Form 13-31 (Rule 13-31)

COURT FILE NUMBER 1029 of 2015

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE OF SASKATOON

APPLICANT KNC HOLDINGS LTD.

RESPONDENTS

FTI CONSULTING CANADA INC., NATIONAL BANK OF CANADA, BAKER HUGHES CANADA COMPANY, TRICAN PARTNERSHIP, ROUNDED ENERGY SERVICES LTD., CRU WELL SERVICING LTD. and CAL-GAS INC.

•••	Clerk's Stamp		1
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			1
			1
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AFFIDAVIT

AFFIDAVIT OF KAREN KOURY

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

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

- 4. National Bank provided various loans to Coast Resources Ltd. ("Coast Resources") since approximately 2004 through a series of loan agreements, as amended and restated from time to time. The loan agreements include the following:
 - (a) an Offering Letter from National Bank to Coast Resources dated October 22, 2012, a true copy of which is attached hereto and marked as Exhibit "C" to this my Affidavit; and
 - (b) an Amending Agreement dated June 19, 2013, between National Bank and Coast Resources, a true copy of which is attached hereto and marked as Exhibit "D" to this my Affidavit

(together, the "Loan Agreements").

- 5. As security for amounts advanced pursuant to the Loan Agreements, Coast Resources granted certain security to National Bank including by way of a fixed and floating charge demand debenture dated July 9, 2014, as amended and restated from time to time (the "Coast Resources Security"). In addition, 101033165 Saskatchewan Ltd. ("1010"), Viewfield Oil & Gas Ltd. ("Viewfield") and Coast Services Inc. ("Coast Services" and together with 1010 and Viewfield, the "Guarantors"), each jointly and severally guaranteed the performance of all of Coast Resources' obligations and liabilities to National Bank and granted certain security to National Bank by way of debenture (collectively with the Coast Resources Security, the "Security").
- 6. National Bank registered its Security against Coast Resources' and the Guarantors' (collectively, the "Companies") personal property at the Saskatchewan Personal Property Registry ("PPR") on the following dates: Coast Resources on July 6, 2004, 1010 on July 7, 2004, Viewfield on November 2, 2009, and Coast Services on March 25, 2011. Attached hereto and marked collectively as Exhibit "E" to this my Affidavit are true copies of the PPR searches dated March 5, 2014, for Coast Resources, 1010, Viewfield and Coast Services.
- 7. National Bank registered Its Security as against certain of the Companies' oil and gas interests at the Saskatchewan Ministry of Economy ("SME") on February 14, 2014, and at the Information Services Corporation ("ISC") on February 19, 2014. Attached hereto and marked as Exhibit "F" to this my Affidavit are true copies of search reports

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

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

CALGARY: 2538103\4

- 13. No funds were advanced to Coast Resources by National Bank after the Liens were registered.
- 14. I am advised by my counsel, and do believe, that the FHI Working Interests relate to, among other things, SE Sec 21 Twp 35 Rge 25 W3, NE Sec 21 Twp 35 Rge 25 W3 and SW Sec 03 Twp 36 Rge 25 W3. Attached hereto and marked as Exhibit "I" to this my Affidavit is a true copy of Coast Resources' Property Report evidencing the FHI Working Interests.
- 15. I am authorized to swear this Affidavit on behalf of National Bank.
- 16. I make this Affidavit for no improper purpose and in opposition to an Application brought by KNC Holdings Ltd. for an Order to determine the priorities amongst certain lien claimants and the Bank's Security, and in support of the position of National Bank on the said Application.

SWORN BEFORE ME at the City of in the Province of Ontario, this the day of September, 2015.

A Notary Public in and for the Province of Ontario

This Affidavit is delivered by:

NORTON ROSE FULBRIGHT CANADA LLP 400 3rd Avenue SW, Suite 3700 Calgary, AB T2P 4H2

Lawyer in Charge of File: Kyle D. Kashuba

Email: kyle.kashuba@nortonrosefulbright.com Phone: +1 403.267.8399 Fax: +1 403.264.5973

CALGARY: 2538103\4

This is Exhibit "A" referred to in the

Affidavit of Karen Koury

sworn before me, this 8th day

of September, 2015

fel A Commissioner for taking Affidavits

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Form 49 [Rule 13.9]

		Clerk's Stamp
COURT FILE NUMBER COURT JUDICIAL CENTRE	1401-이 24년 COURT OF QUEEN'S BENCH OF ALBERTA CALGARY	CLERK OF THE COURT FILED MAR 0 6 2014 JUDICIAL CENTRE OF CALGARY
	NATIONAL BANK OF CANADA COAST RESOURCES LTD., 101033165 SASK	ATCHEWAN
RESPONDENTS	LTD., VIEWFIELD OIL & GAS LTD. and COAST	SERVICES INC.

DOCUMENT

AFFIDAVIT

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

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

File No. 01124572-0584

AFFIDAVIT OF KAREN KOURY

Sworn on March 6, 2014

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

I. INTRODUCTION

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

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

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

III. LOAN INDEBTEDNESS

- 6. National Bank, as lender, provided various loans to Coast Resources, as Borrower, since approximately 2004 through a series of loan agreements, as may be and were further amended, restated and/or supplemented from time to time. The loan agreements include the following:
 - (a) Offering Letter from the Bank to the Borrower dated October 22, 2012, a true copy of which is attached hereto and marked as Exhibit "E" to this my Affidavit; and
 - (b) an Amending Agreement dated June 19, 2013 between the Bank and the Borrower, a true copy of which is attached hereto and marked as Exhibit "F" to this my Affidavit

(together, the "Loan Agreements").

- 7. Under the terms of the Loan Agreements, National Bank agreed to provide, and Coast Resources agreed to accept, certain credit facilities all on the terms set out therein and all related and amending documents.
- 8. In accordance with the terms of the Loan Agreements, National Bank advanced various loans to Coast Resources from time to time.
- 9. It is an express term of the Loan Agreements that the total indebtedness owing by Coast Resources was repayable on either demand by National Bank or upon an event of default by Coast Resources.
- 10. It is a further express term of the Loan Agreements that the parties attorn to the nonexclusive jurisdiction of the courts of the Province of Alberta, and that the Loan Agreements be construed and governed in accordance with the laws of the Province of Alberta.

IV. GRANTING OF SECURITY

- 11. As security for amounts advanced pursuant to the Loan Agreements, Coast Resources granted various security to National Bank. The security taken by National Bank includes the following, as amended, supplemented and/or restated from time to time:
 - (a) a \$20,000,000 Fixed and Floating Charge Demand Debenture from the Borrower to the Bank dated July 9, 2004;
 - (b) a \$20,000,000 Fixed and Floating Charge Demand Debenture from 101 to the Bank dated July 9, 2004;
 - (c) a \$20,000,000 Fixed and Floating Charge Demand Debenture from Viewfield to the Bank dated November 2, 2009;
 - (d) a \$20,000,000 Fixed and Floating Charge Demand Debenture from Coast Services to the Bank dated March 29, 2011; and
 - (e) and further and other security

(collectively, the "Security").

- 12. Attached hereto and marked collectively as Exhibit **"G"** to this my Affidavit is one true copy of Alberta Personal Property Registry searches for Coast Resources, 101, Viewfield and Coast Services, respectively, dated March 5, 2014.
- 13. Also attached hereto and marked as Exhibits **"H"** to this my Affidavit Is one true copy of Saskatchewan Personal Property Registry searches for Coast Resources, 101, Viewfield and Coast Services, respectively, dated March 5, 2014.

V. THE GUARANTEES

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

(collectively, the "Guarantees").

VI. DEFAULT BY COAST RESOURCES

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

VII. DEMANDS AND NOTICES

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

VIII. FTI CONSULTING CANADA INC.

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

- 24. I do verily believe that FTI Consulting Canada Inc. is prepared to act and has consented to it being appointed as receiver and manager or, alternatively, as receiver of Coast Resources and the Guarantors. Attached hereto and marked as Exhibit "J" to this my Affidavit is a true copy of the executed Consent to Act as Receiver.
- **IX.** CONCLUSION
- 25. I am authorized to swear this Affidavit on behalf of National Bank.
- 26. I make this Affidavit for no improper purpose.

LSUC #55787N

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

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

A Notary Public in and for the Province of Ontario EVAN CO3B

Karen Koury

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ACOM. ISO THIOTAGES AL DAVIS EVAN CABB LSUC SSTETN

Saskatchewan

	ormation vices	THIS IS EXHIBIT " referred to in the Affidavi	" Gorporate Registry
Cor	Corcition EATGERWAR	Sworn before me this Day of A.D	Profile Report
Entity No: Entity Name:	599993 COAST RESOURCES 1	TO A Commissioner for Oaths	As of: 5-Mar-2014
Entity Name: Entity Number: Status as of Profile date:	COAST RESOUR(599993		
Entity Type: Entity Sub Type:	BUSINESS CORPOR/ SASKATCHEWAN CO		
Incorporation Date: Home Juriadiction: Annual Return/Renewal Dat	13-Mar-1992 SASKATCHEWAN te: 30-Apr-2014		
Nature of Business:	EXPLORE, DEVELOP REAL ESTATE	& PRODUCE PETROLEUM & NA	TURAL GAS,
Registered Office:		·	·
Name:	COAST RESOURCES		
Address;	1530 ANGUS STREET	•	
City/Province: Country/Postal Code:	REGINA, SK CANADA, S4T1Z1		
Melling Address:			
Name:	COAST RESOURCES	LTD.	
Address:	1530 ANGUS STREET		
City/Province:	REGINA, SK		
Country/Postal Code:	CANADA, S4T1Z1		×
Allowable Number of Directore:	Min: 1 Max: 5		
Director/Officer /Shareh Dir Became:	older information:	an hanna, da an badan an a	<u></u>
Name:	WLSON, DAVID F.	Director:	YES
Address:	39 MAQUINNA	Officer Position:	PRESIDENT
City/Province:	STREET VICTORIA, BC	Sharebolder:	YES
Country/Postal Code: Resident Canadian:	CANADA, V852J3 YES	Sharehorder.	TEO O
		Class Name: Shares Heid:	E PRE 1090800.00

Director/Officer /Shareholder Information:

Dir Ceased:	11-Feb-2005		
Name:	WILSON, KAREN R. 39 MAQUINNA	Director:	NO
Address:	STREET	Officer Position:	SECRETARY
City/Province: Country/Postal Code: Resident Canadian:	Victoria, BC Canada, V882j3 No	Shareholder:	YES
····		Class Name: Shares Heid:	E PRE 1090800.00
Director/Officer /Shareh	older information:		•
Name: Address:	WILSON, OLIVE J 1600 DOVER RD	Director:	NO
City/Province: Country/Postal Code:	CORNWALL, ON CANADA, K5K1V8	Shareholder:	YES
		Class Name: Shares Heid:	G PRE 5000.00
Director/Officer/Shareh			
Name:	DAVID & KAREN WILSON FAMILY TRUST	Director:	NO
Address:	39 MAQUINNA STREET		
City/Province: Country/Postal Code:	VICTORIA, BC CANADA, V8S2J3	Shareholder:	YES
		Class Name: Shares Heid:	A COM 100.00

Class	Voting Rights	Authorized Number	issued Number
A COM	Yes	UNLIMITED	100.00
BCOM	YES	UNLIMITED	00.00
CCOM	NO	UNLIMITED	00.00
DCOM	NO	UNLIMITED	00.00
E PRE	YES	UNLIMITED	2181600.00
- SR1 TO 10	NO	100000.00	00,00
9 PRE	NO	UNLIMITED	5000.00
	Total Number of	Shares issued:	2186700.00

Power(s) of Attorney:	
Name:	GRIFFIN, MICHAEL B.
Address:	1530 ANGUS STREET
City/Province:	REGINA, SK
Country/Postal Code:	CANADA, S4T1Z1
Power(s) of Attorney:	
Name:	DANIEL, MADDIGAN J.
Address:	1530 ANGUS STREET
City/Province:	REGINA, SK
Country/Postal Code:	CANADA, S4T1Z1

Dir Became:

Page 2 of 3

General Information:

Licensed with Consumer Protection Branch: NO Number of Paid Full Time Employees: 6 Number of Paid Part Time Employees: 0

Event History:

Event

Event	Data
CONVERSION	10-Sep-1999
ANNUAL RETURN	17-Apr-2000
NOTICE OF REGISTERED OFFICE	21-Aug-2000
ANNUAL RETURN	12-Apr-2001
ANNUAL RETURN	18-Mar-2002
ANNUAL RETURN	04-Apr-2003
ANNUAL RETURN (Filed on the Web)	08-Apr-2004
AMENDMENT	01-Nov-2004
NOTICE OF DIRECTORS	16-Feb-2005
AMENDMENT	28-Apr-2005
ANNUAL RETURN	25-May-2005
ANNUAL RETURN (Filed on the Web)	24-Apr-2008
ANNUAL RETURN (Filed on the Web)	19-Mar-2007
ANNUAL RETURN (Filed on the Web)	15-Apr-2008
ANNUAL RETURN (Filed on the Web)	04-May-2009
ANNUAL RETURN (Filed on the Web)	19-Mar-2010
ANNUAL RETURN (Filed on the Web)	16-Mar-2011
POWER OF ATTORNEY	28-Apr-2012
ANNUAL RETURN	28-Apr-2012
ANNUAL RETURN (Filed on the Web)	28-Jun-2013

The is Entry B. reformed to in the et a with of KAREW KOURY sworn before mo, this 6 + h de, of MARCH, 2014 A COM A SER ONE HI OR TAKE IG AT REDAVES

EVAN COBB LSUC 55787N

Saskatchewan

	ormation vices poration		Affida Vitto rate Registry
Entity No: Entity Name;	101033165 101033165 8A8KATCHE		or Oathe As of: 5-Mar-2014
Entity Name:	101033165 8ASKA		
Entity Number: Status as of Profile date:	101033165 Active		
Entity Type: Entity Sub Type:	BUSINESS CORPORAT SASKATCHEWAN COR		
Incorporation Date: Home Jurisdiction: Annual Return/Renewal Dat	10-May-2002 8ASKATCHEWAN is: 30-Jun-2014		
Nature of Businesa:	HOLDING COMPANY		
Registered Office:			
Name:	101033165 SASKATCHE	EWAN LTD.	· •
Address:	1530 ANGUS ST.		
City/Province:	REGINA, SK		
Country/Postal Code:	CANADA, S4T1Z1		
Mailing Address:		······	
Name:	101033165 SASKATCHE	WAN LTD.	
Address:	1530 ANGUS ST.		
City/Province:	REGINA, SK		
Country/Postal Code:	CANADA, S4T1Z1		
Allowable Number of Directors:	Min: 1 Max: 6		
Director/Officer /Shareho	older Information:		
Dir Became:	30-Jul-2004		
lame:	Fedirko, John M.R.	Director:	YES
ddress:	17 FLAMINGO		
;ity/Province:	CRESCENT		
ountry/Postal Coda:	REGINA, SK		
lesident Canadian:	CANADA, S4S4L6 YES		
lirector/Officer /Shareho	• = +		
)ir Became:	04-Jul-2002		
	WILSON, DAVID F.	Director:	VEO
			YES
	39 MAQUINNA		

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05/03/2014

Page 2 of 3

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Address; City/Province: Country/Postal Code; Resident Canadian;	street Victoria, BC Canada, V882J3 Yes	Officer Position:	PRESIDENT
Director/Officer/Shareh	older information:		
Name: Address:	COAST RESOURCES LTD.	Director:	NO
City/Province;	, 8K	Shareholder:	YES
Country/Postal Code:	CANADA,		
		Class Name; Shares Held;	A 70.00
Director/Officer/Shareh	older information:		
Name; Address;	FEDIRKO HOLDINGS INC.	Director:	NO
City/Province;	. SK	Shareholder:	YES
Country/Postal Code:	CANADA,		
		Class Name:	Α
••••••••		Shares Heid:	15.00

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Share Structure:

Ciase	Voting Rights	Authorized Number	feaued Number
۹	YES	UNLIMITED	85.00
В	NO	UNLIMITED	00.00
<u>C</u>	NO	UNLIMITED	00.00
	Total Num	ber of Shares lesued:	86.00

General information:

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Licensed with Consumer Protection Branch: NO

Event History:

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

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A COMMENSIONAL HIT ON TAK NG ATT IDAVITS EVAN COBB LSUC #557872

Page 1 of 2

Saskatchewan

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		THIS IS EXHIBIT "	ii fidavi (Çerporate Registr
	mation	reterred to in the At	Ilds/ILOi holdre Lagien
(EL) Corpo	ration	Sworn before me th	in Profile Repor
OT EATEA	iger wan	Day of	
Entity No: 10	1124102		
	EWFIELD OIL & GAS L	TD. A Commissioner for	Oaths As of: 5-Mar-2014
		in and for the Province	of Alberta
Entity Name:	VIEWFIELD OIL	& GAS LTD.	
Entity Number:	101124102		
Status as of Profile date:	Active		
······		• ·····	
Entity Type:	BUSINESS CORPO	DRATION	
Entity Sub Type:	SASKATCHEWAN		
Incorporation Date; Home Jurisdiction:	09-Jun-2008		
Annual Return/Renewal Date:	8askatchewan 31-jul-2014		
			· · · · · · · · · · · · · · · · · · ·
Nature of Businesa:	oil and gas com	PANY	
Registered Office:			
Name:	VIEWFIELD OIL & G		
Address:	1530 ANGUS STRE	-	
City/Province:	REGINA, SK		
Country/Postal Code:	CANADA, S4T1Z1		
Attention:	DANIEL J. MADDIG	AN	
Malling Address:		** **********************************	*:
Name:	VIEWFIELD OIL & G	SAS LTD.	
\ddress:	1530 ANGUS STRE	ET	
City/Province:	REGINA, SK		
Country/Postal Code:	CANADA, S4T1Z1		
Attention:	DANIEL J. MADDIG	AN	
Allowable Number of Directors:	Min: 1 Max: 6		
Hrector/Officer /Shareholde Ar Became:	or information: 31-Mar-2009		
ame:	WILSON, KAREN R	Dimeter	YES
ddress:	39 MAQUINNA ST	Director: Officer Position:	PRESIDENT
ity/Province;	VICTORIA, BC	Shareholder:	YES
ountry/Postal Code:	CANADA, V882J3	outationnal!	160
esident Canadian:	YES		
		Class Name:	CLASS A

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Share Structure:

Class	Voting Rights	Authorized Number	locued Number
CLASS A	YES	UNLIMITED	64.00
CLASS B	NO	UNLIMITED	00.00
CLASS C	NO ·	UNLIMITED	00,00
	Total Number	of Shares lesued:	64.00

Name History: Previous Name: Date of Change:	101124102 8 31-Mar-2009	Saskatchewan Lt)	rd.
General Information: Licensed with Consumer F Number of Paid Full Time Number of Paid Part Time	Employees: 1	NO	
Country/Postal Code:	CANADA, S		
Power(e) of Attorney: Name: Address: City/Province:	Maddigan 1530 Angu Regina, Si	IS STREET	
Name: Address; City/Province: Country/Postal Code;	Griffin, Q 1530 Angu Regina, Si Canada, S		

INCORPORATION (Flied on the Web)	09-Jun-2008
NAME CHANGE (Filed on the Web)	31-Mar-2009
NOTICE OF DIRECTORS (Filed on the Web)	05-May-2009
CHANGE SHAREHOLDERS (Filed on the Web)	05-May-2009
FILED UNANIMOUS SHAREHOLDER AGREEMENT	05-May-2009
ANNUAL RETURN (Filed on the Web)	24-Jul-2009
ANNUAL RETURN (Filed on the Web)	29-Jul-2010
NOTICE OF DIRECTORS (Filed on the Web)	18-Jan-2011
CHANGE SHAREHOLDERS (Filed on the Web)	18-Jan-2011
TERMINATE UNANIMOUS SHAREHOLDER	
AGREEMENT	02-Feb-2011
ANNUAL RETURN	26-Jul-2011
POWER OF ATTORNEY	28-Jui-2011
ERROR CORRECTION	07-Sep-2011
ANNUAL RETURN (Filed on the Web)	23-Jul-2012
ANNUAL RETURN (Filed on the Web)	28-Jun-2013

A This is Exhibit ... all davit of KAREN KOUR duy of _7 MARCH 2014 A COMMESSIONE IT I OH TAKING AT LEDAVITS EVAN COBB LSUC #55787N

Saskatchewan

		Shares Held:	70.00
	T SAR	Class Name:	A COM
Country/Postal Code: Resident Canadian:	CANADA, V8S2 YES	NG	
City/Province: Country/Postal Code:	VICTORIA, BC	Sharehoider:	YES
Address: Star Densinger	39 MAQUINNA		VEP
	FENNELL		
Name:	WILSON, DAVI	Director:	YES
Director/Officer /Sharehold Dir Became:	er information: 11-Aug-2003		
Allowable Number of Direc	tors: Min: 1 Max: 5		·
Country/Postal Code:	CANADA, S4T1		
City/Province:	REGINA, SK		
Address;	1530 ANGUS S	TREET	
Name:	COAST SERVI	CES INC.	
Malling Address:			
Country/Postal Code:	CANADA, S4T	IZ1	
City/Province:	REGINA, SK		
Address:	1530 ANGUS S		
Registerad Office: Name:	COAST SERVI		
Nature of Business:	PROVIDE ADN COMPANIES T FIELDS	IINISTRATIVE/MANAGERIAL S HAT HAVE OWNERSHIP INTE	BERVICES FOR RESTS IN OIL AND GAS
incorporation Data: Home Juriadiction: Annual Return/Renewal Data:	11-Aug-2003 BASKATCHEWA 30-Sep-2014		
			р
Entity Type: Entity Sub Type:	BUSINESS CO	RPORATION AN CORPORATION	•
Entity Number: Status as of Profile date:	101047301 Active		
Entity Name:	COAST SER	(VICES INC.	
Entity Name		in and for the Province of Alb	
•	Kestini -	A Commissioner for Oath	s As of: 5-Mar-201
Entity No: 10	1047301	Day of A.D.	
OF BATEA	I G EX WAN	Sworn before me this	
(LL) Como	nation	<u></u>	Profile Repor
		referred to in the Affidav	it of
Infor Service	mation res	THIS IS EXHIBIT " referred to in the Affidav	it of

34 - B

Share Structure:

05/03/2014

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Class	Voting Rights	Authorized Number	issued Number
A COM	YES	UNLIMITED	70.00
B COM	YES	UNLIMITED	00.00
C COM	NO	UNLIMITED	00.00
D COM	NO	UNLIMITED	00.00
E PRE	YES	UNLIMITED	00,00
F PRE	YES	UNLIMITED	00.00
g pre	NO	UNLIMITED	00.00
HPRE	NO	UNLIMITED	00:00
PRE	NO	UNLIMITED	00.00
J PRE	YE8	UNLIMITED	00,00
	Total Numb	er of Shares leaved:	70.00

Power(s) of Attorney;	
Name:	GRIFFIN, MICHAEL B
Address:	1630 ANGUS ST.
City/Province:	REGINA, SK
Country/Postal Code:	CANADA, S4T1Z1
Power(s) of Attorney:	
Name:	MADDIGAN, DANIEL J
Address:	1530 ANGUS ST.
City/Province:	REGINA, SK
Country/Postal Code:	CANADA, S4T1Z1

General information:

Licensed with Consumer Protection Branch: NO

Event History:

Event	Date
INCORPORATION	11-Aug-2003
ANNUAL RETURN (Filed on the Web)	18-Aug-2004
AMENDMENT	01-Nov-2004
ANNUAL RETURN (Filed on the Web)	28-Aug-2005
ANNUAL RETURN (Filed on the Web)	27-Sep-2008
ANNUAL RETURN (Filed on the Web)	21-Sep-2007
ANNUAL RETURN (Filed on the Web)	30-Sep-2008
ANNUAL RETURN (Filed on the Web)	28-Sep-2009
ANNUAL RETURN (Filed on the Web)	30-Sep-2010
AMENDMENT	04-Feb-2011
ANNUAL RETURN	17-Oct-2011
POWER OF ATTORNEY	17-Oct-2011
ANNUAL RETURN (Filed on the Web)	24-Sep-2012
ANNUAL RETURN (Filed on the Web)	02-Dac-2013

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EVAN COB'B LSUC#5570701



RECEIVED OCT 2 3 2012

Writer's Direct Line (403) 294-4951

October 22, 2012

Coast Resources Ltd.

3035 Tutor Drive, Suite 203 Regina, SK S4W 1B5

THIS IS EXHIBIT ". referred to in the Affidavit of

BY COURIER

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Sworn before me this Day of _____ A.D.

A Commissioner for Oaths in and for the Province of Alberta

ATTENTION: Mr. David F. Wilson President

Dear Sir:

DODDOTT

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

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

BORROWER:	COAST RESOURCES LTD. (the "Borrower" or "Loan Party").
GUARANTORS:	101033165 SASKATCHEWAN LTD., VIEWFIELD OIL & GAS LTD., and COAST SERVICES INC. (collectively, the "Guarantor").
	The Borrower and the Guarantor are collectively referred to as "Loan Parties", and each, a "Loan Party".
LENDER:	NATIONAL BANK OF CANADA (the "Bank").
CREDIT FACILITY A:	REVOLVING OPERATING DEMAND LOAN (the "Credit Facility A").
MAXIMUM AMOUNT:	\$7,500,000.
<u>PURPOSE</u> :	Credit Facility A shall only be used for the Borrower's general corporate purposes including capital expenditures.
AVAILABILITY:	Prime Rate loans ("Prime Rate Loans"). Revolving in whole multiples of Cdn\$50,000.
	Letters of credit and/or letters of guarantee ("L/C/Gs") (maximum term one year). The aggregate Face Amount of L/C/Gs issued and outstanding at any time limited to \$750,000 in any currency acceptable to the Bank.
REPAYMENT:	Interest only but always subject to Availability, Review, and the Bank's right of demand.
National Bank of Canada 311 - 6 Avenue SW, Suite 1800 Calgary (Alberta) T2P 3H2	

Coast Resources Ltd. **Offering Letter** 77 7017

October 22, 2012	Page 2
<u>INTEREST RATE</u> :	<u>Prime Rate Loans</u> The Borrower shall pay interest calculated daily and payable monthly, not in advance, on the outstanding principal amount of Prime Rate Loans drawn under the Credit Facility A at a rate per annum equal to the Prime Rate as designated from time to time by the Bank plus one and one-quarter percent (Prime Rate + 1.25% p.a.). Interest at the aforesaid rate shall be due and payable on the 26th day of each and every month until all amounts owing to the Bank are paid in full. Interest shall be paid via automatic debit to the Borrower's account at the Calgary Branch of the Bank.
	As of this date, the Bank's Prime Rate is 3.00% per annum.
<u>STANDBY FEE</u> :	One-quarter percent per annum (0.25% p.a.), based on a 365 or 366 day period, as the case may be, on the undrawn portion of the Credit Facility A (the "Standby Fee"), payable monthly on the first Business Day of each month.
L/C/G FEE:	One and one-half percent per annum (1.50% p.a.), based on a 365 or 366 day period, as the case may be, of the issue amount, payable at issue (the "L/C/G Fee"). This non- refundable, upfront fice is to be based on the number of months the L/C/G is to be outstanding with any portion of 31 days to be considered a complete month.
DRAWDOWN, NOTIFICATION,	
AND CONVERSION:	All Advances under Credit Facility A may only be drawn on a day that is a Business Day.
	<u>Prime Rate Loans</u> As required.
EVIDENCE OF DEBT:	Revolving Demand Credit Agreement and the records of the Bank. Such records maintained by the Bank shall constitute in the absence of manifest error prima facie evidence of the obligations of the Borrower to the Bank in respect of Advances made. The failure by the Bank to correctly record any such amount or date shall not adversely affect the obligations of the Borrower to pay amounts due hereunder to the Bank in accordance with this Offering Letter.
CREDIT FACILITY B:	ACQUISITION/DEVELOPMENT DEMAND LOAN (the "Credit Facility B").

MAXIMUM AMOUNT: \$2,250,000.

DRAWDOWN AMOUNT: \$2,000,000.

