related working papers dated before Closing) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, the prosecution or defense of any claims, suit or proceeding relating to any Tax, and the claiming by Buyer of any federal, provincial or local business tax credits or incentives that Buyer may qualify for in any of the jurisdictions in which any of the Oil and Gas Assets are located; *provided however*, that neither Buyer nor Seller shall be required to disclose the contents of its income Tax Returns to any Person. Any expenses incurred in furnishing such information or assistance pursuant to this Section 8.1(d) shall be borne by the Party requesting it.

8.2 Allocation of Purchase Price

The Parties shall allocate the Base Purchase Price for all purposes (including for purposes of the GST and the Tax Act), as follows:

(a)	Miscellaneous Interests	CAD\$10
(b)	Tangibles	20% less CAD\$10
(c)	Petroleum and Natural Gas Rights	80%

8.3 Payments Received

Seller, on the one hand, and Buyer, on the other hand, each agree that, after the Closing, each will hold and will promptly transfer and deliver to the other, from time to time as and when received by them, any cash, checks with appropriate endorsements (using their best efforts not to convert such checks into cash) or other property that they may receive on or after the Closing and that properly belongs to the other and will account to the other for all such receipts.

8.4 Assigned Contracts and Leases

- (a) With respect to each Assigned Contract and Lease, Buyer shall provide adequate assurance as required under the CCAA of the future performance by Buyer of each such Assigned Contract and Lease. Buyer and Seller agree that they will promptly take all actions reasonably required to assist in obtaining a Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assigned Contracts and the Leases, such as furnishing timely requested and factually accurate affidavits, non-confidential financial information and other documents or information for filing with the Court and making Buyer's and Seller's employees and Representatives available to testify before the Court.
- (b) Buyer shall pay, perform or satisfy the Assumed Liabilities from time to time and as such Assumed Liabilities become due and payable or are required to be performed or satisfied in accordance with their respective terms.
- (c) Without limiting the provisions of Section 8.4(a), Buyer acknowledges that various bonds, surety bonds, letters of credit, guarantees, and/or cash deposits, including those set forth in Schedule A (collectively the "**Security Arrangements**") have been provided by Seller and/or its Affiliates to secure the payment and/or performance of certain of Seller's obligations related to the Oil and Gas Assets. Buyer acknowledges that Seller has no duty to maintain any Security Arrangements after the Closing. To the extent Seller and/or any of its Affiliates have any obligations pursuant to any Security Arrangement or have pledged or otherwise provided any property that secures any such Security Arrangement (collectively, "**Seller's Obligations**"), Buyer shall take such actions, during the Straddle Period, as are necessary to cause Seller's Obligations arising

under the Security Arrangements set forth in Schedule A (and such Security Arrangements) to be released and terminated, and any of Seller's property pledged or otherwise provided to secure such Security Arrangements returned to Seller, concurrent with the Closing. As to those Security Arrangements not listed in Schedule A, Buyer shall take such actions as are necessary to cause Seller's Obligations arising under such Security Arrangements (and such Security Arrangements) to be released and terminated, and any of Seller's property pledged or otherwise provided to secure such Security Arrangements returned to Seller, within thirty (30) days following Seller's notifying Buyer (or if earlier, Buyer's otherwise becoming aware) of such Security Arrangement, and Buyer shall reimburse Seller, within ten (10) days following Seller's demand therefor, the aggregate amount of any Seller's Obligations that are paid or performed by Seller under such Security Arrangements following the Closing.

8.5 Employee Matters

The Parties acknowledge and agree that Buyer shall be under no obligation whatsoever to employ any of the Seller Employees following Closing. The Seller shall be responsible for any and all Liabilities in connection with the Seller Employees, including in respect of the termination thereof.

8.6 Post-Closing Books and Records and Personnel

All of the information, materials and other records delivered to Buyer pursuant to the terms hereof shall be maintained in good order and good condition and kept in a reasonably accessible location by Buyer and its Affiliates for a period of five (5) years from the Closing Date or for any longer period as may be required under applicable Legal Requirements (the "**Retention Period**"). At any time prior to the expiration of the Retention Period, Buyer may destroy or give up possession of any such information or materials if it first delivers at least 60 days' prior notice to Seller containing a detailed listing of the information and materials proposed to be destroyed and offering Seller the opportunity, at the expense of Seller, to obtain delivery of or a copy of so much of such information or materials as Seller, as applicable, in its sole discretion, desires. Until the closing of the CCAA Proceedings or the liquidation and winding up of Seller's estates, Seller shall preserve and keep the information, materials and other records to be delivered to Buyer pursuant to the terms hereof and, at Buyer's sole expense, shall make such information, materials and other records, and Seller's personnel available to Buyer as may be reasonably required by Buyer in connection with, among other things, any insurance claims by, Proceedings, Actions or Tax audits against, or governmental investigations of, Buyer or any of its Affiliates or in order to enable Buyer to comply with its obligations under this Agreement and each other Transaction Document.

8.7 Casualty

- (a) If, after the date of execution of this Agreement and prior to the Closing, a material part of the Oil and Gas Assets suffers a Casualty Loss or if a material part of the Oil and Gas Assets is taken in condemnation or under the right of eminent domain or if proceedings for such purposes are pending or threatened, Seller shall promptly give Buyer written notice of such occurrence, including reasonable particulars with respect thereto, and this Agreement shall remain in full force and effect notwithstanding any such destruction, taking, proceeding, or threat.
- (b) With regard to a Casualty Loss or condemnation occurring after the date of execution of this Agreement and prior to the Closing, subject to Seller's consent, which shall not be unreasonably withheld, conditioned, or delayed, Buyer may elect to exclude the affected Oil and Gas Assets from this Agreement, whereupon the Purchase Price shall be adjusted downward by the aggregate sum of the aggregate value of the affected Oil and Gas Assets (the "**Casualty Loss Amount**"). The affected Oil and Gas Assets shall be treated as Excluded Assets for all purposes under this Agreement.
- (c) Unless the Oil and Gas Assets affected by a Casualty Loss are excluded pursuant to Section 8.7(b), (i) at the Closing, the Oil and Gas Assets affected by a Casualty Loss or condemnation shall be included in the Closing and Buyer shall pay the full Casualty Loss Amount therefor, subject to any applicable adjustments under this Agreement, and (ii) Buyer's recourse with respect to a condemnation or Casualty Loss shall be limited to the proceeds of Seller's applicable insurance coverage actually recovered by Seller in respect thereof or other sums paid to Seller by third parties (or an assignment of claims related thereto), which proceeds or other sums shall be payable to Buyer only upon or after the Closing of the Transaction. Seller shall have no other liability or responsibility to Buyer with respect to a condemnation or Casualty Loss, even if such Casualty Loss shall have resulted from or shall have arisen out of the sole or concurrent negligence, fault, violation of a Legal Requirement, or willful misconduct of Seller.
- (d) Unless the affected Oil and Gas Assets are excluded pursuant to Section 8.7(b):
 - (i) no insurance or condemnation proceeds shall be committed or applied by Seller to repair, restore or replace a lost, damaged, destroyed or taken portion of the Oil and Gas Assets if the cost to repair, restore or replace a lost, damaged, destroyed or taken portion of the Oil and Gas Assets is projected to exceed two hundred thousand dollars (\$200,000);

- (ii) to the extent such proceeds are not committed or applied by Seller prior to the Closing Date in accordance with this Section 8.7(d), Seller shall at the Closing pay to Buyer all sums paid to Seller by reason of such loss, damage, destruction or taking, less any reasonable costs and expenses incurred by Seller in collecting such proceeds;
- (iii) in addition and to the extent such proceeds have not been committed or applied by Seller in accordance with this Section 8.7(d), in such repair, restoration, or replacement, Seller shall transfer to Buyer, at the Closing, without recourse against Seller, all of the right, title, and interest of Seller in and to any unpaid insurance or condemnation proceeds arising out of such loss, damage, destruction or taking, less any reasonable costs and expenses incurred by Seller in collecting such proceeds; and
- (iv) any such funds that have been committed by Seller for repair, restoration or replacement as aforesaid shall be paid by Seller for such purposes or, at Seller's option, delivered to Buyer upon Seller's receipt from Buyer of adequate assurance and indemnity that Seller shall incur no liability or expense as a result of such commitment.

8.8 Successor Operator

Seller shall use its commercially reasonable efforts to support Buyer's efforts to be appointed or to have a designee appointed as the successor operator of those Oil and Gas Assets that Seller currently operates. Notwithstanding the foregoing, Seller makes no representations or warranties to Buyer as to the transferability of operatorship of any Oil and Gas Assets that Seller currently operates. Rights and obligations associated with operatorship of the Oil and Gas Assets are governed by operating agreements or similar agreements and will be determined in accordance with the terms of such agreements.

8.9 [Not used.]

8.10 Adjustments

- (a) Except as otherwise provided in this Section 8.10, Section 8.11 or Section 8.12:
 - (i) the Parties shall adjust and apportion all costs, obligations, benefits and revenues of every kind and nature incurred, payable or paid in respect of the Oil and Gas Assets as at the Closing Date, including capital costs, operating costs, lease rentals, royalty obligations, and Taxes, other than income taxes; and

- (ii) all such accounting adjustments and apportionments made hereunder shall be made on the accrual basis, as described in Section 8.10(b), and in accordance with generally accepted Canadian accounting principles and generally accepted Canadian oil and gas industry practices.
- (b) All costs incurred in connection with work performed or goods or services provided in respect of the Oil and Gas Assets shall be deemed to have accrued in accordance with generally accepted accounting principles and generally accepted Canadian oil and gas industry practices as of the date the work was performed or the goods or services were delivered, regardless of the times such costs become payable.
- (c) Seller shall be entitled to a credit to the extent that it has paid any operating cost advances, capital cost advances, authorities for expenditure and similar prepayments in respect of the Oil and Gas Assets that are applied to pay for work performed after the Closing Date.
- (d) All Leased Substances in inventory that have been produced from the Lands prior to the Closing Date do not comprise part of the Oil and Gas Assets and remain the property of Seller and the proceeds from the sale thereof shall accrue and belong to Seller. All other Leased Substances shall comprise part of the Oil and Gas Assets, and the proceeds from the sale thereof shall accrue and belong to Buyer, provided that Closing occurs.
- (e) Seller shall be entitled to all overhead recoveries forming part of operator's fees associated with the Oil and Gas Assets and charged to Third Parties for all periods up to the end of the calendar month in which the Closing occurs.
- (f) All rentals and similar payments, property taxes (including freehold mineral taxes) and other periodic costs (other than capital taxes and income taxes) that relate to the Oil and Gas Assets and are payable in respect of a period of time that straddles the Closing Date shall be apportioned between Seller and Buyer on a per diem basis as of the Closing Date.
- (g) Any payment or liability resulting from a Thirteenth Month Adjustment shall be apportioned between Seller and Buyer as at the Closing Date on the same basis (whether on a throughput, per diem or other basis) as the Thirteenth Month Adjustment is allocated to the parties to the agreement under which it is made. Buyer and Seller shall cooperate to ensure that all Thirteenth Month Adjustments are up-to-date through the Closing Date by no later than 90 days following the Closing Date.

- (h) The Purchase Price may be subject to adjustment in accordance with the provisions of Section 7.8(c) or Section 7.9(d).
- (i) For the avoidance of doubt, Buyer shall not be entitled to a credit (and there shall be no adjustment made) in respect of the payment of the BCOGC Security Amount by Buyer as contemplated under Section 2.5(c).

8.11 Interim Statement of Adjustments

On or before the third Business Day prior to the Closing Date, Seller shall deliver to Buyer an interim statement of all adjustments (the "**Interim Statement of Adjustments**") to be made pursuant to Section 8.10 in respect of the costs paid or payable and revenues received or receivable by Seller prior to Closing. The Interim Statement of Adjustments shall be prepared on the basis of Seller's good faith estimate of the costs and revenues attributable to the Oil and Gas Assets prior to the Closing Date. At the time it delivers the Interim Statement of Adjustments, Seller shall make available to Buyer all information reasonably necessary for Buyer to understand and confirm the calculations in such statement. Any amount deemed owing by one Party to another pursuant to the Interim Statement of Adjustments shall be used to calculate the payment made by Buyer at Closing pursuant to Section 4.2.

8.12 Adjustment Post Closing

- (a) As soon after the Closing Date as reasonably practicable, and in any event within 180 days following the Closing Date, the Parties shall cooperate in preparing, on the basis of information available within such period, a final statement of all adjustments and payments to be made pursuant to Section 8.10 (the "**Final Statement of Adjustments**"). If the Parties are unable to agree upon the Final Statement of Adjustments, the determination of the Final Statement of Adjustments shall be submitted to arbitration, in accordance with Section 8.12(e). The net amount owing under the Final Statement of Adjustments shall be remitted by the Party who is obliged to make payment within 30 days of determination of such net amount.
- (b) For a period of 210 days following the Closing Date, either Party may have access to the records of the other Party in relation to the Oil and Gas Assets for the limited purpose of calculating or verifying adjustments pursuant to this Section 8.12. Any such access shall be provided upon reasonable notice to the Party whose records are being examined, at such Party's offices during its normal business hours and shall be conducted at the sole expense of the examining Party.

- (c) After the Final Statement of Adjustments has been determined, and subject to Section 8.12(d), no further adjustments to the Purchase Price will be made between the Parties pursuant to this Section 8.12.
- (d) Notwithstanding Section 8.12(c), a Party will be required to make an adjustment pursuant to this Section 8.12 if:
 - (i) the adjustment arises from a Crown royalty audit commenced not later than 48 months after the end of the calendar year in which Closing occurs and a written request for the adjustment is given by one Party to the other Party within 180 days of the requesting Party's receipt of the results of the audit;
 - (ii) the adjustment arises from a joint venture audit under a Title Document commenced not later than 26 months after the end of the calendar year in which Closing occurs and a written request for the adjustment is given by one Party to the other Party within 180 days of the requesting Party's receipt of the results of the audit; or
 - (iii) the adjustment arises from a Thirteenth Month Adjustment within three months after the Closing Date and a written request for the adjustment is given by one Party to the other Party within 180 days of the requesting Party's receipt of the results of the Thirteenth Month Adjustment.
- (e) Either Party may, at any time, refer a dispute relating to the requirement for or the amount of any adjustment made or requested pursuant to this Article VIII to an independent Third Party international firm of chartered accountants for resolution (the "**Accounting Referee**"). Each Party shall timely provide to the Independent Auditor all documents in its possession or control that are reasonably necessary for the Independent Auditor to resolve the dispute. The decision of the Independent Auditor shall be final and binding on the Parties and shall not be subject to review or appeal. All costs of the Independent Auditor shall be borne by the Parties equally.
- (f) There will be an adjustment to the Purchase Price equal to the net amount of the adjustments made pursuant to Sections 8.10 and 8.11 and this Section 8.12. All adjustments under this Section 8.12 shall be allocated to the Petroleum and Natural Gas Rights.

ARTICLE IX
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE

The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

9.1 Accuracy of Representations

The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing (provided that representations and warranties that are confined to a specified date shall speak only as of such date); *provided however*, that in the event of a breach of or inaccuracy in the representations and warranties of Seller set forth in this Agreement, the condition set forth in this Section 9.1 shall be deemed satisfied unless the effect of all such breaches of or inaccuracy in such representations and warranties taken together results in a Material Adverse Effect. Buyer shall have received a certificate of Seller to such effect signed by a duly authorized officer thereof. If Buyer determines that there has been a breach or inaccuracy of any of Seller's representations and warranties, it shall provide Seller with notice of such breach or inaccuracy as promptly as reasonably practicable so that Seller may attempt to cure such breach or inaccuracy to Buyer's reasonable satisfaction on or before the Closing Date.

9.2 Seller's Performance

The covenants and agreements that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects (except that those covenants and agreements that are qualified as to materiality or Material Adverse Effect or similar expressions shall have been duly performed and complied with in all respects), and Buyer shall have received a certificate of Seller to such effect signed by a duly authorized officer thereof.

9.3 No Order

No Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or could cause any of such transactions to be rescinded following the Closing.

9.4 Seller's Deliveries

Each of the deliveries required to be made to Buyer pursuant to Section 4.4 shall have been so delivered.

9.5 Approval and Vesting Order

The Court shall have entered the Approval and Vesting Order and the Approval and Vesting Order shall be in full force and effect.

9.6 Competition Act Approval

The Competition Act Approval, if required, shall have been obtained at or prior to Closing.

9.7 Elk Falls Purchase

The purchase of certain lands and related assets located in Campbell River, British Columbia by the Buyer from 0942065 B.C. Ltd. and 0942069 B.C. Ltd. in accordance with a separate Asset Purchase Agreement dated as of the date hereof between the Buyer and 0942065 B.C. Ltd. and 0942069 B.C. Ltd. shall have closed concurrently with the Closing.

ARTICLE X

CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLER TO CLOSE

Seller's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

10.1 Accuracy of Representations

The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects (except that those representations and warranties that are qualified as to materiality or similar expressions shall be true and correct in all respects) as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (provided that representations and warranties that are confined to a specified date shall speak only as of such date), and Seller shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.2 Approval and Vesting Order in Effect

The Court shall have entered the Approval and Vesting Order and the Approval and Vesting Order shall be in full force and effect.

10.3 Buyer's Performance

The covenants and agreements that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects (except that those covenants and agreements that are qualified as to

materiality or similar expressions shall have been duly performed and complied with in all respects), and Seller shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.4 No Order

No Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and that has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or could cause any of such transactions to be rescinded following the Closing.

10.5 Buyer's Deliveries

Each of the deliveries required to be made to Seller pursuant to Section 4.3 shall have been so delivered.

10.6 Competition Act Approval

The Competition Act Approval, if required, shall have been obtained at or prior to Closing.

ARTICLE XI **TERMINATION**

11.1 Termination Events

Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing:

- (a) by either Seller or Buyer:
 - (i) if a Governmental Authority issues a final, non-appealable ruling or Order prohibiting the Transaction where such ruling or Order was not requested, encouraged or supported by any of Seller or Buyer;
 - (ii) by mutual written consent of Seller and Buyer;
 - (iii) if the Closing shall not have occurred by the close of business on May 31, 2016 (the "**Outside Date**"); *provided however*, that if the Closing has not occurred by such date, but on such date all of the conditions set forth in Article IX and Article X have been satisfied or waived (to the extent such conditions may be waived) other than any approval or consent from a Governmental Authority required for the Closing to occur, then the Outside Date shall automatically be extended until six months after such

date (and such date shall be deemed to be the "**Outside Date**" for all purposes hereunder); provided, further, that:

- (A) Buyer shall be permitted to terminate this Agreement pursuant to this Section 11.1(a)(iii)(A) only if:
 - (1) Buyer is not itself in material breach of any of its agreements, covenants, representations, warranties or obligations contained herein; and
 - (2) Buyer has provided written notice to Seller of its intention to exercise its rights under this Section 11.1(a)(iii)(A) and Seller has not provided written notice to Buyer that it is ready, willing and able to close the transactions contemplated by this Agreement on or before the date that is five (5) Business Days after the date of such notice from Buyer;
- (B) Seller shall be permitted to terminate this Agreement pursuant to this Section 11.1(a)(iii)(B) only if:
 - (1) Seller is not itself in material breach of any of its agreements, covenants, representations, warranties or obligations contained herein; and
 - (2) Seller has provided written notice to Buyer of its intention to exercise its rights under this Section 11.1(a)(iii)(B) and Buyer has not provided written notice to Seller that it is ready, willing and able to close the transactions contemplated by this Agreement on or before the date that is five (5) Business Days after the date of such notice from Seller;
- (iv) if Seller withdraws the Sale Approval Application; or
- (v) if the Court enters an Order dismissing the Sale Approval Application;
- (b) by Buyer in the event of any breach by Seller of any of Seller's agreements, covenants, representations, warranties or obligations contained herein (provided such breach would result in the failure of a condition set forth in Section 9.1 or Section 9.2 to be satisfied) or (if such breach is material) in the Approval and Vesting Order, and the failure of Seller to cure such breach within ten (10) days after receipt of the Buyer Termination Notice; *provided however*, that:

- (i) Buyer is not itself in material breach of any of its agreements, covenants, representations, warranties or obligations contained herein or in the Approval and Vesting Order;
 - (ii) Buyer notifies Seller in writing (the "**Buyer Termination Notice**") of its intention to exercise its rights under this Section 11.1(b) as a result of the breach, and
 - (iii) Buyer specifies in the Buyer Termination Notice the agreement, covenant, representation, warranty or obligation contained herein or in the Approval and Vesting Order of which Seller is allegedly in breach;
- (c) by Seller:
- (i) in the event of any breach by Buyer of any of Buyer's agreements, covenants, representations, warranties or obligations contained herein (provided such breach would result in the failure of a condition set forth in Section 10.1 or Section 10.3 to be satisfied) or (if such breach is material) in the Approval and Vesting Order, and the failure of Buyer to cure such breach within ten (10) days after receipt of the Seller Termination Notice; *provided however*, that:
 - (A) Seller is not itself in material breach of any of its agreements, covenants, representations, warranties or obligations contained herein or in the Approval and Vesting Order;
 - (B) Seller notifies Buyer in writing (the "**Seller Termination Notice**") of its intention to exercise its rights under this Section 11.1(c) as a result of the breach; and
 - (C) Seller specifies in the Seller Termination Notice the agreement, covenant, representation, warranty or obligation contained herein or in the Approval and Vesting Order of which Buyer is allegedly in breach.

11.2 Effect of Termination

- (a) Subject to Section 11.3, in the event of termination of this Agreement by Buyer or Seller pursuant to this Article XI, all rights and obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party; *provided however*, that nothing herein shall relieve any Party from liability for breach of this Agreement prior to such termination. The provisions of this Section 11.2 and of Section 11.3 (and, to the extent applicable to the interpretation

or enforcement of such provisions, Article I and Article XIII), shall expressly survive the termination of this Agreement.