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

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

AVAILABILITY:

PURPOSE:

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

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Page 3

<u>REPAYMENT</u> :	Subject to Availability, Review, and the Bank's right of demand, monthly principal repayments over the half-life of the reserves being financed, as determined by the Bank. Repayment to commence the month following drawdown.
	For the initial Drawdown Amount, principal repayments of \$75,000/month commencing January 1, 2013.
<u>interest rate</u> :	The Borrower shall pay interest calculated daily and payable monthly, not in advance, on the outstanding principal amount of Prime Rate Loans drawn under the Credit Facility B at a rate per annum equal to the Prime Rate as designated from time to time by the Bank plus one and three-quarters percent (Prime Rate + 1.75% p.a.). Interest at the aforesaid rate shall be due and payable on the 26th day of each and every month until all amounts owing to the Bank are paid in full. Interest shall be paid via automatic debit to the Borrower's account at the Calgary Branch of the Bank.
	As of this date, the Bank's Prime Rate is 3.00% per amum.
CREDIT FACILITY FEE:	One-half percent (0.50%) on the amount of each Advance drawn on the Credit Facility B, due and payable at the commitment for such Advance. Non-refundable.
	For the initial Drawdown Amount, \$10,000 payable at drawdown commitment.
<u>STANDBY FEE</u> :	One-quarter percent per annum (0.25% p.a.), based on a 365 or 366 day period, as the case may be, on the undrawn portion of the Credit Facility B (the "Standby Fee"), payable monthly on the first Business Day of each month.
CONDITIONS PRECEDENT <u>TO FUNDING</u> :	 In addition to all other Conditions Precedent set out in this Offering Letter, prior to the initial advance under the Credit Facility B, the Borrower shall provide: A Variable Rate Demand Promissory Note in the face amount of \$2,000,000 duly executed and delivered to the Bank by the Borrower; and A detailed capital expenditure budget for approved developments of proven non-producing/undeveloped petroleum and natural gas reserves along with evidence of specific capital expenditures, as applicable.
CREDIT FACILITY C:	MASTERCARD FACILITY (the "Credit Facility C").
MAXIMUM AMOUNT:	\$10,000.
PURPOSE:	Credit Facility C shall only be used by the Borrower to facilitate travel, entertainment, and supplier expenses for company officers.
<u>REPAYMENT</u> :	Payment in full, monthly.
INTEREST RATE:	Standard rates as established from time to time by MasterCard.
EVIDENCE OF DEBT:	MasterCard monthly statements and the records of the Bank. Such records maintained by the Bank shall constitute in the absence of manifest error prima facie evidence of the obligations of the Borrower to the Bank in respect of Advances made. The failure by the Bank to correctly record any such amount or date shall not adversely affect the obligations of the Borrower to pay amounts due hereunder to the Bank in accordance with this Offering Letter.

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	RISK MANAGEMENT FACILITY (the "Risk Management Facility")
PURPOSE:	Risk Management Facility shall be used by the Borrower for Financial Instruments.
AVAILABILITY:	Various Financial Instruments. Maximum term 26 months. Subject to Bank availability and including a cross default limit of \$300,000.
<u>settlement</u> :	Settlement as per contract maturities.
EVIDENCE OF USAGE:	Executed treasury contracts, executed ISDA Master Agreement with appropriate annexes other documentation acceptable to the Bank, and the records of the Bank. Such records maintained by the Bank shall constitute in the absence of manifest error prima facile evidence of the obligations of the Borrower to the Bank in respect of Advances made. The failure by the Bank to correctly record any such amount or date shall not adversely affect the obligations of the Borrower to pay amounts due hereunder to the Bank in accordance with this Offering Letter.
	FOR ALL CREDIT FACILITIES
<u>DEFINITIONS</u> :	In this Offering Letter, including the Appendices hereto and in all notices given pursuan to this Offering Letter, capitalized words and phrases shall have the meanings given to them in this Offering Letter in their proper context, and words and phrases not otherwise defined in this Offering Letter but defined in Appendix C to this Offering Letter shall have the meanings given to them in Appendix C to this Offering Letter.
INTERPRETATION:	In this Offering Letter, unless otherwise specifically provided, words importing the singular will include the plural and vice versa, words importing gender shall include the masculine, the feminine and the neuter, and "in writing" or "written" includes printing typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception, including by facsimile.
<u>FEES</u> :	\$18,375 payable upon provision of this Offering Letter. Non-refundable. This fee includes the Bank's engineering expenses incurred for this Review. This fee is in addition to and not in substitution for any other fees due and payable under this Offering Letter.
<u>SECURITY</u> :	The following security shall be completed, duly executed, delivered, and registered, where necessary, to the entire satisfaction of the Bank and its counsel. All present and future security (the "Security") and the terms thereof shall be held by the Bank as continuing security for all present and future debts, obligations and liabilities (whether direct or indirect, absolute or contingent) of the Loan Parties to the Bank including without limitation for the repayment of all loans and advances made hereunder and for other loans and advances that may be made from time to time in the future whether hereunder or otherwise. For greater certainty, all Financial Instruments, including without limitation swaps and forwards, entered into at any time with the Bank (or any of its subsidiaries or affiliates from time to time) are deemed to be debts, obligations and liabilities of the Borrower and are secured by the Security on a pari passu basis and shall rank pari passu with all other indebtedness under the Credit Facilities. Where applicable, the Security will be in the Bank's standard form.
	Held:
	1. Accepted Offering Letter dated November 8, 2011.

2. Accepted Amending Offering Letter dated February 27, 2012.

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

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

To Be Obtained:

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

REPRESENTATIONS AND WARRANTIES:

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

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

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

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

CONDITIONS PRECEDENT:

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

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

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

The Borrower shall submit to the Bank:

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



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

AFFIRMATIVE COVENANTS:

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

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

NEGATIVE

COVENANTS:

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

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

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

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

ENVIRONMENTAL OBLIGATIONS:

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

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

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

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

INTEREST ON OVERDUE AMOUNTS:

COSTS:

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

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

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

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

cause the Bank to:

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

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

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CURRENT ACCOUNTS:	Each Loan Party shall maintain its current accounts at the Calgary Branch of the Bank through which it shall conduct all of its banking activities. Regular Bank service charges shall apply in the day-to-day operations of each Loan Party's accounts.
Foreign exchange <u>Fluctuations</u> :	If the amount of outstanding Advances under any Credit Facility is on any day, due to exchange rate fluctuations, in excess of the maximum amount with respect to such Credit Facility, the Borrower shall within five (5) Business Days after receiving notice thereof repay such excess or otherwise reduce a portion of such Advances under the particular Credit Facility to the extent of the amount of the excess.
<u>GENERAL:</u>	Time is of the essence.
ę	The terms and conditions of this Offering Letter between the Bank and each Loan Party are confidential and shall be treated accordingly.
	Each Loan Party shall do all things and execute all documents deemed necessary or appropriate by the Bank for the purposes of giving full force and effect to the terms, conditions, undertakings, and security granted or to be granted hereunder.
	When a conflict or inconsistency exists between the Security and this Offering Letter, this Offering Letter shall govern to the extent necessary to remove such conflict or inconsistency. Notwithstanding the foregoing, if there is any right or remedy of the Bank set out in any of the Security or any part of which is not set out or provided for in this Offering Letter, such additional right shall not constitute a conflict or inconsistency.
ACCOUNT DEBITS:	Each Loan Party hereby irrevocably authorizes the Bank to debit periodically or from time to time, any bank account it may maintain at the Bank in order to pay all or part of the amounts any Loan Party may owe to the Bank hereunder.
PERSONAL PROPERTY SECURITY ACT (ALBERTA) <u>REQUIREMENTS</u> :	Each Loan Party hereby waives the requirement for the Bank to provide copies of Personal Property Security Act (Alberta) (collectively with the equivalent legislation in other jurisdictions, the "PPSA") registrations, varification statements, or financing statements undertaken by the Bank.
	Each Loan Party hereby agrees to provide to the Bank written notice of a change in its name or address immediately.
<u>ASSIGNMENT</u> :	No rights or obligations of any Loan Party hereunder and no amount of the Credit Facilities may be transferred or assigned by any Loan Party, any such transfer or assignment being null and void insofar as the Bank is concerned and rendering any balance then outstanding of the loan immediately due and payable at the option of the Bank and releasing the Bank from any and all obligations of making any further advances hereunder.
<u>DEMAND</u> :	Notwithstanding any of the terms of this Offering Letter, all obligations of any Loan Party hereunder are repayable to the Bank at any time upon its demand.
<u>ADJUSTMENTS</u> :	Notwithstanding any maximum amount, Availability, Reduction Amount, Pricing Grid, interest rate, margin calculation, Applicable Margin, Standby Fee, Stamping Fee, L/C/G Fee or other fise quoted herein, the Bank shall have the right to adjust such maximum amount, Availability, Reduction Amount, Pricing Grid, interest rate, margin calculation, Applicable Margin, Standby Fee, Stamping Fee, L/C/G Fee or other fee, at the Bank's sole discretion.

NO OBLIGATION:

JOINT AND SEVERAL LIABILITY/ SOLIDARITY:

ACCESS TO INFORMATION:

ANTI-MONEY LAUNDERING LEGISLATION:

NOTICE:

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

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

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

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

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

AUTHORIZATION REGARDING INSTRUCTIONS SENT <u>ELECTRONICALLY</u>:

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

October 22, 2012	Page 15
*	issuing drafts or certified cheques or for any other purpose. Moreover, the Bank will not be held liable for any fees or delays which may be caused when an instruction is sent whether due to a technical problem attributable to the systems in use at the Bank or otherwise.
<u>PAYMENTS</u> :	Unless otherwise indicated herein, the obligation of each Loan Party to make all payments under this Offering Letter and the Security shall be absolute and unconditional and shall not be limited or affected by any circumstance, including, without limitation:
	 Any set-off, compensation, counterclaim, recoupment, defence or other right which such Loan Party may have against the Bank of anyone else for any reason whatsoever; or
	2. Any insolvency, bankruptcy, reorganization or similar proceedings by or against such Loan Party.
	All payments to be made under this Offering Letter shall be made in Canadian Dollars.
	All payments made under this Offering Letter shall be made on or prior to 1:00 p.m. Mountain Time on the day such payment is due. Any payment received after 1:00 p.m. Mountain Time shall be deemed to have been received on the following day. Whenever a payment is due on a day which is not a Business Day, such due day shall be extended to the next Business Day and such extension of time shall be included in the computation of any interest payable.
<u>SET-OFF</u> :	The Bank shall have the right to set-off and apply any funds of any Loan Party deposited with or held by the Bank from time to time, and any other indebtedness owing to any Loan Party by the Bank, against any of the amounts outstanding under this Offering Letter from time to time.
JUDGMENT CURRENCY:	If for the purpose of obtaining judgment in any court in any jurisdiction with respect to this Offering Letter it is necessary to convert into the currency of such jurisdiction (the "Judgment Currency") any amount due hereunder in any currency other than the Judgment Currency, then such conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose, rate of exchange means the rate at which the Bank would, on the relevant day, be prepared to sell a similar amount of such currency against the Judgment Currency.
RIGHTS AND REMEDIES	
CUMULATIVE:	The rights, remedies and powers of the Bank under this Offering Letter, the Security, at

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

WAIVERS AND AMENDMENTS:

INTEREST ACT (CANADA):

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

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

GAAP / IFRS:

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

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

GOVERNING LAW:

REVIEW:

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

This Offering Letter shall be construed and governed in accordance with the laws of the

Province of Alberta. Each Loan Party irrevocably and unconditionally attorns to the nonexclusive jurisdiction of the courts of the Province of Alberta and all courts competent to

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

hear appeals therefrom.



EXPIRY DATE:

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

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

Yours truly,

NATIONAL BANK OF CANADA

Guloth

Erin R. Welte Director Energy Group

S Forsyth

Managing Director Energy Group

Enclosure P:\Data\CLIENTS\X2A - Weits E\Cs at Recommen 1.16 Conditi 70176 C AGREED AND ACCEPTED this 22 day of 2012.

COAST RESOURCES LTD.

Per:

Per:_

101033165 SASKATCHEWAN LTD., as Guarantor

Per: Per:

VIEWFIELD OIL & GAS LTD., as Guarantor

Per:

Per:__

COAST SERVICES INC., as Guarantor
Per:

Per:

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APPENDIX A

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

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APPENDIX B

COMPLIANCE CERTIFICATE

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

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

1. I am the ______ of ______ (the "Borrower") and I am authorized to provide this Certificate to you for and on behalf of the Borrower;

2. This Certificate applies to the fiscal quarter ended ______

- 4. As of the date hereof, the Borrower confirms that all of its subsidiaries (if any) are Loan Parties.
- 5. The representations and warranties set forth in the Offering Letter are in all material respects true and correct on the date hereof;
- 6. No Default or Event of Default has occurred and is continuing of which we are aware;
- 7. As required, I have calculated the Adjusted Working Capital Ratio for the fiscal quarter ended as follows:

____: 1.00; and

8. All relevant calculations and financial statements are attached.

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

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

Executed at the City of ______, in the Province of ______ this _____day of _____, 20___.

Yours truly,

COAST RESOURCES LTD.

Per:

Name: Title:



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COAST RESOURCES LTD.

COMPLIANCE CERTIFICATE

Calculation of Adjusted Working Capital Ratio

Current Assets

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

Current liabilities Less: Unrealized Hedging Losses Less: Current Portion of Bank Debt



Adjusted Working Capital Ratio calculated as follows:

A B

<u>APPENDIX C</u>

DEFINITIONS

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

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

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

"Appendix" means an appendix to the Offering Letter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- obligations under BAs; **(a)**
- issued and drawn L/C/Gs: **(b**)
- obligations under guarantees, indemnities, or such other agreements providing financial assistance; (c)
- Capital Leases or sales/lease-backs; (ď)
- obligations under deferred purchase price agreements; (8)
- deferred revenues relating to third party obligations; **(f)**
- the redemption amount of any capital where the holder of such capital has the option to require the (g) redemption of such capital for cash or property and payment of the redemption amounts;
- any distributions declared but not yet paid; and (h)
- all mark to market losses under any Financial Instruments that are due and owing. **(i)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Page 25

(h) the Security;

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

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

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

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

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

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Page 26

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

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

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

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

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

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

"Voting Shares" means:

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

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

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

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

This is Ex Y b ali davil of KAREN KOURY dey of MARCH, 2014

A COM SSIGNE HI OH FANGAG AL HDAVIES EVAN COBB LSUC#55787N



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

Writer's Direct Line (403) 294-4951

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

A Commissioner for Oaths In and for the Province of Aiberta

BY COURIER

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

ATTENTION: Mr. David F. Wilson President

Dear Sir:

June 19, 2013

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

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

BORROWER:	COAST RESOURCES LTD. (the "Borrower").
GUARANTORS:	101033165 SASKATCHEWAN LTD., VIEWFIELD OIL & GAS LTD. and COAST SERVICES INC. (collectively, the "Guarantor").
	The Borrower and the Guarantor are collectively referred to as "Loan Parties", and each, a "Loan Party".
LENDER:	NATIONAL BANK OF CANADA (the "Bank").
CREDIT FACILITY A:	REVOLVING REDUCING OPERATING DEMAND LOAN (the "Credit Facility A").
MAXIMUM AMOUNT:	\$8,200,000.
<u>PURPOSE</u> ;	Credit Facility A shall only be used for the Borrower's general corporate purposes including capital expenditures and to pay out existing Advances on the Credit Facility B.
AVAILABILITY:	Prime Rate loans ("Prime Rate Loans"). Revolving in whole multiples of Cdn\$50,000.

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

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

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

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

INTEREST RATE: Prime Rate Loans

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

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

STANDBY FEE:

L/C/G FEE:

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

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

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

MAXIMUM AMOUNT:

FOR ALL CREDIT FACILITIES

\$0

INTERPRETATION:

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

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

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

To Be Obtained:

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

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

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

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

The Borrower shall submit to the Bank:

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

REPORTING REOUIREMENTS:

CONDITIONS PRECEDENT: Coast Resources Ltd. Amending Offering Letter June 19, 2013

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

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

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

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

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

Yours truly,

NATIONAL BANK OF CANADA

Erin R. Welte Director Energy Group

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Managing Director Energy Group

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Coast Resources Ltd.
Amending Offering Letter
June 19, 2013

AGREED AND ACCEPTED this 21 they of June , 20/3.

COAST RESOURCES LTD.

-Per:

Per:__

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101033165 SASKATCHEWAN LTD., as Guarantor

Per: -----د 14.5

Per:__

VIEWFIELD OIL & GAS LTD., as Guarantor

Per: are. Per:

COAST SERVICES INC., as Guarantor

Per: >

Per:_

Coast Resources Ltd. Amending Offering Letter June 19, 2013

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APPENDIX A

<u>CREDIT</u> :	Energy Group	Director:	Mr. Erin Welte
	National Bank of Canada	Telephone:	(403) 294-495 1
	311 - 6 Avenue SW, Suite 1800	Facsimile:	(403) 294-3078
	Calgary, AB T2P 3H2	E-mail;	erin.welte@nbc.ca
		Associate:	Mr. Nathan McAdam
		Telephone:	(403) 294-4982
		Facsimile:	(403) 294-3078
		E-mail:	nathan.mcadam@nbc.ca
		A	
ADMINISTRATION:	BA Administration; Current	Account Representative:	Mrs. Marj Brown
	Account Documents; L/C/Gs;	Telephone:	(403) 294-4956
	MasterCard; Loan/Account	Facsimile:	(403) 294-3078
	Balances; CAD/USD Monsy Orders/Bank Drafts: Bank	E-mail:	marj.brown@nbc.ca
	Confirmations: Investments:	Senior Secretary:	Ms. Yelaina May
	General Inquiries	Telephone:	(403) 355-3584
	Constar Williams	Facsimile:	(403) 294-3078
		E-mail:	yelaina.may@nbc.ca
		C-man;	yernina.may@nbc.ca
BRANCH:	Calgary Downtown Branch	Telephone:	(403) 294-4900
	National Bank of Canada	Facsimile:	(403) 294-4965
	301 - 6 Avenue SW		
	Calgary, AB T2P 4M9		
	Calgary MacLeod Trail Branch	Telephone:	(403) 592-8515
	National Bank of Canada	Facsimile:	(403) 265-0831
	430 - 7337 MacLeod Trail South		
	Calgary, AB T2H 0L8		
INTERNET/	Order Cheques, Loan/Account	Website:	www.nbc.ca
TELEPHONE	Balances; Traces; Stop	Telephone:	(888) 483-5628
BANKING	Payments, List of Current	-	•
	Account Transactions; Pay Bills;		
	Transfer Between Accounts		
<u>OTHER</u> :	Internet Banking	Manager,	
		Global Cash Management:	Ms. Kathy Holland
		Telephone:	(403) 294-4948
		Facsimile:	(403) 476-1000
		E-mail:	kathy.holland@nbc.ca
	Foreign Exchange & Interest	Director, Risk	
	Rates	Management Solutions:	Mr. George Androulidakis
	National Bank of Canada	Telephone:	(403) 440-1126
			• •
	311 – 6 Avenue SW, 6 th Floor	Facsimile:	(403) 294-4923
	Calgary, AB T2P 3H2	E-mail:	george.androulidakis@tres.bnc.ca
	Commodity Derivatives	Telephone:	(403) 294-4935
	311 - 6 Avenue SW, 6th Floor	Facsimile:	(403) 294-4923
	Calgary, AB T2P 3H2	E-mail:	energy@nbcenergy.com

allidavit of KAREN KOURYsworn before me, this 6^{+h} day of MARCH, DOIY ACCHARA SSICHLI I I CHI TANGING ALI HUMMITS EVAD ODBB LSUC #55787N

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Personal Property Registry Search Results Report

Page 1 of 4

Search ID#: 205447463

Transmitting Party NORTON ROSE FULBRIGHT CANADA LLP

Suite 3700, 400- 3rd Avenue SW Calgary, AB T2P 4H2 Party Code: 60003332 Phone #: 403 267 9468 Reference #: 01124572-0584 KK/jm

Search ID #: 205447463

Date of Search: 2014-Mar-05

Time of Search: 10:53:39

Business Debtor Search For:

COAST RESOURCES LTD.

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

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

Exact Result(s) Only Found

A Commissioner for Oaths In and for the Province of Alberta

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches. Be sure to read the reports carefully.



Government of Alberta =			Personal Property Registry Search Results Report Search ID#: 205447463		Page 2 of 4
Business De COAST RES Search ID #: ;	OURCES L	TD.	e of Search: 2014-Mar-05	Time of Search:	10:53:39
	Number: 040		Registration Type: SECUR Registration Status: Current Expiry Date: 2021-Ju		
Exact M	latch on: D	ebtor	No: 1		
Amendmen	ts to Regi	stration	<u></u>	······································	<u> </u>
08100804852			Amendment	2008-00	x-08
09060324703			Renewal	2009-Jun-03	
11040828857			Renewal	2011-Ap	or-08
Debtor(s)					
203,	ST RESOUR 3035 TUTOF INA, SK S4W	DRIVE			<u>Status</u> Current
Secured Par Block	ty / Partie	B			Status
t NATI 600,4	ONAL BANK 407 - 8TH AN BARY, AB T2	OF CANADA /ENUE SW P 1E5			<u>Status</u> Deleted by 08100804852
Block					Status
2700,	ONAL BANK 530 8th Av VARY, AB T2				Current by 08100804852
<u>Collateral: G</u>					
Block Descr	<u>iption</u>				Status

Government of Alberta **m**

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Personal Property Registry Search Results Report

Page 3 of 4	
	-

Search ID#: 205447463

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

	ernment berta =	Personal Property I Search Results F Search ID#: 205447	Report	Page 4 of 4
COAST	nas Dabtor Search For:_ RESOURCES LTD. D#: Z05447463	Date of Search: 2014-Mar-05	Time of Search: 10:	- - 53:39
	stration Number: 04070717162 agistration Date: 2004-Jul-07	Registration Type: LAND CHARGE Registration Status: Current Registration Term: Infinity		
E	Exact Match on: Debtor	No: 1		
Ameno	dments to Registration			
08100804744 Debtor(s) Block		Amendment	2008-Oct-	08
			18	Status
1	COAST RESOURCES LTD. 203, 3035 TUTOR DRIVE REGINA, SK S4W 185			Current
Secure Block	ed Party / Parties			Status
1	NATIONAL BANK OF CANAD 800, 407 - 8TH AVENUE SW CALGARY, AB T2P 1E5	A		Deleted by 08100804744
<u>Block</u>				<u>Status</u>
2	NATIONAL BANK OF CANAD/ 2700, 530 8th Avenue SW CALGARY, AB T2P 3S8	A		Current by 08100804744
		Result Complete		

Government of Alberta

Personal Property Registry Search Results Report

Page 1 of 4

Search ID#: Z05447474

Iransmitting Party NORTON ROSE FULBRIGHT CANADA LLP

Suite 3700, 400- 3rd Avenue SW Calgary, AB T2P 4H2 Party Code: 60003332 Phone #: 403 267 9468 Reference #: 01124572-0584 KK/jm

Search ID #: Z05447474

Date of Search: 2014-Mar-05

Time of Search: 10:54:20

Business Debtor Search For:

101033165 SASKATCHEWAN LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches. Be sure to read the reports carefully.



of Alberta 🔳	Personal Propert Search Results 8earch ID#: 205	
Business Debtor Search For:_ 101033165 SASKATCHEWAN LTD. Search ID #: Z05447474 D	ate of Search: 2014-Mar-05	Time of Search: 10:54:20
Registration Number: 04070717345 Registration Date: 2004–Jul-07	Registration Type: SECU Registration Status: Currer Expiry Date: 2021	nt
Exact Match on: Debtor	No: 1	
Amendments to Registration		
08100804679	Amendment	2008-Oct-08
09060324827	Renewai	2009-Jun-03
11040828778	Renewal	2011-Apr-08
Debtor(s)		
Block		Status
1 101033165 SASKATCHEWAN LT 203, 3035 TUTOR DRIVE REGINA, SK S4W 185	ГО.	Current
Secured Party / Parties		
Block		Status
1 NATIONAL BANK OF CANADA 600, 407 - 8TH AVENUE SW CALGARY, AB T2P 1E5		Deleted by 08100804879
<u>Block</u>		Status
2 NATIONAL BANK OF CANADA 2700, 530 8th Avenue SW CALGARY, AB T2P 3S8		Current by 08100804679
<u> Collateral: General</u>		
Block Description		

Go	vernment	
of	Alberta 🔳	

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Personal Property Registry Search Results Report

Page 3 of 4

Search ID#: Z05447474

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1	ALL PRESENT AND AFTER ACQUIRED PERSONAL	Current	
~			_

2 PROPERTY OF THE DEBTOR.

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Current

	ernment Iberta 🖿	Personal Property Registry Search Results Report Search ID#: 205447474		Page 4 of 4	
10103	ess Debtor Search For: 3185 SASKATCHEWAN LTD ID#: 205447474				
garici	1 ID #: 20044/4/4	Date of Search: 2014-Mar-05	Time of Search: 1	0:54:20	
Reg	stration Number: 04070717436	Registration Type: LAND CH	IARGE		
R	egistration Date: 2004-Jul-07	Registration Status: Current Registration Term: infinity			
I	Exact Match on: Debtor	No: 1			
081008 Debto		Amendment	2008-Oct	-08	
<u>Biock</u>				Status	
1	101033185 SASKATCHEWAN 203, 3035 TUTOR DRIVE REGINA, SK S4W 185	NLTD.		Current	
<u>Secura</u> Block	ad Party / Parties				
1	NATIONAL BANK OF CANAD 600, 407 - 8TH AVENUE SW CALGARY, AB T2P 1E5	A		<u>Status</u> Deleted by 08100804515	
Biock				<u>Status</u>	
2	NATIONAL BANK OF CANAD, 2700, 530 8th Avenue SW CALGARY, AB T2P 3S8	A		Current by 08100804515	
		Result Complete			

Government of Alberta 🔳

Personal Property Registry Search Results Report

Page 1 of 3

Search ID#: Z05447479

Transmitting Party NORTON ROSE FULBRIGHT CANADA LLP

Sulte 3700, 400- 3rd Avenue SW Calgary, AB T2P 4H2 Party Code; 60003332 Phone #: 403 267 9468 Reference #: 01124572-0584 KK/jm

Search ID #: 205447479

Date of Search: 2014-Mar-05

Time of Search: 10:54:58

Business Debtor Search For:

VIEWFIELD OIL & GAS LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches. Be sure to read the reports carefully.



Government of Alberta 🔳		Personal Property Registry Search Results Report Search ID#: 205447479		Page 2 of 3
	Heas Debtor Search For: FIELD OIL & GAS LTD.			
Searc	h ID #: 205447479	Date of Search: 2014-Mar-05	Time of Search: 1	0:54:58
	istration Number: 09110215457 Registration Date: 2009-Nov-02	Registration Type: SECUR Registration Status: Current Expiry Date: 2021-No		
	Exact Match on: Debtor	No: 1		
Amer	ndments to Registration			
11040	828899	Renewal	2011-Ap	-08
<u>Debto</u> Block	pr(s)			Pini -
1	VIEWFIELD OIL & GAS LTD. 203, 3035 Tutor Drive Regina, SK S4W 185			<u>Status</u> Current
	ed Party / Parties			
Block				Status
1	NATIONAL BANK OF CANAD 2700, 530 - 8th Avenue SW Calgary, AB T2P 3S8	Α		Current
	eral: General			
<u>Block</u>	Description			Status
İ	All present and after-acquired p	personal property of the Debtor.		Current

Government of Alberta m	Personal Property Registry Search Results Report Search ID#: 205447479	Page 3 of 3
Business Debtor Search For: VIEWFIELD OIL & GAS LTD. Search ID #: 205447479	Date of Search: 2014-Mar-05 Time of Search	: 10:54:58
Registration Number: 091102158 Registration Date: 2009-Nov-0		
Exact Match on: Debtor	No: 1	
Debtor(s) Block 1 VIEWFIELD OIL & GAS LT 203, 3035 Tutor Drive Regina, SK S4W 1B5	ſD.	<u>Status</u> Current
Secured Party / Parties Block 1 NATIONAL BANK OF CAN 2700, 530 - 8th Avenue SW Calgary, AB T2P 3SB	ada V	<u>Status</u> Current

Result Complete

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Personal Property Registry Search Results Report

Page 1 of 4

Search ID#: 205447488

<u>Transmitting Party</u> NORTON ROSE FULBRIGHT CANADA LLP

Suite 3700, 400- 3rd Avenue SW Calgary, AB T2P 4H2 Party Code: 60003332 Phone #: 403 267 9468 Reference #: 01124572-0584 KK/jm

Search ID #: 205447486

Date of Search: 2014-Mar-05

Time of Search: 10:55:30

Business Debtor Search For:

COAST SERVICES INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches. Be sure to read the reports carefully.



Government of Alberta m		Personal Property Registry Search Results Report Search ID#: 205447486		Page 2 of 4
COAS	ess Debtor Search For: T SERVICES INC. I D # : 205447486	Date of Search: 2014-Mer-05	Time of Search:	10:55:30
	istration Number: 11032527687 Registration Date: 2011-Mar-25	Registration Type: SECURITY Registration Status: Current Expiry Date: 2021-Mar-;		<u> </u>
	Exact Match on: Debtor	No: 1	_	
<u>Debto</u>	r(s)			
<u>Block</u> 1	COAST SERVICES INC. 203, 3035 Tutor Drive Regina, SK S4W 185			<u>Status</u> Current
<u>Secur</u> Block	ed Party / Parties			Status
1	NATIONAL BANK OF CANAD 2700, 530 - 8th Avenue SW Calgary, AB T2P 3S8	A		<u>Bratus</u> Current
	əral: General			
<u>Collati</u> Block	<u>Pral: General</u> Description			Status

Government of Alberta m		Personal Property Registry Search Results Report Search ID#: 205447486		Page 3 of 4	
COAST	nss Debtor Search For: I SERVICES INC. ID #: Z05447486	Date of Search:	2014-Mar-05	Time of Search:	
-	stration Number: 11032527749 egistration Date: 2011-Mar-25	Registrat	ation Type: LAND Cl Ion Status: Current ation Term: Infinity	HARGE	
	Exact Match on: Debtor	No: 1	<u></u>	<u> </u>	
<u>Debto</u> Block	r(s)				24 4
1	COAST SERVICES INC. 203, 3035 Tutor Drive Regine, SK S4W 1B5				<u>Status</u> Current
	ed Party / Parties				
<u>Block</u> 1	NATIONAL BANK OF CANAD 2700, 530 - 8th Avenue SW Calgary, AB T2P 3S8	A			<u>Status</u> Current



Personal Property Registry Search Results Report

Page 4 of 4

Search ID#: Z05447488

Note:

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

Debtor Name / Address

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

SECURITY AGREEMENT

Debtor Name / Address

CAST CORPORATION 104 SIERRA CRESCENT FORT MCMURRAY, AB T9H2Z3

SECURITY AGREEMENT

Debtor Name / Address

CAWST 424 AVIATION ROAD NE CALGARY, AB T2E 8H6

SECURITY AGREEMENT

Debtor Name / Address

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

SECURITY AGREEMENT

Debtor Name / Address

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

LAND CHARGE

Reg. # 09091014062

Reg. # 12031907269

Reg. # 14012105195

Reg. # 04062128493

Reg. # 93021207910

Result Complete

This is Exhibit ... ali davil of KAREN KOURY **** MARCH, 2014 dey ol....

A COMPASSION III OH TAKING ALLIDAVIIS

EVAN COBB LSUC #55787N



Search #: Client Reference: Control #:

I 3 IS EXHIBIT "_ starred to in the Affidavit of

. . orn before me this .

1y of ______ A.D. _

201643348 A Commissioner for Oaths 01124572-0514 Kyjine Province of Alberta

Searching Party: Search Date: Search Type:

Norton Rase Canada LLP, 05-Mar-2014 12:06:58 Standard

Search Gritarin Search By: Business Name Coast Resources Ltd.

Business Debtor Name

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

Suled	ed Mutch Registration	# Debtor Name	City
Yes	Exact 120987891	COAST RESOURCES LID.	Regina
No	Similar100099490	QUE WEST RESOURCES LTD	Calgary
No	Similar100153171	QUE WEST RESOURCES LTD	Calgury
Na	51milar100294862	QUE WEST RESOURCES LTD	Calgary
No	Similar 1.00294870	QUE WEST RESOURCES LTD	Calgary
No	Similar 100294888	QUE WEST RESOURCES LTD	Calgary
No	Similar100294896	QUE WEST RESOURCES LTD	Caigary

I	Saskatch Personal Prope Search R	,			
Registration Type: Registration Dates	Current ~ Personal Property Security Agreement 06-Jul-2004 13:40:06	Exact	Registration #: 120967691 Expiry Data: 06-Jul-2021		
Rvant Type: Amendment. Transaction Resson: Regular					
<u>Hotations</u> Trust Industure:	Na				
Registrant					
Party ID: Entity Type: Name:	150150499 - 1 Businass MCDOUGALL GAULEY LLP	Address:	1500 - 1981 Scarth Streat Regina,Saskatchewan S4P4K9 Canada		
Secured Party	,				
Xtem #1 Party XD: Entity Type: Name:	1 102460890 - 3 Business National Hank of Canada	Address	2700, 530 - 8TH AVENUE S.W. CALGARY, Alberts T2P358 Canada		
Debtor Party		•			
* Item #: Party ID: Entity Type: Name:	1 102544956 - 1 Business COAST RESOURCES LTD.	Address	203, 3035 TUTOR DRIVE Regina, Saskatchewan S4W185 Canada		
General Prope	rty				
ALL OF THE DE	entor's present and after-acquired personal i	PROPERTY.			
Registration Type: Registration Date:		Setup	Registration #: 120987891 Transaction #: 1 Expiry Date: 06-Jul-2009		
Event Type: Transaction Reaso	Setup nı Regular				
<u>Netations</u> Trust Indenture:	No				
Registrent					
Party ID: Entity Type: Name:	100832598 - 3 Business MCDOUGALL GAULEY	Address	700-2010-11TH AVENUE Regina, Saskatchewan S4P033 Canada		
Secured Party			• • • • • •		
Item Øt Party ID: Entity Type: Name:	1 102450890 - 1 Bushnass NATIONAL BANK OF CANADA	Address;	600, 407 - 6TH AVENUE S.W. Calgary, Alberta T2P1E5 Canada		

(I I)
\checkmark

Debtor Party			
Item #1 Party ID1	1 102644966 - 1	Address	203, 3035 TUTOR DRIVE
Entity Type: Name:			Regina, Saskatchewan S4W185 Canada
Ganarel Propa	rty		
ALL OF THE DE	BTOR'S PRESENT AND AFTER	acquired Personal Property.	
		History - Amendment	Registration #: 120987891
nendment Date:	08-Oct-2008 09:26:24		Transaction #1 2
ent Type: unsection Result	Amendment n: Regular		
Registrant			
Party XD: Entity Type:	150150499 - 1 Business	Address	1500 - 1881 Scarth Street
Namei	MCDOUGALL GAULEY LLP		Regina, Saskatchewan S4P4K9 Canada
Secured Party			
Actions Them #1	Update 1	Address	2700, 530 - 8TH AVENUE S.W.
Party ID: Entity Type:	102460890 - 3	`	CALGARY, Alberta T2F358
Nume:	NATIONAL BANK OF CANADA		Canada
			Câi Idan
		History - Amendment	La pua
nendment Pater	03-Jun-2009 13:16:34	History - Amendment	Registration & 120987591 Transaction & 3 Expiry Date: 05-Jul-2019
nendment Dater ent Typer anonotion Reaso		History - Amendment	Registration #1 120987891 Transaction #1 3
ent Type: ancaction Reaso		History - Amendment	Registration #1 120987891 Transaction #1 3
ent Type: ansaction Reaso	Amendmant nı Regular	History - Amendment	Registration & 120987691 Transaction & 3 Expiry Date: 06-Jul-2019
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ent Type: anonotion Reaso is Time: Registrant	Amendmant nı Regular Life Time Amended 150000519 - 1	Address	Registration & 120987691 Transaction & 3 Expiry Date: 06-Jul-2019
ent Type: ancaction Reaso is Time: Registrant Party ID: Entity Type:	Amendment nı Regular Life Time Amended 150000519 - 1 Business	Address	Registration #1 120987691 Transaction #1 3 BigBry Date: 05-Jul-2019 4125 Norland Avenue Burnaby, British Columbia V96355 Canada
ent Types ancaction Reaso to Times Registrent Party ID: Entity Types Name:	Amendment nı Regular Life Time Amended 150000519 - 1 Business	Address:	Registration #1 120987691 Transaction #1 3 Expiry Date: 06-Jul-2019 4126 Norland Avenue Burnaby, British Columbia V3G356
ent Types ansaction Reaso is Times Registrant Party ID: Entity Types Names nendment Dates	Amendment nı Regular Life Time Amended 150000519 - 1 Business Canadian Securities Registrati 08-Apr-2011 14:54:47 Amendment	Address:	Registration & 120987691 Transaction & 3 Expiry Date: 06-Jul-2019 4126 Norland Avenue Burnaby, British Columbia V3G358 Canada Registration & 120987891 Transaction & 4
ent Types anouction Reaso 's Times Registrant Party ID: Entity Types Name: nendment Date: ant Types mouction Reaso	Amendment nı Regular Life Time Amended 150000519 - 1 Business Canadian Securities Registrati 08-Apr-2011 14:54:47 Amendment	Address:	Registration & 120987691 Transaction & 3 Expiry Date: 06-Jul-2019 4126 Norland Avenue Burnaby, British Columbia V3G358 Canada Registration & 120987891 Transaction & 4
ent Types ansaction Reaso to Times Registrant Party ID: Entity Types Name: nendment Dates ant Types ansaction Reaso	Amendment Regular Life Time Amended 150000519 - 1 Business Canadian Securities Registrati 08-Apr-2011 14:54:47 Amendment Regular	Address:	Registration & 120987691 Transaction & 3 Expiry Date: 05-Jul-2019 4126 Norland Avenue Burnaby, British Columbia V3G358 Canada Registration & 120967691 Transaction & 4
ent Type: ancaction Reaso le Time: Registrant Party ID: Entity Type: Name: Name: ent Type: ancaction Reaso: e Time: Registrant	Amendment ni Regular Life Time Amended 150000519 - 1 Business Canadian Securities Registrati 08-Apr-2011 14:54:47 Amendment Regular Life Time Amended 150150499 - 1	Address:	Registration & 120987891 Transaction & 3 Expiry Date: 06-Jul-2019 4126 Norland Avenue Burnaby, British Columbia V3G358 Canada Registration & 120987891 Transaction & 4

Search #: 201643348

05-Mar-2014 12:08:27



Registrant

Saskatchewan Personal Property Registry Search Result

> S4P4IG Canada

End of Search Result



Searching Party: Search Date: Search Type:

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Norton Rose Canada LLP, 05-Mar-2014 12:11:48 Standard Search #: Cilent Reference: Control #: 201643359 01124572-0584 KK/jm

Search Oritoria Search By: Business Debter Name Business Name 101033165 Saskatchawan Ltd.

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

Balacted Match Registration # Debtor Name	City
Yes Pract 120991175 101033165 SASKATCHEWAN LTD.	Regina

	Saskatchewan Personal Property Regist Search Result	ry
Registration Type: Registration Date:	Current - Exact Personal Property Security Agreement 07-Jul-2004 10:04:40	Registration #1 12099117 Expiry Data: 07-Jul-202
Event Type: Transaction Reason:	Amendment Regular	
Notationa Trust Indentures	No	
Registrant		
Entity Type: B	50150499 – 1 Addressi winess CDOUGALL GAULEY ILP	1500 - 1981 Scarth Street Regina,Seskatchewan 6474K9 Canada
Becured Party		
Them #1 1 Party ID: 11	02540460 - 2 Address	2700, 530 - 8TH AVENUE S.W.
Entity Type: B	ATIONAL BANK OF CANADA	CALGARY, Alberts T2P358 Canada
Dabtor Party	•	
* Xham #1 1	Address	203, 3035 TUTOR DRIVE
Entity Type: Bi	02645380 - 1 Usiness 01033165 SASKATCHEWAN LTD.	Regina, Sasketchewan SAW185 Canada
Genaral Property	/	
ALL OF THE DEBT	or's present and after-acquired personal property.	
Registration Type: Registration Date:	History - Setup Parsonal Property Security Agreement 07-Jul-2004 10:04:40	Transaction #1 1
	Parsonal Property Security Agreement 07-Jul-2004 10:04:40 Setup	
Registration Date:	Parsonal Property Security Agreement 07-Jul-2004 10:04:40 Setup	Transaction #1 1
Registration Data: Event Type: Transaction Reason: <u>Notations</u> Trust Indenture: Registrant	Parsonal Property Security Agreement 07-Jul-2004 10:04:40 Setup Regular No	Transaction #1 1 Expiry Data: 07-Jul-200
Registration Data: Event Type: Transaction Reason: <u>Notations</u> Trust Indenture: <u>Registrant</u> Party XD: 10	Parsonal Property Security Agreement 07-Jul-2004 10:04:40 Setup Regular No 0532598 - 3 Address	Transaction #: 1 Expiry Date: 07-Jul-200 700-2010-11TH AVENUE
Registration Data: Event Type: Transaction Reason: <u>Netations</u> Trust Indenture: Registrant Party ID: 10 Entity Type: Bu	Parsonal Property Security Agreement 07-Jul-2004 10:04:40 Setup Regular No 0532598 - 3 Address	Transaction #1 1 Expiry Data: 07-Jul-200
Registration Data: Event Type: Transaction Reason: <u>Netations</u> Trust Indenture: Registrant Party ID: 10 Entity Type: Bu	Parsonal Property Security Agreement 07-Jul-2004 10:04:40 Setup Regular No 0632598 - 3 Address	Transaction #: 1 Expiry Date: 07-Jul-200 700-2010-11TH AVENUE Regim, Saskatchewan S4P013 Canada
Registration Data: Event Type: Transaction Reason: <u>Notations</u> Trust Indenture: Registrant Party XD: 10 Entity Type: Bu Name: MC Becured Party Xtem #: 1	Parsonal Property Security Agreement 07-Jul-2004 10:04:40 Setup Regular No 0632598 - 3 Address	Transaction #: 1 Expiry Date: 07-Jul-200 700-2010-11TH AVENUE Regima, Saskatchawan S4P0JJ

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Destor Party			
Itans Ør Party ID:	L 102645360 - 1	Addressu	203, 3035 TUTOR DRIVE
Entity Type: 1	Businges 101033165 SASKATCHEWAN I	LTD.	Regine, Saskatchewan S4W185 Canada
Ganeral Proper	ty		
ALL OF THE DEE	STOR'S PRESENT AND AFTER-	ACQUIRED PERSONAL PROPERTY,	
		History - Amendment	
Imendment Pater	08-Oct-2008 09:27:39		Registration #1 120991175 Transaction #1 2
Vent Type: rensection Reason	Amendment • Regular		
Registrant			
	150150499 - 1	Address	1500 - 1881 Scerth Street
Entity Type: 1 Name: 1	MCDOUGALL GAULEY LLP		Regina, Saskatchewan S4P4K9 Canada .
Secured Party			
Action: Item #:	Update	Addresst	2700, 530 - BTH AVENUE S.W.
Party ID: Entity Type:	l 102540460 - 2 Businger National Bank of Canada		CALGARY, Alberta T2P356 Canada
		History - Amendment	
mendment Date:	03-Jun-2009 13:16:36		Registration #: 120991175 Transaction #: 3 Exptry Date: 07-Jul-2019
vent Type: ransaction Reason	Amendment Regular		
lfe Timei	Life Time Amended		
Registrant			
	50000519 - 1	Addream	4126 Norland Avenue
Entity Type: I Name: (Junness Canadian Securities Registration	on Systems	Burnaby, British Columbia V56358 Canada
		History - Amendment	
mondment Date:	08-Apr-2011 14:55:46		Registration #: 120991175 Transaction #: 4 Expiry Data: 07-Jul-2021
vent Type: ransaction Reason:	Amendmant Regular		
ife Time:	Life Time Amended		
Registrant			
Entity Type: B	50150499 - 1 usiness ICDOUGALL GAULEY LLP	Address	1500 - 1981 Scarth Street Regine, Seskatchewan
	Revolution and let LP		

Search #: 201643359

05-Mar-2014 12:13:54

Page 3



Registrant

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S4P4K9 Canada

End of Search Result

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Searching Farty: Search Data: Search Type: Norton Rose Canada LLP, 05-Mar-2014 12:16:04 Standard

Husiness Debtor Name

Search #1 Client Reference: Control #1 201643367 01124572-0584 KK/jm

Haarsh Criteria Search By: Buziners Name Viewfisid Oil & Gas Ltd.

The following list displays all matches & indicates the ones that were salected. 1 Registration(s) Found: Exects (1) - Similars (0)

Selected Mateh Registration	P Debtor Name	City	
Yes Exact 300521566	VIEWFIELD OIL & GAS LTD,	REGINA	

H	Personal Pro Search	Result	'Y
Registration Type: Registration Date:	CUrren Personal Property Security Agreement D2-Nov-2009 14:06:37	t - Exact	Registration #1 300521566 Expiry Date: 02-Nov-2021
Event Type: Transaction Resumn:	Amandment Regular		
Notations Trust Indonture:	No		
Registrant			
Entity Type: B	50150499 - 1 usiness ICDOUGALL GAULIY LLP	Addresos	1500 - 1881 Scarth Street Regina,Sasiatchewan S474K9 Canada
Secured Party			
Entity Type: B	02460890 - 3 Usiness Ational Bank of Canada	Address	2700, 530 - 6TH AVENUE S.W. CALGARY, Alberta T2P358 Canada
Debter Party			
Entity Type: Bi	50996273 - 1 Usineas IEWFIELD OIL & GAS LTD.	Addr ess ;	203, 3035 TUTOR DRIVE REGINA, Saskatchewan S4W185 Canada
General Property	1		
All of the Debtor's	s present and after-acquired personal property.	- Setup	
Registration Type: Registration Date:	Personal Property Security Agreement 02-Nov-2009 14:06:37	- .	Registration #: 300521566 Transaction #: 1 Expiry Data: 02-Nov-2014
Event Type: Transaction Reasons	Setup Regular		
<u>Notatione</u> Trust Indenture:	No		
Registrent			12
Entity Type: Bu Name: MC	0150499 - 1 Siness Dougall Gauley LLP	Addream	1500 - 1881 Scarth Street Regina, Saskatchewan SAP4K9 Canada
Secured Party			
Entity Type: Bu	2460990 - 3 Einess Tzonal Bank of Canada	Address:	2700, 530 - 8TH AVENUE S.W. CALGARY, Alberta T2P358 Canada

	p	γ	
Debtor Party			
Item #) Party ID: Antity Type: Name:	1 150996273 - 1 Business VIEWPIELD OIL & GAS LTD.	Address	209, 3095 TUTOR DRIVE REGINA, Saskatchewan S4W185 Canada
General Prope	rty		
All of the Debt	or's present and after-acquire	d panganal property.	
		History - Amendment	
Amendment Date:	08-Apr-2011 14:56:54		Registration #1 300521566 Transaction #1 2 Excity Data: 02-Nov-2021
Event Type: Transaction Reason	Amendment 11 Regular		
Life Thme:	Life Time Amended		
Registrant			
Entity Types	150150499 - 1 Burinees MCDOUGALL GAULEY LLP	Addresse	1500 - 1881 Scarth Streat Regime, Saskatchewan S4P4K9 Canada

End of Search Result

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Sourch #1 Client Reference: Control #1 201643378 D1124572-0584 KK/jm

Searching Partys Search Dates Search Types Norton Rose Canada LLP, 05-Mar-2014 12:20:13 Standard

Search Criteria Search By: Business Roma Coast Services Inc.

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Business Cebtor Nama

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

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

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II	Person	Saskatchewan al Property Regist Search Result	.
Registration Type: Registration Date: Event Type:	Curr Personal Property Security Agreen 25-Mar-2011 16/24:12 Setup	ent/Setup - Exact ^{Mant}	Registration #r 300701936 Expiry Date: 25-Mar-2021
	Regular No		
andty Type: Audi	50499 - 1 New DUGALL GAULEY LLP	Address	1500 - 1881 Scarth Streat Regine,Sasketchewan
Secured Party Xbern #: 1 Party TD: 1 Engl		Address	54P4K9 Canada
Entity Type: Busin	JRAL BANK OF CANADA JRAL BANK OF CANADA	rneus (38 3)	2700, 530 - 8 AVENUE S.W. CALGARY, Alberta T2P356 Canada
COURY TYDE! Budne	5048 - 1 58 Services Inc.		203, 3035 TUTOR DRIVE REGINA, Saskatchewan Sawins Canada
General Property			

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

End of Search Result

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I.....referred to in the This is Exhibit.... ali davit of KAREN KOUR 7 sworn before me, this 6 th MARCH, 2014 day of A COMMANSSION IN FOR TAKING AT I WAYINS EVAN COBB LGUL #55787N

February 27, 2013 Via Faceimile: +1 808.757.3003 and by Email: dwilson@coastresources.ca	NORTON ROSE FULBRIGHT Barrinders & Gutilators / Peterst & Trade-matts Agents Norton Roses Fulbright Canada LLP 400 Srd Avenue SW, Suite 3700			
	Caigary, Alberta TEP 4H2 CANADA F: +1 403.264.5973 nortonrosefulbright.com			
Coast Resources Ltd. 203 - 3035 Tutor Drive Regina, 8K 84W 185 101033165 Saskatohewan Ltd. 203 - 3035 Tutor Drive Regina, 8K 84W 185	Howard A. German, Q.C. +1 403,257,8144 howard.gorman@nortonrossfulbright.com Assistant +1 403,257.8194 reberta.savard@nortonrossfulbright.com			
Viswfield Oil & Gas Ltd. 203 - 3035 Tutor Drive Regina, SK S4W 1B5	File No: 01124572-0584 THIS '?			
Coast Services Inc. 203 - 3035 Tutor Drive Regina, SK S4W 185	Sworn before me this Day ofA.D A Co. sioner for Oaths In and to Province of Alberta			

Attention: David F. Wilson

Dear Sir:

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

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

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

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

Notion Rose Fullwight Canada LLP is a livitized Jubility partnership existilated in Canada.

ion Roze Fulbright Guessia LLP, Norten Roze Fulbright LLP, Norten Roze Fulbright Australie, Norten Roze Fulbright Bouth Athen (incorporaled as Dorzym P and LLP, and of which is a separate legal entity, are members of Norten Roze Fulbright Venic, a Detail Venic, Details of equil entity, with actual rega areasaklishight.com. Norten Roze Fulbright Venich India socialists the addition of the members but does not test ys Rolz ine) and Puth on, ore at

DODA/CALGAIN: #10640312

NORTON ROSE FULBRIGHT

February 27, 2014

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

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

As at February 26, 2014, the amount outstanding and owing to the Bank inclusive of interest was approximately CDN \$5,462,702.75, with per diem interest and costs, including legal costs, accrued and accruing thereupon.

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

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

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

Kindly govern yourself accordingly.

Yours truly, Noiton Rose Fulbright Canada LLP Howard A. Gorman, Q.C.

KDK/enclosures

Cop(y/iss) to:

National Bank of Canada, Attention: Keren Koury and Elizabeth Pineda (via email)

Norton Rose Fuibright Canada LLP, Atlention: Kyle D. Keshuba (vi a email)

and of antipation of the state
NOTICE OF INTENTION TO ENFORCE SECURITY (Subsection 244(1))

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

Take notice that:

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

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

NATIONAL, BANK OF CANADA by its solicitors and agents, Norton Risse, Fulbright Canada LLP Per: Howard A. Gorman, Q.C.

CONSENT TO MIMEDIATE ENFORCEMENT OF SECURITY

Coast Resources Ltd., 101033165 Saskatchewan Ltd., Viewfield Oli & Gas Ltd. and Coast Services inc. each hereby:

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

C/B

Per: Coast Resources Ltd. By its authorized signatory NAME: TITLE:

Per:

101033165 Saskatchewan Ltd. By its authorized signatory NAME: TITLE:

Per:

Viewfield Oli & Gas Ltd. By its authorized algnatory NAME: TITLE:

Per:

Coast Services inc. By its authorized signatory NAME: TITLE:

CALGANY: ZEEDENS

SCHEDULE "A"

- 1. a \$20,000,000 Fixed and Floating Charge Demand Debenture from Coast Resources Ltd.. ("Coast Resources") to the National Bank of Canada (the "Bank") dated July 9, 2004, as amended, supplemented and/or restated;
- a \$20,000,000 Fixed and Floating Charge Damand Debenture from 101033165 Saskatchewan Ltd. (*101*) to the Bank dated July 9, 2004, as amended, supplemented and/or restated;
- 3. a \$20,000,000 Fixed and Floating Charge Damand Debenture from Viewfield Oil & Gas Ltd. ("Viewfield") to the Bank dated November 2, 2009, as amended, supplemented and/or restated;
- a \$20,000,000 Fixed and Floating Charge Demand Debenture from Coast Services inc. to the Bank dated March 29, 2011, as amended, supplemented and/or restated;
- 5. an Unlimited Letter of Guarantee from 101 to the Bank as to Coast Resources' liabilities and obligations to the Bank dated July 9, 2004;
- an Unlimited Latter of Guarantee from Viewfield to the Bank as to Coast Resources' liabilities and obligations to the Bank dated March 29, 2011;
- an Unlimited Letter of Guarantee from Coast Services Inc. to the Bank as to Coast Resources' liabilities and obligations to the Bank dated March 29, 2011; and

.

8. further and other accurity.

This is Exhibit..... allidavit of <u>KAREN KOUR</u> sworn before me, this <u>6</u>th ayor MARCH, 2014 A COMMESSIONE II I ON TAKING ALI IDAVIIS ÉVAN CORB LSUC#55787N

				Cienk's Stamp
COURT FILE NUMBER	1401-			
COURT	COURT OF QUEEN'S BENCH OF ALBERTA			
JUDICIAL CENTRE	CALGARY			
APPLICANT	NATIONAL BANK OF CANADA			
RESPONDENTS	COAST RESOURCES LTD., 101033165 SASKATCHEWAN LTD., VIEWFIELD OIL & GAS LTD. and COAST SERVICES INC.			
DOCUMENT ADDRESS FOR SERVICE	CONSENT TO ACT AS RECEIVER			S EXHIBIT "" d to in the Affidavit of
AND CONTACT 400 3" INFORMATION OF Calgar PARTY FILING THIS Phone DOCUMENT Fax:	400 3 rd Avenu Calgary, Alber Phone:	Avenue SW, Suite 3700 , Alberta T2P 4H2		Defore me this A.D mmissioner for Oaths
	Attention: Howard A. Gorman / Kyle D. Kash howard.gorman@nortonrosefulbri kyle.kashuba@nortonrosefulbright			r the Province of Alberta uba ht.com
	File No.	01124572-0584		

I

CONSENT TO ACT AS RECEIVER

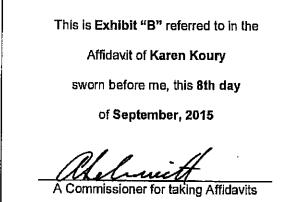
FTI Consulting Canada Inc. does hereby consent to act as receiver or receiver and manager of the Respondents, Coast Resources Ltd., 101033165 Saskatchewan Ltd., Viewfield Oil & Gas Ltd. and Coast Services Inc., if so ordered by this Honourable Court.

DATED this 4th day of March, 2014.

FTI Consulting Canada Inc.

Per:

Authorized Signatory



Form 49 [Rule 13.9]

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Clerk's Stamp

MAR 1 1 2014

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COURT FILE NUMBER

1401- 02489

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

APPLICANT NATIONAL BANK OF CANADA

CALGARY

RESPONDENTS

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

DOCUMENT

AFFIDAVIT

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

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

File No. 01124572-0584

SECOND AFFIDAVIT OF KAREN KOURY

Sworn on March 6, 2014

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

I. INTRODUCTION

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

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a. Consent to immediate enforcement (anticipated in paragraph 19 of my First Affidavit);

b. A Consent Receivership Order executed on behalf of the various Corporate Defendants; and

c. the Resignation of the Directors of the various Corporate Defendants (as anticipated in paragraph 18 of my First Affidavit).

II. CONCLUSION

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

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

A Notary Public in and for the Province of Ontario EVAN COBB. LSC.C#55787A

dent	\sum	
Karen Koury		
	()	



felephune. 300.525.720D Fux: 304.354.0590

1400 7500 Victoria Avanua Rogino, Suskutchewon - 54P 3X7 www.Sunukutharinger.com

March 6, 2014

VIA EMAIL

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

Attention: Howard Gorman, Q.C.

Dear Sirs:

Raply To: Warren N. Sproule, Q.C. Direct Line: 306.525,7208 Email: wsproule@ktllp.ce

THIS IS EXHIBIT "... referred to in the Afridavit of Bren Kovry Sworn before me this Day of March BLANDFOR THE PROVINCE OF ALBERTA Notary Rublic in ONTOTO EVAN COBB LSUC #55787N

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

Please find enclosed the following documents:

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

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

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



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

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

Yours truly, e. Warren N. Sproule, Q.C.

WNS/CSC/avf Enclosures

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CONSIENT TO IMMEDIATE ENFORCEMENT OF SEQURITY

Coast Resources Ltd., 101033186 Saskatchewan Ltd., Viewlield Oli & Gas Ltd. and Coast Services Inc. each hereby:

- (a) consent to the brunediate enforcement by the Bank as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the Bankrupicy and Inticivency Act (Canada): and
- (b) consents to the Bank's initialiate appointment of a Receiver and Manager, in accordance with the provisions of the above noted security.