- (b) Each Party acknowledges that the agreements contained in this Section 11.2 and in Section 11.3 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

11.3 Disposition of Deposit

If:

- (a) this Agreement is terminated prior to Closing pursuant to Section 11.1(a) or (b), or Closing does not occur for any reason otherwise than because this Agreement is terminated pursuant to Section 11.1(c), the Deposit (plus any interest that has actually accrued thereon) shall be returned to Buyer; and
- (b) this Agreement is terminated prior to Closing pursuant to Section 11.1(c), Seller shall be entitled to retain the Deposit (plus any interest that has actually accrued thereon) as liquidated damages, representing the Parties' genuine pre-estimate of the minimum quantum of damages that will have been sustained by Seller as a result of the failure to complete the Transaction.

ARTICLE XII **NORM**

12.1 NORM

Buyer acknowledges that the Oil and Gas Assets have been used for exploration, development and production of Petroleum Substances and water and that there may be petroleum, produced water, wastes or other materials located on, under or associated with the Oil and Gas Assets. The Tangibles may contain NORM. NORM may affix or attach itself to the inside of wells, materials and equipment as scale, or in other forms; the wells, materials and equipment located on or included in the Oil and Gas Assets may contain NORM and other wastes or hazardous substances/materials; and NORM containing material and other wastes or hazardous substances/materials may have been buried, come in contact with the soil or otherwise been disposed of on or around the Oil and Gas Assets. Special procedures may be required for the remediation, removal, transportation or disposal of wastes, asbestos, hazardous substances/materials, including hydrogen sulfide gas and NORM from the Oil and Gas Assets. From and after the Closing, Buyer shall assume responsibility for the control, storage, handling, transporting and disposing of or discharge of all materials, substances and wastes from the Oil and Gas Assets (including produced water, hydrogen sulfide gas, drilling fluids, NORM and

other wastes), present after the Effective Time, in a safe and prudent manner and in accordance with all applicable Environmental Laws.

ARTICLE XIII
GENERAL PROVISIONS

13.1 Survival

All covenants and agreements contained herein that by their terms are to be performed in whole or in part, or that prohibit actions, subsequent to the Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to the Closing, survive the Closing in accordance with their terms. Subject to the following sentence, all other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder, shall not survive the Closing and shall thereupon terminate, including any Actions for damages in respect of any breach thereof. Notwithstanding anything to the contrary, the indemnity obligations set forth in Sections 6.6 and 7.1(e), and the representations and warranties set forth in Section 6.6 shall survive indefinitely.

13.2 Confidentiality

The Parties agree that the confidentiality agreement entered into by them and their Affiliates, dated February 11, 2016 (the "**Confidentiality Agreement**"), shall continue in full force and effect notwithstanding the execution and delivery by the Parties of this Agreement; *provided however*, that (a) disclosure of matters that become a matter of public record as a result of the CCAA Proceedings and the filings related thereto (including without limitation any information disclosed in order to obtain the Approval and Vesting Order) shall not constitute a breach of such Confidentiality Agreement, and (b) disclosures permitted under this Agreement shall not constitute a breach of such Confidentiality Agreement.

13.3 Public Announcements

Unless otherwise required by applicable Legal Requirement or by obligations of Buyer or Seller or their respective Affiliates pursuant to any listing agreement with or rules of any securities exchange, Buyer, on the one hand, and Seller, on the other hand, shall consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement, the Transaction or the activities and operations of the other and shall not issue any such release or make any such statement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

13.4 Notices

All notices, consents, waivers and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by email (with read receipt requested, with the receiving Party being obligated to respond affirmatively to any read receipt requests delivered by the other Party), (c) received by the addressee, if sent by a delivery service (prepaid, receipt requested) or (d) received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses and representatives (if applicable) set forth below (or to such other addresses and representatives as a Party may designate by notice to the other Parties):

(a) If to Seller, then to:

Quicksilver Resources Canada Inc.
125 9 Ave SE
Calgary, Alberta T2G 0P6
Attn: J. David Rushford
E-mail: drushford@qrinc.ca

with a copy (which shall not constitute notice) to:

Bennett Jones LLP
4500 Bankers Hall East
Calgary, Alberta T2P 4K7
Attn: Donald E Greenfield, QC
E-mail: greenfieldd@bennettjones.com

and

Quicksilver Resources Inc.
801 Cherry Street, Suite 3700, Unit 19
Fort Worth, Texas 76102
Attn: Law Department
E-mail: ahouse@qrinc.com

(b) If to Buyer, then to:

444 5th Ave SW, Suite 1500
Calgary, AB T2P 2T8
Attention: Wentao Yang
E-mail: yang@kailas-capital.com

13.5 Waiver, Waiver of Damages

Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand. Notwithstanding anything to the contrary contained herein, no party shall be liable to the other for special, indirect, exemplary or punitive damages arising out of, associated with, or relating to this Agreement (including loss of profit or business interruptions, however same may be caused) and the Parties hereby waive all claims for any such damages.

13.6 Entire Agreement; Amendment

This Agreement (including the Schedules) and the other Transaction Documents supersede all prior agreements between Buyer, on the one hand, and Seller, on the other hand, with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements between Buyer, on the one hand, and Seller, on the other hand, with respect to their subject matter. This Agreement may not be amended except by a written agreement executed by all of the Parties.

13.7 Assignment

This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of the other Parties (which consent may be granted or withheld in the sole discretion of such other Party); *provided however*, that Buyer shall be permitted, upon prior notice to Seller (which notice shall expressly identify the name, address and contact information of any such assignee and which must be delivered on or before the third (3rd) Business Day following the date of execution hereof), to assign all or part of its rights or obligations hereunder to one or more of its Affiliates, but no such assignment shall relieve Buyer of its obligations under this Agreement.

13.8 Severability

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and

purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

13.9 Expenses

Whether or not the transactions contemplated by this Agreement are consummated, the Parties shall bear their own respective expenses (including all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the Transaction.

13.10 Time of Essence

Time shall be of the essence with respect to all time periods and notice periods set forth in this Agreement.

13.11 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver

- (a) Except to the extent the mandatory provisions of the CCAA apply, this Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the Province of Alberta applicable hereto.
- (b) The Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes that may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transaction and any and all claims relating to the foregoing shall be filed and maintained only in the Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The Parties consent to service of process by mail (in accordance with Section 13.4) or any other manner permitted by law.
- (c) The Parties hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based in contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Seller, Buyer or their respective Representatives in the negotiation or performance hereof.

13.12 Counterparts

This Agreement and any amendment hereto may be executed in two or more counterparts, each of which shall be deemed to be an original of this Agreement or such amendment and all of which, when taken together, shall constitute one and the same instrument. Notwithstanding anything to the contrary in Section 13.4, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by telecopier or email attachment shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

13.13 Parties in Interest; No Third Party Beneficiaries

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

13.14 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner or equity holder of Buyer or Seller shall have any Liability for any obligations or liabilities of such Party under this Agreement or any other Transaction Document, for any claim based on, in respect of, or by reason of the Transaction and thereby.

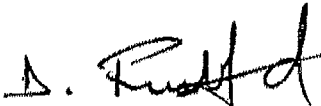
13.15 Disclosure Schedules; Materiality

The inclusion of any matter in the Disclosure Schedule shall be deemed to be an inclusion for all purposes of this Agreement, to the extent that such disclosure is sufficient to identify the matter to which such disclosure is responsive and reasonably apparent on its face, but inclusion therein shall not be deemed to constitute an admission, or otherwise imply, that any such matter is material or creates a measure for materiality for purposes of this Agreement. The disclosure of any particular fact or item in the Disclosure Schedule shall not be deemed an admission as to whether the fact or item is "material" or would constitute a "**Material Adverse Effect**".

[Signature page follows.]

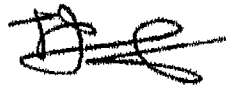
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the day and year first above written.


**QUICKSILVER RESOURCES CANADA
INC.**

Per: 
Name: J. David Rushford
Title: Sr VP & COO

Per: _____
Name: _____
Title: _____

1069130 B.C. LTD.

Per: 
Name: WENTAO YANG
Title: Director

Per: 
Name: HAO WANG
Title: DIRECTOR.

**SCHEDULE A
ASSETS LISTING**

Part 1 – Asset Listing – Lands, Leases, Royalties, Working Interest, Wells

List of QRCI wells in Horn River Basin

100% WI

UWI (API Num)	Surface Location	Well Name	Well Profile	Type/Description	LICENSE NO.
200B058H094O1500	b-58-H/094-O-15	HB ET AL DIANE B-58-H/94-O-15	Vertical	Old Dry Hole	5546
200A061H094O1500	b-59-E/094-O-16	QUICKSILVER HZ DIANE B-059-E/094-O-16	Horizontal	Standing	26074
200B091G094O1500	b-91-G/094-O-15	QUICKSILVER HZ TATTOO B-091-G/094-O-15	Vertical	Pilot Well	24596
200A002J094O1502	b-91-G/094-O-15	QUICKSILVER HZ TATTOO B-091-G/094-O-15	Horizontal	Standing	24596
200C015J094O1500	c-27-J/094-O-15	QUICKSILVER HZ TATTOO c-27-J/94-O-15	Horizontal	Standing	28010
200B018D094O1600	c-29-D/094-O-16	QUICKSILVER HZ FORTUNE C-029-D/094-O-16	Horizontal	Tied In	25251
200A060E094O1600	c-49-E/094-O-16	QUICKSILVER HZ DIANE C-049-E/094-O-16	Vertical	Pilot Well	26075
200D039E094O1602	c-49-E/094-O-16	QUICKSILVER HZ DIANE C-049-E/094-O-16	Horizontal	Standing	26075
200B075D094O1602	c-54-D/094-O-16	QUICKSILVER HZ FORTUNE C-054-D/094-O-16	Horizontal	Tied In	25282
200C054D094O1600	c-54-D/094-O-16	QUICKSILVER HZ FORTUNE C-054-D/094-O-16	Vertical	Pilot Well	25282
200C062A094O1500	c-60-D/094-O-16	QUICKSILVER HZ FORTUNE C-060-D/094-O-16	Horizontal	Tied In	24597
200B080H094O1500	c-81-G/094-O-15	QUICKSILVER HZ TATTOO C-081-G/094-O-15	Horizontal	Standing	26071
200D028J094O1500	d-28-J/094-O-15	QUICKSILVER HZ FORTUNE d-28-J/94-O-15	Vertical	Standing	27106
200A061B094O1502	d-50-A/094-O-15	QUICKSILVER HZ FORTUNE D-050-A/094-O-15	Horizontal	Tied In	24606
200D050A094O1500	d-50-A/094-O-15	QUICKSILVER HZ FORTUNE D-050-A/094-O-15	Vertical	Pilot Well	24606
200D061A094O1500	d-61-A/094-O-15	QUICKSILVER FORTUNE D-061-A/094-O-15	Vertical	Old Dry Hole	3282
200D028A094O1500	d-A50-A/094-O-15	QUICKSILVER HZ FORTUNE D-A050-A/094-O-15	Horizontal	Tied In	25191
200D061B094O1500	d-B50-A/094-O-15	QUICKSILVER HZ FORTUNE D-B050-A/094-O-15	Horizontal	Tied In	26073
202C062B094O1500	d-C50-A/094-O-15	QUICKSILVER HZ TATTOO D-C050-A/094-O-15	Horizontal	Tied In	27480
200C061B094O1500	d-D50-A/094-O-15	QUICKSILVER HZ TATTOO D-D050-A/094-O-15	Horizontal	Tied In	27481
200A028A094O1500	d-E50-A/094-O-15	QUICKSILVER HZ TATTOO D-E050-A/094-O-15	Horizontal	Tied In	27482
200A027A094O1500	d-F50-A/094-O-15	QUICKSILVER HZ TATTOO D-F050-A/094-O-15	Horizontal	Tied In	27483
200C062B094O1500	d-G50-A/094-O-15	QUICKSILVER HZ TATTOO D-G050-A/094-O-15	Horizontal	Tied In	27484
202B027A094O1500	d-H50-A/094-O-15	QUICKSILVER HZ TATTOO D-H050-A/094-O-15	Horizontal	Tied In	27485
200B027A094O1502	d-I50-A/094-O-15	QUICKSILVER HZ TATTOO D-I050-A/094-O-15	Horizontal	Tied In	27486
200A067D094O1600	d-G71-A/094-O-15	QUICKSILVER HZ FORTUNE d-G71-A/094-O-15	Vertical	Standing	28078
200B067D094O1600	d-E71-A/094-O-15	QUICKSILVER HZ FORTUNE d-E71-A/094-O-15	Vertical	Standing	28076
200C057D094O1600	d-D71-A/094-O-15	QUICKSILVER HZ FORTUNE d-D71-A/094-O-15	Vertical	Standing	28075
200D058D094O1600	d-C71-A/094-O-15	QUICKSILVER HZ FORTUNE d-C71-A/094-O-15	Vertical	Standing	28074
200D067D094O1600	d-H71-A/094-O-15	QUICKSILVER HZ FORTUNE d-H71-A/094-O-15	Vertical	Standing	28079
202B067D094O1600	d-F71-A/094-O-15	QUICKSILVER HZ FORTUNE d-F71-A/094-O-15	Vertical	Standing	28077
202D067D094O1600	d-I71-A/094-O-15	QUICKSILVER HZ FORTUNE d-I71-A/094-O-15	Vertical	Standing	28080
203D050A094O1500	d-J50-A/094-O-15	QUICKSILVER TATTOO D-J050-A/094-O-15	Vertical	Water Well	27843
200D085A094O1500	d-85-A/094-O-15	QUICKSILVER FORTUNE D-085-A/094-O-15	Vertical	Abandoned Wat	28828
200C055D094O1600	c-55-D/094-O-16	QUICKSILVER FORTUNE C-055-D/094-O-16	Vertical	Water Well	28829
200C056A094O1500	c-56-A/094-O-15	QUICKSILVER FORTUNE C-056-A/094-O-15	Vertical	Water Well	27841
200D030D094O1600	d-30-D/094-O-16	d-030-D/94-O-1-6 Water Well	Vertical	Water Well	26625
200D060A094O1500	d-60-A/094-O-15	d-060-A/94-O-15 Water Well	Vertical	Water Well	N/A
200B063A094O1500	b-63-A/094-O-15	QUICKSILVER FORTUNE B-063-A/094-O-15	Vertical	Water Well	28827
200A068A094O1500	a-68-A/094-O-15	QUICKSILVER FORTUNE A-068-A/094-O-15	Vertical	Abandoned Wat	28826

3.3319% WI

UWI (API Num)	Surface Location	Well Name	Well Profile	Type/Description	LICENSE NO.
200A074B094O1500	203A086B094O1500	SPK HZ TATTOO A-A086-B/094-O-15	Horizontal	Standing	27790
200B077B094O1500	200B077B094O1500	SPK TATTOO B-077-B/094-O-15	Horizontal	Producing	23353
200B077B094O1502	200B077B094O1502	SPK TATTOO B-077-B/094-O-15	Vertical	Producing	23353
200D064B094O1500	200A086B094O1500	SPK HZ TATTOO A-086-B/094-O-15	Horizontal	Standing	27689

Disposal Well

200C068B094O1500	200C068B094O1500	RAMSHORN TATTOO C-C068-B/094-O-15	Vertical	Disposal	25340
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BC MINERAL LAND REPORT

QUICKSILVER RESOURCES CANADA INC.

Mineral Property Report

SCHEDULE A - PART 1

Generated by Laurel Carlson on March 14, 2016 at 2:30:30 pm.

Selection

Admin Company:
Category:
Country: BRITISH COLUMBIA
Province:
Division:
Area(s):
Active / Inactive: Active
Status Types:
Lease Types:
Acreage Status:
Expiry Period:
Acreage Category:

QUICKSILVER RESOURCES CANADA INC.

Mineral Property Report

Print Options

Acres / Hectares:	Hectares
Working Interest DOI:	Yes
Other DOI:	Rental
Related Contracts:	Yes
Royalty Information:	Expand: No
Well Information:	Expand: Yes
Remarks:	No
Acreage:	Producing / Non Producing Developed / Undeveloped Proven / Unproven

Sort Options

Division:	No
Category:	Yes
Province:	No
Area:	No
Location:	No

Report Date: Mar 14, 2016
 Page Number: 1

QUICKSILVER RESOURCES CANADA INC.
 Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	File Status	Mineral Int	Lease Type	Lessor Type	Int Type / Lease No/Name	Operator / Payor	Exposure Gross	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
M5271	ACTIVE	100.00000000	PNG	BCCR	Eff: Nov 18, 2009 Exp: Nov 17, 2019	QRCI	2,084.800			WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 31-37, 41-47, 54-57, 64-67, 71-73, 81-83 NTS 94-O-16 BLK D UNIT 40, 50, 80, 90 ALL PNG FROM TOP SURFACE TO BASE 15401_MUSKWA_OTTER_PARK_KLUA_LEVI E
							Total Rental:	15636.00			

Status: NON PRODUCING
 UNDEVELOPED
 Prov: 0.000
 Dev: 0.000
 Net: 0.000
 Hectares: 2,084.800
 NProd: 2,084.800
 Undev: 2,084.800
 Net: 2,084.800
 Hectares: 2,084.800
 NProv: 0.000
 Prod/Sales: 0.000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ROYALTY ALL PRODUCTS	Y	N	100.00000000
Roy Percent:				
Deduction:	STANDARD			
Gas Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to: LESSOR (M)				
BC ENERGY	100.00000000	QRCI	WI	(M)
				100.00000000

VENDOR BAG -
108396

M5271	ACTIVE	100.00000000	PNG	BCCR	Eff: Nov 18, 2009 Exp: Nov 17, 2019	QRCI	521.200			WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 51, 52, 53, 61, 62, 63 NTS 94-O-16 BLK D UNIT 60, 70
							Total Rental:	3909.00			

Report Date: Mar 14, 2016
 Page Number: 2

QUICKSILVER RESOURCES CANADA INC.
 Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Les Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
Mineral Int	Int Type / Lse No/Name	Operator / Payor	Gross	Net	DOI Partner(s)		
M5271	PNG	BCCR	1,566,000	1,566,000			
Sub: B	WI						
100.00000000	QRCI						

(cont'd)

M5271

Sub: B

100.00000000 QRCI

Status	Hectares	Net	Hectares	Net
PRODUCING	521.200	521.200	0.000	0.000
DEVELOPED	521.200	521.200	0.000	0.000
	Prov:	0.000	NProd:	0.000
	Dev:	521.200	Undev:	0.000
	Prov:	0.000	NProv:	0.000

Royalty / Encumbrances

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
 CROWN SLIDING SCALE ROYALTY ALL PRODUCTS Y N 100.000000000 % of PROD

Roy Percent: STANDARD
 Deduction:
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:
 Min Pay: Div: Prod/Sales:
 Max: Min: Prod/Sales:
 Paid to: LESSOR (M) Paid by: WI (M)
 BC ENERGY 100.00000000 QRCI 100.00000000

VENDOR BAC -
 108896

File Number	Les Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
M5273	PNG	BCCR	1,566,000	1,566,000			
Sub: A	WI						
ACTIVE	62405						
	QRCI						

Total Rental: 11745.00

CS EXPLORER Version: 11.0.4

Report Date: Mar 14, 2016
 Page Number: 3

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	File Status	Mineral Int	Lease Type	Lessors Type	Operator / Payer	Exposure	Oper.Contl.	ROFR	DOI Code	Lease Description / Rights Held
						Gross	Net	DOI Partner(s)	*	*

(cont'd)

M5273
 Sub: A
 100.000000000 QRCI

4, 5, 6, 7, 12, 13, 14, 15, 22,
 23, 24, 25,
 ALL PNG TO BASE
 SULPHUR_PT-KEGR-PINE_PT

Status	Hectares	Net	Hectares	Net
NON PRODUCING	0.000	0.000	1,566.000	1,566.000
UNDEVELOPED	0.000	0.000	1,566.000	1,566.000
Prov:	0.000	0.000	0.000	0.000
NPProd:				
Undev:				
NProv:				

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ROYALTYALL PRODUCTS	Y	N	100.000000000 % of PROD

Roy Percent: STANDARD
 Gas: Royalty: Min Pay: Prod/Sales:
 S/S OIL: Min: Div: Prod/Sales:
 Other Percent: Max: Min: Prod/Sales:

Paid to: LESSOR (M) Paid by: WI (M)
 BC ENERGY 100.000000000 QRCI 100.000000000

VENDOR BAC -
 108396

M5273	PNG	BCCR	Eff:	Jul 31, 2009	522.000	WI	Area: HORN RIVER
Sub: B	WI	Exp: Jul 30, 2019	522.000	QRCI	100.000000000	NTS 94-C-15 BLK A UNIT 16, 17, 18, 19, 26, 27, 28, 29	
ACTIVE	QRCI	Total Rental:	3815.00			ALL PNG TO BASE	

Report Date: Mar 14, 2016
 Page Number: 4
QUICKSILVER RESOURCES CANADA INC.
 Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Lse Type	Lesser Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	DOI Partner(s)	*	*	

(cont'd)

M5273
 Sub: B
 100.00000000 ORCI

SULPHUR_FT-KEGR-PINE_PT

Status	Hectares	Net	Hectares	Net	Hectares	Net
PRODUCING	522.000	522.000	NPProd:	0.000	0.000	0.000
DEVELOPED	522.000	522.000	Undev:	0.000	0.000	0.000
	Prov:	0.000	NPProv:	0.000	0.000	0.000

Related Contracts
 C0612 B CA May 18, 2011 (f)

Well U.W.I. Status/Type
 200/A-028-A/094-O-15/00SHUTIN/GAS
 202/B-027-A/094-O-15/00SHUTIN/GAS
 200/D-028-A/094-O-15/00SHUTIN/GAS
 200/B-027-A/094-O-15/00SHUTIN/GAS
 200/A-027-A/094-O-15/00SHUTIN/GAS

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTYALL PRODUCTS	Y	N	100.00000000	% of PROD

Roy Percent: STANDARD
 Gas Royalty: Deduction:
 S/S OIL: Min: Max:
 Other Percent: Min Pay: Div: Mint: Prod/Sales: Prod/Sales: Prod/Sales:

Paid to: LESSOR (M) BC ENERGY 100.00000000
 Paid by: WI (M) 100.00000000
 ORCI

VENDOR BAC -
 1088396

File Number	Lse Type	Eff:	Exp:	Area:	WI
M5274	BCCR	Jul 31, 2009	Jul 30, 2019	HORN RIVER	100.00000000
Sub: A	WI			NTS 94-O-15 BLK B UNIT 32, 33, 42, 43	
ACTIVE	62406			ALL PNG TO BASE	
ORCI					
					Total Rental: 1957.50