Per: ... c/s Coast Resources Ltd. By its authorized signatory NAME: TITLE David F Wilson, President 1D1033185 Saskatishewan Ltd. Per: ____ c/a By its authorized signatory NAME a concept for a light a Viewfield Oil & Ges Ltd. By its authorized signatory NAME: for the second signatory ITTLE: for the second signatory Per; - de 15 . ~ Per: Coalist Services inc. c/s TITLE: Prosidat

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Clerk's Stamp

COURT FILE NUMBER	1401-		
COURT	COURT OF QUEEN'S BENCH OF ALBERTA		
JUDICIAL CENTRE	CALGARY		
APPLICANT	NATIONAL I	BANKOF	CANADA
RESPONDENTS	COAST RESOURCES LTD., 101033185 SASKATCHEWAN LTD., VIEWFIELD OIL & GAS LTD. and COAST SERVICES INC.		
Document	CONDENT F	(ECEIVER	Ship order
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Norton Rose Fulbright Canada LLP 400 3 ^{et} Avenue SW, Suite 9700 Calgary, Alberta T2P 4H2 Phone: +1 403.287.8222 Fax +1 403.284.5973		
	Attention.	howard, g	4. Gorman / Kyle D. Kashuba Jorman@nortonrosefulbright.com huba@nortonrosefulbright.com
	File No	0112457	2-0584
DATE ON WHICH ORDER WAS PRONOUNCED:		March, 2014	
NAME OF JUDGE WHO MADE THIS ORDER:		Mr./Wadam Jostice	
LOCATION OF HEARING:		Caigary, Alberta	

CONSENT RECEIVERSHIP ORDER

LIPON THE APPLIGATION of National Bank of Canada (the "Lender") in respect of Coast Resources Ltd., 101033165 Saskatchewan Ltd., Viewfield Oil & Gas Ltd and Coast Services Inc. (collectively, the "Debtor"): AND UPON reading the Application, and the Affidavit of Karen Koury dated March____2014, filed; AND UPON reading the consent of FTI Consulting Oanada Inc. to act as receiver and mattages ("Receiver") of the Debtor, filed; AND UPON noting the consent of the Debtor endotsed nereon; AND UPON the Court being satisfied that in the circumstances the mathod for service on the Debtor and on the various Interested parties is good, sufficient and should be validated; AND UPON hearing coursel for the Lender, the Debtor and the Raceiver and any other Interested parties that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1

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

CALGANT JZ6537243

APPOINTMENT

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

RECEIVER'S POWERS

- 3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard II, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable.
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and dates, including without lumitation those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or either assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debter in collecting such monies, including, without limitation, to enforce any security held by the Debter;
 - (9) to settle, extend or compromise any indebtedness owing to or by the Debtor;
 - (h) to execute, issign, issue and andorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
 - (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall evalend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that rothing in this Order shall authorize the Receiver to defend or satile the action in which this Order is made unless otherwise directed by this Court;

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- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- to sell, convey, herefer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$560,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 50(8) of the Personal Property Security Act, RSA 2000; c P-7 shall not be required

- (m) to apply far any vesting order or other orders (including without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (b) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, ficencee, approvals or permissions as may be required by any governmental authority and any renewals thareof for and on behalf of and, if thought desirable by the Receiver, in the name of the Destor;
- (d) to enter into agreements with any irustee in bankruptcy appointed in respect of the Detror, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- to exercise any shareholder, partnership, joint venture, or other rights which the Debtor may have,
- (s) upon the application of the Receiver to this Court upon notice to all affected and interested parties, and where the Court is of the opinion on the making of such an application that it is proper and in the best interests of the estate, to assign the Debtor into bankruptcy or obtain a bankruptcy order egainst the Debtor; and
- to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

-3-

FAILEN THERE

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

(i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, linns, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advisa the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

- 5 All Persons shall forthwith advise the Receiver of the existence of any books, documents, secunties, contracts, orders, corporate and accounting records, and any other papers, records and mformation of any kind related to the business or affairs of the Dabtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure,
- ₽. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettured access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the Information as the Receiver in its discretion deems expedient, and shall not atter, erate or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with Instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEETOR OR THE PROPERTY

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

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

. .

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

Nothing in this Order shall derogate from the protection afforded to the Receiver by section 14.05 of the BIA, any other applicable legislation, or the common law.

LIMITATION ON RECEIVER'S LIABILITY

18 Except for gross negligence of wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no flability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06. 81.4(6) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

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

FUNDING OF THE RECEIVERSHIP

20. The Receiver is at liberty and is hereby empowered to borrow by way of a revolving credit or otherwise from the Plaintiff, such monies from time to time as it may consider necessary or desurable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Oxfer authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the Oxfer including interim expenditures. The whole of the Property shall be and is hereby charged by way of a foxed and specific charge (the "Receiver's Berrowings Charge") as security for the payment of the monies borrowed, togetter with interest and charges thereon, in priority to all security interests, may greater, but subort/inate in priority to the Receiver's Charge and encumbratices, statutory or otherwise, m favour of any Person, but subort/inate in priority to the Receiver's Charge and the charges and the security interests of any Person, but subort/inate in priority to the Receiver's Charge and the charges and the secure of any Person, but subort/inate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the B/A.

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

ALLOCATION

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

GENERAL

- 25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 25. Notwithstanding Rule 5.11 of the Alberta Rules of Court, unless otherwise ordered by this Court, the Receiver will report to the Court from time to three, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filled by the Court Clerk notwithstanding the same not including an original signature.
- 27. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
- 26. This Court hereby requests the aid and recognition of any court, bibunal, regulatory or administrative tody having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 29. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, and including in particular the courts of the Province of Saskatchewan, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 30. The Plaintiff shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
- 31. Any interested party may apply to this Court to vary or amand this Order on not less than 7 days' notice (or such other time as the Court in its discretion may allow) to the Receiver and to any other party likely to be affected by the order sought or upon such other hotice, if any, as this Court may order.

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

Justice of the Court of Queen's Bench of Alberta

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

Per

Name: David F

Position Authorized Representative for the Respondents, Coast Resources Ltd., 191033185 Saskatchewan Ltd., Viewfield Oil & Gas Ltd. and Coast Services Inc.

Wilson

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SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO	

AMOUNT	<u>) </u>

- 1. THIS IS TO CERTIFY that FTI Consulting Canada Inc., the receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Coast Resources Ltd., 101033165 Saskabchewan Ltd., Viewfield Oil & Gas Ltd, and Coast Services Inc. (collectively, the "Debtor") appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated the ______ day of March, 2014 (the "Order") made in action number ______ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ ______, being part of the total principal sum of \$600,000 which the Receiver is authorized to borrow under and pursuant to the Order.
- 2 The principal sum evidenced by this certificate is payable on demand by the Lender with interast thereon calculated and compounded (daily) (monthly not in advance on the ______ day of each month) after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of the Bank of ______ from time to time.
- 3. Such principal sum with interest therean is, by the terms of the Order, together with the principal sums and interest thereon of all other pertificates issued by the Receiver pursuant to the Order or to any further order of the Dourt, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, end the right of the Receiver to Indemnify lisetf out of such Property in respect of its remunération and expenses.
- All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
- 5. Until all liability in respect of this cartificate has been terminated, no cartificates creating charges ranking or purporting to rank in priority to this cartificate shall be issued by the Receiver to any person other than the holder of this cartificate without the prior written constant of the holder of this cartificate
- 6. The charge securing this cartificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court
- The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of ______, 201___

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

Per:	
Name:	
Title;	

COAST RESOURCES LTD.

(called the "Corporation")

RESIGNATION

I. David F. Wilson, hereby resign as a director and offiver of the Corporation,

effective immediately.

DATED the 22 day of March, 2014.

David F. Wilson

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755 103 1944 y

COAST SERVICES INC.

(called the "Corporation")

RESIGNATION

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

D.VIFD the Day of March, 2014.

David Fennell Wilson

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DV: 11 #44.1

VIEWFIELD OIL & GAS LTD.

(called the "Corporation")

RESIGNATION

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

effective immediately.

DATED the genal day of March, 2014.

A starte the start Karen R. Wilson

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101033165 SASKATCHEWAN LTD.

(called the "Corporation")

RESIGNATION

1. David F. Wilson, hereby resign as a director and officer of the Corporation,

effective immediately.

DATED the _____ day of March, 2014.

David F. Wilson

IN REPART

101033165 Saskatchewan Ltd.

(called the "Corporation")

RESIGNATION

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

effective immediately.

DATED the $\underline{\gamma}$ day of $\beta_{12}^{2} \beta_{12}^{2}$ _____, 2014.

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John M.R. Fedirko

DM 1018964 VI

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RECEIVED OCT 2 3 2012

Writer's Direct Line (403) 294-4951

October 22, 2012

BY COURIER

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

ATTENTION: Mr. David F. Wilson President

Dear Sir:

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

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

BORROWER:	COAST RESOURCES LTD. (the "Borrower" or "Loan Party").
GUARANTORS:	101033165 SASKATCHEWAN LTD., VIEWFIELD OIL & GAS LTD., and COAST SERVICES INC. (collectively, the "Guarantor").
	The Borrower and the Guarantor are collectively referred to as "Loan Parties", and each, a "Loan Party".
LENDER:	NATIONAL BANK OF CANADA (the "Bank").
CREDIT FACILITY A:	REVOLVING OPERATING DEMAND LOAN (the "Credit Facility A").
MAXIMUM AMOUNT:	\$7,500,000.
PURPOSE:	Credit Facility A shall only be used for the Borrower's general corporate purposes including capital expenditures.
AVAILABILITY:	Prime Rate loans ("Prime Rate Loans"). Revolving in whole multiples of Cdn\$50,000.
	Letters of credit and/or letters of guarantee ("L/C/Gs") (maximum term one year). The aggregate Face Amount of L/C/Gs issued and outstanding at any time limited to \$750,000 in any currency acceptable to the Bank.
REPAYMENT:	Interest only but always subject to Availability, Review, and the Bank's right of demand.
National Bank of Canada 311 - 6 Avenue SW, Suite 1800 Calgary (Alberta) T2P 3H2	

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\bigcirc	Coast Resources Ltd. Offering Letter October 22, 2012	Page 2
	<u>INTEREST RATE</u> :	<u>Prime Rate Loans</u> The Borrower shall pay interest calculated daily and payable monthly, not in advance, on the outstanding principal amount of Prime Rate Loans drawn under the Credit Facility A at a rate per annum equal to the Prime Rate as designated from time to time by the Bank plus one and one-quarter percent (Prime Rate + 1.25% p.a.). Interest at the aforesaid rate shall be due and payable on the 26th day of each and every month until all amounts owing to the Bank are paid in full. Interest shall be paid via automatic debit to the Borrower's account at the Calgary Branch of the Bank.
		As of this date, the Bank's Prime Rate is 3.00% per annum.
	<u>Standby fee</u> :	One-quarter percent per annum (0.25% p.a.), based on a 365 or 366 day period, as the case may be, on the undrawn portion of the Credit Facility A (the "Standby Fee"), payable monthly on the first Business Day of each month.
	<u>L/C/G FEE</u> :	One and one-half percent per annum (1.50% p.a.), based on a 365 or 366 day period, as the case may be, of the issue amount, payable at issue (the "L/C/G Fee"). This non- refundable, upfront fee is to be based on the number of months the L/C/G is to be outstanding with any portion of 31 days to be considered a complete month.
	DRAWDOWN,	
	NOTIFICATION, AND CONVERSION:	All Advances under Credit Facility A may only be drawn on a day that is a Business Day.
		<u>Prime Rate Loans</u> As required.
4 3 ¹	EVIDENCE OF DEBT:	Revolving Demand Credit Agreement and the records of the Bank. Such records maintained by the Bank shall constitute in the absence of manifest error prime facie evidence of the obligations of the Borrower to the Bank in respect of Advances made. The failure by the Bank to correctly record any such amount or date shall not adversely affect the obligations of the Borrower to pay amounts due hereunder to the Bank in accordance with this Offering Letter.
<u>`</u> .	CREDIT FACILITY B:	
1	MAXIMUM AMOUNT:	ACQUISITION/DEVELOPMENT DEMAND LOAN (the "Credit Facility B"). \$2,250,000.
	DRAWDOWN AMOUNT:	\$2,000,000.
	<u>PURPOSE</u> :	Credit Facility B shall only be used by the Borrower to assist in the acquisition of producing petroleum and natural gas reserves and/or development of proved non-producing/undeveloped petroleum and natural gas reserves.
	÷ '	For the initial Drawdown Amount, to assist in development capital expenditures at Luseland, Saskatohewan.
	<u>AVAILABILITY</u> :	Prime Rate loans ("Prime Rate Loans") in Canadian dollars, available by way of multiple draws subject to prior engineering review by the Bank utilizing the Bank's normal lending parameters accorded to the proved producing petroleum and natural gas reserves being acquired and/or evidence of capital expanditures on approved development of proved non- producing/undeveloped reserves.

	Coast Resources Ltd. Offering Letter October 22, 2012	Page 3
	<u>REPAYMENT</u> :	Subject to Availability, Review, and the Bank's right of demand, monthly principal repayments over the half-life of the reserves being financed, as determined by the Bank. Repayment to commence the month following drawdown.
		For the initial Drawdown Amount, principal repayments of \$75,000/month commencing January 1, 2013.
	<u>interest rate</u> :	The Borrower shall pay interest calculated daily and payable monthly, not in advance, on the outstanding principal amount of Prime Rate Loans drawn under the Credit Facility B at a rate per annum equal to the Prime Rate as designated from time to time by the Bank plus one and three-quarters percent (Prime Rate + 1.75% p.a.). Interest at the aforesaid rate shall be due and payable on the 26th day of each and every month until all amounts owing to the Bank are paid in full. Interest shall be paid via automatic debit to the Borrower's account at the Calgary Branch of the Bank.
		As of this date, the Bank's Prime Rate is 3.00% per annum.
	<u>CREDIT FACILITY FEE</u> :	One-half percent (0.50%) on the amount of each Advance drawn on the Credit Facility B, due and payable at the commitment for such Advance. Non-refundable.
		For the initial Drawdown Amount, \$10,000 payable at drawdown commitment.
	<u>STANDBY FEE</u> :	One-quarter percent per annum (0.25% p.a.), based on a 365 or 366 day period, as the case may be, on the undrawn portion of the Credit Facility B (the "Standby Fee"), payable monthly on the first Business Day of each month.
)	CONTRACTOR DOB/PROPRING	
	CONDITIONS PRECEDENT TO FUNDING:	In addition to all other Conditions Precedent set out in this Offering Letter, prior to the initial advance under the Credit Facility B, the Borrower shall provide:
		 A Variable Rate Demand Promissory Note in the face amount of \$2,000,000 duly executed and delivered to the Bank by the Borrower; and A detailed capital expenditure budget for approved developments of proven non-
		2. At dominal depend of petroleum and natural gas reserves along with evidence of specific capital expenditures, as applicable.
	<u>CREDIT FACILITY C</u> :	MASTERCARD FACILITY (the "Credit Facility C").
	MAXIMUM AMOUNT:	\$10,000.
	<u>PURPOSE</u> :	Credit Facility C shall only be used by the Borrower to facilitate travel, entertainment, and supplier expenses for company officers.
	<u>REPAYMENT</u> :	Payment in full, monthly.
	INTEREST RATE:	Standard rates as established from time to time by MasterCard.
	<u>EVIDENCE OF DEBT</u> :	MasterCard monthly statements and the records of the Bank. Such records maintained by the Bank shall constitute in the absence of manifest error prima facie evidence of the obligations of the Borrower to the Bank in respect of Advances made. The failure by the Bank to correctly record any such amount or date shall not adversely affect the obligations of the Borrower to pay amounts due hereunder to the Bank in accordance with this

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	RISK MANAGEMENT FACILITY (the "Risk Management Facility")
PURPOSE:	Risk Management Facility shall be used by the Borrower for Financial Instruments.
AVAILABILITY:	Various Financial Instruments. Maximum term 26 months. Subject to Bank availability and including a cross default limit of \$300,000.
SETTLEMENT:	Settlement as per contract maturities.
EVIDENCE OF USAGE:	Executed treasury contracts, executed ISDA Master Agreement with appropriate annexes, other documentation acceptable to the Bank, and the records of the Bank. Such records maintained by the Bank shall constitute in the absence of manifest error prima facie evidence of the obligations of the Borrower to the Bank in respect of Advances made. The failure by the Bank to correctly record any such amount or date shall not adversaly affect the obligations of the Borrower to pay amounts due hereunder to the Bank in accordance with this Offering Letter.
	FOR ALL CREDIT FACILITIES
<u>DEFINITIONS</u> :	In this Offering Letter, including the Appendices hereto and in all notices given pursuant to this Offering Letter, capitalized words and phrases shall have the meanings given to them in this Offering Letter in their proper context, and words and phrases not otherwise defined in this Offering Letter but defined in Appendix C to this Offering Letter shall have the meanings given to them in Appendix C to this Offering Letter.
<u>INTERPRETATION</u> :	In this Offering Letter, unless otherwise specifically provided, words importing the singular will include the plural and vice versa, words importing gender shall include the masculine, the feminine and the neuter, and "in writing" or "written" includes printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception, including by facsimile.
<u>FEES</u> :	\$18,375 payable upon provision of this Offering Letter. Non-refundable. This fee includes the Bank's engineering expenses incurred for this Review. This fee is in addition to and not in substitution for any other fees due and payable under this Offering Letter.
<u>SECURITY</u> :	The following security shall be completed, duly executed, delivered, and registered, where necessary, to the entire satisfaction of the Bank and its counsel. All present and future security (the "Security") and the terms thereof shall be held by the Bank as continuing security for all present and future debts, obligations and liabilities (whether direct or indirect, absolute or contingent) of the Loan Parties to the Bank including without limitation for the repayment of all loans and advances made hereunder and for other loans and advances that may be made from time to time in the future whether hereunder or otherwise. For greater certainty, all Financial Instruments, including without limitation swaps and forwards, entered into at any time with the Bank (or any of its subsidiaries or affiliates from time to time) are deemed to be debts, obligations and liabilities of the Borrower and are secured by the Security on a part passu basis and shall rank part passu with all other indebtedness under the Credit Facilities. Where applicable, the Security will be in the Bank's standard form.
	Held:

1. Accepted Offering Letter dated November 8, 2011.

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2. Accepted Amending Offering Letter dated February 27, 2012.

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

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

To Be Obtained:

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

REPRESENTATIONS AND WARRANTIES:

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

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



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

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

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

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

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

The Borrower shall submit to the Bank:

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

CONDITIONS PRECEDENT:

REPORTING REQUIREMENTS:



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

AFFIRMATIVE COVENANTS:

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

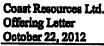
- Carry on business and operate its petroleum and natural gas reserves in accordance with good practices consistent with accepted industry standards and pursuant to applicable agreements, regulations, and laws.
- 2. Maintain its corporate existence and comply with all applicable laws.
- 3. Pay, when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

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

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

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

NEGATIVE <u>COVENANTS</u>:



ENVIRONMENTAL OBLIGATIONS:

- 9. Make any material change in the nature of its business as carried on at the date hereof.
- 10. Utilize Advances to finance a hostile takeover.
- 11. Move its property, assets or undertaking outside the jurisdictions in which the Security is registered.
- 12. Move its chief executive office from Saskatchewan.
- 13. Create, acquire or suffer to exist any subsidiary unless such subsidiary provides a guarantee and such other Security required by the Bank, in its sole discretion.
- 14. Experience a change in its executive management which, in the opinion of the Bank, acting in its sole discretion, has or may have a Material Adverse Effect.
- Each Loan Party shall comply with the requirements of all legislative and regulatory environmental provisions (the "Environmental Requirements") and shall at all times maintain the authorizations, permits, and certificates required under these provisions.
- 2. Each Loan Party shall immediately notify the Bank in the event a contaminant spill or emission occurs or is discovered with respect to its property, operations, or those of any neighbouring property. In addition, it shall report to the Bank forthwith any notice, order, decree, or fine that it may receive or be ordered to pay with respect to the Environmental Requirements relating to its business or property.
- 3. At the request of and in accordance with the conditions set forth by the Bank, each Loan Party shall, at its own cost, provide any information or document which the Bank may require with respect to its environmental situation, including any study or report prepared by a firm acceptable to the Bank. In the event that such studies or reports reveal that any Environmental Requirements are not being respected, the applicable Loan Party shall effect the necessary work to ensure that its business and property comply with the Environmental Requirements within a period acceptable to the Bank.
- 4. Each Loan Party undertakes to indemnify the Bank for any damage which the Bank may suffer or any liability which it may incur as a result of any non-compliance with the Environmental Requirements.
- 5. The provisions, undertakings, and indemnification set out in this section shall survive the satisfaction and release of the Security and payment and satisfaction of the indebtedness and liability of the Borrower to the Bank pursuant to the terms hereof.
- EVENTS OF DEFAULT:

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

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

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

INTEREST ON OVERDUE AMOUNTS:

COSTS:

CHANGE OF LAWS:

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

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

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

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

cause the Bank to:

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

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

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•	CURRENT ACCOUNTS:	Each Loan Party shall maintain its current accounts at the Calgary Branch of the Bank through which it shall conduct all of its banking activities. Regular Bank service charges shall apply in the day-to-day operations of each Loan Party's accounts.
	FOREIGN EXCHANGE	
	FLUCTUATIONS:	If the amount of outstanding Advances under any Credit Facility is on any day, due to exchange rate fluctuations, in excess of the maximum amount with respect to such Credit Facility, the Borrower shall within five (5) Business Days after receiving notice thereof repay such excess or otherwise reduce a portion of such Advances under the particular Credit Facility to the extent of the amount of the excess.
	GENERAL:	Time is of the essence.
		The terms and conditions of this Offering Letter between the Bank and each Loan Party are confidential and shall be treated accordingly.
		Each Loan Party shall do all things and execute all documents deemed necessary or appropriate by the Bank for the purposes of giving full force and effect to the terms, conditions, undertakings, and security granted or to be granted hereunder.
		When a conflict or inconsistency exists between the Security and this Offering Letter, this Offering Letter shall govern to the extent necessary to remove such conflict or inconsistency. Notwithstanding the foregoing, if there is any right or remedy of the Bank set out in any of the Security or any part of which is not set out or provided for in this Offering Letter, such additional right shall not constitute a conflict or inconsistency.
1	ACCOUNT DEBITS:	Each Loan Party hereby irrevocably authorizes the Bank to debit periodically or from time to time, any bank account it may maintain at the Bank in order to pay all or part of the amounts any Loan Party may owe to the Bank hereunder.
	PERSONAL PROPERTY SECURITY ACT (ALBERTA) <u>REQUIREMENTS</u> :	Each Loan Party hereby waives the requirement for the Bank to provide copies of Personal Property Security Act (Alberta) (collectively with the equivalent legislation in other jurisdictions, the "PPSA") registrations, varification statements, or financing statements undertaken by the Bank.
		Each Loan Party hereby agrees to provide to the Bank written notice of a change in its name or address immediately.
	ASSIGNMENT:	No rights or obligations of any Loan Party hereunder and no amount of the Credit Facilities may be transferred or assigned by any Loan Party, any such transfer or assignment being null and void insofar as the Bank is concerned and rendering any balance then outstanding of the loan immediately due and payable at the option of the Bank and releasing the Bank from any and all obligations of making any further advances hereunder.
	DEMAND:	Notwithstanding any of the terms of this Offering Letter, all obligations of any Loan Party hereunder are repayable to the Bank at any time upon its demand.
	<u>ADJUSTMENTS</u> :	Notwithstanding any maximum amount, Availability, Reduction Amount, Pricing Grid, interest rate, margin calculation, Applicable Margin, Standby Fee, Stamping Fee, L/C/G Fee or other fee quoted herein, the Bank shall have the right to adjust such maximum amount, Availability, Reduction Amount, Pricing Grid, interest rate, margin calculation, Applicable Margin, Standby Fee, Stamping Fee, L/C/G Fee or other fee, at the Bank's sole discretion.

NO OBLIGATION:

JOINT AND SEVERAL LIABILITY/ SOLIDARITY:

ACCESS TO INFORMATION:

ANTI-MONEY LAUNDERING LEGISLATION:

NOTICE:

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

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

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

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

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

AUTHORIZATION REGARDING INSTRUCTIONS SENT ELECTRONICALLY:

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





issuing drafts or certified cheques or for any other purpose. Moreover, the Bank will not be held liable for any frees or delays which may be caused when an instruction is sent whether due to a technical problem attributable to the systems in use at the Bank or otherwise. **PAYMENTS:** Unless otherwise indicated herein, the obligation of each Loan Party to make all payments under this Offering Letter and the Security shall be absolute and unconditional and shall not be limited or affected by any circumstance, including, without limitation: 1. Any set-off, compensation, counterclaim, recoupment, defence or other right which such Loan Party may have against the Bank of anyone else for any reason whatsoever; or Any insolvency, bankruptcy, reorganization or similar proceedings by or against such 2. Loan Party. All payments to be made under this Offering Letter shall be made in Canadian Dollars. All payments made under this Offering Letter shall be made on or prior to 1:00 p.m. Mountain Time on the day such payment is due. Any payment received after 1:00 p.m. Mountain Time shall be deemed to have been received on the following day. Whenever a payment is due on a day which is not a Business Day, such due day shall be extended to the next Business Day and such extension of time shall be included in the computation of any interest payable. SET-OFF: The Bank shall have the right to set-off and apply any fimds of any Loan Party deposited with or held by the Bank from time to time, and any other indebtedness owing to any Loan Party by the Bank, against any of the amounts outstanding under this Offering Letter from time to time. JUDGMENT CURRENCY: If for the purpose of obtaining judgment in any court in any jurisdiction with respect to this Offering Letter it is necessary to convert into the currency of such jurisdiction (the "Judgment Currency") any amount due hereunder in any currency other than the Judgment Currency, then such conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose, rate of exchange means the rate at which the Bank would, on the relevant day, be prepared to sell a similar amount of such currency against the Judgment Currency. **RIGHTS AND REMEDIES** CUMULATIVE: The rights, remedies and powers of the Bank under this Offering Letter, the Security, at law and in equity are cumulative and not alternative and are not in substitution for any other remedies, rights or powers of the Bank, and no delay or omission in exercise of any such right, remedy or power shall exhaust such rights, remedies and powers to be construed as a waiver of any of them. WAIVERS AND AMENDMENTS: No term, provision or condition of this Offering Letter or any of the Security, may be waived, varied or amended unless in writing and signed by a duly authorized officer of the Bank. INTEREST ACT (CANADA): Any interest rate set forth in this Offering Letter based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such interest rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based. The Borrower hereby waives, to the fullest extent it may do so under law, any

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

GAAP / IFRS:

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

<u>GOVERNING LAW</u>: This Offering Letter shall be construed and governed in accordance with the laws of the Province of Alberta. Each Loan Party irrevocably and unconditionally attorns to the nonexclusive jurisdiction of the courts of the Province of Alberta and all courts competent to hear appeals therefrom.

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

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



REVIEW:

EXPIRY DATE:

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

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

Yours truly,

NATIONAL BANK OF CANADA

Gulilki

Erin R. Welte Director Energy Group

Forsyth

Managing Director Energy Group

PADete/CLIENTEVIZA - Webs EVCs an Luitedelana sino 1012 000 AGREED AND ACCEPTED this Z day of 2012.

COAST RESOURCES LTD.

Per:

Per:

101033165 SASKATCHEWAN LTD., RS Guarantor

Per Per:

VIEWFIELD OIL & GAS LTD., as Guarantor

Per:

Per:_

Per:

COAST SERVICES INC., as Guarantor
Per:

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APPENDIX A

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



Coast Resources Ltd.
Offering Letter
October 22, 2012

APPENDIX B

COMPLIANCE CERTIFICATE

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

I	_, of the City of	, in the Province of	, hereby certify
as at the date of this Certificate as follow	11/11 *		

1. I am the ______ of ______ (the "Borrower") and I am authorized to provide this Certificate to you for and on behalf of the Borrower;

2. This Certificate applies to the fiscal quarter ended ________

- 4. As of the date hereof, the Borrower confirms that all of its subsidiaries (if any) are Loan Parties.
- 5. The representations and warranties set forth in the Offering Letter are in all material respects true and correct on the date hereof;
- 6. No Default or Event of Default has occurred and is continuing of which we are aware;
- 7. As required, I have calculated the Adjusted Working Capital Ratio for the fiscal quarter ended as follows:

_____: 1.00; and

8. All relevant calculations and financial statements are attached.

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

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

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

Yours truly,

COAST RESOURCES LTD.

Per:

Name: Title:



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Coast Resources Ltd. Offering Letter October 22, 2012

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COAST RESOURCES LTD.