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

** REPORTED IN HECTARES **

SCHEDULE A - PART 1

File Number	Les Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
Mineral Int	Operator / Payor	Int Type / Lse No/Name	Net	DOI Partner(s)	*	*	

(cont'd)

M5274
 Sub: A
 100.00000000 QRCI

SULPHUR_PT-KEGR-PINE_PT

Status	Hectares	Net	Hectares	Net
NON PRODUCING	0.000	0.000	261.000	261.000
UNDEVELOPED	0.000	0.000	261.000	261.000
Prov:	0.000	0.000	0.000	0.000
Dev:	0.000	0.000	0.000	0.000
NProd:	0.000	0.000	0.000	0.000
NProv:	0.000	0.000	0.000	0.000

Royalty / Encumbrances

Royalty Type: CROWN SLIDING SCALE ROYALTY ALL PRODUCTS
 Product Type: Sliding Scale
 Convertible: Y
 % of Prod/Sales: N 100.00000000

Roy Percent: STANDARD
 Deduction: Gas: Royalty: S/S Oil: Min: Other Percent:
 Min Pay: Div: Min: Max: Prod/Sales: Prod/Sales: Prod/Sales:

BC ENERGY 100.00000000
 PAID TO (R) 100.00000000
 PAID BY (R) 100.00000000
 QRCI

VENDOR BAC -
 108396

M5274	PNG	BCOR	Eff: Jul 31, 2009	1,303.000	WI	Area: HORN RIVER
Sub: B	WI	Exp: Jul 30, 2019	1,303.000	100.00000000	NTS 94-C-15 BLK A UNIT 38, 39,	
ACTIVE	QRCI		1,303.000		40, 48, 49, 50, 58, 59, 60, 68,	
					69, 70	
					Total Rental: 9772.50	

Report Date: Mar 14, 2016
 Page Number: 6

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Lease Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	

Status		Hectares	Net	Hectares	Net
PRODUCING	Produced	1,303.000	1,303.000	0.000	0.000
DEVELOPED	Dev:	1,303.000	1,303.000	0.000	0.000
	Undev:	0.000	0.000	0.000	0.000
	Prov:	0.000	0.000	0.000	0.000

NTS 94-O-15 BLK B UNIT
 31,41,51, 52, 53, 61, 62, 63
 ALL PNG TO BASE
 SULPHUR_PT-KEGR-PINE_PT

Related Contracts
 C0612 B CA May 18, 2011 (f)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N	100.00000000	% of SALES
Roy Percent:	STANDARD	Min Pay:	Max:	Prod/Sales:
Deduction:		Div:	Min:	Prod/Sales:
Gas Royalty:		Min:	Max:	Prod/Sales:
S/S OIL- Min:		Min:	Max:	Prod/Sales:
Other Percent:		Min:	Max:	Prod/Sales:
Paid to: PAIDTO (R)	100.00000000	PAIDBY (R)	100.00000000	
BC ENERGY		CRCI		

VENDOR BAC -
 108396

File Number	Lease Type	Int Type / Lse No/Name	Operator / Payor	Area
M5274	B	100.00000000	CRCI	PREPOOLED1
Sub: A	WI	66730	CRCI	Area: HORN RIVER
ACTIVE				NTS 94-O-15 BLK B UNITS
				96.66810000
				3.33190000
				5.00000000
				74-77,84-87

Report Date: Mar 14, 2016
 Page Number: 7

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Lease Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
Mineral Int	Int Type / Lse No/Name	Operator / Payor	Gross	Net	DOI Partner(s)	*	*

(cont'd)

M5321
 Sub: A
 100.00000000 SPOKERES

Total Rental: 3906.90

Status	Hectares	Net	Hectares	Net
NON PRODUCING	0.000	0.000	520.920	17.357
DEVELOPED	520.920	17.357	0.000	0.000
		NPProd:		
		Undev:		
		NPProv:		

PNG TO BASE
 SULPHUR_PT-KEGR-PINE_PT
 (EXCLUDING VERTICAL WELL
 200/B-077-B/094-O-15/00)

----- Related Contracts -----
 C0618 A POOL Dec 15, 2011
 PS0054 A P&S Jun 21, 2010

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	Status/Type
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N	N	100.00000000	200/A-074-B/094-O-15/00STANDING/GAS

Roy Percent: STANDARD
 Gas: Royalty: STANDARD
 S/S OIL: Min: Max:
 Other Percent: Min: Max:

Min Pay: Prod/Sales:
 Div: Prod/Sales:
 Min: Prod/Sales:

Paid to: LESSOR (M) 100.00000000
 BC ENERGY
 Paid by: PREPOOLE(C)
 SPOKERES 95.00000000
 ORCI 5.00000000

VENDOR BAC -
 108396

File Number	Lease Type	Eff:	Mar 27, 2008	Area:	HORN RIVER
M5321	PNG	Exp:	Mar 26, 2018	NTS	94-O-15 BLK B UNITS 76,77,
Sub: B	WI				
ACTIVE	60730				

Report Date: Mar 14, 2016
 Page Number: 8
QUICKSILVER RESOURCES CANADA INC.
 Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Lease Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
Mineral Int	Operator / Payor	Int Type / Lse No/Name	Gross	Net	DOI Partner(s)		

M5321	B	GRCI					
100.00000000	SPOKERES						
		Count-Acreage =	No	Total Rental:	0.00		
Status	PRODUCING	Hectares	Net	Hectares	Net		
	DEVELOPED	0.000	0.000	NPProd:	0.000		
		Dev:	0.000	Undev:	0.000		
		Prov:	0.000	NPProv:	0.000		

----- Well U.W.I. Status/Type -----
 200/B-077-B/094-O-15/00F/PRODUCING/GAS

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.00000000
Roy Percent:				% of SALES

Deduction: STANDARD
 Gas: Royalty: Min Pay: Prod/Sales:
 S/S OIL: Min: Max: Div: Prod/Sales:
 Other Percent: Min: Min: Prod/Sales:

Paid to: LESSOR (M) Paid by: WI (C)
 BC ENERGY 100.00000000 QRCI 5.00000000
 SPOKERES SPOKERES 95.00000000

VENDOR BAC - 108396

M5321	PNG	BCCR	Eff: Mar 27, 2008	1,041,080	C0616	A	No	POOLED	PREPOOLED1	Area: HORN RIVER
Sub: C	WI		Exp: Mar 26, 2018	1,041,080	SPOKERES			96.66810000	95.00000000	NTS 94-O-15 BLK B UNITS 78,79,
ACTIVE	60730			34.688	QRCI			3.33190000	5.00000000	68,69, 94-99

Report Date: Mar 14, 2016
 Page Number: 10

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

---REPORTED IN HECTARES---

SCHEDULE A - PART 1

File Number	File Status	Mineral Int	Lease Type	Lessor Type	Int Type / Lse No/Name	Operator / Payor	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
M5322	Sub: A	QRCI	100.000000000	SPOKERES							

(cont'd)

PNG TO BASE
 SULPHUR_PT-KEGR-PINE_PT

----- Related Contracts -----
 C0618 A POOL Dec 15, 2011
 PS0054 A P&S Jun 21, 2010

Total Rental: 11700.00

Status	Hectares	Net	NPProd:	Undev:	NPProv:	Hectares	Net	NPProd:	Undev:	NPProv:
NON PRODUCING	0.000	0.000	0.000	0.000	0.000	1,560.000	51.978	0.000	0.000	0.000
UNDEVELOPED	0.000	0.000	0.000	0.000	0.000	1,560.000	51.978	0.000	0.000	0.000

Royalty / Encumbrances

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
 CROWN SLIDING SCALE ROYALTY ALL PRODUCTS Y N 100.000000000 % of SALES

Roy Percent:

Deduction: STANDARD

Gas Royalty:

S/S OIL: Min:

Other Percent:

Paid to: LESSOR (M)
 BC ENERGY 100.000000000

Min Pay: .
 Div: SPOKERES 95.000000000
 Max: .
 Min: QRCI 5.000000000

Prod/Sales:
 Prod/Sales:
 Prod/Sales:

VENDOR BAC -
 108396

File Number	File Status	Mineral Int	Lease Type	Lessor Type	Int Type / Lse No/Name	Operator / Payor	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
M5372	Sub: A	QRCI	100.000000000	SPOKERES							

CS EXPLORER Version: 11.0.4

Report Date: Mar 14, 2016
 Page Number: 11

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	DOI Partner(s)	*	*

(cont'd)

M5372
 Sub: A CIRC
 100.000000000 CIRC

Total Rental: 1957.50

ALL PNG FROM TOP SURFACE TO
 BASE
 15401_MUSKWA_OTTER_PARK_KLUWA_EVI
 E

Status	Hectares	Net	Hectares	Net
NON PRODUCING Prod:	0.000	0.000	261.000	261.000
UNDEVELOPED Dev:	0.000	0.000	261.000	261.000
Prov:	0.000	0.000	0.000	0.000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N	N	% of
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:

Paid to: LESSOR (M) Paid by: WI (M)
 BC ENERGY 100.000000000 QRCI 100.000000000

VENDOR BAC -
 108396

M5373	PNG	BCCR	Eff: Sep 14, 2010	522.000	WI
Sub: A	WI		Exp: Sep 13, 2020	522.000	QRCI
ACTIVE	63312			522.000	100.000000000
	QRCI				
			Total Rental:	3915.00	

Area : HORN RIVER
 NTS 94-O-16 BLK D UNIT 18, 19,
 28, 29
 NTS 94-O-15 BLK A UNIT 11, 21

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

***REPORTED IN HECTARES**

SCHEDULE A - PART 1

File Number	Les Type	Lessor Type	Exposure	Oper.Comt.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	DOI Partner(s)		

(conf'd)

M5373
Sub: A
100.00000000 QRCI

NTS 94-O-16 BLK D UNIT 20, 30
ALL PNG TO BASE KLUA

Status	Hectares	Net	Hectares	Net	Well U.W.I.	Status/Type
PRODUCING	261.000	261.000	261.000	261.000	200/B-018-D/094-O-16/00SHUTIN/GAS	
DEVELOPED	261.000	0.000	261.000	261.000		
	Prov:	0.000	NPProd:	0.000		
	Dev:	261.000	Undev:	261.000		
	Prod:	261.000	NPProv:	0.000		

Royalty / Encumbrances

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS Y N 100.000000000 % of SALES

Roy Percent: STANDARD
Deduction: STANDARD
Gas Royalty: Min Pay:
S/S OIL: Min: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Paid to: LESSOR (M) Paid by: WI (M)
BC ENERGY 100.00000000 QRCI 100.00000000

VENDOR BAC -
108396

M5373	PNG	BCCR	Eff: Sep 14, 2010	1,044.000	WI	Area: HORN RIVER
Sub: B	WI	Exp: Sep 13, 2020	1,044.000	QRCI	100.00000000	NTS 94-O-9 BLK L UNIT 95, 97,
ACTIVE	63312		1,044.000			98, 99, 100
	QRCI	Total Rental:	7830.00			NTS 94-O-10 BLK I UNIT 91

SCHEDULE A - PART 1

File Number	File Status	Mineral Int	Lessee Type	Lessor Type	Int Type / Lse No/Name	Operator / Payor	Exposure Gross	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
M5373	Sub: B	100.00000000	QRCI								

(conf'd)

NTS 94-O-15 BLKA UNIT 1,
 NTS 94-O-16 BLKD UNIT 6, 7,
 8, 9, 10, 16, 17, 26, 27
 ALL PNG TO BASE KLUA

Status	Hectares	Net	Hectares	Net
NON PRODUCING Prod:	0.000	0.000	1,044.000	1,044.000
UNDEVELOPED Dev:	0.000	0.000	1,044.000	1,044.000
Prov:	0.000	0.000	0.000	0.000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N	N	100.00000000 % of SALES
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				
S/S OIL: Min:	Max:	Min Pay:		Prod/Sales:
Other Percent:		Div:		Prod/Sales:
		Min:		
Paid to: LESSOR (M)		Paid by: WI	(M)	
BC ENERGY	100.00000000	QRCI		100.00000000

VENDOR BAC -
 108396

ME436	PNG	BCOR	Eff:	Oct 28, 2010	521.200	WI
Sub: A	WI		Exp:	Oct 25, 2020	521.200	QRCI
ACTIVE	QRCI	63409			521.200	
			Total Rental:		3909.00	

Area : HORN RIVER
 NTS 94-O-16 BLKD UNIT 54, 55,
 64, 65, 74, 75, 84, 85
 ALL PNG TO BASE

Report Date: Mar 14, 2016
 Page Number: 14
 REPORTED IN HECTARES

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

SCHEDULE A - PART 1

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross	Net	DOI Partner(s)	*	
Mineral Int	Operator / Payor					*	

(cont'd)

M5436
 Sub: A
 100.00000000 QRC1

Status	Hectares	Prod:	Dev:	Prov:	Net	Hectares	NProd:	Undev:	NProv:	Net	Well U.W.L.	Status/Type
PRODUCING	521.200				521.200	521.200				0.000	-----	
DEVELOPED	521.200				521.200	521.200				0.000	200/B-075-D/094-O-16/02SHUTTING/GAS	
	0.000				0.000	0.000				0.000		

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ROYALTY ALL PRODUCTS	Y	N	% of
Roy Percent:				
Deduction:	STANDARD			
Gas Royalty:		Min Pay:		Prod/Sales:
S/S Oil Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to:	LESSOR (M)	Paid by:	WI (M)	
BC ENERGY	100.00000000	QRC1	100.00000000	

VENDOR EAC -
 108398

File Number	Product Type	EB:	Exp:	Area:
M5436	PNB	Oct 26, 2010		HORN RIVER
Sub: B	WI	Oct 25, 2020	QRC1	NTS 94-C-16 BLK D UNIT 34-89,
ACTIVE	63409			44-49, 52, 53, 56-59, 62, 63,
	QRC1			66-69, 76-79, 86-89
Total Rental:				15636.01

Report Date: Mar 14, 2016
 Page Number: 15

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report
 SCHEDULE A - PART 1

Category: MINERAL

REPORTED IN HECTARES

File Number	Les Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*	*	

(cont'd)

M5436
 Sub: B
 100.00000000 QRCI

Status	Hectares	Net	Hectares	Net
NON PRODUCING Prod:	0.000	0.000	2,084.800	2,084.800
UNDEVELOPED Dev:	0.000	0.000	2,084.800	2,084.800
Prov:	0.000	0.000	0.000	0.000

ALL PNG TO BASE
 SULPHUR_PT-KEGR-PINE_PT

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
		Y	N	% of
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS				
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Min Pay:				Prod/Sales:
Div:				Prod/Sales:
Max:				Prod/Sales:
Min:				

Paid to: LESSOR (M) 100.000000000
 BC ENERGY 100.000000000
 Paid by: WI (M) 100.000000000
 QRCI 100.000000000

VENDOR BAC -
 108396

File Number	Les Type	Eff:	Exp:	Area
M5437	PNG	Oct 26, 2010	Oct 25, 2020	HORN RIVER
Sub: A	WI			NTS 94-O-16 BLK C UNIT 78, 79,
ACTIVE	QRCI			80, 88, 89, 90, 98, 99, 100
				NTS 94-O-16 BLK D UNIT 71, 72,
				Total Rental: 19522.56

Report Date: Mar 14, 2016
 Page Number: 16

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Lee Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse. No/Name	Operator / Payor	Gross	Net	DOI Partnet(s)		
Mineral Int	Operator / Payor		Net	Hectares	Net	Hectares	Net
M5437	NON PRODUCING	Prod:	0.000	0.000	NPProd:	2,603.000	2,603.000
Sub: A	UNDEVELOPED	Dev:	0.000	0.000	Undev:	2,603.000	2,603.000
100.00000000 QRCI		Prov:	0.000	0.000	NPProv:	0.000	0.000
							73, 81, 82, 83, 91, 92, 93
							NTS 94-O-16 BLK E UNIT 1, 2,
							3, 11, 12, 13, 21, 22, 23, 31,
							41
							NTS 94-O-16 BLK F UNIT 8, 9,
							10, 18, 19, 20, 23, 29, 30, 40,
							50
							ALL PNG TO BASE
							SULPHURL_PT-KEGR-PINE_PT

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N		% of
Roy Percent:				
Deductions:	STANDARD			
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to: LESSOR (M)			WI	(M)
BC ENERGY	100.00000000		QRCI	100.00000000

VENDOR BAC -
108396

File Number	Lee Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse. No/Name	Operator / Payor	Gross	Net	DOI Partnet(s)		
Mineral Int	Operator / Payor		Net	Hectares	Net	Hectares	Net
M5512	PNG	BCOR	260.060	0.000	NPProd:	2,603.000	2,603.000
Sub: A	WI	Exp: Apr 21, 2009	260.060	0.000	Undev:	2,603.000	2,603.000
ACTIVE	62715	Exp: Apr 20, 2019	8,665	0.000	NPProv:	0.000	0.000
	SPOKERES						73, 81, 82, 83, 91, 92, 93
							NTS 94-O-16 BLK E UNIT 1, 2,
							3, 11, 12, 13, 21, 22, 23, 31,
							41
							NTS 94-O-16 BLK F UNIT 8, 9,
							10, 18, 19, 20, 23, 29, 30, 40,
							50
							ALL PNG TO BASE
							SULPHURL_PT-KEGR-PINE_PT

CS EXPLORER Version: 11.0.4

Report Date: Mar 14, 2016
 Page Number: 17

QUICKSILVER RESOURCES CANADA INC.
 Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

File Number	File Status	Mineral Int	Lessee Type	Lesser Type	Int Type / Les No/Name	Operator / Payor	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
M5512	Sub: A	100.00000000	SPOKERES								SULPHUR_PT-KEGR-PINE_PT

(cont'd)

M5512
 Sub: A
 100.00000000 SPOKERES

Total Rental: 1950.45

Status	Hectares	Net	Hectares	Net	Related Contracts
NON PRODUCING	0.000	0.000	260.060	8.665	00618 A POOL Dec 15, 2011
DEVELOPED	260.060	8.665	0.000	0.000	Well U.W.I
	0.000	0.000	0.000	0.000	200/D-064-B/094-O-15/00STANDING/GAS

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ROYALTY ALL PRODUCTS	Y	N	100.00000000 % of SALES

Roy Percent: STANDARD
 Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:
 Min Pay: Div: Min: Prod/Sales: Prod/Sales: Prod/Sales:

Paid to: LESSOR (M) 100.00000000
 BC ENERGY SPOKERES 100.00000000

VENDOR BAC -
 108396

File Number	File Status	Mineral Int	Lessee Type	Lesser Type	Int Type / Les No/Name	Operator / Payor	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
M5512	Sub: B	ACTIVE	62715	SPOKERES							PREPOOLED2 Area: HORN RIVER NTS 94-O-15 BLK B UNITS 56-59, 66-69 PNG TO BASE

SCHEDULE A - PART 1

File Number	Les Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	DOI Partner(s)		

M5512							
Sub: B							
100.00000000	SPOKERES				3914.55		SULPHUR_PT-KEGR-PINE_PT
			Total Rental:		3914.55		
Status	Hectares	Net	Hectares	Net	Related Contracts		
NON PRODUCING Prod:	0.000	0.000	NProd:	521,940	00618 A	POOL	Dec 15, 2011
UNDEVELOPED Dev:	0.000	0.000	Undev:	521,940			
Prov:	0.000	0.000	NProv:	0.000			

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.00000000 % of SALES
Roy Percent:	STANDARD			
Deduction:	Gas: Royalty:			
S/S Oil: Min:	Max:	Min Pay:	Div:	Min:
Other Percent:		Min:		Prod/Sales:
				Prod/Sales:
				Prod/Sales:
Paid to: LESSOR (M)	100.00000000	Paid by: POOLED (C)		
BC ENERGY		SPOKERES	96.66810000	
		ORCI	3.33190000	
VENDOR BAC -				
108396				

File Number	PNG	BCOR	Eff: Mar 04, 2011	781.000	C0618	A No	POOLED	PREPOOLED2	Area: HORN RIVER
Sub: A	WI		Exp: Mar 03, 2021	781.000	SPOKERES		96.66810000	100.00000000	NTS 94-C-15 BLK G UNITS 14-19,
ACTIVE	63608			26.022	ORCI		3.33190000	24-29	

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report
 SCHEDULE A - PART 1

Category: MINERAL

File Number	Lease Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	

M5518							
Sub: A	STOMOU						
100.000000000	SPOKERES				5857.50		PNG TO BASE SULPHUR_PT-KEGR-PINE_PT
							Related Contracts C0618 A POOL Dec 15, 2011

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS		Y	N	100.00000000 % of SALES
Roy Percent:	STANDARD			
Deduction:				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Min Pay:				Prod/Sales:
Div:				Prod/Sales:
Max:				Prod/Sales:
Min:				

Paid to: LESSOR (M)
 BC ENERGY 100.00000000
 Paid by: PREPOOLE(C)
 SPOKERES 100.00000000

VENDOR BAC -
 108396

M5554	PNG	BCCR	Est: Nov 26, 2010	3,905.000	WI		Area : HORN RIVER
Sub: A	WI		Exp: Nov 25, 2020	3,905.000	ORCI	100.00000000	NTS 94-O-15 BLK A UNITS 74-80, 94-90, 94-100
ACTIVE	ORCI			3,905.000			NTS 94-O-15 BLK B UNITS 71-73,
			Total Rental:	29287.5k			

Report Date: Mar 14, 2016
 Page Number: 20

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	DOI Partner(s)	*	*

(cont'd)

M5554
 Sub: A
 100.00000000 QRCI

Status	Hectares	Net	Hectares	Net
NON PRODUCING	0.000	0.000	3,905.000	3,905.000
UNDEVELOPED	0.000	0.000	3,905.000	3,905.000
	0.000	0.000	0.000	0.000

NPProd: 0.000
 Undev: 0.000
 NProv: 0.000

81-88, 91-98
 NTS 94-O-15 BLK G UNITS 1-3,
 11-13, 21-23
 NTS 94-O-15 BLK H UNITS 4-10,
 14-20, 24-30
 ALL PNG FROM TOP SURFACE TO
 BASE OF
 15401_MUSKWA_OTTER_PARK_KLUA_EVI
 E

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N	100.000000000	% of PROD

Related Contracts
 PS0063 A ASSET EXCH Oct 19, 2012

Roy Percent: STANDARD
 Gas Royalty: S/S OIL: Min: Max:
 Other Percent: Min Pay: Div: Min: Prod/Sales: Prod/Sales: Prod/Sales:

Paid to: LESSOR (M) 100.00000000
 BC ENERGY
 Paid by: WI (M)
 QRCI 100.000000000

VENDOR BAC -
 108396

File Number	Lse Type	BCCR	Eff:	Mar 27, 2012	1,819.000	WI
M5555	PNG	BCCR	Exp:	Mar 26, 2022	1,819.000	100.000000000
Sub: A	WI					
ACTIVE	64519					
	QRCI					

Total Rental: 13642.51

Area: HORN RIVER
 NTS 94-O-16 BLK E UNITS 32, 33,
 42, 43, 52-55, 62-65, 72-75,
 82-85, 92-95

Report Date: Mar 14, 2016
 Page Number: 21
QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	DOI Partner(s)	*	*	
M5555							
Sub: A							
100.00000000	QRCI						NTS 94-O-16 BLK L UNITS 2-5 ALL PNG TO BASE SULPHUR_PT-KEGR-PINE_PT
----- Related Contracts -----							
							PS0052 A ASSET EXCH Oct 19, 2012

(cont'd)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N	100.00000000	% of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: LESSOR (M)		Paid by: WI	(M)	
BC ENERGY	100.00000000	QRCI	100.00000000	

VENDOR BAC -
108896

File Number	Lse Type	Eff:	Area:
M5562	PNG	Nov 08, 2012	HORN RIVER
Sub: A	WI	Nov 07, 2022	NTS 94-O-15 BLK A UNIT 92, 93
ACTIVE	64534		NTS 94-O-15 BLK H UNIT 2, 3, 12, 13, 22, 23, 32-37
	QRCI		
Total Rental: 19530.01			

Report Date: Mar 14, 2016
 Page Number: 22

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report
SCHEDULE A - PART 1

Category: MINERAL

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.	Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name	Operator / Payor	Net	DOI Partner(s)					
Mineral Int			Gross						
M5562	Sub: A	100.000000000	ORCI						NTS 94-O-15 BLK H UNIT 42-47, 52-57, 62-67
								NTS 94-O-15 BLK H UNIT 72-75, 82-85	
								ALL PNG FROM TOP SURFACE TO BASE	
								15401_MUSKWA_OTTER_PARK_KLUVA_EVI E	

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS		Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to:	PAIDTO (R)		WI	(M)
MINFINEC		100.000000000	ORCI	100.000000000
VENDOR SAC - 100784				

M5563	PNG	BCCR	EFF: Nov 08, 2012	2,079,200	WI	Area: HORN RIVER
Sub: A	WI		Exp: Nov 07, 2022	2,079,200	ORCI	NTS 94-O-15 BLK A UNIT 91
ACTIVE	64535			2,079,200		NTS 94-O-15 BLK H UNIT 1, 11, 21, 31, 41, 71, 81
	ORCI					
				Total Rental:	15594.00	

Report Date: Mar 14, 2016
 Page Number: 23

QUICKSILVER RESOURCES CANADA INC.
 Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
Mineral Int	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

M5563
 Sub: A
 100.00000000 ORCI

Status	Hectares	Net	Hectares	Net
NON PRODUCING	0.000	0.000	2,079.200	2,079.200
UNDEVELOPED	0.000	0.000	2,079.200	2,079.200
	0.000	0.000	0.000	0.000

NTS 94-O-16 BLK D UNIT 100
 NTS 94-O-16 BLK E UNIT 10, 20,
 30, 40, 50,
 NTS 94-O-16 BLK E UNIT 76-80,
 86-90, 96, 97
 NTS 94-O-16 BLK L UNIT 6, 7,
 16, 17, 26, 27

Royalty / Encumbrances
 ALL PNG FROM TOP SURFACE TO
 BASE

15401_MUSKWA_OTTER_PARK_KLUJA_EVI
 E

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:
 Deduction: STANDARD
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Min Pay:
 Div:
 Min:
 Prod/Sales:
 Prod/Sales:
 Prod/Sales:

Paid to: PAID TO (R)
 MINFINBC 100.00000000
 Paid by: WI (M)
 ORCI 100.00000000

VENDOR BAC -
 100784

M5563	PNG	BCCR	EFF: Nov 08, 2012	519.800	WI
Sub: B	WI		Exp: Nov 07, 2022	519.800 ORCI	100.00000000
ACTIVE	64635			519.800	
	ORCI				
			Total Rental:	3896.50	

Area: HORN RIVER
 NTS 94-O-15 BLK H UNIT 51, 61
 NTS 94-O-16 BLK E UNIT 59-60,
 68-70

Report Date: Mar 14, 2016
 Page Number: 24

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
Mineral Int	Int Type / Lse No/Name	Operator / Payor	Gross	Net	DOI Partner(s)	*	*

(cont'd)

M5563
 Sub: B
 100.000000000 QRCI

Status	Hectares	Net	Hectares	Net
NON PRODUCING	0.000	0.000	519.800	519.800
DEVELOPED	519.800	519.800	0.000	0.000
	Prov:	0.000	NProv:	0.000
	Dev:	519.800	Undev:	0.000

ALL PNG FROM TOP SURFACE TO
 BASE
 15401_MUSKWA_OTTER_PARK_KLUJA_LEVI
 E

Well U.W.L
 200/A-061-H094-O-15(0)STANDING/UNKN

Royalty / Encumbrances

Royalty Type
 CROWN SLIDING SCALE ROYALTY ALL PRODUCTS

Roy Percent:	Product Type	Sliding Scale	Convertible	% of Prod/Sales
STANDARD <td>ROYALTY ALL PRODUCTS</td> <td>Y</td> <td>N</td> <td>100.000000000 % of PROD</td>	ROYALTY ALL PRODUCTS	Y	N	100.000000000 % of PROD

Deduction:
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Min Pay:
 Div:
 Min:

Prod/Sales:
 Prod/Sales:
 Prod/Sales:

Paid to: PAID TO (R)
 MINFINBC 100.000000000

WI (M)
 QRCI 100.000000000

VENDOR BAC -
 100784

File Number	Lse Type	Eff:	Exp:	Area:
M5564	PNG	Nov 08, 2012	Nov 07, 2022	HORN RIVER
Sub: A	WI			NTS 94-O-16 BLK D UNIT 94-99
ACTIVE	64542			NTS 94-O-16 BLK E UNIT 4-9,
	QRCI			14-19, 24-29, 34-37

Total Rental: 17563.50

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Report Date: Mar 14, 2016
 Page Number: 25
 REPORTED IN HECTARES

Category: MINERAL

SCHEDULE A - PART 1

File Number	File Status	Mineral Int	Lease Type	Lesser Type	Int Type / Lse No/Name	Operator / Payor	Exposure	Oper. Cont.	ROFFR	DOI Code	Lease Description / Rights Held	
							Gross					
							Net	DOI Partner(s)				
M5564												
Sub: A												
100.00000000	QRCI										NTS 94-O-16 BLK E UNIT 44-47, 56, 57, 66, 67	
											PNG TO BASE SULPHUR_PT-KEGR-PINE_PT	

(cont'd)

M5564
 Sub: A
 100.00000000 QRCI

Status	Hectares	Net	Hectares	Net
NON PRODUCING Prod:	0.000	0.000	2,341.800	2,341.800
UNDEVELOPED Dev:	0.000	0.000	2,341.800	2,341.800
Prov:	0.000	0.000	0.000	0.000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	TALL PRODUCTS	Y	N	100.00000000 % of PROD
Roy Percent:	STANDARD			
Deduction:				
Gas: Royalty:				
S/S OIL: Min:	Max:	Min Pay:	DN:	Min:
Other Percent:				

Paid to: LESSOR (M) 100.00000000
 BC ENERGY QRCI

VENDOR BAC -
 108398

File Number	File Status	Mineral Int	Lease Type	Lesser Type	Int Type / Lse No/Name	Operator / Payor	Exposure	Oper. Cont.	ROFFR	DOI Code	Lease Description / Rights Held
M5564											
Sub: B											
ACTIVE											Area: HORN RIVER NTS 94-O-16 BLK E UNIT 38, 39, 48, 49

Total Rental: 1951.50

Report Date: Mar 14, 2016
 Page Number: 26
QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Les Type	Lessor Type	Exposure	Oper.Comt.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator/ Payor	Gross	Net	DOI Partner(s)	*	*
Mineral Int	Operator/ Payor		Net	Net			
M5564	NON PRODUCING	DEVELOPED	0.000	0.000			PNG TO BASE
Sub: B	Dev:	Prov:	260.200	260.200			SULPHUR_PT-KEGR-PINE_PT
100.000000000	0.000	0.000	0.000	0.000			----- Well U.W.L. Status/Type -----
QRCI							2001D-039-E/094-O-16/02STANDING/JUNKN

(cont'd)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.00000000 % of PROD
Roy Percent:	STANDARD			
Deductions:				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to: LESSOR (M)				
BC ENERGY	100.00000000			(M)
				100.00000000
VENDOR BAC-				
108396				

File Number	Les Type	BCOR	Eff: Nov 08, 2012	3,114,000	WI	Area: HORN RIVER
M5565	PNG	BCOR	Exp: Nov 07, 2022	3,114,000	QRCI	NTS 94-C-16 BLK K UNIT 14-20,
Sub: A	WI					24-30, 34-40, 44-50
ACTIVE	64543					NTS 94-C-16 BLK L UNIT 11-15,
	QRCI					
			Total Rental:	23355.00		

Report Date: Mar 14, 2016
 Page Number: 27

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

M5566
 Sub: A
 100.00000000 ORCI

Status	Hectares	Net	Hectares	Net
NON PRODUCING Prod:	0.000	0.000	3,114.000	3,114.000
UNDEVELOPED	0.000	0.000	3,114.000	3,114.000
Dev:	0.000	0.000	0.000	0.000
Prov:	0.000	0.000	0.000	0.000

21-25, 31-35, 41-45
 ALL PNG FROM TOP SURFACE TO
 BASE SULPHUR_PT-KEGR-PINE_PT

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: LESSOR (M)		Paid by: WI	(M)	
BC ENERGY	100.00000000	ORCI	100.00000000	

VENDOR BAC -
 108396

M5566	PNG	BCCR	EFF: Mar 27, 2013	2,599.200	WI	Area: HORN RIVER
Sub: A	WI		Exp: Mar 26, 2023	2,599.200	100.00000000	NTS 94-O-15 ELK G UNIT 31-33,
ACTIVE	64714			2,599.200		41-43, 51-53
	ORCI		Total Rental: 19494.00			NTS 94-O-15 ELK G UNIT 61-63,

Report Date: Mar 14, 2016
 Page Number: 30

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

"REPORTED IN HECTARES"

SCHEDULE A - PART 1

File Number	File Status	Mineral Int	Lse Type	Lesser Type	Int Type / Lse No/Name	Operator / Payor	Net Doi Partner(s)	Exposure Gross	Oper.Comt.	ROFR	DOI Code	Lease Description / Rights Held
M5567	Sub: A	100.00000000	QRCI									NTS 94-O-16 BLK L UNIT 8-10,18-20,28-30
												NTS 94-O-16 BLK L UNIT 38-39,46-49,56,57,66,67
												ALL PNG FROM TOP SURFACE TO BASE
												15401_MUSKWA_OTTER_PARK_KLUA_EVI E

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Min Pay:				
Div:				
Max:				
Mint:				
Prod/Sales:				
Paid to: LESSOR (M)				
BC ENERGY	100.00000000			
Prod/Sales:				
QRCI				
Vendor BAC -				
108396				
Min Pay:				
Div:				
Max:				
Mint:				
Prod/Sales:				
Paid by: WI				
QRCI				
100.00000000				

File Number	File Status	Mineral Int	Lse Type	Lesser Type	Int Type / Lse No/Name	Operator / Payor	Net Doi Partner(s)	Exposure Gross	Oper.Comt.	ROFR	DOI Code	Lease Description / Rights Held
M5568	Sub: A	ACTIVE	PNG	WI	64716	QRCI						Area : HORN RIVER NTS 94-O-15 BLK J UNIT 14-17, 24-27
												Total Rental: 3883.10

Report Date: Mar 14, 2016
 Page Number: 31
 REPORTED IN HECTARES

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report
 SCHEDULE A - PART 1

Category: MINERAL

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Operator / Payor	Net	DOI Partner(s)	*	*

Mineral Int	Operator / Payor	Net	DOI Partner(s)	*	*	Lease Description / Rights Field
M5568	Sub: A	100.000000000	QRCI			
						(cont'd)
						ALL PNG FROM TOP SURFACE TO
						BASE
						15401_MUSKWA_OTTER_PARK_KLUJA_EVI
						E
						----- Well U.W.I. Status/Type -----
						200/C-015-J094-O-1500STANDING/UNKN

Status	Hectares	Net	Hectares	Net
NON PRODUCING Prod:	0.000	0.000	519.080	519.080
DEVELOPED Dev:	519.080	519.080	0.000	0.000
Prov:	0.000	0.000	0.000	0.000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
GROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N	100.000000000	% of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				

Min Pay: Prod/Sales:
 Div: Prod/Sales:
 Min: Prod/Sales:

Paid to: LESSOR (M) Paid by: WI (M)
 BC ENERGY 100.000000000 QRCI 100.000000000

VENDOR BAC -
 108396

File Number	Int Type	Operator	Exp. Date	Area
M5568	PNG	BCCR	Mar 27, 2013	HORN RIVER
Sub: B	WI	Exp. Mar 26, 2023	3,020.920	NTS 94-O-15 BLK G UNIT 76, 77,
ACTIVE	QRCI	3,020.920	3,020.920	86, 87, 94-97
				NTS 94-O-15 BLK J UNIT 4-7,
				Total Rental: 22656.9X

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Lessee Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payer		Net	DOI Partner(s)	*	*	

(cont'd)

M5568
 Sub: B
 100.000000000 QRCI

Status	Hectares	Net	Hectares	Net	34-37, 44-47, 54-57
NON PRODUCING	0.000	0.000	3,020.920	3,020.920	NTS 94-O-15 BLK J UNIT 64-67,
UNDEVELOPED	0.000	0.000	3,020.920	3,020.920	72-77, 82-87, 92-97
	0.000	0.000	0.000	0.000	NTS 96-B-02 BLK B UNIT 2, 3,
					4, 5, 6, 7 (FRACTION OF ALL
					UNITS)

ALL PNG FROM TOP SURFACE TO
 BASE
 15401_MUSKWA_OTTER_PARK_KLUJA_EV
 E

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N	100.000000000	% of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas Royalty:				
S/S OIL - Min:				
Other Percent:				
Min Pay:				Prod/Sales:
Div:				Prod/Sales:
Min:				Prod/Sales:

Paid to: LESSOR (M) 100.000000000
 BC ENERGY QRCI
 Paid by: WI (M) 100.000000000
 QRCI

VENDOR BAC -
 108396

File Number	Lessee Type	Lessor Type	Eff:	Mar 27, 2013	WI
M5569	PNG	BCCR	Exp:	Mar 26, 2023	100.000000000
Sub: A	WI				
ACTIVE	64717				
	QRCI				
			Total Rental:	20752.50	

Area: HORN RIVER
 NTS 94-O-15 BLK I UNIT 36-39,
 46-49, 52-59
 NTS 94-O-15 BLK I UNIT 62-69,

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	File Status	Mineral Int	Lessee Type	Int Type / Lessee Name	Operator / Payor	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
						Gross	Net	DOI Partner(s)	*	*
M5569	Sub: A	100.00000000	ORCI							72-77, 82-87, 92-97 NTS 96-B-02 BLK A UNIT 2, 3, 4, 5, 6, 7 (FRACTION OF ALL UNITS) ALL PNG FROM TOP SURFACE TO BASE 15401_MUSKWA_OTTER_PARK_KLUJA_EVI

(cont'd)

Status	Hectares	Net	Hectares	Net
NON PRODUCING	0.000	0.000	2,767.000	2,767.000
UNDEVELOPED	0.000	0.000	2,767.000	2,767.000
Dev:	0.000	0.000	0.000	0.000
Prov:	0.000	0.000	0.000	0.000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.00000000 % of PROD
Roy Percent:	STANDARD			
Deduction:				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to:	LESSOR (M)			
BC ENERGY		100.00000000		
			WI	(M)
			ORCI	100.00000000
VENDOR BAC -				
108396				

File Number	File Status	Mineral Int	Lessee Type	Int Type / Lessee Name	Operator / Payor	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
						Gross	Net	DOI Partner(s)	*	*
M5570	Sub: A	ACTIVE	PNG	WI	64723					Area : HORN RIVER NTS 94-O-15 BLK G UNIT 78, 79, 88, 89, 98, 99 NTS 94-O-15 BLK J UNIT 8, 9,
						2,755.460	2,755.460			WI
						2,755.460	2,755.460			100.00000000
						2,755.460	2,755.460			ORCI
						Total Rental: 20665.96				

Report Date: Mar 14, 2016
 Page Number: 34
 REPORTED IN HECTARES

QUICKSILVER RESOURCES CANADA INC.
 Mineral Property Report

Category: MINERAL

SCHEDULE A - PART 1

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	DOI Partner(s)			

(cont'd)

M5570
 Sub: A
 100.000000000 QRCI

Status	Hectares	Net	Hectares	Net	38, 39
NON PRODUCING	0.000	0.000	2,755.460	2,755.460	NTS 94-O-15 BLK J UNIT , 48,
UNDEVELOPED	0.000	0.000	2,755.460	2,755.460	49, 58-80, 68-70, 78-80, 88-90,
Prod:	0.000	0.000	0.000	0.000	98-100
Dev:					NTS 94-O-15 BLK K UNIT 51-53,
Prov:					61-63, 71-73, 81-83, 91-93
					NTS 95-B-02 BLK B UNIT 8, 9,
					10 (FRACTION OF ALL UNITS)
					NTS 95-B-02 BLK C UNIT 1, 2, 3
					(FRACTION OF ALL UNITS)
					ALL PNG FROM TOP SURFACE TO
					BASE SULPHUR_PT-KEGF-PINE_PT

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.000000000
Roy Percent:				
Deduction:	STANDARD			
Gas Royalty:				
S/S OIL: Min:				
Other Percent:				
Min Pay:				
Div:				
Max:				
Min:				
Paid by:	W/I			
BC ENERGY	QRCI			
				100.000000000

VENDOR SAC -
 108396

File Number	Lse Type	Operator	Exp. Date	Area	W/I
M5570	PNG	BCCR	Mar 27, 2013	HORN RIVER	
Sub: B	W/I		Exp: Mar 26, 2023	NTS 94-O-15 BLK J UNIT 18, 19,	
ACTIVE	64723			28, 29	
	QRCI				
			Total Rental:		1946.55

Report Date: Mar 14, 2016
 Page Number: 35

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	File Status	Mineral Int	Use Type	Lessor Type	Int Type / Lse No/Name	Operator / Payor	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
			Gross	Net	DOI Partment(s)	*					

(cont'd)

M5570
 Sub: B
 100.00000000 QRCI

Status	Hectares	Net	Hectares	Net	Hectares	Net
NON PRODUCING	0.000	0.000	NPProd:	259.540	259.540	259.540
DEVELOPED	259.540	259.540	Undev:	0.000	0.000	0.000
Prov:	0.000	0.000	NPProv:	0.000	0.000	0.000

ALL PNG FROM TOP SURFACE TO
 BASE SULPHUR_PT-KEGR-PINE_PT

----- Well U.W.L. Status/Type -----
 200YD-028-J094-O-15/000STANDING/UNKN

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N	100.00000000	% of PROD

Roy Percent:
 Deduction: STANDARD
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Min Pay:
 Div:
 Min:

Prod/Sales:
 Prod/Sales:
 Prod/Sales:

Paid to: LESSOR (M)
 BC ENERGY 100.00000000 QRCI

WI (M)
 100.00000000

VENDOR BAC -
 108396

M5571	PNG	BCOR	Eff:	Mar 27, 2013	2,881.000	WI
Sub: A	WI	Exp:	Mar 26, 2023	2,881.000	QRCI	100.00000000
ACTIVE	QRCI	64729		2,881.000		
				Total Rental:	21607.5k	

Area: HORN RIVER
 NTS 94-O-15 BLK H UNIT 98, 99
 NTS 94-O-15 BLK I UNIT 8, 9,
 18-20, 28-30

Report Date: Mar 14, 2016
 Page Number: 36

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	File Status	Mineral Int	Use Type	Lesser Type	Int Type / Lse No/Name	Operator / Payor	Exposure Gross	Oper.Cont	ROFR	DOI Code	Lease Description / Rights Held
M5571	Sub: A	100.000000000	QRCI								

(cont'd)

M5571
 Sub: A
 100.000000000 QRCI

Status	Hectares	Net	NPProd:	Undev:	NPProv:	Hectares	Net	NPProd:	Undev:	NPProv:
NON PRODUCING	0.000	0.000	0.000	0.000	0.000	2,881.000	2,881.000	0.000	0.000	0.000
UNDEVELOPED	0.000	0.000	0.000	0.000	0.000	2,881.000	2,881.000	0.000	0.000	0.000

NTS 94-O-15 BLK I, UNIT 40,
 50, 60, 70, 78-80
 NTS 94-O-15 BLK I UNIT 88-90,
 98-100
 NTS 94-O-15 BLK J UNIT 11-13
 NTS 94-O-15 BLK J UNIT 21-23,
 31-33, 41-43
 NTS 94-O-15 BLK J UNIT 51-53,
 61-63, 71, 81, 91
 NTS 95-B-02 BLK A UNIT 8, 9,
 10 (FRACTION OF ALL UNITS)
 NTS 95-B-02 BLK B UNIT 1
 (FRACTION)
 ALL PNG FROM TOP SURFACE TO
 BASE SULPHUR_PT-KEGR-PINE_PT