COMPLIANCE CERTIFICATE

Calculation of Adjusted Working Capital Ratio

Current Assets

Current assets	\$
Less: Unrealized Hedging Gains	()
Add: Undrawn Availability under Credit Facility A	<u>\$(A)</u>
Current Liabilities	
Current liabilities	\$
Less: Unrealized Hedging Losses	()
Less: Current Portion of Bank Debt	<u>\$(B)</u>

Adjusted Working Capital Ratio calculated as follows:

<u>_А</u> В -

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<u>APPENDIX C</u>

DEFINITIONS

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

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

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

"Appendix" means an appendix to the Offering Letter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

(h) the Security;

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

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

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

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

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

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

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

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

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

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

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

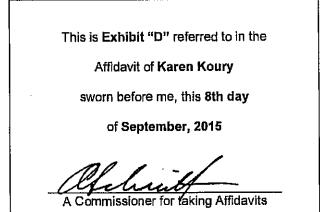
"Voting Shares" means:

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

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

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

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





Writer's Direct Line (403) 294-4951

June 19, 2013

BY COURIER

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

ATTENTION: Mr. David F. Wilson President

Dear Sir:

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

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

BORROWER:	COAST RESOURCES LTD. (the "Borrower").		
GUARANTORS:	101033165 SASKATCHEWAN LTD., VIEWFIELD OIL & GAS LTD. and COAST SERVICES INC. (collectively, the "Guarantor").		
	The Borrower and the Guarantor are collectively referred to as "Loan Parties", and each, a "Loan Party".		
<u>LENDER</u> :	NATIONAL BANK OF CANADA (the "Bank").		
CREDIT FACILITY A:	REVOLVING REDUCING OPERATING DEMAND LOAN (the "Credit Facility A").		
MAXIMUM AMOUNT:	\$8,200,000.		
<u>PURPOSE</u> :	Credit Facility A shall only be used for the Borrower's general corporate purposes including capital expenditures and to pay out existing Advances on the Credit Facility B.		
AVAILABILITY:	Prime Rate loans ("Prime Rate Loans"). Revolving in whole multiples of Cdn\$50,000.		

National Bank of Canada 311 - 6 Avenue SW, Suite 1800 Calgary (Alberta) T2P 3H2 2

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

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

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

INTEREST RATE: Prime Rate Loans

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

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

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

STANDBY FEE:

REPAYMENT:

L/C/G FEE:

Fee"), payable monthly on the first Business Day of each month. One and one-half of one percent per annum (1.50% p.a.), based on a 365 or 366 day period, as the case may be, of the issue amount, payable at issue (the "L/C/G Fee").

This non-refundable, upfront fee is to be based on the number of months the L/C/G is to be outstanding with any portion of 31 days to be considered a complete month.

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

MAXIMUM AMOUNT:

FOR ALL CREDIT FACILITIES

\$0

INTERPRETATION:

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

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

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

To Be Obtained:

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

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

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

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

The Borrower shall submit to the Bank;

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

REPORTING REQUIREMENTS:

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

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

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

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

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

Yours truly,

NATIONAL BANK OF CANADA

Erin R. Welte Director Energy Group

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Managing Director Energy Group

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AGREED AND ACCEPTED this 2 day of June , 2013

COAST RESOURCES LTD.

-Per:

Per:_

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101033165 SASKATCHEWAN LTD., as Guarantor

Per: Ŷ

Per:_

Per:

VIEWFIELD OIL & GAS LTD., as Guarantor

Per: an Peri

COAST SERVICES INC., as Guarantor

Per: **N**O 2



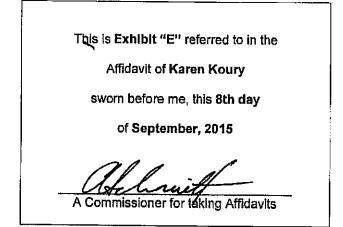
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APPENDIX A

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

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Saskatchewan Personal Property Registry Search Result

Searching Party: Search Date: Search: Type:

Norton Rose Canada LLP, 09-Mar-2014 12:06:58 Standard

Search #: Client Reference: Control #:

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2016433+8 01124572-0584 KK/jih

Search Criteria Search By: Subbidii Name Coast Resources Ltd.

Business Debtor Name

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

Sulaat	ed Match Registration	# Dabter Name	City
144	Exact 120987891	COAST RESOURCES LID.	Regina
No	Similar100099490	QUE WEST RESOURCES LTD	Calgary
No	Similar100153171	QUE WEST RESOURCES LTD	Calgary
No	Simila 100294862	QUE WEST RESOURCES LTD	Celgary
No	5imilar100294870	QUE WEST RESOURCES LTD	Celgary
No	Similar 100294888	QUE WEST RESOURCES LTD	Calgaty
No	Similar100294896	QUE WEST RESOURCES LTD	Calgary

(I)
\checkmark

Saskatchewan

Personal Property Registry Search Result

Current - Exact Registration #: 120987891 Expiry Date: 05-Jul-2021 Registration Type: Registration Date: Personal Property Security Agreement 06-Jul-2004 13:40:06 06-Jul-2021 Amendment Regular Rvent Type: Transaction Reasons <u>Mointiann</u> Trust Industure: No Registrent Party ID: 150150499 - 1 Entity Type: Business Name: MCDOUGALL GAULEY LLP 1500 - 1881 Scarth Street Address Regina, Seskatchewan \$494K9 Cenada Secured Party Xtem #1 1 Party ID: 102460890 - 3 Entity Type: Business Name: NATIONAL BANK OF CANADA Address 2700, 530 - 8TH AVENUE S.W. CALGARY, Alberta T2P358 Canada Debtor Party 203, 3035 TUTOR DRIVE Address *Xtem #1 102644966 - 1 Party ID: 102644966 - 1 Entity Type: Business Name: COAST RESOURCES LTD. Regina, Saskatchewan -S4W185 Canada **General Property** ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. **History - Setup** Personal Property Security Agreement 06-Jul-2004 13:40:06 Registration #: 120987891 Transaction #: 1 Expiry Data: 06-Jul-2009 Registration Type: Registration Date: Expiry Dates Event Type: Setup Transaction Reason: Regular <u>Notations</u> Trust Indenture: No Registrant Party ID: 100832598 - 3 Entity Type: Business Name: MCDOUGALL GAULEY 700-2010-11TH AVENUE Address Regina, Saskatchewan 54P015 Canada Secured Party 600, 407 - 8TH AVENUE 5.W. Address Xtem #1 Party ID: Entity Type: Nume: 102460890 - 1 Calgary, Alberta T2P1E5 Business NATIONAL BANK OF CANADA Omada

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Saskatchewan Personal Property Registry Search Result

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Itom #1	1	A	ddressa	203, 3035 TUTOR DRIVE	
Fairly 401 Entity Type: Name:	1 102644966 - 1 Budiyans COAST RESOURCES LTD.			Regine, Saukstchewan 54W125 Canada	
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Item #1 Party XD1 Entity Type: Nume:	1 102460890 - 3	: ::		CALGARY, Alberta T2P358 Canada	
		History - Amendr	nont		
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Event Type: Transaction Reaso	Amandmant n: Regular				
Life Time:	Life Time Amended		35		
Registrant					
Party ID:	150000519 - 1	Ā	ldrean	4125 Norland Avanue	
Entity Type: Name:	Businass Canadian Securities Registratio	on Systems		Burnaby, British Columbia VSG358 Canada	
		History - Amendr	nent		
Amendment Date:	08-Apr-2011 14:54:47			Registration #: Transaction #: Expiry Data:	
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Life Time:	Life Time Amended				
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Entity Type: Name:	Business MCDOUGALL GAULEY LLP			Regine, Sesketchewan	

Search #: 201643348

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Saskatchewan Personal Property Registry Search Result

S4P4K9 Canada

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End of Search Result

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Saskatchewan Personal Property Registry Search Result

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

Goarch #1 Client Rafarancas Control #1

201643359 01124572-0584 KK/jm

Search Gritaria Search Byr Budice Budices Name 101033165 Saskstchevan Lid. **Business Debtor Name**

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

Selected	Match Registration 4	Dobter Name	City
Yes	Pract 120991175	101033165 SASKATCHEWAN LTD.	Regins

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II	Para	Saskatchew onal Property Search Res	Registr	Ŷ
Registration Type Registration Date	Parsonal Property Security Ag 3 07-Jul-2004 10:04:40	Current - Ex reamant	act	Registration Ø: 120991175 Rapiry Date: 07-Jul-2021
Event Type: Transaction Reas	Amendment on Regular			
<u>Notations</u> Trust Indenture:	No			
Registrant				
Party ID: Entity Type: Nume:	155150499 - 1 Budnass MCDOUGALL GAULEY LLP		Address	1500 - 1881 Scarth Street Regine,Saskatchewan S4P4K9 Canada
Secured Party	1			
Ibent #r Party ID:	1 102540460 - 2		Addreses	2700, 530 - BTH AVENUE S.W.
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Debtor Party	•			
* Xbam #:	1	3	Address:	203, 3035 TUTOR DRIVE
Purty XD: Entity Type: Name:	102645380 - 1 Businer 101033165 Saskatchewan LTD.	9		Regina, Sesketchewan 54W185 Canada
General Propa	rty	2 - P		1 ×
ALL OF THE DE	BTOR'S PRESENT AND AFTER-ACQU	lired Personal Prope	RTY.	
Registration Type:	Personal Property Security Agre	History - Set	up	Repistration #: 120991175
Registration Date:	07-Jul-2004 10:04:40			Transaction #: 1 Expiry Date: 07-Jul-2009
Event Type: Transaction Resou	Setup 11 Regular			
<u>Notations</u> Trust Indenture:	No			
Registrant	NO			
	100832598 - 3		Lidreon	700-2010-11TH AVENUE
Entity Type:		•		Regina, Saskatchawan S4P0:3 Canada
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Saskatchewan Personal Property Registry Search Result

Item #1		Address	203, 3035 TUTOR DRIVE
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all of the dee	itor's present and apter-	acquired Personal Property.	
· · · · · · · · · · · · · · · · · · ·		History - Amendment	Registration #r 120991175
mondment Data:	08-0cb-2008 09:27:39		Transaction #: 2
vent Type: reneaction Reason:	Amendmant : Regular		
Registrant			
	150150499 - 1 Justania	Address	1500 - 1881 Scarth Street
Entity Type: E Name: N	MCDOUGALL GAULEY LLP		Regina, Saakatchowan 54P4K9 Canada
Secured Party			
Action: U	Jpdata	Addressi	2700, 530 - 6TH AVENUE S.W.
Party ID: 1 Entity Type: B	lo2540460 - 2 Kusinees IATIONAL BANK OF CANADA		CALGARY, Albarta T2P358 Canada
		History - Amendment	
mendment Date:	03-Jun-2009 13:16:36	-	Registration #: 120991175 Transaction #: 3 Expiry Data: 07-Jul-2019
vent Type: ransaction Reason:	Amandment Regular		
ife Timei	Life Time Amended		
Registrant			
	50000519 - 1	Address;	4126 Norland Avenue
Entity Type: B Name: C	usiness anadian Sacurities Registratio	on Systems	Burneby, British Columbia V56358 Canada
		History - Amendment	
mendment Date:	08-Apr-2011 14:55:46	•	Registration #: 120991175 Transaction #: 4 Expiry Data: 07-Jul-2021
vent Type: ransaction Reason:	Amendment Regular		
fe Times	Life Time Amended		
Registrant			0
	50150499 - 1	Addressi	1500 - 1981 Scenth Street
Entity Type: Bi Name: M	CDOUGALL GAULEY LLP		Regina, Saskatchewan

Search #: 201643359

05-Mar-2014 12:13:54

Page 3



Registrant

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Saskatchewan Personal Property Registry Search Result

> S4P4K9 Canada

End of Search Result

Search #: 201643359



Saskatchewan Personal Property Registry Search Result

Searching Party: Search Date: Search Type: Norton Rosa Canada LLP, 05-Mer-2014 12:16:04 Standard Search #: Client Reference: Control #: 201643367 01124572-0584 KK/jm

Ganesh Cellarin Search By: B Budiness Namo Viewfield Oli 8, Gas Ltd.

Business Debtor Nama

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

Selected MatchRegistration #	Debtor Name	City
Yes Plact 300521565	VIEWFIELD OIL & GAS LTD,	REGINA

E	Persona	skatchewan I Property Regisi aarch Result	ry
Registration Typ Registration Dat	81 Personal Property Security Apreema	i rrent - Exact *	Registration #1 300521566 Expiry Date: 02-Nov-2021
Event Type: Transaction Read	Amendment Ioni Regular		
<u>Netationa</u> Trust Indenture:	No		
Registrant			
Perty 10: Entity Type Name:	MCDOUGALL GAULRY LLP	Address	1500 - 1881 Scarth Street Regina,Saakatchewan S4P4Ka Cenada
Secured Pari	Y		
Item #: Party ID:	1 102460890 - 3	Address	2700, 530 - 5TH AVENUE S.W.
Entity Type Name:	i Blistrand Natzonal Bank of Canada		CALGARY, Albart a T2P358 Cenada
Debtor Party			
* Item fr Party ID; Entity Type: Name:	1 150996273 - 1 Business Viewfield OIL & GAS LTD.	Address	203, 3035 TUTOR DRIVE NEGINA, Basketchewan S4W185 Canada
General Prop	erty		
All of the Debt	or's present and after-acquired personal pro		
Registration Type: Registration Date:	Paraonal Property Security Agreement	ory - Setup	Registration #: 300521566 Transaction #: 1 Expiry Data: 02-Nov-2014
Event Type: Transaction Recon	Setup ni Regular		
<u>Notations</u> Trust Indenture:	No		
Registrent			
Entity Type:	150150499 - 1 Business MCDOUGALL GAULEY LLP	Address	1500 - 1881 Scarth Street Regina, Saskatchewan
Secured Party			S4P4K9 Canada
Party ID; Entity Type:	l 102460890 - 3 Business National Bank of Canada		2700, 530 - 8TH AVENUE S.W. CALGARY, Alberta T2P358 Canada

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Seskatchewan Personal Property Registry Search Result

Debtor Party

item (†) Party XD; Entity Type: Neme:	1 155995273 - 1 Business VIEWPIELD OIL & GAS LTD.	Addressor	203, 3035 TUTCR DRIVE REGINA, Baskstchewan \$4W185 Canada
General Prope	rty	atove Al	
All of the Debts	or's present and after-acquire	d pansonal property,	
	8	History - Amendment	
Amendment Date:	08-Apr-2011 14:56:54		Registration #1 300521566 Transaction #1 2
Event Type: Transaction Reason	Amendment Regular		Expiry Date: 02-Nov-2021
Life Time:	Life Time Amended		
Registrant			
Entity Type:	150150499 - 1 Business	Addrouw	1500 - 1961 Scarth Streat
Mannes	NCDOUGALL GAULEY 11P		Regina, Saskatchewan S4P4K9 Canada

End of Search Result

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Saskatchewan Personal Property Registry Search Result

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

Gearch #1 Client References Control #1 201643378 01124572-0584 KK/jm

<u>Search Criteria</u> Search By: Businosis Nama Coast Services Inc.

Sudness Debtor Neme

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

Selected Hatch Rogistration # Dabter Name		tion # Dabter Name	City
Yes	Exact 3007019	6 COAST SERVICES INC.	REGINA
No	Similari 010150	33 CAST (1983) LTD	
No	Similar 1010150	91 CAST (1983) LTD	

IT	Pe	Saskatchev Fsonal Property Search Rea	Regist	ry
Registration Type: Registration Data: Event Type: Transaction Reason:	Penconal Property Security 25-Mar-2011 16:24:12 Setup Repular	Current/Setup Agreement	- Exact	Registration #r 300701936 Expiry Date: 25-Mar-2021
<u>Helations</u> Trust Indexture: Registrant	Na			
POTTY TYDE: Bue	150499 - 1 Inter DOUGALI, GAULEY LLP		Addreau	1500 - 1881 Scarth Straet Regina, Saslatchewen S4P4K9 Canada
Names NATZ	901013 - 1 Name Yonal Bank of Canada			2700, 530 - 8 AVENUE S.W. CALGARY, Alberta 122388 Canada
HARLY LYDEL BUILD	95048 - 1 Rea T SERVICES INC.	A	R	03, 3035 TUTOR DRIVE EGINA, Saskatchewan W185 Sanka
All of the Debted				anada

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

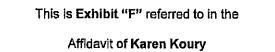
End of Search Result

Search #: 201643378

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05-Mar-2014 12:22:24



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sworn before me, this 8th day

of September, 2015

A Commissioner for taking Affidavits

03-Mar-2014 SEARCH REPORT SASKATCHEWAN MINISTRY OF THE ECONOMY DISPOSITION NO: PN19211 PAGE: 1 2101 SCARTH ST. REGINA, SASKATCHEWAN S4P2H9 DISPOSITION TYPE: P & NG LEASE OWNER INFORMATION: ------NORTHERN BLIZZARD RESOURCES INC. 100.00008 RIGHTS/LAND DESCRIPTION: ------PNG FROM SURFACE TO BASE BAKKEN FORMATION IN THE FOLLOWING LANDS: 01 29 35 25 3 (40.00) PNG FROM SURFACE TO BASE MANNVILLE GROUP IN THE FOLLOWING LANDS: 13 16 35 25 3 (40.00) 09 20 35 25 3 (40.00) NOTE: NUMBERS IN BRACKETS ARE IN ACRES TOTAL HECTARES IN DISPOSITION: 48.56 DISPOSITION INFORMATION: ----PARCEL ORIGIN: SHOP EFFECTIVE DATE: 25-Jan-1984 EXPIRY DATE: 31-Mar-2014 TERM: 5 YEAR RENTAL RATE: \$3.50 DISPOSITION STATUS: TO BE CONTINUED ------THIS DISPOSITION IS SUBJECT TO THE FOLLOWING ENCUMBRANCES: REGISTERED 14-Feb-2014 AS DOCUMENT NO 79766 SECURITY NOTICE BY COAST RESOURCES LTD TO NATIONAL BANK OF CANADA C/O MCDOUGALL GAULEY LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN S4P 4K9. ATTENTION: DAN G. MORRIS. FILE NUMBER 400763-448 DGM. A SPECIFIED INTEREST IN THE DISPOSITION. **REMARKS**:

RECEIPT DATE OF DOCUMENTS REGISTERED TODAY: 07-Feb-2014.

THE ABOVE REPRESENTS THIS DISPOSITION'S STATUS NOTWITHSTANDING PENDING REGISTRATIONS AT REGINA, SASKATCHEWAN THIS 03-Mar-2014.

MINISTRY OF THE ECONOMY, PROVINCE OF SASKATCHEWAN

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SEARCH REPORT

DISPOSITION NO: PN19211

argaret Aperkoen Petroleum Lands

PLEASE NOTE:

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EVERY PERSON WHO REQUESTS A SEARCH REPORT PURSUANT TO SECTION 84 OF THE PETROLEUM AND NATURAL GAS REGULATIONS, 1968 IS DEEMED TO HAVE AGREED TO THE FOLLOWING CONDITIONS RESPECTING THE SEARCH OR SEARCH REPORT.

(A) THAT THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY ERROR OR OMISSION IN THE SEARCH OR SEARCH REPORT.

IBI THAT ANY PERSON REQUESTING MAKING USE OF OR RELYING ON A SEARCH REPORT RELEASES THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER,

FOR THE PURPOSE OF COMPLETING THE CHAIN OF OWNERSHIP ON THE PETROLEUM LANDS REGISTRY INVOLVING A CHANGE IN NAME, THE SOURCE DOCUMENT FOR CHANGING THE NAME ON THE DISPOSITION WILL BE A CERTIFICATE ISSUED BY THE APPROPRIATE DEFICIAL RESPONSIBLE FOR THE INCORPORATION OF CORPORATIONS FOR THE JURISDICTION IN WHICH THE CORPORATION HAS BEEN INCORPORATED OR WHERE THE CORPORATION IS REGISTERED IN SASKATCHEWAN, THE DIRECTOR UNDER THE BUSINESS CORPORATIONS ACT. SASKATCHEWAN MINISTRY OF THE ECONOMY DISPOSITION NO: PN53920 PAGE: 1 2101 SCARTH ST. REGINA, SASKATCHEWAN S4P2H9 DISPOSITION TYPE: P & NG LEASE OWNER INFORMATION: _____ 20.00008 RED RIVER RESOURCES LTD COAST RESOURCES LTD 80.00008 RIGHTS/LAND DESCRIPTION: ------PNG FROM SURFACE TO BASE BAKKEN FORMATION IN THE FOLLOWING LANDS: 22 35 25 3 (644.00) NOTE: NUMBERS IN BRACKETS ARE IN ACRES TOTAL HECTARES IN DISPOSITION: 260.62 **DISPOSITION INFORMATION:** _____ PARCEL ORIGIN: 298-318 EFFECTIVE DATE: 13-Apr-2004 EXPIRY DATE: 31-Mar-2014 TERM: 5 YEAR RENTAL RATE: \$3.50 DISPOSITION STATUS: TO BE CONTINUED ------THIS DISPOSITION IS SUBJECT TO THE FOLLOWING ENCUMBRANCES: REGISTERED 14-Feb-2014 AS DOCUMENT NO 79765 SECURITY NOTICE BY VIEWFIELD OIL & GAS LTD. TO NATIONAL BANK OF CANADA C/O MCDOUGALL GAULEY LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN S4P 4K9 ATTENTION: DAN G. MORRIS FILE NUMBER 400763-448 DGM. A SPECIFIED INTEREST IN THE DISPOSITION. REGISTERED 14-Feb-2014 AS DOCUMENT NO 79766 SECURITY NOTICE BY COAST RESOURCES LTD TO NATIONAL BANK OF CANADA C/O MCDOUGALL GAULEY LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN S4P 4K9. ATTENTION: DAN G. MORRIS. FILE NUMBER 400763-448 DGM. A SPECIFIED INTEREST IN THE DISPOSITION. REGISTERED 14-Feb-2014 AS DOCUMENT NO 79767 SECURITY NOTICE BY COAST SERVICES INC. TO NATIONAL BANK OF CANADA C/O MCDOUGALL GAULEY LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN S4P 4K9. ATTENTION: DAN G. MORRIS. FILE NUMBER 400763-448 DGM. A SPECIFIED INTEREST IN THE DISPOSITION. THIS DISPOSITION IS SUBJECT TO THE FOLLOWING RECORDED DOCUMENTS:

SEARCH REPORT

03-Mar-2014

03-Mar-2014

SEARCH REPORT

DISPOSITION NO: PN53920 PA

RECORDED 30-Nov-2007 AS DOCUMENT NO 67734 OFFSET RECORD #3586 LSD 14 OF SEC 22-35-25W3 (BAKKEN-OIL) COMPENSATORY ROYALTY:08-DEC-2008 DU:16.2 HA

RECORDED 12-Sep-2012 AS DOCUMENT NO 76813 OFFSET RECORD #4637 LSD 13 SEC 22-35-25W3 (BAKKEN) COMPENSATORY ROYALTY:25-SEP-2013 DU:16.2 HA RECORDED 14-Feb-2014 BUILDER'S LIEN

4266: SEC 22-35-25W3

RECORDED 27-Feb-2014 AS DOCUMENT NO 79868 OFFSET RECORD #7131 LSD 4 SEC 22-35-25W3 (BAKKEN) DUE:06-MAR-2015 DU:16.2 HA

REMARKS:

RÉCEIPT DATE OF DOCUMENTS REGISTERED TODAY: 07-Feb-2014.

THE ABOVE REPRESENTS THIS DISPOSITION'S STATUS NOTWITHSTANDING PENDING REGISTRATIONS AT REGINA, SASKATCHEWAN THIS 03-Mar-2014.

MINISTRY OF THE ECONOMY, PROVINCE OF SASKATCHEWAN

Topparer Aperkaen Petroleum Lands

PLEASE NOTE:

EVERY PERSON WHO REQUESTS A SEARCH REPORT PURSUANT TO SECTION 84 OF THE PETROLEUM AND NATURAL GAS REGULATIONS, 1989 IS DEEMED TO HAVE AGREED TO THE FOLLOWING CONDITIONS RESPECTING THE SEARCH OR SEARCH REPORT.

(A) THAT THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY ERROR OR OMISSION IN THE SEARCH OR SEARCH REPORT.

IB) THAT ANY PERSON REQUESTING MAKING USE OF OR RELYING ON A SEARCH REPORT RELEASES THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY FROM ANY LIABILITY FOR LOSS OR DAMAGE DESCRIBED IN CLAUSE (A).

FOR THE PURPOSE OF COMPLETING THE CHAIN OF OWNERSHIP ON THE PETROLEUM LANDS REGISTRY INVOLVING A CHANGE IN NAME, THE SOURCE DOCUMENT FOR CHANGING THE NAME ON THE DISPOSITION WILL BE A CERTIFICATE ISSUED BY THE APPROPRIATE OFFICIAL RESPONSIBLE FOR THE INCORPORATION OF CORPORATIONS FOR THE JURISDICTION IN WHICH THE CORPORATION HAS BEEN INCORPORATED OR WHERE THE CORPORATION IS REGISTERED IN SASKATCHEWAN, THE DIRECTOR UNDER THE BUSINESS CORPORATIONS ACT.

PAGE: 2

03-Mar-2014 SEARCH REPORT SASKATCHEWAN MINISTRY OF THE ECONOMY DISPOSITION NO: PN54446 PAGE: 2101 SCARTH ST. REGINA, SASKATCHEWAN S4P2H9 DISPOSITION TYPE: P & NG LEASE . OWNER INFORMATION: -----RED RIVER RESOURCES LTD 20.00008 COAST RESOURCES LTD 80.00008 RIGHTS/LAND DESCRIPTION: PNG FROM SURFACE TO BASE MANNVILLE GROUP IN THE FOLLOWING LANDS: 121635253(40.00)NE1635253(160.00) 11 16 35 25 3 (40.00) 12 16 35 25 3 (

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 320.00)

 NOTE: NUMBERS IN BRACKETS ARE IN ACRES

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TOTAL HECTARES IN DISPOSITION: 242.81

DISPOSITION INFORMATION:

PARCEL ORIGIN: 300-269EFFECTIVE DATE: 10-Aug-2004EXPIRY DATE: 31-Mar-2014TERM: 5 YEARRENTAL RATE: \$3.50

DISPOSITION STATUS: TO BE CONTINUED

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THIS DISPOSITION IS SUBJECT TO THE FOLLOWING ENCUMBRANCES:

REGISTERED 18-Feb-2014 AS DOCUMENT NO 79793 SECURITY NOTICE BY COAST RESOURCES LTD TO NATIONAL BANK OF CANADA C/O MCDOUGALL GAULEY LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN S4P 4K9. ATTENTION: DAN G. MORRIS. FILE NUMBER 400763-448 DGM. A SPECIFIED INTEREST IN THE DISPOSITION.

REMARKS :

RECEIPT DATE OF DOCUMENTS REGISTERED TODAY: 07-Feb-2014.

THE ABOVE REPRESENTS THIS DISPOSITION'S STATUS NOTWITHSTANDING PENDING REGISTRATIONS AT REGINA, SASKATCHEWAN THIS 03-Mar-2014.

MINISTRY OF THE ECONOMY, PROVINCE OF SASKATCHEWAN

03-Mar-2014

SEARCH REPORT

DISPOSITION NO: PN54446

PLEASE NOTE:

EVERY PERSON WHO REQUESTS A SEARCH REPORT PURSUANT TO SECTION 84 OF THE PETROLEUM AND NATURAL GAS REGULATIONS, 1968 IS DEEMED TO HAVE AGREED TO THE FOLLOWING CONDITIONS RESPECTING THE BEARCH OR SEARCH REPORT.

(A) THAT THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY ARE NOT RESPONSIBLE FOR ANY LOBS OR DAMAGE RESULTING FROM ANY ERROR OR OMISSION IN THE SEARCH OR SEARCH REPORT.

(BI- THAT ANY PERSON REQUESTING MAKING USE OF OR RELYING ON A SEARCH REPORT RELEASES THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY FROM ANY LIABILITY FOR LOSS OR OAMAGE DESCRIBED IN CLAUSE (A).