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ROYALTY ALL PRODUCTS	Y	N	100.000000000

Roy Percent: STANDARD
 Deduction: STANDARD
 Gas: Royalty: STANDARD
 S/S Oil: Min: STANDARD
 Other Percent: STANDARD

Min Pay: (M)
 Div: (M)
 Min: (M)
 Paid to: LESSOR (M)
 BC ENERGY 100.000000000 QRCI
 (M) 100.000000000

Vendor Bag -
 108396
 PNG BCCR
 Sub: B ACTIVE
 WI 64729 QRCI
 Exp: Mar 26, 2023
 Total Rental: 3892.50

Report Date: Mar 14, 2016
 Page Number: 37

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

SCHEDULE A - PART 1

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int. Type / Lse No/Name	Operator / Payor	Gross	Net	DOI Partner(s)		
M6571	B						
100.000000000	QRCI						

{cont'd}

Status	Hectares	Net	Hectares	Net	Hectares	Net
NON PRODUCING Prod:	0.000	0.000	NPProd:	519.000	519.000	519.000
DEVELOPED	519.000	519.000	Undev:	0.000	0.000	0.000
Prov:	0.000	0.000	NPProv:	0.000	0.000	0.000

----- Well U.W.1 Status/Type -----
 200/A-002-J094-O-15/02STANDING/UNKN
 NTS 94-O-15 BLK J UNIT 1-3
 ALL PNG FROM TOP SURFACE TO
 BASE SULPHUR_PT-KEGR-PINE_PT

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTYS	ROYALTYS	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				

Paid to: LESSOR (M) Paid by: WI (M)
 BC ENERGY 100.000000000 QRCI 100.000000000

VENDOR BAC -
 108396

M6572	PNG	BCOR	Eff:	Mar 27, 2013	3,114.000	WI
Sub: A	WI		Exp:	Mar 26, 2023	3,114.000	QRCI
ACTIVE	QRCI				3,114.000	
Total Rental:						28355.01

Area: HORN RIVER
 NTS 94-O-15 BLK H UNIT 92-97
 NTS 94-O-15 BLK I UNIT
 2-7,12-17, 22-27,31-35, 41-45,

Report Date: Mar 14, 2016
 Page Number: 38
 REPORTED IN HECTARES

QUICKSILVER RESOURCES CANADA INC.
 Mineral Property Report

Category: MINERAL

SCHEDULE A - PART 1

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	DOI Partner(s)	*	*
M5572	NON PRODUCING	UNDEVELOPED	0.000	0.000			51,61,71,81 NTS 94-O-16 BLK L UNIT
Sub: A	UNDEVELOPED	UNDEVELOPED	0.000	0.000			40,50,58-60,68-70,80,90
100.00000000	Prov:	Prov:	0.000	0.000			ALL PNG FROM TOP SURFACE TO BASE SULPHUR_PT-KEGR-PINE_PT
	Hectares	Net	Hectares	Net			
	0.000	0.000	3,114.000	3,114.000			
	NPProd:	NPProd:	0.000	3,114.000			
	Undev:	Undev:	0.000	3,114.000			
	NPProv:	NPProv:	0.000	0.000			

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N	100.00000000	% of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas Royalty:				
S/S OIL: Min:				
Other Percent:				
Min Pay:				
Div:				
Min:				
Prod/Sales:				
Prod/Sales:				
Prod/Sales:				
Paid to: LESSOR (M)				
BC ENERGY	100.00000000			
ORCI				
WI				
(M)				
100.00000000				
VENDOR BAC -				
108396				

Report Date: Mar 14, 2016

Page Number: 39

REPORTED IN HECTARES

QUICKSILVER RESOURCES CANADA INC.
Mineral Property Report

Category: MINERAL

SCHEDULE A - PART 1

File Number	File Status	Mineral Int.	Lse Type	Lessor Type	Int. Type / Lse No/Name	Operator / Payor	Exposure	Oper.	Cont.	ROFR	DOI Code	Lease Description / Rights Held											
							Gross	Net	DOI	Partnet(s)	*	*											
Category Total:							55,130,000	3,128,400	6,246,800	0.000	50,601.101	3,128.400	5,491.842	0.000	52,001.600	48,883.200	0.000	NPProd Net:	47,472.701	NPDev Net:	45,109.259	NPProv Net:	0.000
Report Total:							55,130,000	3,128,400	6,246,800	0.000	50,601.101	3,128.400	5,491.842	0.000	52,001.600	48,883.200	0.000	NPProd Net:	47,472.701	NPDev Net:	45,109.259	NPProv Net:	0.000

** End of Report **

Part 2 – Asset Listing – Facilities

a-61-B, 94-O-15 Water Storage Pond

- Lined storage pond to contain approximately 310,000 m³ of fluid
- Dual layer liner with leak detection system to monitor space between each layer
- Designed for future outtake pump station
- Leak detection monitoring pumps and controls
- Radar type wildlife deterrent system
- Facility is fenced

BC INVENTORY – STORED AT THIRD-PARTY LOCATION

INVENTORY DESCRIPTION	LOCATION	Unit of Measure	Quantity
Casing: 244.5mm X 53.57 kg/m J55 LTC	PeBen(BC)	meter	53.16
Casing Marker Joint: 139.7mm x 34.23 kg/m Q125 VAM TOP R1	PeBen(BC)	joint	1.00
Casing: 139.7mm X 34.23 kg/m P110 LTC R3	PeBen(BC)	joint	4.00
Casing Marker Joint: 139.7mm X 38.69 kg/m T95 VAM TOP	PeBen(BC)	joint	8.00
Casing: 139.7mm X 34.23 kg/m P110 BTC R3	PeBen(BC)	joint	8.00
Casing Marker Joint: 139.7mm X 29.76 kg/m P110 VAM TOP R1	PeBen(BC)	joint	15.00
Casing Marker Joint: 139.7mm x 39.88 kg/m T95 SLMS Vam Top R1	PeBen(BC)	joint	16.00
Casing Marker Joint: 139.7mm X 29.76 kg/m P110 VAM TOP R1	PeBen(BC)	joint	20.00
Casing Marker Joint: 139.7mm X 34.23 kg/m Q125 VAM TOP	PeBen(BC)	joint	36.00
Casing: 244.5mm X 53.57 kg/m K55 LTC R3	PeBen(BC)	meter	54.84
Casing: 139.7MM X 29.76 kg/m P110 SMLS LTC R3	PeBen(BC)	meter	130.68
Casing: 244.5mm x 69.94 kg/m L-80 BTC	PeBen(BC)	meter	270.30
Casing: 139.7mm x 39.88 kg/m T95 Vam Top R3	PeBen(BC)	meter	329.91
Casing: 244.5mm x 69.94 kg/m L80 LTC SMLS Volzhsky	PeBen(BC)	meter	655.14
Casing: 139.7mm x 38.69 kg/m T95 Vam Top R3	PeBen(BC)	meter	818.05
Casing: 139.7mm x 34.23 kg/m Q125 VAM TOP R3	PeBen(BC)	meter	17,599.17
Casing: 139.7mm X 29.76 kg/m P110 VAM TOP R3	PeBen(BC)	meter	27,375.00

BC CAMP AREA – B066-A/094-O-15

DESCRIPTION/COMMODITY/EQUIPMENT	AREA
6 Well site Trailers	Camp Area B66A/94-015
Water storage and distribution Unit	Camp Area B66A/94-015
Power Distribution module	Camp Area B66A/94-015
Power Distribution Panels and Cabling	Camp Area B66A/94-015

BC COMMUNICATIONS TOWER – B-066-A/094-O-15

Qty.	Description	Location
2	40 foot Sea Can/40x60 soft sided storage facility	Tower Site
2	20 foot Sea Can Mechanical Storage Facilities	Tower Site
1	400 foot communications tower for SCADA and internet connectivity	Tower Site

BC HORN RIVER BASIN ROADS

Coles Lake Road, 25.865% ownership of 15km high grade all season gravel PDR road. Provides access from Hwy 77 to QRCI tenured lands (km zero to km 15)

Geguto Road, 100% ownership of ~15 km of high grade all season gravel PDR road. (km 16 to km 29 including access to d50 and c60 pads)

Golo Road, 100% ownership of ~ 3km of high grade all season gravel PDR road. (starts km 26 of Geguto road and runs north)

Misc access roads to c-29, c-54 and d-71 pad sites. All season gravel access roads totaling ~9 km. (km 29-34 main road, also south to c29 pad and ~2km east off Golo road to d-71 pad)

BC ASSETS OUTSIDE LAYDOWN YARDS

Qty	Description	Location
+/-6000	8 x 14 3 ply wood mats	C-063-A pad and D-50 pad sites
+/-3000m	12" DR 17 HDPE pipe for water transfer lines	Between kilometer 22-23

Part 3 - Asset Listing – Rolling Stock

ATV / TRAILERS / SNOWMOBILES

Ins. Designation	Prov Registered	Location	Year	Make / Model	VIN
Field Quad	BC	Horn River Basin	2009	Polaris Sportsman XP Twin 850 AWD	4XAZX85A9AA765987
Skid Steer	BC	Horn River Basin	2011	Caterpillar D34 Model 257B3	B7H00918
Trailer	BC	Horn River Basin	2013	Oasis Economy Trailer (fire trailer)	2SLUC0134DR005314
Trailer	BC	Horn River Basin		Speed/radar trailer	1T9BS1012AM893939
Trailer	BC	Horn River Basin		small 6' trailer	

QRCI VEHICLES

Unit #	Year	Make	Model	VIN
107	2011	FORD	F250 CREW CAB	1FT7W2B6XBEA27500
122	2011	DODGE	RAM 1500 QUAD	1D7RV1GT6BS682488
131	2006	FORD	ECONO VAN	1FTNS24L36DA88026

LIGHT TOWERS

QTY	Year	Make / Model	VIN	Comment	Location
1	2013	Terex light tower /Trailer	4ZJSC1515D1001200	S/N AL513-1200	Compressor Station
1	2013	Terex light tower /Trailer	4ZJSB1410D1002484	S/N AL413-2484	Compressor Station
1	2013	Terex light tower /Trailer	4ZJSB1411D1002493	S/N AL413-2493	Compressor Station
1	2013	Terex light tower /Trailer	4ZJSC1510D1001203	S/N AL513-1203	Compressor Station

Part 4 – Asset Listing – Marketing and Midstream Agreements

BC MARKETING / TRANSMISSION AGREEMENTS

QRCI File No.	Contract Type	Counterparty	Date
MKT-021	*Firm Receipt Service (FT-R)	NOVA Gas Transmission Ltd.	April 29, 2002
MKT-022	Interruptible Receipt Service (IT-R)	NOVA Gas Transmission Ltd.	August 1, 2004
MKT-026	Sulphur Purchase/Sale Agmt	Oxbow Sulphur Canada ULC	December 12, 2013
MKT-027	Gas Handling/Management Agmt	Spoke Resources Ltd	September 1, 2014
MKT-028	Facilities Operating Agmt	Spoke Resources Ltd	September 1, 2014
MKT-029	Natural Gas Export Permit	National Energy Board	Date of first export deliveries
MKT-030	*NOVA Service Assignment	Canadian Natural Resources Ltd	December 22, 2016

* - QRCI Right to recall NOVA FTR service

BC CONSTRUCTION, OWNERSHIP & OPERATION AGREEMENTS

QRCI File No.	Contract Type	Counter Party	Date
COL-AGR	CO&O Agreement	Spoke Resources Ltd.	October 1, 2008
COL-AGR	CO&O Agreement	Ramshorn Canada Investments	October 1, 2008
COL-AGR	CO&O Agreement	EOG Canada Oil & Gas Inc.	October 1, 2008
TAT-AGR	CO&O Agreement	Spoke Resources Ltd.	January 1, 2010
TAT-AGR	CO&O Agreement	Ramshorn Canada Investments	January 1, 2010

Part 5 – Asset Listing – Security Arrangements

Description	Date	Amount	
Central Mountain Air Deposit	October 1, 2015	\$10,521.48	cash deposit
B.C. Oil and Gas Commission	November 15, 2015	\$150,000.00	cash deposit
B.C. Oil and Gas Commission	to be determined	\$3,703,620.00	cash deposit
Total		\$3,864,141.48	

Part 6 – Asset Listing – Surface Land Reports

QUICKSILVER RESOURCES CANADA INC.

Surface Property Report

Generated by Bonna Burgess on March 09, 2016 at 2:34:01 pm.

Selection

Admin Company: QUICKSILVER RESOURCES CANADA INC.
Country: BRITISH COLUMBIA
Province:
Division:
Area(s):
Active / Inactive: Active
Status Types:
Document Types:
Category: Easement
Expiry Period:

Print Options

Acres / Hectares: Yes
Rental Interest DOI: Yes
Related Contracts: No
Related Units: Yes
Well Information: No
Remarks: Yes
Related Facilities: Yes
Related Pipelines: Yes

Sort Options

Division: No
Category: No
Province: No
Area: No
Location: Yes

CS EXPLORER Version: 11.0.4

Report Date: Mar 09, 2016
 Page Number: 1

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

** REPORTED IN ACRES**

File Number	File Status	Typ	Lease No/Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Company	Contract	DOI Code	Lease Description / Land Use
E1029	ACTIVE		BC LOC PL OGC 932041 / LOC 932041	ORCI	ORCI	EOCF Apr 21, 2010	Jun 11, 2015		5.950				Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D NTS 94-O-15 BLK A UNIT 60 QTR A NTS 94-O-15 BLK A UNIT 60 QTR D NTS 94-O-15 BLK A UNIT 70 QTR A PIPELINE RIGHT OF WAY P/L FROM D-50-A/94-O-15 WELL SITE TO A-70-A/94-O-15 RISER SITE
<p>----- Well U/W.I. Status/Type ----- 200/A-061-B/094-O-15/02SHUTIN/GAS SL: D-50-A, 94-O-15</p>													

E1058	ACTIVE		BC LOC PL OGC 9706189 / LIC 942643	ORCI	ORCI	EOCF Dec 01, 2013			39.950				Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D NTS 94-O-15 BLK A UNIT 60 QTR A & D NTS 94-O-15 BLK A UNIT 70 QTR A & B NTS 94-O-15 BLK A UNIT 69 QTR A & B NTS 94-O-15 BLK A UNIT 68 QTR A & B NTS 94-O-15 BLK A UNIT 67 QTR A & B NTS 94-O-15 BLK A UNIT 66 QTR A & B NTS 94-O-15 BLK B UNIT 61 QTR A NTS 94-O-15 BLK A UNIT 49 QTR
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Report Date: Mar 09, 2016
 Page Number: 2

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

** REPORTED IN ACRES **

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Operating Contract	Gross	Total Rental	DOI Code	Lease Description / Land Use
E1053	ACTIVE	BC LOC PL OGC 9704944 / LOC 940164	BCCF Dec 03, 2012		Company				A, B & C (cc 44020)
									PIPELINE RIGHT OF WAY
									S1: D-50-A TO COMPRESSOR SITE B-88-A/94-O-15
									S2: A-49-A TO D-50-A/94-O-15
									S3: A-70-A TO A-61-B/94-O-15
									S4: A-67-A TO A-66-A/94-O-15
									S5: B-66-A TO B-66-A/04-O-15
									Area : HORN RIVER
									NTS 94-O-15 BLK A UNIT 66 QTR B
									NTS 94-O-15 BLK A UNIT 67 QTR A & B
									NTS 94-O-15 BLK A UNIT 68 QTR A & B
									NTS 94-O-15 BLK A UNIT 69 QTR A & B
									NTS 94-O-15 BLK A UNIT 70 QTR A & B
									NTS 94-O-15 BLK B UNIT 61 QTR A & B
									NTS 94-O-15 BLK B UNIT 62 QTR A & B
									NTS 94-O-15 BLK B UNIT 63 QTR A & B
									NTS 94-O-15 BLK B UNIT 64 QTR

Report Date: Mar 09, 2016
 Page Number: 3

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
										A & B
										NTS 94-O-15 BLK B UNIT 65 QTR
										A & B
										NTS 94-O-15 BLK B UNIT 66 QTR
										A & B
										NTS 94-O-15 BLK B UNIT 67 QTR
										A & B
										NTS 94-O-15 BLK B UNIT 68 QTR
										A, B & C
										NTS 94-O-15 BLK B UNIT 69 QTR
										A & B
										NTS 94-O-15 BLK B UNIT 70 QTR
										A & B
										NTS 94-O-15 BLK C UNIT 61 QTR
										A & B
										NTS 94-O-15 BLK C UNIT 51 QTR C
										NTS 94-O-15 BLK C UNIT 52 QTR
										C & D
										NTS 94-O-15 BLK C UNIT 53 QTR
										C & D
										NTS 94-O-15 BLK C UNIT 54 QTR
										B, C & D
										NTS 94-O-15 BLK C UNIT 55 QTR
										A & B
										NTS 94-O-15 BLK C UNIT 56 QTR
										A & B
										NTS 94-O-15 BLK C UNIT 57 QTR
										A & B
										NTS 94-O-15 BLK C UNIT 58 QTR
										A & B
										NTS 94-O-15 BLK C UNIT 59 QTR

(cont'd)

E1047

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 4
** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
										A & B
										NTS 94-C-15 BLK C UNIT 60 QTR
										A & B
										NTS 94-C-15 BLK D UNIT 51 QTR
										A & B
										NTS 94-C-15 BLK D UNIT 52 QTR
										A & B
										NTS 94-C-15 BLK D UNIT 53 QTR
										A & B
										NTS 94-C-15 BLK D UNIT 54 QTR
										A & B
										NTS 94-C-15 BLK D UNIT 55 QTR
										A & B
										NTS 94-C-15 BLK D UNIT 56 QTR
										A & B
										NTS 94-C-15 BLK D UNIT 57 QTR
										A & B
										NTS 94-C-15 BLK D UNIT 58 QTR
										A, B & C
										NTS 94-C-15 BLK D UNIT 59 QTR
										C & D
										NTS 94-C-15 BLK D UNIT 60 QTR
										A, B & D
										NTS 94-C-14 BLK A UNIT 51 QTR
										A & B
										NTS 94-C-14 BLK A UNIT 52 QTR
										A & B
										NTS 94-C-14 BLK A UNIT 53 QTR
										A & B
										NTS 94-C-14 BLK A UNIT 54 QTR
										A, B & C

(cont'd)

E1047

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 5
** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	Dot Code	Lease Description / Land Use
E1047												NTS 94-O-14 BLK A UNIT 55 QTR C & D NTS 94-O-14 BLK A UNIT 56 QTR C & D NTS 94-O-14 BLK A UNIT 57 QTR C & D NTS 94-O-14 BLK A UNIT 58 QTR B, C & D NTS 94-O-14 BLK A UNIT 59 QTR A PIPELINE RIGHT OF WAY P/L FROM COMPRESSOR SITE AT B-66-A/94-O-15 TO A-59-A/94-O-14 AND P/L FROM COMPRESSOR SITE AT B-66-A/94-O-15 TO C-68-B/94-O-15
E1110	ACTIVE	BC AUTH PL OGC 9706629 / AUTH 94626	BCCFS		Sep 19, 2014	Sep 17, 2016		1,200				Area : HORN RIVER NTS 94-O-15 BLK B UNIT 68 QTR D NTS 94-O-15 BLK B UNIT 68 QTR A PIPELINE RIGHT OF WAY TIE IN D-88-D TO A-068-B/94-O-15
E1085	ACTIVE	BC LOC PL OGC 9703722 / LOC #932766	BCCF		Oct 04, 2010			45,950				Area : HORN RIVER NTS 94-O-16 BLK D UNIT 54 QTR C NTS 94-O-16 BLK D UNIT 55 QTR D & C

(cont'd)

CS EXPLORER Version: 11.0.4

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
(cont'd)										
E1035										NTS 94-O-16 BLK D UNIT 56 QTR D & C NTS 94-O-16 BLK D UNIT 57 QTR D & C NTS 94-O-16 BLK D UNIT 58 QTR D & C NTS 94-O-16 BLK D UNIT 59 QTR D, C & B NTS 94-O-16 BLK D UNIT 60 QTR D & C NTS 94-O-16 BLK D UNIT 49 QTR C & B NTS 94-O-16 BLK D UNIT 59 QTR C & B NTS 94-O-16 BLK D UNIT 29 QTR C PIPELINE RIGHT OF WAY C-29-D/94-O-16 WELLSITE TO C-60-D/94-O-16 AND C-54-D/94-O-16 WELLSITE TO C-60-D/94-O-16
----- Well U.W.I. Status/Type ----- 200/B-018-D/094-O-16/00SHUTTING/GAS SL: C-29-D, 94-O-16 200/B-075-D/094-O-16/00SHUTTING/GAS SL: C-54-D/94-O-16										
E1030	BC LOC PL	BCCFApr 22, 2010				59,850				Area : HORN RIVER NTS 94-O-16 BLK D UNIT 60 QTR C NTS 94-O-15 BLK A UNIT 51 QTR D NTS 94-O-15 BLK A UNIT 61 QTR

Report Date: Mar 09, 2016
 Page Number: 7

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Operator	Payor	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
												A & B
												NTS 94-O-15 BLKA UNIT 62 QTR
												A & B
												NTS 94-O-15 BLKA UNIT 63 QTR
												A & B
												NTS 94-O-15 BLKA UNIT 64 QTR
												A & B
												NTS 94-O-15 BLKA UNIT 65 QTR
												A & B
												NTS 94-O-15 BLKA UNIT 66 QTR
												A & B
												NTS 94-O-15 BLKA UNIT 67 QTR
												A & B
												NTS 94-O-15 BLKA UNIT 68 QTR
												A & B
												NTS 94-O-15 BLKA UNIT 69 QTR
												A & B
												NTS 94-O-15 BLKA UNIT 70 QTR
												A & B
												NTS 94-O-15 BLK B UNIT 61 QTR
												A & B
												NTS 94-O-15 BLK B UNIT 62 QTR
												A & B
												NTS 94-O-15 BLK B UNIT 63 QTR
												A & B
												NTS 94-O-15 BLK B UNIT 64 QTR
												A & B
												NTS 94-O-15 BLK B UNIT 65 QTR
												A & B
												NTS 94-O-15 BLK B UNIT 66 QTR
												A & B

(cont'd)

E1030

Report Date: Mar 09, 2016
 Page Number: 8
QUICKSILVER RESOURCES CANADA INC.
 Surface Property Report

** REPORTED IN ACRES **

File Number	Typ	Lease No/Name	Eff. Date	Operating Contract	DOI Code	Lease Description / Land Use
File Status	Operator	Payer	Exp. Date	Company		
			Ext. Date	Total Rental		
				Gross		
E1030						NTS 94-O-15 BLK B UNIT 67 QTR A & B NTS 94-O-15 BLK B UNIT 68 QTR A & D (cc 14724) PIPELINE RIGHT OF WAY P/L FROM C-60-D/94-O-16 WELLSITE TO SMR COMPRESSOR SITE D-68-B/94-O-15
						Well U.W.I. Status/Type 280/C-062-A/094-O-15/OCSHUTIN/GAS SL: C-060-D/094-O-16

File Number	Typ	Lease No/Name	Eff. Date	Operating Contract	DOI Code	Lease Description / Land Use
File Status	Operator	Payer	Exp. Date	Company		
			Ext. Date	Total Rental		
				Gross		
E1052	BC LOC PL	LOC 945297	BCC/Feb 09, 2014			Area : HORN RIVER NTS 94-O-16 BLK D UNIT 80 QTR C NTS 94-O-15 BLK A UNIT 71 QTR C & D NTS 94-O-15 BLK A UNIT 72 QTR B, C & D NTS 94-O-15 BLK A UNIT 73 QTR A, B & C NTS 94-O-15 BLK A UNIT 74 QTR A & B NTS 94-O-15 BLK A UNIT 75 QTR A & B NTS 94-O-15 BLK A UNIT 65 QTR
ACTIVE	ORCI	ORCI		38,325		

Report Date: Mar 09, 2016
 Page Number: 9
QUICKSILVER RESOURCES CANADA INC.
 Surface Property Report

** REPORTED IN ACRES **

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
E1052									A, C & D NTS 94-O-15 BLKA UNIT 66 QTR A & D PIPELINE RIGHT OF WAY SEGMENT 1 - P/L FROM A-66-A COMPRESSOR SITE TO D-71-A WELLSITE SEGMENT 2 - P/L FROM A-66-A TO A-75-A ALL WITHIN 94-O-15 (CC 59001911)
									Well UWI Status/Type 200FB-058-D7094-O-16/0/LOCATION/UNKN SL - D-71-A/94-O-15

** End of Report **

QUICKSILVER RESOURCES CANADA INC.

Surface Property Report

Generated by Bonna Burgess on March 09, 2016 at 2:35:09 pm.

Selection

Admin Company: QUICKSILVER RESOURCES CANADA INC.
Country: BRITISH COLUMBIA
Province:
Division:
Area(S):
Active / Inactive: Active
Status Types:
Document Types:
Category: Surface
Expiry Period:

Print Options

Acres / Hectares: Acres
Rental Interest DOI: Yes
Related Contracts: Yes
Related Units: No
Well Information: Yes
Remarks: No
Related Facilities: Yes
Related Pipelines: Yes

Sort Options

Division: No
Category: No
Province: No
Area: No
Location: Yes

Report Date: Mar 09, 2016

Page Number: 1

** REPORTED IN ACRES**

QUICKSILVER RESOURCES CANADA INC. Surface Property Report

File Number	File Status	Typ	Lease No/Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
S1513	ACTIVE	OTHER	MLTG #M01400	QRCI	QRCI	OT	Aug 06, 2008	Aug 05, 2013		QRCI		WI 100.000000000	Area : HORN RIVER (ALL BC APPLICATIONS REQUIRING A CUTTING PERMIT THAT WERE APPLIED FOR PRIOR TO OCTOBER 4, 2010) MASTER LICENSE TO CUT MASTER LICENSE TO CUT M01400
											Total Rental:		
S1567	ACTIVE	OTHER	MLTG #M02058	QRCI	QRCI	OT	Sep 01, 2010	Aug 31, 2020		QRCI		WI 100.000000000	Area : HORN RIVER (ALL BC APPLICATIONS REQUIRING A CUTTING PERMIT THAT WERE APPLIED FOR AFTER OCTOBER 4, 2010) MASTER LICENSE TO CUT MASTER LICENSE TO CUT M02058
											Total Rental:		
S2835	ACTIVE	BC LOC	102893 PARK USE PERMIT	QRCI	QRCI	EOCF	Mar 01, 2013	Feb 28, 2033		QRCI		WI 100.000000000	Area : DISCOVERY LNG NTS 92-K-3 BLK A UNIT 56 QTR C ACCESS ROAD PERMIT FOR OPERATING AND MAINTAINING GRAVEL ACCESS ROAD WITHIN ELK FALLS PARK
											Total Rental:		
S3088	ACTIVE	BC LOC FAC	OGC 9705290 / LOG 935070	QRCI	QRCI	EOCF	May 05, 2011	May 04, 2021	1,250	QRCI		WI 100.000000000	Area : HORN RIVER NTS 94-C-14 BLK A UNIT 59 QTR A (CC 20004, GL 9110.273) METER SITE
											Total Rental:	500.00	

OS EXPLORER Version: 11.0.4

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 2
** REPORTED IN ACRES**

File Number	Type	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
S3098	ACTIVE	BC AUTH AUTH# 933617 ORCI ORCI	BCOF Jan 03, 2013 Jan 02, 2014			2,800	ORCI		WI 100.00000000	METER SITE WITHIN A-59-A/94-O-14 Area : HORN RIVER NTS 94-O-15 BLK A UNIT 49 QTR C REMOTE SUMP/AOC RD SUMP SITE LOCATED AT C-49-A/94-O-15
S2966	ACTIVE	BC LOC W OGC 9630002 /LOC 928668 ORCI ORCI	BCCFOct 16, 2008 Oct 15, 2018			15,000	ORCI	440.00	WI 100.00000000	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D & C (cc 14840) PADSITE QUICKSILVER HZ TATTOO D-50-A, 94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN A-061-B, 94-O-15)

----- Well U.W.I. Status/Type -----
200/A-061-B/094-O-15/02SHUTIN/GAS
SL: D-50-A, 94-O-15

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 3

** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Operating Contract Company	Gross Total Rental	DOI Code	Lease Description / Land Use
S2966.01	BC LOC W	BCCFOct 16, 2008				W/			Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D & C
ACTIVE	OGC 9630002 /LOC 9630798	Oct 15, 2018				QRCI	100.00000000		NTS 94-O-15 BLK A UNIT 49 QTR C (cc 15043) PADSITE QUICKSILVER HZ FORTUNE D-A50-A, 94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN d-28-A, 94-O-15)
	QRCI						Total Rental: 440.00		
----- Well U.W.I. Status/Type ----- 200/D-028-A/094-O-15/0CSHUTIN/GAS SL: D-A50-A/94-O-15									
S2966.02	BC LOC W	BCCFOct 16, 2008				W/			Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D & C
ACTIVE	OGC 9630002 /LOC 963224	Oct 15, 2018				QRCI	100.00000000		NTS 94-O-15 BLK A UNIT 49 QTR C (cc 15042) PADSITE QUICKSILVER HZ FORTUNE D-850-A, 94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN D-61-B, 94-O-15)
	QRCI						Total Rental: 440.00		
----- Well U.W.I. Status/Type ----- 200/D-061-B/094-O-15/0CSHUTIN/GAS									

Report Date: Mar 09, 2016
 Page Number: 4
QUICKSILVER RESOURCES CANADA INC.
 Surface Property Report

** REPORTED IN ACRES **

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Operating Contract Company	Gross	Total Rental	DOI Code	Lease Description / Land Use
S2966.02										SL: D-B50-A/94-O-15
S2966.03	BC LOC W	BCCF Oct 15, 2008				ORCI		100.00000000	W1	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D & C
ACTIVE	OGC 9630002 / LOC 9634907	Oct 15, 2018								NTS 94-O-15 BLK A UNIT 49 QTR C (cc 15312) PADSITE QUICKSILVER HZ TATTOO D-C50-A/94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN 202/C-062-B/94-O-15)
								440.00		Total Rental:
S2965.04	BC LOC W	BCCF Oct 16, 2008				ORCI		100.00000000	W1	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D & C
ACTIVE	OGC 9630002 / LOC 9634908	Oct 15, 2018								NTS 94-O-15 BLK A UNIT 49 QTR C (cc 16210) PADSITE QUICKSILVER HZ TATTOO D-D50-A/94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN C-61-B/94-O-15)
								440.00		Total Rental:

Well U.W.I. Status/Type
 202/C-062-B/094-O-15/KKSHUTTINGAS
 SL: D-C50-A/094-O-15

Report Date: Mar 09, 2016
 Page Number: 5

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

** REPORTED IN ACRES **

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Operator	Payer	Gross	Operating Contract Company	Total Rental	Dot Code	Lease Description / Land Use
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(cont'd)

S2966.04

Well U.W.I. Status/Type
 200/C-061-B/094-O-15/00SHUTTING/GAS
 SL: D-E50-A/94-O-15

S2966.05	BC LOC W		ECCFOct 16, 2008								WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D & C
	OGC 9630002 /LOC 963490		Oct 15, 2018						QRCI		100.000000000	
ACTIVE	QRCI											NTS 94-O-15 BLK A UNIT 49 QTR C (cc 15211) PADSITE QUICKSILVER HZ TATTOO D-E50-A/94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN A-028-A/94-O-15)
	QRCI									Total Rental: 440.00		

Well U.W.I. Status/Type
 200/A-028-A/094-O-15/00SHUTTING/GAS
 SL: D-E50-A/94-O-15

S2966.06	BC LOC W		ECCFOct 16, 2008								WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D & C
	OGC 9630002 /LOC 963491		Oct 15, 2018						QRCI		100.000000000	
ACTIVE	QRCI											NTS 94-O-15 BLK A UNIT 49 QTR C (cc 15314) PADSITE QUICKSILVER HZ TATTOO
	QRCI									Total Rental: 440.00		

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
 Page Number: 6

** REPORTED IN ACRES **

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Operator	Payor	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
(cont'd)												
S2966.06												D-F50-A/94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN A-27-A/94-O-15)
----- Well U.W.I. Status/Type ----- 200/A-027-A/094-O-15/00SHUTIN/GAS SL: D-F50-A/94-O-15												
S2966.07	BC LOC W	OGC 9630002 / LOC 963491	EOCFOct 15, 2008	Oct 15, 2018		OGC	ORCI			440.00	WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D & C NTS 94-O-15 BLK A UNIT 49 QTR C (cc 15317) PADSITE QUICKSILVER HZ TATTOO D-G50-A/94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN C-62-B/94-O-15)
----- Well U.W.I. Status/Type ----- 200/C-062-B/094-O-15/00SHUTIN/GAS SL: D-G50-A/94-O-15												
S2966.08	BC LOC W	OGC 9630002 / LOC 963491	EOCFOct 15, 2008	Oct 15, 2018		OGC	ORCI			440.00	WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D & C NTS 94-O-15 BLK A UNIT 49 QTR C
----- Well U.W.I. Status/Type ----- 200/C-062-B/094-O-15/00SHUTIN/GAS SL: D-G50-A/94-O-15												

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
 Page Number: 7
 ** REPORTED IN ACRES**

File Number	Type	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Operator	Payor	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
(cont'd)												
S2966.08												(cc 15315) PADSITE QUICKSILVER HZ TATTOO D-H50-A/94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN 202/B-27-A/94-O-15)
----- Well U.W.I. Status/Type ----- 202/B-027-A/094-O-15/00SHUTIN/GAS SL: D-H50-A/94-O-15												
S2966.09	BC LOC W	BCCFOct 15, 2008										Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D & C NTS 94-O-15 BLK A UNIT 49 QTR C (cc 15316) PADSITE QUICKSILVER HZ TATTOO D-H50-A/94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN B-27-A/94-O-15)
----- Well U.W.I. Status/Type ----- 200/B-027-A/094-O-15/00SHUTIN/GAS SL: D-H50-A/94-O-15												
ACTIVE	QRCI	OGC 9630002 / LOC 9634913 Oct 15, 2018				QRCI	QRCI	440.00	QRCI	100.00000000	WI	Total Rental: 440.00

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 8
** REPORTED IN ACRES **

File Number	File Status	Typ	Lease No/Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
S2966.10	ACTIVE		BC LOC W OGC 9635573 / LOC 966328	QRCI	QRCI	BCCF Oct 26, 2011	Oct 25, 2021		0.225	QRCI	500.00	WI 100.00000000	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D PADSITE QUICKSILVER TATTOO D-J50-A/94-O-15 (WATER WELL)
----- Well U.W.I. Status/Type ----- 200/D-050-A/094-O-15/LOC/LOCATION/WATE SL: D-J50-A/94-O-15													
S3110	ACTIVE		BC LOC FAC 008674709-001	QRCI	QRCI	BCCF Dec 19, 2011				QRCI		WI 100.00000000	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 50 QTR D UNKNOWN FRESH WATER PUMP STATION WITHIN D-J50-A/94-O-15
S1850	ACTIVE		BC LOC FAC OGC 9631223 / LOC 984671	QRCI	QRCI	BCCF Apr 06, 2011	Apr 05, 2021		1.600	QRCI	525.00	WI 100.00000000	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 51 QTR A (cc 25027-99/0-118) WATER STORAGE SITE WATER TRANSFER STATION WITHIN A-51-A/94-O-15

Report Date: Mar 09, 2016
 Page Number: 9
 ** REPORTED IN ACRES**

QUICKSILVER RESOURCES CANADA INC. Surface Property Report

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
S3109	PENDING	BC LOC FAC OGC 9706884- PENDING APP ORCI ORCI	BCCF May 06, 2013			176.475	ORCI	100.00000000	W1	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 55,56, 65, 66 COMPRESSOR SITE FORTUNE CREEK GAS PLANT SITE WITHIN UNITS 55, 56, 65 & 66, BLOCK A, 94-O-15
Total Rental:										
S3073	ACTIVE	BC LOC FAC OGC 9703955 / LOC 986247 ORCI ORCI	BCCFOct 17, 2011		Oct 16, 2021	28.150	ORCI	100.00000000	W1	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 56 NTS 94-O-15 BLK A UNIT 66 (CC 40839) COMPRESSOR SITE COMPRESSOR SITE AND SCADA TOWER WITHIN UNITS 56 & 66 BLOCK A, 94-O-15
Total Rental: 8332.40										
S3073.01	ACTIVE	BC LOC W OGC 9703955 / LOC 983557 ORCI ORCI	BCCFOct 17, 2011		Oct 16, 2021	1.600	ORCI	100.00000000	W1	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 56 QTR C WELLSITE QUICKSILVER FORTUNE C-56-A/94-O-15 (WATER WELL)
Total Rental:										

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 10

** REPORTED IN ACRES**

File Number	Type	Lease No/Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
(cont'd)												
S3073.01												200/C-056-A/094-O-15/00CLOCATION/WATE SL: C-56-A-94-O-15
S1888	BC LOC FAC	BCCFeb 22, 2013						1.600	QRCI		W1	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 60 QTR D BORROW PIT FRAC WATER STORAGE SITE WITHIN D-60-A/94-O-15
ACTIVE	OGC 9634165 / LOC 938946	Feb 21, 2023								100.000000000		Total Rental: 525.00
	QRCI											
	QRCI											
----- Well U.W.I. Status/Type ----- 200/D-060-A/094-O-15/00UNKNOWN/WATER SL: D-60-A/94-O-15												
S1848	BC LOC	BCCNov 07, 2013						1.200	QRCI		W1	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 60 QTR D (cc 250Z7-9910-118) WATER STORAGE SITE FRESH WATER STORAGE SITE WITHIN D-60-A/94-O-15
ACTIVE	OGC 9655663 / LOC # 94329	Nov 06, 2023								100.000000000		Total Rental: 525.00
	QRCI											
	QRCI											
S2241	BC LOC W	BCCNov 10, 2008						4.225	QRCI		W1	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 61 QTR D (WELL) NTS 94-O-15 BLK A UNIT 61 QTR A (cc 14626)
ACTIVE	OGC 9630205 / LOC 928905	Nov 09, 2018								100.000000000		Total Rental: 1250.60
	QRCI											
	QRCI											

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

** REPORTED IN ACRES**

File Number	Type	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
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(cont'd)

S2241

WELLSITE AND ACCESS ROAD
 QUICKSILVER HZ FORTUNE D-61-A,
 94-O-15

----- Well U.W.I. Status/Type -----
 2007D-061-A/094-O-15/00SUSPENDED/GAS

S3128	BC LOC W	BOCF Aug 12, 2013	0.625				QRCI	100.00000000	WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 83 QTR B WELLSITE AND ACCESS ROAD QUICKSILVER FORTUNE B-63-A/94-O-15 (WATER WELL)
ACTIVE	OGC 9637689 / LOC 940188	Aug 11, 2023					Total Rental: 500.00			

----- Well U.W.I. Status/Type -----
 2007B-063-A/094-O-15/00STANDING/WATE
 SL: 2007B-063-A/094-O-15

S2967.02	OTHER	BCCF Feb 22, 2010	85.700				QRCI	100.00000000	WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 65 QTR A, D NTS 94-O-15 BLK A UNIT 75 QTR A, D NTS 94-O-15 BLK A UNIT 85 QTR A, D NTS 94-O-15 BLK A UNIT 95 QTR A, C, D
ACTIVE	ACCESS						Total Rental:			

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
 Page Number: 12
 ** REPORTED IN ACRES**

File Number	Type	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
(cont'd)										
S2967.02										NTS 94-O-15 BLK A UNIT 94 QTR A, B
										NTS 94-O-15 BLK A UNIT 93 QTR B
										NTS 94-O-15 BLK H UNIT 5 QTR A, B
										NTS 94-O-15 BLK H UNIT 6 QTR A, B
										NTS 94-O-15 BLK H UNIT 7 QTR A, B
										NTS 94-O-15 BLK H UNIT 8 QTR A, B, C
										NTS 94-O-15 BLK H UNIT 18 QTR B, C
										NTS 94-O-15 BLK H UNIT 28 QTR B, C
										NTS 94-O-15 BLK H UNIT 38 QTR B, C
										NTS 94-O-15 BLK H UNIT 48 QTR B, C
										NTS 94-O-15 BLK H UNIT 58 QTR B, C
										NTS 94-O-15 BLK H UNIT 68 QTR B, C
										NTS 94-O-15 BLK H UNIT 78 QTR B, C
										NTS 94-O-15 BLK H UNIT 88 QTR B, C
										NTS 94-O-15 BLK H UNIT 98 QTR B A, B
										NTS 94-O-15 BLK H UNIT 100 QTR

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 13
** REPORTED IN ACRES**

File Number	File Status	Typ	Lease No/Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
S2967.02													A, B NTS 94-O-15 BLK H UNIT 91 QTR B, C NTS 94-O-15 BLK G UNIT 91 QTR A, B (PERMANENT ACCESS ROAD FROM A65-A/94-O-15 TO B-91-G/94-O-15 - GOLO ROAD) (TEMPORARY 10M ACCESS ROAD FROM A-95-A/94-O-15 TO B-95-A/94-O-15) (TEMPORARY 10M ACCESS ROAD FROM D-95-A/94-O-15 TO C-95-A/94-O-15) ACCESS ROAD ACCESS ROAD
----- Well U.W.I. Status/Type ----- 200/A-002-J/094-O-15/02STANDING/UNKN SL: B-91-G/94-O-15 200/B-080-H/094-O-15/03STANDING/UNKN SL: C-81-G, 94-O-15													
S1852	ACTIVE	BC LOC FAC	OGC 9631220 / LOC 964462			BCCF Apr 02, 2011	Apr 01, 2021		15.875	ORCI	4699.00	WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 66 QTR B (cc 35011) CAMPSITE PEAK CAMP - CAMPSITE WITHIN B-66-A/94-O-15

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 03, 2016
 Page Number: 14

** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	* DOI Code	Lease Description / Land Use
(cont'd)												
S1852												AND RADIO/TELECOMMUNICATIONS TOWER
S2350	ACTIVE	BC LOC OGC 9634521 / LOC 941582	ORCI	ORCI	BCCF May 03, 2013 May 02, 2023			1.600	ORCI		WI 100.000000000	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 66 QTR B (cc 25027-9910-118) WATER STORAGE SITE WATER STORAGE SITE AT B-66-A/94-O-15
										Total Rental: 525.00		
S3074	ACTIVE	BC LOC OGC 9635158 / LOC 943909	ORCI	ORCI	BCCF Aug 24, 2013 Aug 23, 2023			6.375	ORCI		WI 100.000000000	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 66 QTR A (cc 25027-9910-273) WATER STORAGE SITE WATER STORAGE SITE WITHIN A-66-A/94-O-15
										Total Rental: 525.00		
S3060	ACTIVE	BC LOC OGC 09635698 / LOC 943515	ORCI	ORCI	BCCF Feb 02, 2014 Feb 01, 2024			13.250	ORCI		WI 100.000000000	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 67 QTR A BORROW PIT STORAGE SITE WITHIN A-67-A/94-O-15
										Total Rental: 525.00		

Report Date: Mar 09, 2016
 Page Number: 15
 ** REPORTED IN ACRES**

QUICKSILVER RESOURCES CANADA INC.
 Surface Property Report

File Number	Typ	Lease No/Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	* DOI Code	Lease Description / Land Use
(cont'd)												
S3060												(cc 35009)
S3060.01	BC AUTH	BCCFeb 07, 2012	OGC 9636697	AUTH# 9663	Feb 06, 2022			1.725	QRCI		WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 67 QTR A ACCESS ROAD 20M ROAD FROM A-67-A/94-O-15 TO A-67-A/94-O-15 ACCESS TO STORAGE SITE
ACTIVE	QRCI		QRCI									
										Total Rental:		
S3127	BC LOC W	BCCAug 12, 2013	OGC 9657688	LOC 940184	Aug 11, 2023			0.625	QRCI		WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 68 QTR A WELLSITE AND ACCESS ROAD QUICKSILVER FORTUNE A-68-A/94-O-15 (WATER WELL)
ACTIVE	QRCI		QRCI									
										Total Rental:	500.00	
S1360	BC PDR	BCCSep 10, 2009	GEGLUTO #2					6.925	QRCI		WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 70 QTR A NTS 94-O-15 BLK A UNIT 80 QTR A & D
ACTIVE	QRCI		QRCI									
										Total Rental:		