FOR THE PURPOSE OF COMPLETING THE CHAIN OF OWNERSHIP ON THE PETROLEUM LANDS REGISTRY INVOLVING A CHANGE IN NAME, THE SOURCE DOCUMENT FOR CHANGING THE NAME ON THE DISPOSITION WILL BE A CERTIFICATE ISSUED BY THE APPROPRIATE OFFICIAL RESPONSIBLE FOR THE INCORPORATION OF CORPORATIONS FOR THE JURISDICTION IN WHICH THE CORPORATION HAS BEEN INCORPORATED OR WHERE THE CORPORATION IS REGISTERED IN SASKATCHEWAN, THE DIRECTOR UNDER THE BUSINESS CORPORATIONS ACT. 03-Mar-2014 SEARCH REPORT SASKATCHEWAN MINISTRY OF THE ECONOMY DISPOSITION NO: PN19724 PAGE: 1 2101 SCARTH ST. REGINA, SASKATCHEWAN S4P2H9 DISPOSITION TYPE: P & NG LEASE OWNER INFORMATION: _____ RED RIVER RESOURCES LTD 8.00000% 101033165 SASKATCHEWAN LTD. 92.00000% RIGHTS/LAND DESCRIPTION: _____ PNG FROM SURFACE TO BASE FROBISHER-ALIDA BEDS IN THE FOLLOWING LANDS: NE 29 02 01 2 (159.00) NOTE: NUMBERS IN BRACKETS ARE IN ACRES TOTAL HECTARES IN DISPOSITION: 64.35 DISPOSITION INFORMATION: PARCEL ORIGIN: JUN 84 EFFECTIVE DATE: 07-Jun-1984 EXPIRY DATE: 31-Mar-2014 TERM: 5 YEAR RENTAL RATE: \$3.50 DISPOSITION STATUS: TO BE CONTINUED -----THIS DISPOSITION IS SUBJECT TO THE FOLLOWING ENCUMBRANCES: REGISTERED 22-Nov-1985 AS DOCUMENT NO 26159 SECURITY NOTICE BY WOOLLEY RESOURCES LTD. TO THE BANK OF MONTREAL, C/O BALFOUR, MOSS, MILLIKEN, LASCHUK & KYLE, 1850 CORNWALL ST., REGINA, SASK. REGISTERED 14-Feb-2014 AS DOCUMENT NO 79768 SECURITY NOTICE BY 101033165 SASKATCHEWAN LTD. TO NATIONAL BANK OF CANADA C/O MCDOUGALL GAULEY LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN S4P 4K9. ATTENTION: DAN G. MORRIS. FILE NUMBER 400763-448 DGM. A SPECIFIED INTEREST IN THE DISPOSIITON. **REMARKS**: . _____ RECEIPT DATE OF DOCUMENTS REGISTERED TODAY: 07-Feb-2014. THE ABOVE REPRESENTS THIS DISPOSITION'S STATUS NOTWITHSTANDING PENDING REGISTRATIONS AT REGINA, SASKATCHEWAN THIS 03-Mar-2014.

SEARCH REPORT

DISPOSITION NO: PN19724

PAGE: 2

MINISTRY OF THE ECONOMY, PROVINCE OF SASKATCHEWAN

Jarganet Aperkoen Petroleum Lands

PLEASE NOTE:

EVERY PERSON WHO REQUESTS A SEARCH REPORT PURSUANT TO SECTION 84 OF THE PETROLEUM AND NATURAL GAS REGULATIONS, 1989 IS DEEMED TO HAVE AGREED TO THE FOLLOWING CONDITIONS RESPECTING THE SEARCH OR SEARCH REPORT.

IAI THAT THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY ARE NOT RESPONSIBLE FOR ANY LOSS OR OAMAGE RESULTING FROM ANY ERROR OR OMISSION IN THE SEARCH OR SEARCH REPORT.

(B) THAT ANY PERSON REQUESTING MAKING USE OF OR RELYING ON A SEARCH REPORT RELEASES THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY FROM ANY LIABILITY FOR LOSS OR DAMAGE DESCRIBED IN CLAUSE (A).

FOR THE PURPOSE OF COMPLETING THE CHAIN OF OWNERSHIP ON THE PETROLEUM LANDS REGISTRY INVOLVING A CHANGE IN NAME, THE BOURCE DOCUMENT FOR CHANGING THE NAME ON THE DISPOSITION WILL BE A CERTIFICATE ISSUED BY THE APPROPRIATE OFFICIAL RESPONSIBLE FOR THE INCORPORATION OF CORPORATIONS FOR THE JURISDICTION IN WHICH THE CORPORATION HAS BEEN INCORPORATED OR WHERE THE CORPORATION IS REGISTERED IN SASKATCHEWAN, THE DIRECTOR UNDER THE BUSINESS CORPORATIONS ACT.

03-Mar-2014 SEARCH REPORT SASKATCHEWAN MINISTRY OF THE ECONOMY DISPOSITION NO: PN39696 PAGE: 1 2101 SCARTH ST. REGINA, SASKATCHEWAN S4P2H9 DISPOSITION TYPE: P & NG LEASE OWNER INFORMATION: -----101033165 SASKATCHEWAN LTD. 62.00000% BOULDER OIL INC. 30.00008 RED RIVER RESOURCES LTD 8.00000% RIGHTS/LAND DESCRIPTION: _____ PNG FROM SURFACE TO BASE FROBISHER-ALIDA BEDS IN THE FOLLOWING LANDS: 13 29 02 01 2 (39.75) 14 29 02 01 2 (39.75) PNG FROM SURFACE TO BASE MIDALE BEDS IN THE FOLLOWING LANDS: 11 29 02 01 2 (39.75) 12 29 02 01 2 (39.75)

NOTE: NUMBERS IN BRACKETS ARE IN ACRES TOTAL HECTARES IN DISPOSITION: 64.35 ·

DISPOSITION INFORMATION:

PARCEL ORIGIN: FEB 97EFFECTIVE DATE: 11-Feb-1997EXPIRY DATE: 31-Mar-2014TERM: 5 YEARRENTAL RATE: \$3.50

DISPOSITION STATUS: TO BE CONTINUED

THIS DISPOSITION IS SUBJECT TO THE FOLLOWING ENCUMBRANCES:

REGISTERED 14-Feb-2014 AS DOCUMENT NO 79768 SECURITY NOTICE BY 101033165 SASKATCHEWAN LTD. TO NATIONAL BANK OF CANADA C/O MCDOUGALL GAULEY LLP 1500 - 1881 SCARTH STREET, REGINA, SASKATCHEWAN S4P 4K9. ATTENTION: DAN G. MORRIS. FILE NUMBER 400763-448 DGM. A SPECIFIED INTEREST IN THE DISPOSIITON.

REMARKS:

RECEIPT DATE OF DOCUMENTS REGISTERED TODAY: 07-Feb-2014.

THE ABOVE REPRESENTS THIS DISPOSITION'S STATUS NOTWITHSTANDING PENDING REGISTRATIONS AT REGINA, SASKATCHEWAN THIS 03-Mar-2014.

SEARCH REPORT

DISPOSITION NO: PN39696

MINISTRY OF THE ECONOMY, PROVINCE OF SASKATCHEWAN

Petroleum Lands

PLEASE NOTE:

EVERY PERSON WHO REQUESTS A SEARCH REPORT PURSUANT TO SECTION 84 OF THE PETROLEUM AND NATURAL GAS REGULATIONS, 1989 IS DEEMED TO HAVE AGREED TO THE FOLLOWING CONDITIONS RESPECTING THE SEARCH OR SEARCH REPORT.

IAI THAT THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY ERROR OR OMISSION IN THE SEARCH OR SEARCH REPORT.

(B) THAT ANY PERSON REQUESTING MAKING USE OF OR RELYING ON A SEARCH REPORT RELEASES THE CROWN, THE MINISTER, THE MINISTRY AND ANY OFFICER, EMPLOYEE OR AGENT OF THE MINISTRY FROM ANY LIABILITY FOR LOSS OR DAMAGE DESCRIBED IN CLAUSE (A).

FOR THE PURPOSE OF COMPLETING THE CHAIN OF OWNERSHIP ON THE PETROLEUM LANDS REGISTRY INVOLVING A CHANGE IN NAME, THE SOURCE DOCUMENT FOR CHANGING THE NAME ON THE DISPOSITION WILL BE A CERTIFICATE ISSUED BY THE APPROPRIATE OFFICIAL RESPONSIBLE FOR THE INCORPORATION OF CORPORATIONS FOR THE JURISDICTION IN WHICH THE CORPORATION HAS BEEN INCORPORATED OR WHERE THE CORPORATION IS REGISTERED IN SASKATCHEWAN, THE DIRECTOR UNDER THE BUSINESS CORPORATIONS ACT. This is Exhibit "G" referred to in the

Affidavit of Karen Koury

sworn before me, this 8th day

of September, 2015

A Commissioner for taking Affidavits

Province of Saskatchewan Land Titles Registry Title Title #: 113673933 As of: 19 Feb 2014 14:56:18 Title Status: Active Last Amendment Date: 19 Feb 2014 13:48:48.480 Parcel Type: Mineral - All Issued: 17 Sep 2002 02:05:34.397 Mineral Value: N/A Title Value: N/A Municipality: RM OF PROGRESS NO. 351 Converted Title: 98MW14435G Previous Title and/or Abstract #: 98MW14435G DEVON CANADA CORPORATION is the registered owner of all mines and minerals as referenced on Certificate of Title 98MW14435G in Mineral Parcel #146053784 Reference Land Description: SW Sec 21 Twp 35 Rge 25 W3 Extension 0 As described on Certificate of Title 98MW14435G. This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of The Land Titles Act, 2000. **Registered Interests:** Interest #: 112960740 **CNV** Caveat Value: N/A Reg'd: 19 Dec 1995 02:39:09 **Interest Register Amendment** Date: N/A **Interest Assignment** Date: 10 Sep 2010 11:11:29 Expiry Date: N/A Holder: NORTHERN BLIZZARD RESOURCES INC. 2100, 440- 2ND AVENUE SW CALGARY, AB, Canada T2P 5E9 Client #: 124156515 Int. Register #: 104456831 Converted Instrument #: 95S48807 Interest #: 112960751 **CNV** Caveat Value: N/A **Reg'd:** 25 May 1997 02:41:52 **Interest Register Amendment** Date: N/A

		Interest Assignment Date: 10 Sep 2010 11:11:31 Expiry Date: N/A
	Holder: NORTHERN BLIZZARD RESOURCES 2100, 440- 2ND AVENUE SW CALGARY, AB, Canada T2P 5E9 Client #: 124156515 Int. Register #: 105096506 Converted Instrument #: 97S120	
Interest #:		
136942229	Miscellaneous Interest	Value: N/A Reg'd: 27 Feb 2007 10:48:06 Interest Register Amendment Date: N/A
		Interest Assignment Date: N/A Expiry Date: N/A
	Holder: GRYPHON PETROLEUM CORP. 1500 1874 SCARTH ST. REGINA, SK, Canada S4P 4E9 Client #: 120909933 Int. Register #: 112663919	
Interest #:		
137897735	Miscellaneous Interest	Value: N/A Reg'd: 01 Jun 2007 10:04:01 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	By virtue of an O & G Prospecting Agreement dated January 11, 2006, between Gryphon Petroleum Corp. and Tarfax Resources Ltd.	
	Holder: TARFAX RESOURCES LTD. 600, 105 - 21ST STREET EAST SASKATOON, SK, Canada S7K 0B3 Client #: 100421064 Int. Register #: 112884059	
Interest #:		
166042830	Mortgage	Value: \$20,000,000.00 CAD

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			Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Suite 600, 3 Calgary, AB Client #: 13	nk of Canada 311 - 6th Avenue S.W. , Canada T2P 3H2 29403009 er #: 119794573	
Interest #; 166043044	Mortgage		
			Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Suite 600, 3 Calgary, AB, Client #: 12	nk of Canada 11 - 6th Avenue S.W. Canada T2P 3H2 29403009 er #: 119794607	
Interest #: 166043156	Mortgage		Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A
	Calgary, AB, Client #: 12	L1 - 6th Avenue S.W. Canada T2P 3H2	Expiry Date: N/A
Addresses for Serv			
Name Owner: DEVON CANADA CORPORATION		Address 2000, 400-3RD AVEN	IUE SW CALGARY, AB, Canada T2P
		4H2	

Notes:

Parcel Class Code: Mineral

Back

	Provin	ce of Saskatchewan	
	Lan	d Titles Registry	
		Title	
Title #: 113673	1922	As of: 19 Feb 2014 14:18:07	
Title Status: Ad	ctive	Last Amendment Date: 19 Feb 2014 13:48:48.463	
Parcel Type: M Mineral Value:	N/A	Issued: 17 Sep 2002 02:05:33.320	
Title Value: N// Converted Title	4 e: 98MW14435G	Municipality: RM OF PROGRESS NO. 351	
Previous Title	and/or Abstract	: #: 98MW14435G	
mine	ON CANADA CORP rais as referenced of 053773	ORATION is the registered owner of all mines and n Certificate of Title 98MW14435G in Mineral Parcel	
Refer As de	rence Land Descripti escribed on Certifi	ion: SE Sec 21 Twp 35 Rge 25 W3 Extension 0 icate of Title 98MW14435G.	
Registered Inte Interest #: 112960728	erests: CNV Caveat		
9	Waldam	Value: N/A Reg'd: 19 Dec 1995 02:39:09 Interest Register Amendmer Date: N/A Interest Assignment Date: 10 Sep 2010 11:11:29 Expiry Date: N/A	t
	2100, 440- 2 CALGARY, AB Client #: 124 Int. Registe	BLIZZARD RESOURCES INC. ND AVENUE SW 8, Canada T2P 5E9 4156515 r #: 104456831 nstrument #: 95S48807	
(nterest #: L12960739	CNV Caveat		
	CINY CAVEAT		

		-
		Interest Assignment Date: 10 Sep 2010 11:11:31 Expiry Date: N/A
	Holder: NORTHERN BLIZZARD RESOURCES 2100, 440- 2ND AVENUE SW CALGARY, AB, Canada T2P 5E9 Cilent #: 124156515 Int. Register #: 105096506 Converted Instrument #: 97S12	
Interest #:		
136942218	Miscellaneous Interest	Value: N/A Reg'd: 27 Feb 2007 10:48:06 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Holder: GRYPHON PETROLEUM CORP. 1500 1874 SCARTH ST. REGINA, SK, Canada S4P 4E9 Client #: 120909933 Int. Register #: 112663919	
Interest #: 137897724	Miscellaneous Interest	
		Value: N/A Reg'd: 01 Jun 2007 10:04:01 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	By virtue of an O & G Prospecting Agreement dated January 11, 2006, between Gryphon Petroleum Corp. and Tarfax Resources Ltd.	
	Holder: TARFAX RESOURCES LTD. 600, 105 - 21ST STREET EAST SASKATOON, SK, Canada S7K 0B3 Client #: 100421064 Int. Register #: 112884059	
Interest #:		
149442532		Value: N/A Reg'd: 09 Nov 2009 15:37:30

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Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A

PNG Lease with Devon Canada, as Lessor, and Coast Resources Ltd, as Lessee dated Sept 10, 2009

Holder:

Coast Resources Ltd. #203 - 3035 Tutor Drive Regina, Saskatchewan, Canada S4W 1B5 Client #: 112256096 Int. Register #: 115955938

Interest #: 166042818

Mortgage

Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A

Holder:

National Bank of Canada Suite 600, 311 - 6th Avenue S.W. Calgary, AB, Canada T2P 3H2 Client #: 129403009 Int. Register #: 119794573

Interest #: 166043033

Mortgage

Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A

Holder:

National Bank of Canada Suite 600, 311 - 6th Avenue S.W. Calgary, AB, Canada T2P 3H2 Client #: 129403009 Int. Register #: 119794607

Interest #: 166043145		
100043143	, Mortgage	Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
15	Holder: National Bank of Canada Suite 600, 311 - 6th Aven Calgary, AB, Canada T2P 3 Client #: 129403009 Int. Register #: 1197946	3H2
Interest #:		
166012556	Builders' Lien	Value: \$94,548.30 CAD Reg'd: 14 Feb 2014 12:56:54 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Holder: Trican Partnership 2900, 645 - 7th Avenue S.W. Calgary, AB, Canada T2P 4G8 Client #: 129396077 Int. Register #: 119788138	
Interest #:	M .	
166042829	Mortgage	Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Holder: National Bank of Canada Suite 600, 311 - 6th Avenue S.W. Calgary, AB, Canada T2P 3H2 Client #: 129403009 Int. Register #: 119794573	
nterest #:		

166043022	Mortgage	¥	Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Calgary, AB, Client #: 12	11 - 6th Avenue S.W. Canada T2P 3H2	
Interest #:	••		
166043134	Mortgage		Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Calgary, AB, Client #: 129	1 - 6th Avenue S.W. Canada T2P 3H2	
Addresses for Servi	ice:		
Name Owner: DEVON CANADA CORI	ΡΩΒΑΤΙΩΝ	Address	
Client #: 116626507		4H2	JE SW CALGARY, AB, Canada T2P
Notes:			
Parcel Class Code: Mir	neral		

Back

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	Province of Saskat Land Titles Reg	
	Title	
Title #: 1136739 Title Status: Act Parcel Type: Min Mineral Value: N/A Title Value: N/A Converted Title Previous Title a	tive Last Amendment Dans and the Unit of the Dans and the	ate: 19 Feb 2014 13:48:47.660 2 02:05:32.240
DEVO minera #1460 Refere	N CANADA CORPORATION is the registered als as referenced on Certificate of Title 98MW1 53762 ance Land Description: NW Sec 21 Twp 35 F	4435G in Mineral Parcel
This title is subject and interests men	scribed on Certificate of Title 98MW1443 t to any registered interests set out belo tioned in section 14 of <i>The Land Titles A</i>	w and the exceptions reconvotions
Registered Inter		
Interest #: 112960706	CNV Caveat Holder: NORTHERN BLIZZARD RESOURCES I 2100, 440- 2ND AVENUE SW	Value: N/A Reg'd: 19 Dec 1995 02:39:09 Interest Register Amendment Date: N/A Interest Assignment Date: 10 Sep 2010 11:11:29 Expiry Date: N/A NC.
Interest #: 112960717	CALGARY, AB, Canada T2P 5E9 Ciient #: 124156515 Int. Register #: 104456831 Converted Instrument #: 95S4880 CNV Caveat)7 Value: N/A Reg'd: 25 May 1997 02:41:52 Interest Register Amendment Date: N/A

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	i.	
		Interest Assignment Date: 10 Sep 2010 11:11:31 Expiry Date: N/A
	Holder: NORTHERN BLIZZARD RESOURCES 2100, 440- 2ND AVENUE SW CALGARY, AB, Canada T2P 5E9 Client #: 124156515 Int. Register #: 105096506 Converted Instrument #: 97S12	
Interest #:		
136942207	Miscellaneous Interest	
		Value: N/A Reg'd: 27 Feb 2007 10:48:06 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Holder: GRYPHON PETROLEUM CORP. 1500 1874 SCARTH ST. REGINA, SK, Canada S4P 4E9 Client #: 120909933 Int. Register #: 112663919	
Interest #: 137897746	Miccollenson Turkers	
137837748	Miscellaneous Interest	Value: N/A Reg'd: 01 Jun 2007 10:04:01 Interest Register Amendment Date: N/A Interest Assignment Date: N/A
	By virtue of an O & G Prospecting Agreement dated January 11, 2006, between Gryphon Petroleum Corp. and Tarfax Resources Ltd.	Expiry Date: N/A
9 2	Holder: TARFAX RESOURCES LTD. 600, 105 - 21ST STREET EAST SASKATOON, SK, Canada S7K 0B3 Client #: 100421064 Int. Register #: 112884059	а.
Interest #:		
149442554	Miscellaneous Interest	Value: N/A Reg'd: 09 Nov 2009 15:37:29

Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A

PNG Lease with Devon Canada, as Lessor, and Coast Resources Ltd, as Lessee dated Sept 10, 2009

Holder:

Coast Resources Ltd. #203 - 3035 Tutor Drive Regina, Saskatchewan, Canada S4W 1B5 Client #: 112256096 Int. Register #: 115955938

Interest #:

166042852

Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A

Holder:

Mortgage

National Bank of Canada Sulte 600, 311 - 6th Avenue S.W. Calgary, AB, Canada T2P 3H2 Client #: 129403009 Int. Register #: 119794573

Interest #: 166042841

Mortgage

Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A

Holder:

National Bank of Canada Suite 600, 311 - 6th Avenue S.W. Calgary, AB, Canada T2P 3H2 Client #: 129403009 Int. Register #: 119794573

Addresses for Service:

Name Owner:	Address
DEVON CANADA CORPORATION	2000, 400-3RD AVENUE SW CALGARY, AB, Canada T2P
Client #: 116626507	4H2
Notes:	
Parcel Class Code: Mineral	

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		nce of Saskatchewan
	La	nd Titles Registry
		Title
Title #: 11		As of: 19 Feb 2014 14:22:04
	e: Mineral - All	Last Amendment Date: 19 Feb 2014 13:48:48.523 Issued: 17 Sep 2002 02:05:19.850
Mineral Va	•	Municipality: RM OF PROGRESS NO. 351
Converted	Title: 98MW14435G	
Previous T	itle and/or Abstra	:t #: 98MW14435G
	DEVON CANADA COR minerals as referenced #146053751	PORATION is the registered owner of all mines and on Certificate of Title 98MW14435G in Mineral Parcel
	Reference Land Descri As described on Cert	ption: NE Sec 21 Twp 35 Rge 25 W3 Extension 0 ificate of Title 98MW14435G.
This title is s and interests	subject to any registe s mentioned in sectio	red interests set out below and the exceptions, reservations n 14 of <i>The Land Titles Act, 2000</i> .
<u>Registered</u>	<u>Interests:</u>	
Interest #: 112960683	CNV Cavea	
	CIVY Caved	Value: N/A
		Reg'd: 19 Dec 1995 02:39:09
		Interest Register Amendment
		Date: N/A Interest Assignment
		Date: 10 Sep 2010 11:11:29 Expiry Date: N/A
	Holder:	
	NORTHERN 2100 440-	BLIZZARD RESOURCES INC. 2ND AVENUE SW
	CALGARY, A	B, Canada T2P 5E9
	Client #: 1	24156515
	Int. Regist Converted	er #: 104456831 Instrument #: 95S48807
Interest #;		
112960694	CNV Caveat	
		Value: N/A Reg'd: 25 May 1997 02:41:52 Interest Register Amendment Date: N/A

:

		Interest Assignment Date: 10 Sep 2010 11:11:30 Expiry Date: N/A
	Holder: NORTHERN BLIZZARD RESOURCES 2100, 440- 2ND AVENUE SW CALGARY, AB, Canada T2P 5E9 Client #: 124156515 Int. Register #: 105096506 Converted Instrument #: 97S12	
Interest #: 136942195	Miscellaneous Interest	
		Value: N/A Reg'd: 27 Feb 2007 10:48:06 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Hoider: GRYPHON PETROLEUM CORP. 1500 1874 SCARTH ST. REGINA, SK, Canada S4P 4E9 Client #: 120909933 Int. Register #: 112663919	
Interest #: 137897757	Miscellaneous Interest	Value: N/A Reg'd: 01 Jun 2007 10:04:01 Interest Register Amendment Date: N/A Interest Assignment Date: N/A
	By virtue of an O & G Prospecting Agreement dated January 11, 2006, between Gryphon Petroleum Corp. and Tarfax Resources Ltd.	Expiry Date: N/A
	Hoider: TARFAX RESOURCES LTD. 600, 105 - 21ST STREET EAST SASKATOON, SK, Canada S7K 0B3 Client #: 100421064 Int. Register #: 112884059	
Interest #: 149442565	Miscellaneous Interest	Value: N/A Reg'd: 09 Nov 2009 15:37:29

Interest Register Amendment Date: N/A Interest Assignment Date: N/A Explry Date: N/A

PNG Lease with Devon Canada, as Lessor, and Coast Resources Ltd, as Lessee dated Sept 10, 2009

Holder:

Coast Resources Ltd. #203 - 3035 Tutor Drive Regina, Saskatchewan, Canada S4W 1B5 Client #: 112256096 Int. Register #: 115955938

Interest #: 166042874

Mortgage

Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Explry Date: N/A

Holder:

National Bank of Canada Suite 600, 311 - 6th Avenue S.W. Calgary, AB, Canada T2P 3H2 Client #: 129403009 Int. Register #: 119794573

Interest #: 166043066

Mortgage

Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A

Holder:

National Bank of Canada Suite 600, 311 - 6th Avenue S.W. Calgary, AB, Canada T2P 3H2 Client #: 129403009 Int. Register #: 119794607

Interest # 16604317		
		Value: \$20,000,000.00
		CAD Reg'd: 19 Feb 2014
		13:48:48
		Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Holder: National Bank of Canad	
	Suite 600, 311 - 6th Av Calgary, AB, Canada T2 Client #: 129403009 Int. Register #: 11979	2P 3H2
Interest #:		
166012545	Builders' Lien	Value: \$31,581.00 CAD
		Reg'd: 14 Feb 2014 12:56:53 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Holder:	
	Trican Partnership 2900, 645 - 7th Avenue S.W. Calgary, AB, Canada T2P 4G8 Client #: 129396077 Int. Register #: 119788127	
interest #:		
166042863	Mortgage	Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Holder: National Bank of Canada Suite 600, 311 - 6th Avenue S.V Calgary, AB, Canada T2P 3H2 Client #: 129403009 Int. Register #: 119794573	₩.
nterest #:		

166043055	Mortgage		Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Calgary, AB, Client #: 12	l1 - 6th Avenue S.W. Canada T2P 3H2	
Interest #: 166043167	Mortgage		Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Calgary, AB, (Client #: 129	1 - 6th Avenue S.W. Canada T2P 3H2	
Addresses for Servi	ce:		
Name Owner: DEVON CANADA CORI		Address	
Client #: 116626507		2000, 400-3RD AVEN 4H2	UE SW CALGARY, AB, Canada T2P
<u>Notes:</u>			
Parcel Class Code: Mir	neral		

Back

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		nce of Saskat	
	Lai	nd Titles Reg	i stry
		Title	-
Title #: 114394	4316	As of: 19 Feb 2014 1	.4:23:59
Title Status: A	ctive	Last Amendment D	ate: 19 Feb 2014 13:48:48.493
Parcel Type: M Mineral Value:		Issued: 29 Sep 2002	
Title Value: N/		Municipality: RM OF	PROGRESS NO. 351
	e: 99MW00906D)	
Previous Title	and/or Abstrac	ct #: 99MW00906D	
mine	ON CANADA COR erais as referenced 6403558	PORATION is the registered on Certificate of Title 99MW	l owner of all mines and 00906D in Mineral Parcel
Refe As d	rence Land Descrij lescribed on Cert	ption: SW Sec 03 Twp 36 ificate of Title 99MW009(Rge 25 W3 Extension 0 16D.
	and has a set		
and interests me	entioned in sectio	ered interests set out belo on 14 of <i>The Land Titles A</i>	w and the exceptions, reservation ct, 2000.
Registered Interests me	entioned in sectio erests:	n 14 of The Land Titles A	w and the exceptions, reservation ct, 2000.
Registered Interests me	entioned in sectio erests:	ered interests set out belo on 14 of <i>The Land Titles A</i> ous Interest	Value: N/A Reg'd: 06 Jul 2007 10:40:51 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
And interests me Registered Interest #: 138319702	By virtue of Agreement between Gr and Tarfax	n 14 of The Land Titles A	ct, 2000. Value: N/A Reg'd: 06 Jul 2007 10:40:51 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
Registered Interests me	By virtue of Agreement between Gr and Tarfax Holder: TARFAX RES 600, 105 - 3 SASKATOOI Client #: 1	f an O & G Prospecting dated January 11, 2006, yphon Petroleum Corp. Resources Ltd. SOURCES LTD. 21ST STREET EAST N, SK, Canada S7K 0B3	ct, 2000. Value: N/A Reg'd: 06 Jul 2007 10:40:51 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
Interest #: 138319702	By virtue of Agreement between Gr and Tarfax Holder: TARFAX RES 600, 105 - 3 SASKATOOI Client #: 1	f an O & G Prospecting dated January 11, 2006, yphon Petroleum Corp. Resources Ltd. SOURCES LTD. 21ST STREET EAST N, SK, Canada S7K 0B3 00421064	ct, 2000. Value: N/A Reg'd: 06 Jul 2007 10:40:51 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
Registered Int Interest #: 138319702	By virtue of Agreement between Gr and Tarfax Holder: TARFAX RES 600, 105 - 3 SASKATOOI Client #: 1	f an O & G Prospecting dated January 11, 2006, yphon Petroleum Corp. Resources Ltd. SOURCES LTD. 21ST STREET EAST N, SK, Canada S7K 0B3 00421064 ter #: 112985826	ct, 2000. Value: N/A Reg'd: 06 Jul 2007 10:40:51 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A

		Reg'd: 14 Feb 2014 12:56:54 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Holder: Trican Partnership 2900, 645 - 7th Avenue S.W. Calgary, AB, Canada T2P 4G8 Client #: 129396077 Int. Register #: 119788150	
Interest #: 166042885	Mastanaa	
100042002	Mortgage	Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Holder: National Bank of Canada Suite 600, 311 - 6th Avenue S.W. Calgary, AB, Canada T2P 3H2 Client #: 129403009 Int. Register #: 119794573	
Interest #: 166043077	·	
166043077	Mortgage	Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Holder: National Bank of Canada Suite 600, 311 - 6th Avenue S.W. Calgary, AB, Canada T2P 3H2 Client #: 129403009 Int. Register #: 119794607	
Interest #: 166043189	Mortgage	Value: \$20,000,000.00 CAD Reg'd: 19 Feb 2014 13:48:48 Interest Register Amendment Date: N/A

	Interest Assignment Date: N/A Expiry Date: N/A		
Suite 600, 3 Calgary, AB Client #: 13	nk of Canada 311 - 6th Avenue S.W. , Canada T2P 3H2 29403009 er #: 119794630		
Addresses for Service:			
Name Owner:	Address		
DEVON CANADA CORPORATION	2000, 400-3RD AVENUE SW CALGARY, AB, Canada T2P		
Client #: 116626507	4H2		
Notes:			
Parcel Class Code: Mineral			

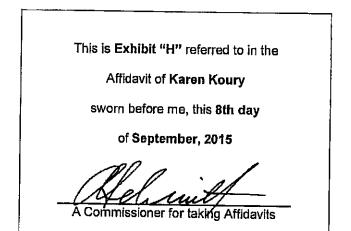
Back

		ice of Saska	
	Lai	nd Titles Re	gistry
		Title	
Title #: 1136740		As of: 20 Feb 2014	13:14:29
Title Status: Act		Last Amendment	Date: 20 Feb 2014 12:46:49.447
Parcel Type: Mir Mineral Value:		Issued: 17 Sep 20	02 02:06:47.350
Title Value: N/A		Municipality: RM (OF PROGRESS NO. 351
Converted Title			
Previous Title a	nd/or Abstrac	:t #: 98MW14435F	
DEVO minera #1460	als as referenced	PORATION is the register on Certificate of Title 98M	ed owner of all mines and W14435F in Mineral Parcei
Refere As de	ence Land Descrij scribed on Cert	otion: SW Sec 19 Twp 3 ificate of Title 98MW14	5 Rge 25 W3 Extension 0
and interests men	tioned in sectio	n 14 of The Land Titles	elow and the exceptions, reservations <i>Act, 2000</i> .
and interests men Registered Inter Interest #:	tioned in sectio r ests:	n 14 of <i>The Land Titles</i>	Act, 2000.
and interests men Registered Inter Interest #:	tioned in sectio r <u>ests:</u> Mortgage	n 14 of <i>The Land Titles</i>	Act, 2000. Value: \$20,000,000.00 CAD Reg'd: 20 Feb 2014 12:46:49 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
and interests men Registered Inter Interest #:	Holder: National Ba Suite 600, 3 Calgary, AB	n 14 of <i>The Land Titles</i> nk of Canada 311 - 6th Avenue SW 5, Canada T2P 3H2	Act, 2000. Value: \$20,000,000.00 CAD Reg'd: 20 Feb 2014 12:46:49 Interest Register Amendment Date: N/A Interest Assignment Date: N/A
and Interests men Registered Inter Interest #: 166060739	Holder: National Ba Suite 600, 3 Calgary, AB	n 14 of <i>The Land Titles</i> nk of Canada 311 - 6th Avenue SW 5, Canada T2P 3H2 29407384	Act, 2000. Value: \$20,000,000.00 CAD Reg'd: 20 Feb 2014 12:46:49 Interest Register Amendment Date: N/A Interest Assignment Date: N/A

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			Date: N/A Expiry Date: N/A
	Suite 600, 3 Calgary, AB Client #: 1	nk of Canada 811 - 6th Avenue SW , Canada T2P 3H2 29407373 er #: 119798049	
Interest #: 166060874	Mortgage		
	noi tgage		Value: \$20,000,000.00 CAD Reg'd: 20 Feb 2014 12:46:49 Interest Register Amendmen Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Suite 600, 3 Caigary, AB, Client #: 12	nk of Canada 111 - 6th Avenue SW , Canada T2P 3H2 29407373 er #: 119798050	
Addresses for S	Service:		
Name Owner:		Address	
DEVON CANADA CORPORATION		2000, 400-3RD AVENUE SW CALGARY, AB, Canada T2P 4H2	
Client #: 116626	507		
Notes:			

Back



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1.R. 119846694

Form E-(Subsection 50(3) of The Builders' Lien Act)

CLAIM OF LIEN

PART A

Name of lien claimant:

зs,^{*}

Address of lien claimant:

Address for Service of lien clalmant:

Name of Owner:

Claim of lien is made against the estate or interest of:

Address of Owner,

Nange of person for whom services or materials were provided:

Address of person for whom services or materials were provided:

Name of Assignor;

Short description of services or materials that have been provided:

Amount claimed as owing in respect of services or materials that have been provided:

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification)

Day/Month/Year

WARNING:

- 1. Your claim of lieu cannot include a claim for interest.
- The Builders' Lien Act prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
- A claim of lien against the ostate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of The Builders' Lien Act and not registered in a Land Titles Office.

63

Oil well servicing

\$171,725.44

Mineral Parcel #146053773 SE 21-35-25 W3 As described on Certificate of Title 98MW14435G

Signature of Lien Claimant/Assignee/Agent

c/o McDougali Gauley 701 Broadway Avenue PO Box 638 Saskatoon SK S7K 3L7 Attention: Craig.Frith

Cru Well Servicing Ltd.

Box 1449, 321 – 2nd Avenue West Unity, Saskatchewan S0K 4L0

Devon Canada Corporation

Devon Canada Corporation and Coast Resources Ltd.

2000, 400 – 3rd Avenue SW Calgary, Alberta T2P 4H2

Coast Resources Ltd.

1530 Angus Street Regina, Saskatchewan S4T 1Z1

not applicable

PART B

CANADA)
PROVINCE OF SASKATCHEWAN
TO WIT:

-.'

2

AFFIDAVIT OF VERIFICATION

I, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out in the Written Notice of a Lien in Part A are true.

SWORN BEFORE ME al Journ of <u>unity</u>, in the Province of Saskatchewan, this <u>14</u> day of March, 2014. <u>A Combinissioner for Oaths</u> in and for the Province of Saskatchewan. Being a Solicitor. OR My commission expires: $\int dt | (5)$

IR 119846425

Form F. (Subsection 50(3) of The Builders' Lien Act)

CLAIM OF LIEN

PÁŘT A

Name of lien claimant:

Address of llen claimant:

Address for Service of Ilen claimant:

Name of Owner:

Claim of lien is made against the estate or interest of:

Address of Owner:

Name of person for whom services or materials were provided:

Address of person for whom services or materials were provided:

Name of Assignor;

Short description of services or materials that have been provided:

Amount claimed as owing in respect of services or materiais that have been provided:

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification)

14103 Day/Month/Year

WARNING:

1. Your claim of lien cannot include a claim for interest.

2. The Builders' Lion Act prohibits the tiling of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.

3. A claim of lion against the estate-or interest of the Crown should be given to the appropriate-Crown agency in accordance with section 52 of The Builders' Lien Act and not registered in a Land Titles Office.

William Joseph Holton and Donna Lynn Holton

Coast Resources Ltd.

McDougall Gauley 701 Broadway Avenue

Saskatoon SK S7K 3L7 Attention: Craig Frith

PO Box 638

Cru Well Servicing Ltd.

Box 1449, 321-2nd Avenue West Unity, Saskatchewan SOK 4L0

Box 562 Luseland, Saskatchewan SOL 2A0

Coast Resources Ltd.

1530 Angus Street Regina, Saskatchewan S4T 1Z1

not applicable

Oil well servicing

\$171,725.44

Surface Parcel #118620097 SE 21-35-25 W3 As described on Certificate of Title 97S42190

ent O'Oanel

Signature of Lien Claimant/Assignee/Agent

CANADA)
PROVINCE OF SASKATCHEWAN)
το wit:	5

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AFFIDAVIT OF VERIFICATION

I, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out in the Written Notice of a Lien in Part A are true.

SWORN BEFORE ME at Jour of <u>L. ..., in the Province of</u> Saskatchewan, this <u>14</u> day of March,))) 2014. O'Donell Pool Amonne Brent O'Donnell A Contraints in and for the Province of Saskatchewan.) Being a Solicitor. OR) My commission expires: Jun 31/15

-2-

PART B

I.R. 119846683

Form E. (Subsection 50(3) of The Builders' Lien Act)

CLAIM OF LIEN

PARTA

Name of lien claimant:

Address of lien claimant:

Address for Service of lien elalmant;

Name of Owner:

Claim of lien is made against the estate or interest of:

Address of Owner:

Nanie of person for whom services or materials were provided:

Address of person for whom services or materials were provided:

Name of Assignor:

Short description of services or materials that have been provided:

Amount claimed as owing in respect of services or materials that have been provided:

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification)

Day/Month/Year

WARNING:

- 1. Your claim of lien cannot include a claim for interest.
- The Builders' Lien Act prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is 2, liable to any person who-suffers loss or damage as a result.
- 3. A claim of iten egainst the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of The Bullders' Lien Act and not registered in a Land Titles Office.

c/o McDougall Gauley

Box 1449, 321 - 2nd Avenue West

Unity, Saskatchewan SOK 4L0

Cru Well Servicing Ltd.

701 Broadway Avenue PO Box 638 Saskatoon SK, S7K 3L7 Attention: Craig Frith

Devon Canada Corporation

Devon Canada Corporation andCoast Resources Ltd.

2000, 400-3rd Avenue SW Calgary, Alberta T2P 4H2

Coast Resources Ltd.

1530 Angus Street Regina, Saskatchewan S4T 1Z1

not applicable

Oil well servicing

\$20,866.25

Mineral Parcel #146053751 NE 21-35-25 W3 As described on Certificate of Title 98MW14435G

Blent O'Domell Signature of Lien Claimani/Assignee/Agent

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PART B

CANADA) PROVINCE OF SASKATCHEWAN) TO WIT:)

AFFIDAVIT OF VERIFICATION

I, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out

in the Written Notice of a Lien in Part A are true.

SWORN BEFORE ME at Journ of in the Province of Saskatcheward, this 14 day of March,))) 2014. O'Domell Pool tranne Brent O'Donnell A Contraissioner for Oaths in and for the Province of Saskatchewan.) Being a Solicitor. OR My commission expires: Jun 31115)

Form E (Subsection 50(3) of The Buildars [.ian Act)

CLAIM OF LIEN

PART A

Name of lien claimant:

Address of lice claimant:

Address for Service of Ilen claimant:

Name of Owner:

Claim of lien is made against the estate or interest of:

Address of Owner:

Name of person for whom services or materials were provided:

Address of person for whom services or materials were provided:

Name of Assignor:

Short description of services or materials that have been provided:

Amount clainted as owing in respect of services or materials that have been provided:

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of Identification)

14/03/14 Day/Month/Year

WARNING:

- 1. Your claim of lign cannot include a claim for interest.
- 2. The Builders' Lien Act prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to my person who suffers loss or damage as a result,
- 3. A cluim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 32 of The Builders' Lien Act and not registered in a Land Titles Office.

Cru Well Servicing Ltd.

Box 1449, 321 - 2nd Avenue West Unity, Saskatchewan SOK 4L0

McDougall Gauley 701 Broadway Avenue PO Box 638 Saskatoon SK. S7K 3L7 Attention: Craig Frith

Sheila Loraine Beard

Coast Resources Ltd.

General Delivery Luseland, Saskatchewan SOL 2A0

Coast Resources Ltd.

1530 Angus Street "Regina, Saskatohewan S4T 1Z1

not applicable

Oil well servicing

\$20,866.25

Surface Parcel #118620110 NE 21-35-25 W3 As described on Certificate of Title 81S22422

Bient O'Donel

Signature of Lien Claimant/Assignee/Agent

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:	ý

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AFFIDAVIT OF VERIFICATION

I, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out

in the Written Notice of a Lien in Part A are true.

SWORN BEFORE ME at Journaf Junity, in the Province of Saskatchewan, this [4] day of March,))) 2014. Donall 1] Rool manne Brent O'Donnel A Commissioner for Oaths in and for the Province of Saskatchewan.) Being a Solicitor. OR My commission expires: Jan 31/15)

-2-

PART B

1.R. 119876526

Form E (Subsection 50(3) of The Builders' Lien Act)

CLAIM OF LIEN

PART A

Name of lien claimant:

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Address of lien claimant:

Address for Service of lien claimant:

Name of Owner:

Claim of lien Is made against the estate or interest of:

Address of Owner;

Name of person for whom services or materials were provlded:

Address of person for whom services or materials were provided:

Name of Assignor:

Short description of services or materials that have been provided:

Amount claimed as owing in respect of services or materials that have been provided:

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification)

14 03 14 Day/Month/Year

WARNING:

1. Your claim of lien cannot include a claim for interest,

- The Buildars' Lien Act prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is 2. liable to any person who suffers loss or damage as a result.
- A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with 3. section 52 of The Builders' Lisn Acl and not registered in a Land Titles Office.

Cru Well Servicing Ltd.

Box 1449, 321 - 2nd Avenue West Unity, Saskatchewan S0K 4L0

McDougall Gauley 701 Broadway Avenue **PO Box 638** Saskatoon SK S7K 3L7 Attention: Craig Frith

Susan Wlens and Gerald Wiens

Coast Resources Ltd.

Box 135 Lockwood, Saskatchewan S0K 2R0

Coast Resources Ltd.

1530 Angus Street Regina, Saskatchewan S4T 1Zi

not applicable

Oil well servicing

\$10,760.93

Surface Purcel #118604235 NW 22-35-25 W3 As described on Certificate of Title 93S02317

Blent O'Damell

Signature of Lien Claimant/Assignee/Agent

PART B

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CANADA **PROVINCE OF SASKATCHEWAN** TO WIT:

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AFFIDAVIT OF VERIFICATION

I, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out

in the Written Notice of a Lion in Part A are true.

SWORN BEFORE ME at Journ of <u>Unit</u>, in the Province of Saskatchewan, this <u>14</u> day of March,))) 2014. Moronne Pool Brent O'Donnel A Commissioner for Oaths) in and for the Province of Saskatchewan.)) Being a Solicitor. OR. My commission expires: Act 3/1(5

t O'Ommell

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Form E (Subsection 50(3) of The Builders! Lien Act)

CLAIM OF LIEN

Registered & Recorded at Regina, Sask. on the <u>17th</u> day of <u>April</u> 20.14 as Document No. <u>4274</u>

PART A

Cru Well Servicing Ltd.

Che 1 Ministry of the Economy

Box 1449, 321 – 2nd Avenue West Unity, Saskatchewan SOK 4L0

McDougall Gauley 701 Broadway Avenue PO Box 638 Saskatoon SK: S7K 3L7 Altention: Craig Frith

Red River Resources Ltd. and Coast Resources Ltd.

Coast Resources Ltd.

1530 Angus Street Regina, Saskatchewan S4T 1Z1

Coast Resources Ltd.

1530 Angus Street Regina, Saskatchewan S4T 1Z1

not applicable

Oil well servicing

\$10,760.93

NW 22-35-25 W3 PN 53920

Signature of Lien Claimant/Assignee/Agent

Name of lien claimant:

Address of lien claimant:

Address for Service of lien claimant:

Name of Owner:

Claim of llen is made against the estate or interest of;

Address of Owner:

Name of person for whom services or materials were provided:

Address of person for whom services or materials were provided:

Name of Assignor:

Short description of services or materials that have been provided:

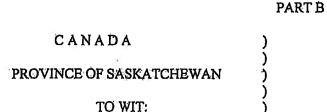
Amount claimed as owing in respect of services or materials that have been provided:

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification)

04/04/14 Day/Month/Year

WARNING:

- 1. Your claim of lich cannot include a claim for interest.
- The Builders' Lien Act prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
- 3. A claim of then against the estate or Interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in a Land Titles Office.



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AFFIDAVIT OF VERIFICATION

I, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out

in the Written Notice of a Lien in Part A are true.

SWORN BEFORE ME at <u>Unity</u>, in the Province of Saskatchewan, this <u>4</u> day of March, *Burry* 2014. April

A Commissioner for Oaths in and for the Province of Saskatchewan. Being a Solicitor. OR My commission expires:

ent O'Omill

()

Brent O'Donnell

Expires November 30, 2014

-2-

1.K. 114846548

Form É (Subsection 50(3) of The Builders' Lien Act)

CLAIM OF LIEN

PART A

Name of lien claimant:

-

Address of lien claimant:

Address for Service of lien claimant:

Name of Owner:

Claim of lien is made against the estate or interest of:

Address of Owner:

Name of person for whom services or materials were provided:

Address of person for whom services or materials were provided:

Name of Assignor:

Short description of services or materials that have been provided:

Amount claimed as owing in respect of services or materials that have been provided:

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification)

14/03/14

Day/Month/Year

WARNING;

- 1. Your olaim of lien cannot include a claim for interest.
- The Builders' Lien Act prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
- A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of The Builders' Lien Act and not registered in a Land Titles Office.

Max George Magnus and Carta Dolores Magnus

Coast Resources Ltd.

McDougali Gauley 701 Broudway Avenue

Saskatoon SK S7K 3L7 Attention: Craig Frith

PO Box 638

Cru Well Servicing Ltd.

Box 1449, 321 - 2nd Avenue West

Unity, Saskatchewan SOK 4L0

Box 303 Luseland, Saskatchewan SOL 2A0

Coast Resources Ltd.

1530 Angus Street Regina, Saskatchewan S4T 1Z1

not applicable

Oil well servicing

\$21,866.25

Surface Parcel #118614731 SW 03-36-25 W3 As described on Certificate of Title 95S01579

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Signature of Lien Claimant/Assignee/Agent

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P	Δ	R	Г	B

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF VERIFICATION

1, Brent O'Donnell, of Unity, in the Province of Saskatchewan, make oath and say that the facts set out in the Written Notice of a Lien in Part A are true.

SWORN BEFORE ME at John of Linety, in the Province of Saskalchewan, this 14 day of March,)) 2014. unt DiDonell Yosama- Pao Brent O'Donnell A Commissioner for Oaths in and for the Province of Saskatchewan. Being a Solicitor. OR My commission expires: Jan 31/15

-2-

BUILDERS' LIEN

Form E **CLAIM OF LIEN**

(Subsection 50(3) of The Builder's Lien Act)

PART A

Name of lien claimant:

Address of lien claimant:

Box 339 Luseland, SK SOL 2A0

Address for service: (if different than above)

Name of owner or person believed to be owner:

Claim of lien is made against the estate or interest of:

Address of owner or person believed to be owner:

Name of person for whom the services or materials have been provided:

Address of person for whom the services or materials have been provided:

Bankers Hall West Tower 1000, 888 - 3rd Street S.W. Calgary, AB T2P 5C5

Attention: Brett Wilson

FTI Consulting Canada Inc.

Coast Resources Ltd.

FTI Consulting Canada Inc. Attention: Brett Wilson **Bankers Hall West Tower** 1000, 888 - 3rd Street S.W. Calgary, AB T2P 5C5

N/A

Name of Assignor:

Short description of the services or materials that have been provided:

Fluids hauling and snow clearance

H:\Client\57050\1\S0475863.DOC - 10:33 AM / April 17, 2014

KNC Holdings Ltd.

c/o Robertson Stromberg LLP 600, 105 - 21^{s1} Street East Saskatoon, SK S7K 0B3 Attention: Bill Preston, Q.C.

Coast Resources Ltd.

Coast Resources Ltd.

Page 2

The amount claimed in respect of services or materials that have been provided: \$161,073.75

A description of the land: (sufficient for identification purposes) PNG Lease Interest Register #115955938 against LSDs 1,2, 7, 8, 9 and 10 of E 1/2 21-35-25 W3

LSD 4 of 3-36-25 W3

Crown lease PN53920, LSD 12 of 22-35-25 W3

KNC HOLDINGS LTD.

<u>May 5/14</u> Month/Year

PER: Signature of Lien (Jaimant/Assignee/Agent

PART B

AFFIDAVIT OF VERIFICATION

I, KIM ZOLLER, hereby make oath and say that the facts set out in the claim of lien in Part A are true.

SWORN before me at Luseland, in the Province of Saskatchewan, this 57% day of April, 201 MAY A COMMISSIONER FOR OATHS for Saskatchewan. My commission expires

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(E)

BUILDERS' LIEN

Form E CLAIM OF LIEN

Registered & Recorded at Regina, Sask. on the 9th .dav of_ Mai 20_14_as Document No. 427 haveines

Records Officer (Subsection 50(3) of The Builder's Lien Act Ministry of the Economy

PART A

Name of lien claimant:

KNC Holdings Ltd.

Address of lien claimant:

17

ł

Box 339 Luseland, SK SOL 2A0

Address for service: (if different than above)

Name of owner or person believed to be owner:

Claim of lien is made against the estate or interest of:

Address of owner or person believed to be owner:

Name of person for whom the services or materials have been provided:

Address of person for whom the services or materials have been provided:

Name of Assignor:

Short description of the services or materials that have been provided:

c/o Robertson Stromberg LLP 600, 105 - 21st Street East Saskatoon, SK S7K 0B3 Attention: Bill Preston, Q.C.

Coast Resources Ltd.

Coast Resources Ltd.

FTI Consulting Canada Inc. Attention: Brett Wilson Bankers Hall West Tower 1000, 888 - 3rd Street S.W. Calgary, AB T2P 5C5

Coast Resources Ltd.

FTI Consulting Canada Inc. Attention: Brett Wilson **Bankers Hall West Tower** 1000, 888 - 3rd Street S.W. Calgary, AB T2P 5C5

N/A

Fluids hauling and snow clearance

H\Client\57050\1\S0475863.DOC - 10:33 AM / April 17, 2014

 $\left\{ , \cdot \right\}$

A description of the land: (sufficient for identification purposes) \$161,073.75

PNG Lease Interest Register #115955938 against LSDs 1,2, 7, 8, 9 and 10 of E ½ 21-35-25 W3

LSD 4 of 3-36-25 W3

Crown lease PN53920, LSD 12 of 22-35-25 W3

KNC HOLDINGS LTD.

May 5/14 Day/Month/Year

PER: Signature of Lien Claimant/Assignee/Agent

PART B

AFFIDAVIT OF VERIFICATION

I, KIM ZOLLER, hereby make oath and say that the facts set out in the claim of lien in Part A are true.

SWORN before me at Luseland, in the Province of Saskatchewan, this 570% day of April, 2014. mor gay afellosse-A COMMISSIONER FOR OATHS for Saskatchewan. e 30/16 My commission expires

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Page 2

1.R. 119788138

i

SASKATCHEWAN <u>THE BUILDER'S LIEN ACT</u> Form E

CLAIM OF LIEN (Subsection 50(3))

<u>PART A</u>

Name of lien claimant:

TRICAN PARTNERSHIP

Address of lien claimant:

2900, 645 - 7th Avenue S.W. Calgary, Alberta T2P 4G8

Address for Service of lien claimant: 2900, 645 - 7th Avenue S.W. Calgary, Alberta T2P 4G8

Name of Owner: Coast Resources Ltd.

Claim of lien is made against the estate or interest of:

Coast Resources Ltd. and all persons holding or owning an estate or interest in the land described below, except for the interest as the fee simple owner

Address of Owner: 203 – 3035 Tutor Drive Regina, Saskatchewan S4W 1B5

Address of Owner's Power of Attorney in Saskatchewan:

1530 Angus Street Regina, Saskatchewan S4T 1Z1

Name of person for whom services or materials were provided:

Coast Resources Ltd.

Address of person for whom services or materials were provided:

203 – 3035 Tutor Drive Regina, Saskatchewan S4W 1B5

Name of Assignor: N/A

. . .

Short description of services or materials that have been provided:

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829322, 829525 and 829918, for the oil field facility located on LSD 1-21-35-25-W3M.

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829522, 854056, 856382, 856648 and 856863, for the oil field facility located on LSD 2-21-35-25-W3M.

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829524, 829919, 854301, 854335, 854506, 856217, 856218 and 856647, for the oil field facility located on LSD 7-21-35-25-W3M.

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829183, 829523, 829921 and 856646, for the oil field facility located on LSD 8-21-35-25-W3M.

Amount claimed as owing in respect of services or materials that have been provided:

\$94,548.30

Description of land:

all mines and minerals within, upon or under the South East Quarter of Section 21, Township, 35, Range 25, West of the Third Meridian, Saskatchewan Title #113673922, Mineral Parcel #146053773.

Dat/Month/Year

TRÍCAN PÀRTNERSHIP

Signature of Lien Claimant/Assignce/Agent

507 I,

I, <u>(bithe [] has set</u>, of the City of Calgary, in the Province of Alberta, hereby make oath and say that the facts set out in the claim of lien in Part A are true.

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SWORN before me at the City of Calgary, in the Province of Alberta, this _____ day of February, 2014.

A NOTARY UBLIC in and for the Province of Alberta. G. BF My comm. exp. _______. Or Being a Solicitor. Notary Public must affix Notarial seal.

G. BRIAN DAVISON Q.C. BARRISTER & SOLICITOR

- 3 -

I.K. 119988127

SASKATCHEWAN <u>THE BUILDER'S LIEN ACT</u> Form E

CLAIM OF LIEN (Subsection 50(3))

PART A

Name of lien claimant:

TRICAN PARTNERSHIP

Address of lien claimant:

2900, 645 - 7th Avenue S.W. Calgary, Alberta T2P 4G8

Address for Service of lien claimant: 2900, 645 - 7th Avenue S.W. Calgary, Alberta T2P 4G8

Name of Owner: Coast Resources Ltd.

Claim of lien is made against the estate or interest of:

Coast Resources Ltd. and all persons holding or owning an estate or interest in the land described below, except for the interest as the fee simple owner

Address of Owner: 203 – 3035 Tutor Drive Regina, Saskatchewan S4W 1B5

Address of Owner's Power of Attorney in Saskatchewan:

1530 Angus Street Regina, Saskatchewan S4T 1Z1

Name of person for whom services or materials were provided:

Coast Resources Ltd.

Address of person for whom services or materials were provided:

203 – 3035 Tutor Drive Regina, Saskatchewan S4W 1B5

Name of Assignor: N/A

Short description of services or materials that have been provided:

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829181, 8295213, 854507, 856216, 856381 and 856644, for the oil field facility located on LSD 9-21-35-25-W3M.

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice number 829182, for the oil field facility located on LSD 10-21-35-25-W3M.

Amount claimed as owing in respect of services or materials that have been provided:

\$31,581.00

Description of land:

all mines and minerals within, upon or under the North East Quarter of Section 21, Township 36, Range 25, West of the Third Meridian, Saskatchewan Title #113673900, Mineral Parcel #146053751

TRICANPARTMERSHIP

Signature of Lien Claimant/Assignee/Agent

PART B

A NOTARY PUBLIC in and for the Province of Alberta.

G. BRIAN DAVISON Q.C. BARRISTER & SOLICITOR

My comm. exp. _________BARRIST Or Being a Solicitor. Notary Public must affix Notarial seal. - 3 -

(. . **)**

SASKATCHEWAN THE BUILDER'S LIEN ACT Form E

CLAIM OF LIEN (Subsection 50(3))

<u>PART A</u>

TRICAN PARTNERSHIP

Registered & Recorded at Regina, Sask. on the <u>14th</u> day of <u>Fibruary</u> 20<u>14</u> as Document No. <u>4266</u>

Name of lien claimant;

Address of lien claimant: 2900, 645 - 7th Avenue S.W. Calgary, Alberta T2P 4G8 H. Maschues Records Officer Ministry of the Economy

Address for Service of lien claimant: 2900, 645 - 7th Avenue S.W. Calgary, Alberta T2P 4G8

Name of Owner: Coast Resources Ltd.

Claim of lien is made against the estate or interest of:

Coast Resources Ltd. and all persons holding or owning an estate or interest in the land described below, except for the interest as the fee simple owner

Address of Owner: 203 – 3035 Tutor Drive Regina, Saskatchewan S4W 1B5

Address of Owner's Power of Attorney in Saskatchewan:

1530.Angus Street Regina, Saskatchewan S4T 1Z1

Name of person for whom services or materials were provided:

Coast Resources Ltd.

Address of person for whom services or materials were provided:

203 – 3035 Tutor Drive Regina, Saskatchewan S4W 1B5

Name of Assignor: N/A

27

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Short description of services or materials that have been provided:

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829323 and 829520, for the oil field facility located on 12-22-35-25-W3M.

Amount claimed as owing in respect of services or materials that have been provided:

\$8,613.00

Description of land;

PNG from Surface to Base Bakken formation in the following lands: Section 22-35-25-W3M PN53920

TRICANPARTNERSHIP

Signature of Lien Claimant/Assignee/Agent

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PART B

PAROS , of the City of Calgary, in the Province of Alberta, hereby I. make oath and say that the facts set out in the claim of lien in Part A are frue.

SWORN before me at the City of Calgary, in the Province of Alberta, day of February, 2014. this

A NOTARY PUBLIC in and

for the Province of Alberta. My comm. exp. Or Being a Solicitor.

BARRISTER & SOLICITOR

G. BRIAN DAVISON Q.C.

Notary Public must affix Notarial seal.

SASKATCHEWAN THE BUILDER'S LIEN ACT Form E

CLAIM OF LIEN (Subsection 50(3))

PART A

Name of lien claimant:

TRICAN PARTNERSHIP

Address of lien claimant:

2900, 645 - 7th Avenue S.W. Calgary, Alberta T2P 4G8

Address for Service of lien claimant: 2900, 645 - 7th Avenue S.W. Calgary, Alberta T2P 4G8

Name of Owner: Coast Resources Ltd.