Well U.W.I. Status/Type
 200/A-068-A/094-O-15/C/ABANDONED/WAT
 SL: 200/A-068-A/094-O-15

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 16
** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
S1360										NTS 94-O-15 BLK A UNIT 50 QTR D ACCESS ROAD PETROLEUM DEVELOPMENT ROAD #811 - GEGUITO#2 ROAD FROM A-70-A/94-O-15 TO D-50-A/94-O-15
S8122	BC LOC	EOCF Aug 27, 2013	Aug 26, 2023			16.250	QRCI	100.000000000	WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 70 QTR A, B, C & D CAMPSITE CAMPSITE LOCATED IN A, B, C & D-70-A/94-O-15 FORMERLY THE "TESLA CAMP"
	ACTIVE	QRCI						Total Rental: 4810.00		
S8103	BC LOC W	EOCF Dec 13, 2011	Dec 12, 2021			9.800	QRCI	100.000000000	WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 71 QTR D NTS 94-O-16 BLK D UNIT 80 QTR C (CC 20002, GL 9910.273) (Pad Road cc 95006) WELLSITE AND ACCESS ROAD QUICKSILVER HZ FORTUNE D-71-A, 94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN B-58-D, 94-O-16)
	ACTIVE	QRCI						Total Rental: 2900.80		

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 17
** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Operating Contract	Lease Description / Land Use
File Status	Operator	Payor	Exp. Date	Company	
			Ext. Date	Total Rental	DOI Code

(cont'd)

S3103

Well U.W.I. Status/Type
200/B-058-D/094-O-16/00LOCATION/UNKN
SL: D-71-A/94-O-15

S3103.01 BC LOC W BCCFDec 13, 2011 WI
OGC 9635893/ LOC 963170 Dec 12, 2021 100.00000000
ACTIVE QRCI
Total Rental:
QRCI

Area : HORN RIVER
NTS 94-O-15 BLK A UNIT 71 QTR D
NTS 94-O-16 BLK D UNIT 80 QTR C
(CC 20002, GL 9910.273)
PADSITE
QUICKSILVER HZ FORTUNE
D-A71-A/94-O-15
(HZ DRILLED TO SUBSURFACE
LOCATION WITHIN B-58-D,94-O-15)

Well U.W.I. Status/Type
200/B-058-A/094-O-15/00LOCATION/GAS

S3103.02 BC LOC W BCCFDec 13, 2011 WI
OGC 9635893/ LOC 9636171 Dec 12, 2021 100.00000000
ACTIVE QRCI
Total Rental:
QRCI

Area : HORN RIVER
NTS 94-O-15 BLK A UNIT 71 QTR D
NTS 94-O-16 BLK D UNIT 80 QTR C
(CC 20002, GL 9910.273)
PADSITE
QUICKSILVER HZ FORTUNE
D-B71-A/94-O-15
(HZ DRILLED TO SUBSURFACE
LOCATION WITHIN B-58-D,94-O-15)

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
 Page Number: 18
 ** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Operator	Payor	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
(cont'd)												
SS103.02												
SS103.03	BC LOC W	OGC 9635893/ LOC 9636172	Dec 13, 2011	Dec 12, 2021		QRCI	QRCI		QRCI	100.00000000	WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 71 QTR D NTS 94-O-16 BLK D UNIT 80 QTR C (CC 20002, GL 9910.273) PADSITE QUICKSILVER HZ FORTUNE D-D71-A94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN D-58-D,94-O-15)
ACTIVE	QRCI	QRCI							Total Rental:			
----- Well U.W.I Status/Type -----												
200/B-058-D/094-O-15/00/LOCATION/UNKN												
SL: D-B71-A/094-O-15												
SS103.04	BC LOC W	OGC 9635893/ LOC 9636173	Dec 13, 2011	Dec 12, 2021		QRCI	QRCI		QRCI	100.00000000	WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 71 QTR D NTS 94-O-16 BLK D UNIT 80 QTR C (CC 20002, GL 9910.273) PADSITE QUICKSILVER HZ FORTUNE D-D71-A94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN C-57-D,94-O-16)
ACTIVE	QRCI	QRCI							Total Rental:			

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 19
** REPORTED IN ACRES **

File Number	File Status	Typ	Lease No./Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
(cont'd)													
S3103.04													----- Well U.W.I. ----- 200/C-067-D/094-O-16/00C/ASED/UNKNOWN SL: D-D71-A/94-O-15 Status/Type -----
S3103.05	ACTIVE	BC LOC W	OGC 9635993/ LOC 9636174	QRCI	QRCI	BCOF Dec 13, 2011	Dec 12, 2021			QRCI		WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 71 QTR D NTS 94-O-16 BLK D UNIT 80 QTR C (CC 20002, GL 9910.273) PADSITE QUICKSILVER HZ FORTUNE D-E71-A/94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN C-67-D,94-O-16)
S3103.06	ACTIVE	BC LOC W	OGC 9635993/ LOC 9636175	QRCI	QRCI	BCCF Dec 13, 2011	Dec 12, 2021			QRCI		WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 71 QTR D NTS 94-O-16 BLK D UNIT 80 QTR C (CC 20002, GL 9910.273) PADSITE QUICKSILVER HZ FORTUNE D-F71-A/94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN E-67-D,94-O-16)

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
 Page Number: 20
 ** REPORTED IN ACRES **

File Number	File Status	Typ	Lease No/Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DoI Code	Lease Description / Land Use
(cont'd)													
S3103.06													----- Well U.W.I. Status/Type ----- 200/B-067-D/094-O-16/OCCASED/JUNKOWN SL: D-F71-A/094-O-15
S3103.07	ACTIVE	BC LOC W	OGC 9635893 / LOC 9636176	OGC 9635893	OGC 9635893	BCCFDec 13, 2011	Dec 12, 2021			QRCI		WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 71 QTR D NTS 94-O-16 BLK D UNIT 80 QTR C (CC 20002, GL 9910.273) PADSITE QUICKSILVER HZ FORTUNE D-G71-A/94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN A-67-D,94-O-16)
S3103.08	ACTIVE	BC LOC W	OGC 9635893 / LOC 9636177	OGC 9635893	OGC 9635893	BCCFDec 13, 2011	Dec 12, 2021			QRCI		WI	----- Well U.W.I. Status/Type ----- 200/A-067-D/094-O-16/OCCASED/GAS SL: D-G71-A/094-O-15
													Area : HORN RIVER NTS 94-O-15 BLK A UNIT 71 QTR D NTS 94-O-16 BLK D UNIT 80 QTR C (CC 20002, GL 9910.273) PADSITE QUICKSILVER HZ FORTUNE D-H71-A/94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN D-67-D,94-O-16)

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
 Page Number: 21

** REPORTED IN ACRES **

File Number	Type	Lease No/Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
(cont'd)												
S3103.09												
												Well U.W.I. Status/Type 200/D-067-D/094-O-16/0/CASED/GAS SL: D-H71-A/094-O-15
S3103.09	ACTIVE	BC LOC W OGC 9635899/ LOC 9636178	OGC ORCI	OGC	BCCF Dec 13, 2011 Dec 12, 2021				ORCI	100.00000000	WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 71 QTR D NTS 94-O-16 BLK D UNIT 80 QTR C (CC 20002, GL 9910.273) PADSITE QUICKSILVER HZ FORTUNE D-171-A/94-O-15 (DRILLED TO SUBSURFACE LOCATION WITHIN D-71-A,94-O-15)
												Well U.W.I. Status/Type 200/D-071-A/094-O-16/0/CASED/GAS SL: D-171-A/094-O-15
S2319	ACTIVE	BC LOC OGC 9634518/ LOC 941175	OGC ORCI	OGC	BCCF Apr 27, 2013 Apr 25, 2023			2.500	ORCI	100.00000000	WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 75 QTR A (cc 25027-9910-118) WATER STORAGE SITE WATER STORAGE SITE AT A-75-A/94-O-15

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
 Page Number: 22
 ** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	DDI Code	Lease Description / Land Use
S3130	BC LOC W	BCCF Aug 12, 2013				0.625		WI	Area : HORN RIVER NTS 94-O-15 BLK A UNIT 85 QTR D
ACTIVE	OGC 9637690 / LOC 940190	Aug 11, 2023					QRCI	100.000000000	WELLSITE AND ACCESS ROAD QUICKSILVER FORTUNE D-85-A/94-O-15 (WATER WELL)
							Total Rental:	500.00	
<p style="text-align: center;">----- Well U.W.I. Status/Type ----- 200/D-085-A/094-O-15/0/ABANDONED/WAT SL: 200/D-085-A/094-O-15</p>									
S2316	BC LOC	BCCF Apr 27, 2013				1.900		WI	Area : HORN RIVER
ACTIVE	OGC 9694522 / LOC 941178	Apr 26, 2023					QRCI	100.000000000	NTS 94-O-15 BLK B UNIT 61 QTR B (cc 25027-9910-118) WATER STORAGE SITE WATER STORAGE SITE AT B-61-B/94-O-15
							Total Rental:	525.00	
S3061	BC AUTH	BCCF May 05, 2015				22.225		WI	Area : HORN RIVER
ACTIVE	OGC 9708559 / AUTH# 94534	May 04, 2017					QRCI	100.000000000	NTS 94-O-15 BLK B UNIT 61 QTR A NTS 94-O-15 BLK B UNIT 51 QTR D WATER STORAGE SITE FRAC WATER HUB SITE WITHIN A-61-B/94-O-15 "ALSO KNOWN AS LAKE LOUIE"
							Total Rental:		

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 23
** REPORTED IN ACRES **

File Number	File Status	Typ	Lease No/Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
S3061-01	ACTIVE		BC AUTH OGC 9635480/AUTH# 936806	OGC	OGC	Oct 27, 2011	Oct 26, 2021		1.600	QRCI	100.000000000	WI	Area : HORN RIVER NTS 94-O-15 BLK B UNIT 61 QTR A ACCESS ROAD ACCESS TO WATER HUB WITHIN A-61-B/94-O-15
Total Rental:											525.00		
S2315	ACTIVE		BC LOC OGC 9634523 / LOC 943408	OGC	OGC	Apr 27, 2013	Apr 26, 2023		0.900	QRCI	100.000000000	WI	Area : HORN RIVER NTS 94-O-15 BLK B UNIT 63 QTR A (cc 25027-9910-118) WATER STORAGE SITE WATER STORAGE SITE AT A-63-B/94-O-15
Total Rental:											482.25		
S3121	ACTIVE		BC LOC W OGC 9636534 / LOC 938064	OGC	OGC	Jun 01, 2012	May 31, 2022		9.775	QRCI	100.000000000	WI	Area : HORN RIVER NTS 94-O-15 BLK B UNIT 63 QTR B PADSITE AND ACCESS ROAD QRCHZ TATTOO B-63-B/94-O-15 (HZ DRILLED TO B-31-B/94-O-15)
Well U.W.I.											200/B-031-B/094-O-15/00	LOCATION/UNKN	SL: B-063-B/094-O-15

Report Date: Mar 09, 2016
 Page Number: 24
 *** REPORTED IN ACRES**

QUICKSILVER RESOURCES CANADA INC.
 Surface Property Report

File Number	File Status	Typ	Lease No/Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
S3121.01	ACTIVE		BC LOC W OGC 9636534 / LOC 963676			BCCF Jun 01, 2012	May 31, 2022			ORCI	482.23	WI 100.00000000	Area : HORN RIVER NTS 94-O-15 BLK B UNIT 63 QTR B WELLSITE AND ACCESS ROAD ORCI HZ TATTOO B-A63-B/94-O-15 (HZ DRILLED TO C-31-B/94-O-15)
<p>----- Well U.W.I. Status/Type ----- 200/C-031-B/094-O-15/00/LOCATION/LOCA SL: B-A063-B/094-O-15</p>													
S3121.02	ACTIVE		BC LOC W OGC 9636534 / LOC 963676			BCCF Jun 01, 2012	May 31, 2022			ORCI	482.23	WI 100.00000000	Area : HORN RIVER NTS 94-O-15 BLK B UNIT 63 QTR B WELLSITE AND ACCESS ROAD ORCI HZ TATTOO B-B63-B/94-O-15 (HZ DRILLED TO D-31-B/94-O-15)
<p>----- Well U.W.I. Status/Type ----- 200/D-031-B/094-O-15/00/LOCATION/UNKN SL: B-B63-B/94-O-15</p>													
S3121.03	ACTIVE		BC LOC W OGC 9636534 / LOC 963676			BCCF Jun 01, 2012	May 31, 2022			ORCI	482.23	WI 100.00000000	Area : HORN RIVER NTS 94-O-15 BLK B UNIT 63 QTR B WELLSITE AND ACCESS ROAD ORCI HZ TATTOO B-C63-B/94-O-15 (HZ DRILLED TO D-31-B/94-O-15)
<p>----- Well U.W.I. Status/Type -----</p>													

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
 Page Number: 25
 ** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Operating Contract	Lease Description / Land Use
File Status	Operator	Payor	Exp. Date	Company	
			Ext. Date	Total Rental	DOI Code
			Gross	*	
(cont'd)					
S3121.03					200/D-063-B/094-O-15/01/LOCATION/LOCA SL: B-063-B/094-O-15
S3121.04	BC LOC W	OGC 9636534 / LOC 963676	BCCF Jun 01, 2012 May 31, 2022	ORCI	Area : HORN RIVER NTS 94-C-15 BLK B UNIT 63 QTR B WELLSITE AND ACCESS ROAD ORCI HZ TATTOO B-D63-B/94-O-15 (HZ DRILLED TO C-40-A/94-O-15)
ACTIVE	ORCI	ORCI		Total Rental: 482.23	WI 100.000000000
----- Well U.W.I. Status/Type -----					
200/C-040-A/094-O-15/01/LOCATION/LOCA SL: B-D63-B/94-O-15					
S3121.05	BC LOC W	OGC 9636534 / LOC 963676	BCCF Jun 01, 2012 May 31, 2022	ORCI	Area : HORN RIVER NTS 94-C-15 BLK B UNIT 63 QTR B WELLSITE AND ACCESS ROAD ORCI HZ TATTOO B-E63-B/94-O-15 (HZ DRILLED TO B-50-A/94-O-15)
ACTIVE	ORCI	ORCI		Total Rental: 482.23	WI 100.000000000
----- Well U.W.I. Status/Type -----					
200/B-050-A/094-O-15/01/LOCATION/LOCA SL: B-E63-B/094-O-15					
S3121.06	BC LOC W	OGC 9636534 / LOC 963676	BCCF Jun 01, 2012 May 31, 2022	ORCI	Area : HORN RIVER NTS 94-C-15 BLK B UNIT 63 QTR B WELLSITE AND ACCESS ROAD ORCI HZ TATTOO B-F63-B/94-O-15
AUDITED	ORCI	ORCI		Total Rental:	WI 100.000000000

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 28
** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Operating Contract	Lease Description / Land Use
File Status	Operator	Payor	Exp. Date	Company	
			Ext. Date	Total Rental	DOI Code
				Gross	
SS121.06					(HZ DRILLED TO B-50-A/94-O-15)
(cont'd)					
SS121.07	BC LOC W	BCCF-Jun 01, 2012			Area : HORN RIVER
AUDITED	OGC 9636534 / LOC 963677	May 31, 2022		QRCI	NTS 94-O-15 BLK B UNIT 63 QTR B
	QRCI			Total Rental:	WELLSITE AND ACCESS ROAD
	QRCI				QRCI HZ TATTOO B-663-B/94-O-15
					(HZ DRILLED TO B-50-A/94-O-15)
SS1577	BC PDR	BCCF-Sep 11, 2009			Area : HORN RIVER
ACTIVE	OGC 9631566 / GEGUTO #1			QRCI	NTS 94-O-15 BLK B UNIT 66 QTR A
	QRCI			Total Rental:	NTS 94-O-15 BLK B UNIT 65 QTR
	QRCI				B, A & D
					NTS 94-O-15 BLK B UNIT 75 QTR
					A & D
					NTS 94-O-15 BLK B UNIT 74 QTR
					C & D
					NTS 94-O-15 BLK B UNIT 73 QTR
					B & C
					NTS 94-O-15 BLK B UNIT 63 QTR
					C, B & A
					NTS 94-O-15 BLK B UNIT 62 QTR
					B & A
					NTS 94-O-15 BLK B UNIT 61 QTR
					B & A
					NTS 94-O-15 BLK A UNIT 70 QTR

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
 Page Number: 27
 ** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
										B & A
										NTS 94-O-15 BLK A UNIT 69 QTR
										B & A
										NTS 94-O-15 BLK A UNIT 68 QTR
										B & A
										NTS 94-O-15 BLK A UNIT 67 QTR
										B & A
										NTS 94-O-15 BLK A UNIT 66 QTR
										B & A
										NTS 94-O-15 BLK A UNIT 65 QTR
										B & A
										NTS 94-O-15 BLK A UNIT 64 QTR
										B & A
										NTS 94-O-15 BLK A UNIT 63 QTR
										B & A
										NTS 94-O-15 BLK A UNIT 62 QTR
										B & A
										NTS 94-O-15 BLK A UNIT 61 QTR
										B & A
										NTS 94-O-15 BLK A UNIT 51 QTR
										D & A
										(cc 95002)
										ACCESS ROAD
										PETROLEUM DEVELOPMENT ROAD #613
										- GEGUTO#1 ROAD
										FROM A-66-B/94-O-15 TO
										D-51-A/94-O-15
										(CC: 95002)

(cont'd)

S1577

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
S2800	BC LOC	OCG 9630750 / LOC 983198	BCCF Dec 18, 2010	Dec 17, 2020		0.550	ORCI	500.00	WI 100.000000000	Area : HORN RIVER NTS 94-O-15 BLK B UNIT 66 QTR A NTS 94-O-15 BLK B UNIT 66 QTR D (CC 62062, GL 9910.273) CAMPSITE QUIGLEY CAMP - AT START OF QRCI ACCESS ROAD (CAMPSITE WITHIN A-66-B/94-O-15 & D-66-B/94-O-15)
ACTIVE	ORCI									
	ORCI									
S2858.01	BC AUTH	OCG 9629982 / PERMIT 9355	BCCF Sep 27, 2011	Sep 26, 2021			ORCI		WI 100.000000000	Area : HORN RIVER NTS 94-O-15 BLK B UNIT 66 QTR A NTS 94-O-15 BLK B UNIT 65 QTR B, A & D NTS 94-O-15 BLK B UNIT 75 QTR A & D NTS 94-O-15 BLK B UNIT 74 QTR C & D NTS 94-O-15 BLK B UNIT 73 QTR B & C NTS 94-O-15 BLK B UNIT 63 QTR C, B & A NTS 94-O-15 BLK B UNIT 62 QTR B & A NTS 94-O-15 BLK B UNIT 61 QTR B & A NTS 94-O-15 BLK A UNIT 70 QTR B & A NTS 94-O-15 BLK A UNIT 69 QTR
ACTIVE	ORCI									
	ORCI									

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
 Page Number: 29
 ** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
(cont'd)										
S2958.01										B & A NTS 94-O-15 ELKA UNIT 68 QTR
										B & A NTS 94-O-15 ELKA UNIT 67 QTR
										B & A NTS 94-O-15 ELKA UNIT 66 QTR
										B & A NTS 94-O-15 ELKA UNIT 65 QTR
										B & A NTS 94-O-15 ELKA UNIT 64 QTR
										B & A NTS 94-O-15 ELKA UNIT 63 QTR
										B & A NTS 94-O-15 ELKA UNIT 62 QTR
										B & A NTS 94-O-15 ELKA UNIT 61 QTR
										B & A NTS 94-O-15 ELKA UNIT 51 QTR
										D & A (cc 95002) ACCESS ROAD PETROLEUM DEVELOPMENT ROAD #613 - GEGUTOC#1 ROAD FROM A-66-B94-O-15 TO D-51-A/94-O-15 (ROAD WIDENING)
										----- Well U.W.L. Status/Type ----- 200/C-062-A/094-O-15/OFSHUTIN/GAS SL: C-060-D/094-O-16

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 30
** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
S2834	BC PDR	BCCF May 25, 2011	May 25, 2011			0.150	ORCI	525.00	WI 100.000000000	Area : HORN RIVER NTS 94-O-15 BLK D UNIT 58 QTR C UNKNOWN GATE MONITORING SITE WITHIN C-58-D/94-O-15
ACTIVE	OGC 9634484 / LOC 941240	May 24, 2021								
	ORCI									
	ORCI									
S3072	BC PDR	BCCF Aug 04, 2008	Aug 04, 2008				ORCI		WI 100.000000000	Area : HORN RIVER NTS 94-O-15 BLK D UNIT 58,57,56,54,53,51,41 NTS 94-O-15 BLK C UNIT 50,49,48,47,56,55,54,53,52,62 NTS 94-O-15 BLK B UNIT 70,69 ACCESS ROAD (COLES LAKE ROAD FROM KM 140.4 TO KM 156.1)
ACTIVE	OGC 9629613 / PDR 588	Sep 28, 2015								
	ORCI									
	ORCI									
	ORCI									
S2957.01	BC LOC W	BCCF Oct 28, 2008	Oct 28, 2008				ORCI	962.00	WI 100.000000000	Area : HORN RIVER NTS 94-O-15 BLK G UNIT 81 QTR C NTS 94-O-15 BLK G UNIT 91 QTR B (CC 14623) PADSITE QUICKSILVER HZ TATTOO C-81-G/94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN D-71-G, 94-O-16)
ACTIVE	OGC 9629981 / LOC 928564	Oct 27, 2018								
	ORCI									
	ORCI									

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 31
** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
(cont'd)										
S2957	ACTIVE	BC LOC W OGC 9529981 / LOC 928563	BCCF Oct 28, 2008 Oct 27, 2018			6.500	ORCI	962.00	WI 100.00000000	Well U.W.L 200/B-080-H/094-O-15/00STANDING/UNKN SL: C-81-G, 94-O-15 Area : HORN RIVER NTS 94-O-15 BLK G UNIT 91 QTR B NTS 94-O-15 BLK G UNIT 81 QTR C (CC: 14948) PADSITE QUICKSILVER HZ TATTOO B-91-G, 94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN A-2-J, 94-O-15)
S1849	ACTIVE	BC LOC W OGC 9634197 / LOC 934117	BCCF Mar 15, 2011 Mar 14, 2021			6.500	ORCI	962.00	WI 100.00000000	Well U.W.L 200/A-002-J/094-O-15/02STANDING/UNKN SL: B-81-G/94-O-15 Area : HORN RIVER NTS 94-O-15 BLK J UNIT 28 QTR D NTS 94-O-15 BLK J UNIT 27 QTR C (CC: 14989) WELLSITE AND ACCESS ROAD QUICKSILVER FORTUNE D-28-J, 94-O-15

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 32
** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract	Company	Total Rental	DOI Code	Lease Description / Land Use
(cont'd)											
S1849											Well U.W.I. Status/Type 2007D-028-J/094-O-15/00STANDING/UNKN SL: D-28-J/94-O-15
S1849-01	BC AUTH	OGC 9634197 / LOC 963595	Mar 15, 2011	Mar 14, 2021			QRCI	QRCI	100.00000000	WI	Area : HORN RIVER NTS 94-O-15 BLK J UNIT 28 QTR D NTS 94-O-15 BLK J UNIT 27 QTR C PADSITE QUICKSILVER HZ TATTOO C-27-J, 94-O-15 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN C-15-J, 94-O-15)
ACTIVE							Total Rental:		962.00		
(cont'd)											
S3133	BC LOC W	OCG 9638175 - PENDING APP	Aug 28, 2013			5.300	QRCI	QRCI	100.00000000	WI	Well U.W.I. Status/Type 2007C-015-J/094-O-15/00STANDING/UNKN SL: C-27-J/94-O-15
PENDING							Total Rental:				Area : HORN RIVER NTS 94-O-16 BLK B UNIT 97 QTR D WELLSITE QUICKSILVER B-97-D/94-O-16 (DISPOSAL WELL)
S2851	BC LOC	OGC 9634519 / LOC 941568	May 03, 2013	May 02, 2023		1.150	QRCI	QRCI	100.00000000	WI	Area : HORN RIVER NTS 94-O-16 BLK D UNIT 29 QTR C (cc 25027-9910-118) WATER STORAGE SITE
ACTIVE							Total Rental:		525.00		
CS EXPLORER Version: 11.0.4											

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 33
** REPORTED IN ACRES**

File Number	Typ	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Operating Contract Company	Gross	Total Rental	* DOI Code	Lease Description / Land Use
S2351										WATER STORAGE SITE AT C-29-D/94-O-16 (cc 62052)
S2395	BC LOC W	OGC 9630879 / LOC 929413	BOCFeb 11, 2009	Feb 10, 2019		ORCI	4.225		W1 100.00000000	Area : HORN RIVER NTS 94-O-16 BLK D UNIT 29 QTR C (WELL) NTS 94-O-16 BLK D UNIT 39 QTR B & C NTS 94-O-16 BLK D UNIT 49 QTR B & C NTS 94-O-16 BLK D UNIT 59 QTR B & C (cc 14836) WELL SITE AND ACCESS ROAD QUICKSILVER HZ FORTUNE C-29-D, 94-O-16 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN B-18-D, 94-O-16)
	ACTIVE	ORCI				ORCI		Total Rental: 1250.60		
S1569	BC LOC W	OGC 9630879 / LOC 963329	BOCFeb 11, 2009	Feb 10, 2019		ORCI			W1 100.00000000	Area : HORN RIVER NTS 94-O-16 BLK D UNIT 30 QTR D (cc: 15221) PADSITE
	ACTIVE	ORCI				ORCI		Total Rental:		----- Well U.W.I. Status/Type ----- 2007B-018-D/094-O-16/C/SHUTIN/GAS SL: C-29-D, 94-O-16 2007D-030-D/094-O-16/C/STANDING/WATE
										CS EXPLORER Version: 11.0.4

Report Date: Mar 09, 2016
 Page Number: 35
 ** REPORTED IN ACRES**

QUICKSILVER RESOURCES CANADA INC.
 Surface Property Report

File Number	File Status	Typ	Lease No/Name	Operator	Payor	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
(cont'd)													
S2438													SL: C-54-D/94-O-16
S3129	ACTIVE		BC LOC W OGC 9637691 / LOC 940192	OGC	OGC	BCCF Aug 12, 2013 Aug 11, 2023			0.625	ORCI	500.00	100.00000000	Area : HORN RIVER NTS 94-O-16 BLK D UNIT 55 QTR C (CC: 15380) WELLSITE AND ACCESS ROAD QUICKSILVER FORTUNE C-55-D/94-O-16 (WATER WELL)
----- Well U.W.L. StatusType ----- 200/C-055-D/094-O-16/STANDINGWATE SL: 200/C-055-D/094-O-16													
S2958	ACTIVE		BC LOC W OGC 9629882 / LOC 928564	OGC	OGC	BCCFOct 28, 2008 Oct 27, 2018			4.225	ORCI	1250.60	100.00000000	Area : HORN RIVER NTS 94-O-16 BLK D UNIT 60 QTR C (cc 14625) WELLSITE AND ACCESS ROAD QUICKSILVER HZ FORTUNE C-60-D, 94-O-16 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN C-62-A,94-O-15)
----- Well U.W.L. StatusType ----- 200/C-062-A/094-O-15/SHUTIN/GAS SL: C-060-D/094-O-16													

QUICKSILVER RESOURCES CANADA INC.
Surface Property Report

Report Date: Mar 09, 2016
Page Number: 38
** REPORTED IN ACRES **

File Number	Type	Lease No/Name	Eff. Date	Exp. Date	Ext. Date	Gross	Operating Contract Company	Total Rental	DOI Code	Lease Description / Land Use
S1579.01	BC LOC W	BCCF Feb 25, 2010				6.500	QRCI	962.00	WI	Area : HORN RIVER NTS 94-O-16 BLK E UNIT 49 QTR C PADSITE QUICKSILVER HZ DIANE C-49-E, 94-O-16 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN D-39-E,94-O-16)
ACTIVE	OGC 9632261 / LOC 9632261	Feb 24, 2020								
	QRCI									
	QRCI									
----- Well U.W.L. Status/Type ----- 200/D-039-E/094-O-16/02STANDING/JUNKY SL: C-49-E/94-O-16										
S1579	BC LOC W	BCCF Feb 25, 2010				6.500	QRCI	962.00	WI	Area : HORN RIVER NTS 94-O-16 BLK E UNIT 59 QTR B (CC 14839) PADSITE AND ACCESS ROAD QUICKSILVER HZ DIANE B-59-E, 94-O-16 (HZ DRILLED TO SUBSURFACE LOCATION WITHIN B-70-E,94-O-16)
ACTIVE	OGC 9632261 / LOC 934453	Feb 24, 2020								
	QRCI									
	QRCI									
----- Well U.W.L. Status/Type ----- 200/A-061-H/094-O-15/00STANDING/JUNKY SL: B-59-E/94-O-16										

** End of Report **



**Wells, Facilities, Pipelines and
Roads Owned by Operator**

2016JAN13
OGCR451

Operator Selected: Quicksilver Resources Canada Inc.

Project No:

Displaying All Types

Site No:

Total Facilities: 4
Total Wells: 44
Total Pipelines: 7
Segments: 25
NEB Authorizations: 0
NEB Segments: 0
Total Roads: 16

Removed Facilities are NOT included
Cancelled Facilities are NOT included
COR Wells are NOT included
Cancelled Details are NOT included
Removed Details are NOT included
Cancelled Wells with Surface Disturbance are NOT included

Test Facilities are NOT included
Cancelled Wells are NOT included
Withdrawn Wells are included
Cancelled Roads are NOT included

Facilities

Site No.	Number	Name / Location	Equipment Type	Tenure File #	Effective Date	Removal Date
000038340	00007828	QUICKSILVER TATTOO A-088-A/084-O-15	CD Compressor Dehydrator	9703955	2011MAY08	
000038303	00008837	QUICKSILVER MAXHAMISHLAKE A-050-A/094-O-14	SM Gas Sales Meter	9705290	2011MAY01	
000035557	00018004	QUICKSILVER TATTOO D-050-A/084-O-15	B Battery Site		2011DEC19	
000041098	00018219	QUICKSILVER TATTOO A-081-B/084-O-15	WH Water Hub	9708559		

Wells

Site No.	Number	Name / Location	Tenure File #	Status	Fluid Type	OPS Type	Cancelled with SD	Effective Date	Cancelled Date	COR
000035853	24598	QUICKSILVER HZ TATTOO B-081-G/084-O-15	9829881	CASED	UND	UND	N	2010FEB22		N
000035855	24597	QUICKSILVER HZ FORTUNE C-080-D/084-O-18	9829882	ACTIVE	GAS	PROD	N	2008SEP25		N
000035557	24606	QUICKSILVER HZ FORTUNE D-050-A/084-O-15	9830002	ACTIVE	GAS	PROD	N	2008SEP26		N
000035557	25191	QUICKSILVER HZ FORTUNE D-A050-A/084-O-15	9830002	ACTIVE	GAS	PROD	N	2010JAN11		N
000036424	25251	QUICKSILVER HZ FORTUNE C-029-D/084-O-18	9830879	ACTIVE	GAS	PROD	N	2009JAN13		N
000036474	25282	QUICKSILVER HZ FORTUNE C-054-D/084-O-18	9830828	ACTIVE	GAS	PROD	N	2009JAN22		N
000037778	26071	QUICKSILVER HZ TATTOO C-081-G/084-O-15	9829881	CASED	UND	UND	N	2010JAN19		N
000035557	26073	QUICKSILVER HZ FORTUNE D-B050-A/084-O-15	9830002	ACTIVE	GAS	PROD	N	2010JAN19		N
000037882	26074	QUICKSILVER HZ DIANE B-050-E/094-O-18	9832261	CASED	UND	UND	N	2010JAN20		N
000037894	26075	QUICKSILVER HZ DIANE C-049-E/094-O-18	9832261	CASED	UND	UND	N	2010JAN20		N
000039919	26625	QUICKSILVER FORTUNE D-030-D/084-O-18	9830878	CASED	UND	UND	N	2010SEP12		N
000038784	27106	QUICKSILVER FORTUNE D-028-J/084-O-15	9834197	CASED	UND	UND	N	2012JAN08		N
000035557	27480	QUICKSILVER HZ TATTOO D-050-A/084-O-15	9830002	ACTIVE	GAS	PROD	N	2011JUL08		N

Wells			Tenure	Status	Fluid	OPS	Cancelled	Effective	Cancelled	COR
Site No.	Number	Name / Location	File #		Type	Type	with SD	Date	Date	
000035557	27481	QUICKSILVER HZ TATTOO D-D050- A004-O-15	9830002	ACTIVE	GAS	PROD	N	2011JUL08		N
000035557	27482	QUICKSILVER HZ TATTOO D-E050- A004-O-15	9830002	ACTIVE	GAS	PROD	N	2011JUL08		N
000035557	27483	QUICKSILVER HZ TATTOO D-F050- A004-O-15	9830002	ACTIVE	GAS	PROD	N	2011JUL08		N
000035557	27484	QUICKSILVER HZ TATTOO D-G050- A004-O-15	9830002	ACTIVE	GAS	PROD	N	2011JUL08		N
000035557	27485	QUICKSILVER HZ TATTOO D-H050- A004-O-15	9830002	ACTIVE	GAS	PROD	N	2011JUL08		N
000035557	27486	QUICKSILVER HZ TATTOO D-I050- A004-O-15	9830002	ACTIVE	GAS	PROD	N	2011JUL08		N
000039300	27841	QUICKSILVER FORTUNE C-056- A004-O-15		CASED	UND	UND	N	2011OCT14		N
000035557	27843	QUICKSILVER TATTOO D-J050- A004-O-15	9835573	CASED	UND	UND	N	2011OCT17		N
000039431	27977	QUICKSILVER HZ FORTUNE D-071- A004-O-15	9835893	WELL AUTH.GRANT ED	UND	UND	N	2011NOV21		N
000039423	28010	QUICKSILVER HZ TATTOO C-027- J004-O-15	9834197	CASED	UND	UND	N	2011NOV30		N
000039431	28072	QUICKSILVER HZ FORTUNE D-A071- A004-O-15	9835893	WELL AUTH.GRANT ED	UND	UND	N	2012JAN13		N
000039431	28073	QUICKSILVER HZ FORTUNE D-B071- A004-O-15	9835893	WELL AUTH.GRANT ED	UND	UND	N	2012JAN13		N
000039431	28074	QUICKSILVER HZ FORTUNE D-C071- A004-O-15	9835893	CASED	UND	UND	N	2012JAN13		N
000039478	28075	QUICKSILVER HZ FORTUNE D-D071- A004-O-15	9835893	CASED	UND	UND	N	2012JAN13		N
000039431	28076	QUICKSILVER HZ FORTUNE D-E071- A004-O-15	9835893	CASED	UND	UND	N	2012JAN13		N
000039431	28077	QUICKSILVER HZ FORTUNE D-F071- A004-O-15	9835893	CASED	UND	UND	N	2012JAN13		N
000039431	28078	QUICKSILVER HZ FORTUNE D-G071- A004-O-15	9835893	CASED	UND	UND	N	2012JAN13		N
000039431	28079	QUICKSILVER HZ FORTUNE D-H071- A004-O-15	9835893	CASED	UND	UND	N	2012JAN13		N
000039431	28080	QUICKSILVER HZ FORTUNE D-I071- A004-O-15	9835893	CASED	UND	UND	N	2012JAN13		N
000039837	28250	QUICKSILVER HZ TATTOO B-083- B004-O-15	9836534	WELL AUTH.GRANT ED	UND	UND	N	2012APR23		N
000039837	28360	QUICKSILVER HZ TATTOO B-A083- B004-O-15	9836534	WELL AUTH.GRANT ED	UND	UND	N	2012JUN13		N
000039837	28360	QUICKSILVER HZ TATTOO B-B083- B004-O-15	9836534	WELL AUTH.GRANT ED	UND	UND	N	2012JUN13		N
000039837	28361	QUICKSILVER HZ TATTOO B-C083- B004-O-15	9836534	WELL AUTH.GRANT ED	UND	UND	N	2012JUN13		N

Wells										
Site No.	Number	Name / Location	Tenure File #	Status	Fluid Type	OPS Type	Cancelled with SD	Effective Date	Cancelled Date	COR
000039837	28362	QUICKSILVER HZ TATTOO B-D083-B094-O-15	9838534	WELL AUTH.GRANTED	UND	UND	N	2012JUN13		N
000039837	28363	QUICKSILVER HZ TATTOO B-E083-B094-O-15	9838534	WELL AUTH.GRANTED	UND	UND	N	2012JUN13		N
000039837	28364	QUICKSILVER HZ TATTOO B-F083-B094-O-15	9838534	WELL AUTH.GRANTED	UND	UND	N	2012JUN13		N
000039837	28365	QUICKSILVER HZ TATTOO B-G083-B094-O-15	9838534	WELL AUTH.GRANTED	UND	UND	N	2012JUN13		N
000040188	28826	QUICKSILVER FORTUNE A-068-A094-O-15	9837688	ABANDONED	UND	UND	N	2013JAN11		N
000040188	28827	QUICKSILVER FORTUNE B-063-A094-O-15	9837688	CASED	UND	UND	N	2013JAN11		N
000040188	28828	QUICKSILVER FORTUNE D-085-A094-O-15	9837690	ABANDONED	UND	UND	N	2013JAN11		N
000040182	28829	QUICKSILVER FORTUNE C-055-D094-O-18	9837691	CASED	UND	UND	N	2013JAN11		N

Pipelines						
Project No.	Number	Name / Location	Tenure File #	Status	Land Type	Effective Date
000021321	1	NTS: C 080-D094-O-18 to NTS: A 088-A094-O-15	9702451	Active	Crown	2008DEC10
000021321	2	NTS: A 070-A094-O-15 to NTS: A 088-A094-O-15	9702451	Active	Crown	2008DEC10
000021321	3	NTS: D 088-B094-O-15 to NTS: A 070-A094-O-15	9702451	Active	Crown	2015MAY12
000021322	1	NTS: D 050-A094-O-15 to NTS: A 070-A094-O-15	9702449	Active	Crown	2008DEC11
000021874	1	NTS: C 054-D094-O-18 to NTS: C 080-D094-O-18	9703722	Active	Crown	2009DEC18
000021874	2	NTS: C 028-D094-O-18 to NTS: C 080-D094-O-18	9703722	Active	Crown	2009DEC18
000022274	1	NTS: B 088-A094-O-15 to NTS: A 058-A094-O-14	9704844	Active	Crown	2010DEC03
000022274	2	NTS: B 088-A094-O-15 to NTS: C 088-B094-O-15	9704844	Active	Crown	2010DEC03
000022673	1	NTS: D 050-A094-O-15 to NTS: B 088-A094-O-15	9708183	Active	Crown	2011DEC01
000022673	2	NTS: D 050-A094-O-15 to NTS: B 088-A094-O-15	9708183	Active	Crown	2011DEC01
000022673	3	NTS: B 088-A094-O-15 to NTS: D 050-A094-O-15	9708183	Active	Crown	2011DEC01
000022673	4	NTS: A 088-A094-O-15 to NTS: A-B 070-A094-O-15	9708183	Active	Crown	2011DEC01
000022673	5	NTS: A 070-A094-O-15 to NTS: A 081-B094-O-15	9708183	Active	Crown	2011DEC01
000022673	6	NTS: D-J 050-A094-O-15 to NTS: A-B 070-A094-O-15	9708183	Active	Crown	2011DEC01
000022673	7	NTS: A 087-A094-O-15 to NTS: A 088-A094-O-15	9708183	Active	Crown	2011DEC01
000022673	8	NTS: A 049-A094-O-15 to NTS: D-J 050-A094-O-15	9708183	Active	Crown	2011DEC01
000022673	9	NTS: B 088-A094-O-15 to NTS: A 087-A094-O-15	9708183	New	Crown	2011DEC01
000022673	10	NTS: B 088-A094-O-15 to NTS: B 088-A094-O-15	9708183	Active	Crown	2011DEC01
000022673	11	NTS: A-B 070-A094-O-15 to NTS: A-A 061-B094-O-15	9708183	Active	Crown	2011DEC01

Pipelines						
Project No.	Number	Name / Location	Tenure File #	Status	Land Type	Effective Date
000022733	1	NTS: D 071-A/094-O-15 to NTS: B 068-A/094-O-15	9708275	Deactivated	Crown	2012FEB09
000022733	2	NTS: D 071-A/094-O-15 to NTS: B 068-A/094-O-15	9708275	Deactivated	Crown	2012FEB09
000022733	3	NTS: B 068-A/094-O-15 to NTS: D 071-A/094-O-15	9708275	Active	Crown	2012FEB09
000022733	4	NTS: A 068-A/094-O-15 to NTS: D 071-A/094-O-15	9708275	Active	Crown	2012FEB09
000022733	5	NTS: A 075-A/094-O-15 to NTS: A 075-A/094-O-15	9708275	Active	Crown	2012FEB09
000023384	1	NTS: D 068-B/094-O-15 to NTS: A 068-B/094-O-15	9708829	Active	Crown	2014SEP18

Ancillary Objects		
OGC File #	Object Type	Location
9630023	Sec. 8 Short Term Use Of Water	NTS: B-059-D-094-O-15
9630024	Sec. 8 Short Term Use Of Water	
9630025	Sec. 8 Short Term Use Of Water	
9630026	Sec. 8 Short Term Use Of Water	NTS: B-077-B-094-O-15
9630027	Sec. 8 Short Term Use Of Water	NTS: B-062-A-094-O-15
9630028	Sec. 8 Short Term Use Of Water	
9630029	Sec. 8 Short Term Use Of Water	
9630030	Sec. 8 Short Term Use Of Water	
9630399	Sec. 9 Water Notification	
9630668	Sec. 8 Short Term Use Of Water	NTS: B-049-A-094-O-15
9630760	Camp Site	NTS: A-066-B-094-O-15
9630795	Sec. 8 Short Term Use Of Water	
9631220	Camp Site	NTS: B-086-A-094-O-15
9631223	Water Loading Station	NTS: A-051-A-094-O-15
9631227	Water Loading Station	NTS: D-060-A-094-O-15
9632446	Borrow Pit	NTS: A-066-A-094-O-15
9632873	Sec. 8 Short Term Use Of Water	NTS: D-061-A-094-O-15
9633060	Investigative Permit	NTS: A-066-A-094-O-15
9633528	Sec. 8 Short Term Use Of Water	
9633529	Sec. 8 Short Term Use Of Water	
9633530	Sec. 8 Short Term Use Of Water	
9633531	Sec. 8 Short Term Use Of Water	
9633602	Investigative Permit	
9633531	Sec. 8 Short Term Use Of Water	
9633798	Sec. 8 Short Term Use Of Water	
9633743	Storage	NTS: D-069-B-094-O-15
9633985	Sump	NTS: C-049-A-094-O-15
9634165	Frac. Water Storage Site	NTS: D-060-A-094-O-15
9634363	Sec. 9 Water Notification	
9634484	Gate Monitoring Site	NTS: C-058-D-094-O-15
9634518	Fresh Water Storage Site	NTS: A-075-A-094-O-15
9634523	Fresh Water Storage Site	NTS: A-063-B-094-O-15
9634519	Fresh Water Storage Site	NTS: C-029-D-094-O-16
9634520	Fresh Water Storage Site	NTS: C-054-D-094-O-16
9634521	Fresh Water Storage Site	NTS: B-066-A-094-O-15
9634522	Fresh Water Storage Site	NTS: B-061-B-094-O-15
9634717	Sec. 8 Short Term Use Of Water	
9634775	Sec. 8 Short Term Use Of Water	
9635159	Fresh Water Storage Site	NTS: A-066-A-094-O-15
9635380	Borrow Pit	NTS: A-061-B-094-O-15
9635381	Storage	NTS: A-061-B-094-O-15
9635535	Sec. 9 Water Notification	