Claim of lien is made against the estate or interest of:

Coast Resources Ltd. and all persons holding or owning an estate or interest in the land described below, except for the interest as the fee simple owner

Address of Owner: 203 – 3035 Tutor Drive Regina, Saskatchewan S4W 1B5

Address of Owner's Power of Attorney in Saskatchewan:

1530 Angus Street Regina, Saskatchewan S4T 1Z1

Name of person for whom services or materials were provided:

Coast Resources Ltd.

Address of person for whom services or materials were provided:

203 – 3035 Tutor Drive Regina, Saskatchewan S4W 1B5

Name of Assignor: N/A

Short description of services or materials that have been provided:

All labour, equipment, materials and services supplied in connection with the provision of a chemical product described as AS-1 for use on oil and gas wells as described in invoice numbers 829920, 854302, 854508, 856380 and 856645, for the oil field facility located on LSD 4-3-36-25.

Amount claimed as owing in respect of services or materials that have been provided:

\$16,173.30

Description of land:

all mines and minerals within, upon or under the South West Quarter of Section 3, Township 36, Range 25, West of the Third Meridian, Saskatchewan Title #114394316, Mineral Parcel #146403558

Day/Month/(Year

MERSHIP TRICAN P

Signature of Lien Claimant/Assignee/Agent

PART B

I, <u>| GUA | And</u>, of the City of Calgary, in the Province of Alberta, hereby make oath and say that the facts set out in the claim of lien in Part A are true.

SWORN before me at the City of Calgary, in the Province of Alberta, this _____ day of February, 2014.) A NOTARY PLIBHIC in and for the Province of Alberta. My comm. exp. _____ Or Being a Solicitor.

Notary Public must affix Notarial seal.

No. 0618 P. 4/7





Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

Use the Begin Attachment Sheet for submissions in both paper format and electronic format (e-mail, e-fax, CD-ROM).

Do not use this Begin Attachment Sheet to separate Application/Request Sheets that do not have supporting documentation.

Example 1:

When submitting a Plan Processing Packet Cover Page with a Plan Processing Request Sheet and a Plan on paper with additional supporting documentation add this Begin Attachment Sheet between the Request Sheet and the Plan. This indicates the end of the request and the beginning of the plan that you have attached. The order for submitting this package would be the Packet Cover Page first, the Request Sheet, the Begin Attachment Sheet, followed by the Plan and other supporting documentation.

Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.

SASKATCHEWAN The Builders' Lien Act Form E CLAIM OF LIEN (Subsection 50(3) Part A

Name of Lien Claimant: CAL-GAS INC. Address of Lien Claimant: 255 - 64 Avenue S.E. CALGARY, Alberta T2C 2C8 Address for Service of Lien Claimant: c/o Robertson Moskal Sarsons **Barristers and Solicitors** P.O. Box 1680 LLOYDMINSTER, Saskatchewan S9V 1K6 Name of Owner: DEVON CANADA CORPORATION and all persons holding or owning an estate or interest in the lands described below Claim of lien is made against COAST RESOURCES LTD. the estate or interest of: 2nd Floor, 2035 Tutor Drive, Regina SK S4W 1B5 Address of Owner: Name of Person for whom services or materials were provided: COAST RESOURCES LTD. Address of person for whom services or materials were 2nd Floor, 2035 Tutor Drive, Regina, SK S4W 1B5 provided: Name of Assignor: NOT APPLICABLE Supply of propane and equipment in connection with the Short Description of services recovery of hydrocarbons at wellsite(s) or materials that have been provided:

Amount claimed as owing in respect of services or materials provided:

\$14,159.92

Description of Land:

Mineral Parcel #146053773

Reference Land Description: SE Sec 21 Twp 35-Rge 25 W3 Ext. 0 As described in Certificate of Title 98MW14435G

27 March 2014

CAL-GAS INC. Per: Signature of Lien Olaimant/Assignee/Agent

WARNING

- 1. Your claim of lien cannot include a claim for interest.
- 2. The Builders' Lien Act prohibits the filing of claims which are exaggerated or nonexistent and a person making such a claim is liable to any person who suffers loss or damage as a result.
- 3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

Note: Where an assignee signs, the assignee is the lien claimant for the purposes of completing this form.

Part B

AFFIDAVIT OF VERIFICATION

I, DAVID PYNTEN, of Lloydminster, in the Province of Alberta, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME at Lloydminster, in the Province of Alberta this <u>27th</u> day of <u>March</u> 2014.

1

Name: Christopher J. Sarsons A COMMISSIONER FOR OATHS in and for the Province of Alberta Being a Solicitor

I.R. 119872615





Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

Use the Begin Attachment Sheet for submissions in both paper format and electronic format (e-mail, e-fax, CD-ROM).

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Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this BegIn Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.

Name of Lien Claimant:

Address of Lien Claimant:

CAL-GAS INC.

255 - 64 Avenue S.E.

SASKATCHEWAN The Builders' Lien Act Form E CLAIM OF LIEN (Subsection 50(3) Part A

CALGARY, Alberta T2C 2C8 Address for Service of Lien Claimant: c/o Robertson Moskal Sarsons Barristers and Solicitors P.O. Box 1680 LLOYDMINSTER, Saskatchewan S9V 1K6 Name of Owner: DEVON CANADA CORPORATION and all persons holding or owning an estate or interest in the lands described below Claim of lien is made against the estate or interest of: COAST RESOURCES LTD. Address of Owner: 2nd Floor, 2035 Tutor Drive, Regina SK S4W 1B5 Name of Person for whom services or materials were provided: COAST RESOURCES LTD. Address of person for whom services or materials were provided: 2nd Floor, 2035 Tutor Drive, Regina, SK S4W 1B5 Name of Assignor: NOT APPLICABLE Short Description of services Supply of propane and equipment in connection with the or materials that have been recovery of hydrocarbons at wellsite(s) provided:

Amount claimed as owing in respect of services or materials provided:

\$1,252.85

Description of Land:

Mineral Parcel #146053773

Reference Land Description: SE Sec 21 Twp 35- Rge 25 W3 Ext. 0 As described in Certificate of Title 98MW14435G

27 March 2014

GAL-GAS INC. Per Signature of Lien Claimant/Assignee/Agent

WARNING

- 1. Your claim of lien cannot include a claim for interest.
- 2. The Builders' Lien Act prohibits the filing of claims which are exaggerated or nonexistent and a person making such a claim is liable to any person who suffers loss or damage as a result.
- 3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

Note: Where an assignee signs, the assignee is the lien claimant for the purposes of completing this form.

Part B

AFFIDAVIT OF VERIFICATION

I, DAVID PYNTEN, of Lloydminster, in the Province of Alberta, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME at Lloydminster, in the Province of Alberta this 27th day of <u>March</u> 2014

Name: Christopher J. Sarsons A COMMISSIONER FOR OATHS in and for the Province of Alberta Being a Solicitor

No. 0619 P. 4/7





Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

Use the Begin Attachment Sheet for submissions in both paper format and electronic format (e-mall, e-fax, CD-ROM).

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Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.

Name of Lien Claimant:

SASKATCHEWAN The Builders' Lien Act Form E **CLAIM OF LIEN** (Subsection 50(3) Part A

CAL-GAS INC. Address of Lien Claimant:

255 - 64 Avenue S.E. CALGARY, Alberta T2C 2C8

Address for Service of Lien Claimant:

c/o Robertson Moskal Sarsons **Barristers and Solicitors** P.O. Box 1680 LLOYDMINSTER, Saskatchewan S9V 1K6

Name of Owner:

DEVON CANADA CORPORATION and all persons holding or owning an estate or interest in the lands described below

Claim of lien is made against the estate or interest of:

Address of Owner:

Name of Person for whom services or materials were provided:

Address of person for whom services or materials were provided:

Name of Assignor:

Short Description of services or materials that have been provided:

Amount claimed as owing in respect of services or materials provided:

COAST RESOURCES LTD.

2nd Floor, 2035 Tutor Drive, Regina SK S4W 1B5

COAST RESOURCES LTD.

2nd Floor, 2035 Tutor Drive, Regina, SK S4W 1B5

NOT APPLICABLE

Supply of propane and equipment in connection with the recovery of hydrocarbons at wellsite(s)

\$6,407.38

Description of Land:

Mineral Parcel #146053751

Reference Land Description: NE Sec 21 Twp 35- Rge 25 W3 Ext. 0 As described in Certificate of Title 98MW14435G

27 March 2014

CAL-GAS INC.

Signature of Lien Claimant/Assignee/Agent

WARNING

- 1. Your claim of lien cannot include a claim for interest.
- 2. The Builders' Lien Act prohibits the filing of claims which are exaggerated or nonexistent and a person making such a claim is liable to any person who suffers loss or damage as a result.
- 3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

Note: Where an assignce signs, the assignce is the lien claimant for the purposes of completing this form.

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Part B

AFFIDAVIT OF VERIFICATION

I, DAVID PYNTEN, of Lloydminster, in the Province of Alberta, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME at Lloydminster, in the Province of Alberta this <u>27th</u> day of <u>March</u>, 2014.

Name: Christopher J. Sarsons A COMMISSIONER FOR OATHS in and for the Province of Alberta Being a Solicitor

SASKATCHEWAN The Builders' Lien Act Form E CLAIM OF LIEN (Subsection 50(3) Part A

Name of Lien Claimant:

Address of Lien Claimant:

CAL-GAS INC.

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4255 - 64 Avenue S.E. CALGARY, Alberta T2C 2C8

Regi	stered	& Reco	brdød	at "
Regi	na, Sa	sk. on		
the_	2nd	day of.	Apri	Ľ.
		-		

20_14_as Document No. 42-71_

Address for Service of Lien Claimant:

havene Records Officer Ministry of the Economy

c/o Robertson Moskal Sarsons Barristers and Solicitors P.O. Box 1680 LLOYDMINSTER, Saskatchewan S9V 1K6

Name of Owner:

COAST RESOURCES LTD. and RED RIVER RESOURCES LTD., and all persons holding or owning an estate or interest in the lands described below, except for the interest as the fee simple owner.

(. R)

Claim of lien is made against the estate or interest of:

Address of Owner:

2nd Floor, 3035 Tutor Drive

COAST RESOURCES LTD.

Regina, Saskatchewan S4W 1B5

Name of Person for whom services or materials were provided:

Address of person for whom services or materials were provided:

Name of Assignor:

Short Description of services or materials that have been provided: 2nd Floor, 2035 Tutor Drives Regina, SK S4W 1B5

COAST RESOURCES LTD.

NOT APPLICABLE

supply and installation of propane tanks and propane fuel to heat petroleum and for operating oilwell production machinery and equipment at the wellsite.

Amount claimed as owing in respect of services or materials provided: \$3,05

\$3,054.74

Description of Land:

All mines and minerals within, upon or under:

Mineral Parcel #146053728 Reference Land Description: NW Sec 22 Twp 35 Rge 25 W3 Extension 0.

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Crown Lease #PN53920

MAR 3 1 2014

CAL-GAS INC. Per: Signature of Lien Claimant/Assignee/Agent

WARNING

1. Your claim of lien cannot include a claim for interest.

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- 2. The Builders' Lien Act prohibits the filing of claims which are exaggerated or nonexistent and a person making such a claim is liable to any person who suffers loss or damage as a result.
- 3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

Note: Where an assignce signs, the assignce is the lien claimant for the purposes of completing this form.

Part B

AFFIDAVIT OF VERIFICATION

I, DAVID PYNTEN, of Lloydminster, in the Province of Alberta, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME At Lloydminster, in the Province of Alberta this <u>31</u> day of <u>MARCH</u>, 2014.

 $\{ : \}$

Name: Christopher J. Sarsons A COMMISSIONER FOR OATHS in and for the Province of Alberta Being a Solicitor.

No. 0617 P. 4

1. R. 119872558





Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

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Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.

SASKATCHEWAN The Builders' Lien Act Form E CLAIM OF LIEN (Subsection 50(3) Part A

Name of Lien Claimant: CAL-GAS INC. Address of Lien Claimant: Cal-Gas Inc. 4255 - 64 Avenue S.E. CALGARY, Alberta T2C 2C8 Address for Service of Lien Claimant: c/o Robertson Moskal Sarsons Barristers and Solicitors P.O. Box 1680 LLOYDMINSTER, Saskatchewan S9V 1K6 Name of Owner: DEVON CANADA CORPORATION and all persons holding or owning an estate or interest in the lands described below, except for the interest as the fee simple owner. Claim of lien is made against the estate or interest of: COAST RESOURCES LTD. Address of Owner: 2nd Floor, 2035 Tutor Drive, Regina SK S4W 1B5 Name of Person for whom services or materials were provided: COAST RESOURCES LTD. Address of person for whom services or materials were 2nd Floor, 2035 Tutor Drive, Regina, SK S4W 1B5 provided: Name of Assignor: NOT APPLICABLE Short Description of services Provide propane and equipment in connection recovery of hydrocarbons at wellsite(s) or materials that have been provided: Amount claimed as owing in respect of services or materials \$21,176.77 provided:

Description of Land:

Mineral Parcel #146403558

Reference Land Description: SW Sec 03 Twp 36-Rge 25 W3 Ext. 0 As described in Certificate of Title 98MW00906D

13 March 2014

AL-GAS INC. Per Signature of Lien Claimant/Assignee/Agent

WARNING

- 1. Your claim of lien cannot include a claim for interest.
- 2. The Builders' Lien Act prohibits the filing of claims which are exaggerated or nonexistent and a person making such a claim is liable to any person who suffers loss or damage as a result.
- 3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

Note: Where an assignee signs, the assignee is the lien claimant for the purposes of completing this form.

Part B

AFFIDAVIT OF VERIFICATION

I, <u>David Pynten of Lloydminster</u>, Alberta, of Machin, inx the Revince of Sachetabarran, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME at Lloydminster, in the Province of Alberta this <u>27</u> day of <u>March</u>, 2014.

Name: Christopher J. Sarsons A COMMISSIÔNER FOR OATHS in and for the Province of Alberta Being a Solicitor

:

** * ** **

THE BUILDERS' LIEN ACT Form E (Subsection 50(3) of The Builders' Lien Act)

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Claim of Lien PART A

Name of flat claimant:	Baker Hughes Canada Company		
Address of lish claimant:	PO Box L180, Station M Calgary, AB T2P 2K9		
Address fan servien (leave blank wiless different from above):	McKercher LLP 374 – 3 rd Äveitue South Suskatson, SK. S7K 1.M5 -Attention: Paul Clemens		
Name of Öwner:	Devon Canada Corporation		
Claim of lien is made against the estate or Interest of:	Devon Canada Corporation and Coast Resources Ltd.		
Address of Owner:	2000 <u>,</u> 400 — 3 ^{Ri} Avenue SW Calgary, AB T2P 4H2		
Name of person for whom the services and materials have been provided:	Coast Resources Ltd.		
Address of person for whom the services and materials have been provided:	1530 Angus Street Regina, SK SAT (ZT		
Näme of Assignor: (lane likak if claim of lien has not been assigned)	Ň/Ă		
Short description of the services and materials that have been provided:	Oil well servicing		
Amount claimed in respect of services or-materials that have been provided:	£33,694,11		
A description of the land:	Mineral Parcel #146053773. SB-21-35-25-W3 as described on Certificate of Title, 98MW144350		
(sufficient for the purposes of registration or,			

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Page 2

where this claim of lien is to be given to the Crown, for purposes of identification):

Baker Hughes Canada Corporation Fer:

2011

Day/Month/Year

Signature of Lien Claimant

WARNING

1. Your claim cannot include a claim far interest

- The Builders Lien Act prohibits the filling of claims which are exaggerated or non-existent and a person making such a claim is Rable to any person who suffers loss or damage as a result:
- A claim of then against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section \$2 of The Builders' Lien Act and not registered in a Land Titles Office.)

Form L

Part B

Affidavit of Verification

1. <u>Albert Lo</u> of the City of <u>Calgery</u>. In the Province of <u>Albert A</u>, hereby make onth and say that the facts set out in the claim of lien in Part A. are interesting.

SWORN before me at the <u>City of CASE</u>, in the Province of <u>ASSE</u> this <u>AS</u> day of April, 2014.

ジッシンシー

A Notary Public for the Province of Alberta My Appointment Expires: OR Contraction Solicity Joint Student-At-Law ALBERTLO

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THE BUILDERS' LIEN ACT Form E (Subsection 50(3) of The Builders' Lien Act)

Claim of Lien PART A

Name of lien claimant:

. . .

Address of lien claimant:

Baker Hughes Canada Company

PO Box 1180, Station M Calgary, AB T2P 2K9

Address for service: (leave blank unless different from above) McKercher LLP 374 – 3rd Avenue South Saskatoon, SK S7K 1M5 Attention: Paul Clemens

Name of Owner:

William Joseph Holton and Donna Lynn Holton

Claim of lien is made against the estate or interest of:

Coast Resources Ltd.

Address of Owner:

Name of person for whom the services and materials have been provided:

Address of person for whom the services and materials have been provided:

Name of Assignor: (leave blank if claim of lien has not been assigned)

Short description of the services and materials that have been provided:

Amount claimed in respect of services or materials that have been provided:

A description of the land:

(sufficient for the purposes of registration or, where this claim of lien is to be given to the Box 562 Luseland, Saskatchewan, S0L 2A0

Coast Resources Ltd.

1530 Angus Street Regina, SK S4T 1Z1

N/A

.

Oil well servicing.

\$33,694.01

Surface Parcel #118620097, SE-21-35-25-W3 as described on Certificate of Title, 98MW14435G

Crown, for purposes of identification):

Baker Hughes Canada Corporation Per:

15 April 2014 Dav/Month/Year

Signature of Lion Claimant

WARNING

- 1. Your claim cannot include a claim for bilerest.
- 2. The Bullders' Lien Act prohibits the filing of claims which are exaggeristed of how existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
- A claim of lien against the estate or interest of the Grown slipuid be given to the oppropriate Crown agency pr accordance with section 52 of The Builders' Lien Act and not registered in a Land Tilles Office.)

Form E

Part B

Affidavit of Verification

I. <u>Albert Lo</u>, of the City of <u>Cellense</u>, in the Province of <u>Albert</u>, hereby make oath and say that the lasts set out in the claim of lien in Part A are true.

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SWORN before me at the City of <u>Celescov</u>, in the Province of <u>Allocation</u> this <u>1</u> < day of April, 2014.

A Notary Public for the Province of Alberta. My Apple diment Expires: OR Being a Solicitor Reflection Calginist Student-At-Law

luko

ALBERT LO

.

No. 0230 P. 4/7





Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

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Do not use this Begin Attachment Sheet to separate Application/Request Sheets that do not have supporting documentation.

Example 1:

When submitting a Plan Processing Packet Cover Page with a Plan Processing Request Sheet and a Plan on paper with additional supporting documentation add this Begin Attachment Sheet between the Request Sheet and the Plan. This Indicates the end of the request and the beginning of the plan that you have attached. The order for submitting this package would be the Packet Cover Page first, the Request Sheet, the Begin Attachment Sheet, followed by the Plan and other supporting documentation.

Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.

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SASKATCHEWAN The Builders' Lien Act Form E CLAIM OF LIEN (Subsection 50(3) Part A

Name of Lien Claimant:	ROUNDED ENERGY SERVICES LTD.
Address of Lien Claimant:	P.O. Box 808 Macklin, Saskatchewan SOL 2C0
Address for Service of Lien Cla	imant:
×	c/o Robertson Moskal Sarsons Barristers and Solicitors P.O. Box 1680 LLOYDMINSTER, Saskatchewan S9V 1K6
Name of Owner:	DEVON CANADA CORPORATION and all persons holding or owning an estate or interest in the lands described below, except for the interest as the fee simple owner.
Claim of lien is made against the estate or interest of:	COAST RESOURCES LTD.
Address of Owner:	2 nd Floor, 2035 Tutor Drive, Regina SK S4W 1B5
Name of Person for whom services or materials were provided:	COAST RESOURCES LTD.
Address of person for whom services or materials were provided:	2 nd Floor, 2035 Tutor Drive, Regina, SK S4W 1B5
Name of Assignor:	NOT APPLICABLE
Short Description of services or materials that have been provided:	Spot units, rig in, surface coil rod and rig out in connection recovery of hydrocarbons at wellsite(s)

Amount claimed as owing in respect of services or materials provided:

\$18,846.88

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Description of Land:

Mineral Parcel #146053773

Reference Land Description: SE Sec 21 Twp 35-Rge 25 W3 Ext. 0 As described in Certificate of Title 98MW14435G

13 March 2014

ROUNDED ENERGY SERVICES LTD.

Per: Signature of Lien Claimant/Assignee/Agent

WARNING

- 1. Your claim of lien cannot include a claim for interest.
- 2. The Builders' Lien Act prohibits the filing of claims which are exaggerated or nonexistent and a person making such a claim is liable to any person who suffers loss or damage as a result.
- 3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

Note: Where an assignce signs, the assignce is the lien claimant for the purposes of completing this form.

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Part B

AFFIDAVIT OF VERIFICATION

I, TYLER GRANT FORSETH, of Macklin, in the Province of Saskatchewan, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME at Macklin, in the Province of Saskatchewan this 13th day of March, 2014.

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Name: Christopher J. Sarsons A COMMISSIONER FOR OATHS in and for the Province of Alberta Being a Solicitor.

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No. 0229 P. 4





Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

Use the Begin Attachment Sheet for submissions in both paper format and electronic format (e-mail, e-fax, CD-ROM).

Do not use this Begin Attachment Sheet to separate Application/Request Sheets that do not have supporting documentation.

Example 1:

When submitting a Plan Processing Packet Cover Page with a Plan Processing Request Sheet and a Plan on paper with additional supporting documentation add this Begin Attachment Sheet between the Request Sheet and the Plan. This indicates the end of the request and the beginning of the plan that you have attached. The order for submitting this package would be the Packet Cover Page first, the Request Sheet, the Begin Attachment Sheet, followed by the Plan and other supporting documentation.

Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.

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SASKATCHEWAN The Builders' Lien Act Form E CLAIM OF LIEN (Subsection 50(8) Part A

	Part A
Name of Lien Claimant:	ROUNDED ENERGY SERVICES LTD.
Address of Lien Claimant:	P.O. Box 808 Macklin, Saskatchewan S0L 2C0
Address for Service of Lien Clai	imant:
	c/o Robertson Moskal Sarsons Barristers and Solicitors P.O. Box 1680 LLOYDMINSTER, Saskatchewan S9V 1K6
Name of Owner:	DONNA LYNN HOLTON and WILLIAM JOSEPH HOLTON and all persons holding or owning an estate or interest in the lands described below, except for the interest as the fee simple owner.
Claim of lien is made against the estate or interest of:	COAST RESOURCES LTD.
Address of Owner:	2 nd Floor, 2035 Tutor Drive, Regina SK S4W 1B5
Name of Person for whom services or materials were provided:	COAST RESOURCES LTD.
Address of person for whom services or materials were provided:	2 nd Floor, 2035 Tutor Drive, Regina, SK S4W 1B5
Name of Assignor:	NOT APPLICABLE
Short Description of services or materials that have been provided:	Spot units, rig in, surface coil rod and rig out in connection recovery of hydrocarbons at wellsite(s)
Amount claimed as owing in respect of services or materials provided:	\$13,846.88

Description of Land:

Surface Parcel #118620097

Reference Land Description: SE Sec 21 Twp 35- Rge 25 W3 Ext. 0 As described in Certificate of Title 97S42190

13 March 2014

ROUNDED ENERGY SERVICES LTD.

Per: Signature of Lien Claimant/Assignee/Agent

WARNING

- 1. Your claim of lien cannot include a claim for interest.
- 2. The Builders' Lien Act prohibits the filing of claims which are exaggerated or nonexistent and a person making such a claim is liable to any person who suffers loss or damage as a result.
- 3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien* Act and not registered in the Land Titles Office.

Note: Where an assignce signs, the assignce is the lien claimant for the purposes of completing this form.

Part B

AFFIDAVIT OF VERIFICATION

I, TYLER GRANT FORSETH, of Macklin, in the Province of Saskatchewan, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

SWORN BEFORE ME at Macklin, in the Province of Saskatchewan this 13th day of March, 2014.

Name: Christopher J. Sarsons A COMMISSIONER FOR OATHS in and for the Province of Alberta Being a Solicitor.

SASKATCHEWAN The Builders' Lien Act Form E CLAIM OF LIEN (Subsection 50(3) Part A

Name of Lien Claimant:

Address of Lien Claimant:

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ROUNDED ENERGY SERVICES LTD.

P.O. Box 808 Macklin, Saskatchewan S0L 2C0

Address for Service of Lien Claimant:

c/o Robertson Moskal Sarsons Barristers and Solicitors P.O. Box 1680 LLOYDMINSTER, Saskatchewan S9V 1K6

Name of Owner:

COAST RESOURCES LTD. and RED RIVER RESOURCES LTD., and all persons holding or owning an estate or interest in the lands described below, except for the interest as the fee simple owner.

Claim of lien is made against the estate or interest of:

Address of Owner:

2nd Floor, 3035 Tutor Drive Regina, Saskatchewan S4W 1B5

COAST RESOURCES LTD.

COAST RESOURCES LTD.

2nd Floor, 2035 Tutor Drives

Name of Person for whom services or materials were provided:

Address of person for whom services or materials were provided:

Name of Assignor:

NOT APPLICABLE

Regina, SK S4W 1B5

Short Description of services or materials that have been provided:

Spot unit, rig in, surface coiled rod, rig out

Amount claimed as owing in respect of services or materials provided: \$1,890.00



Description of Land:

All mines and minerals within, upon or under:

Mineral Parcel #146053728 Reference Land Description: NW Sec 22 Twp 35 Rge 25 W3 Extension 0.

Crown Lease #PN53920

13 March 2014

ROUNDED ENERGY SERVICES LTD.

Per: Zyling Signature of Lien Claimant/Assignee/Agent

WARNING

- 1. Your claim of lien cannot include a claim for interest.
- 2. The Builders' Lien Act prohibits the filing of claims which are exaggerated or nonexistent and a person making such a claim is liable to any person who suffers loss or damage as a result.
- 3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in the Land Titles Office.

Note: Where an assignce signs, the assignce is the lien claimant for the purposes of completing this form.

Registered & Recorded at Regina, Sask. on

the 20th day of March

20_14_as Document No. 4210

A. Marcher

Records Officer Ministry of the Economy

Part B

AFFIDAVIT OF VERIFICATION

I, TYLER GRANT FORSETH, of Macklin, in the Province of Saskatchewan, the duly authorized agent for the within named Lien Claimant, do hereby make oath and say that the facts set forth in the claim of lien in Part A are true.

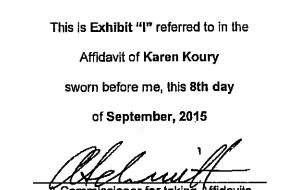
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SWORN BEFORE ME at Macklin, in the Province of Saskatchewan this 13th day of March, 2014

Name: Christopher J. Sarsons A COMMISSIONER FOR OATHS in and for the Province of Alberta Being a Solicitor.

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77.

A Commissioner for taking Affidavits

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COAST RESOURCES LTD. Mineral Lease Property Report	
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							Depository Address	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7 S4P 3V7
							Address	2101 SCARTH STREET REGINA SAF 3VT SAP 3VT
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ties		LSR 100.000000	100.0% of all products, CROWN DEDUCTIONS	Receivers	100.000000 SIR			SASKATCHEWAN INDUSTRY AND RESOURCES
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Page 5 of 36

General	1	Dates		Rental Info		Acc	Acquisition		Summa	Summary Acreages (Gross/Net)	Gross/Net	â				
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M00016 Split 1

M00101 Status: Lse:		- Pase	EEB_07_0011	•	C.						176 120000				
Status: Lse:				Gross \$:	እ በ	\$906.50 Bo	Bonus:	\$161,797.00	Total: H	259.000000/			Expose: H	259.000000 /	176.120000
Lse:	ACTIVE	Effective:	Effective: APR-01-2011	Net \$:	\$6	\$616.41 Rei	Rent & Fee:	\$0.00	۷	647.500000/	0/ 440.300000	00000	۲	647.500000/	440.300000
	PNG	Expiry:	MAR-31-2016	Date: /	APR-01-2012		Totai:	\$161,797.00	Dev:H	0.000000/		0.00000	Prod: H	0.000000.0	0.000000
Area:	SK HOOSIER	Acq'd:	FEB-07-2011	Freq:	Annual	õ	Our %:	100.000000	۷	0.0000000	_	0.000000	۷	0.000000/	0.00000
Fh/Cr:	CR PN65396	Termin		Paid By: 1	LANE LAN	LANE LAND SER'Our Share:	r Share:	\$161,797.00	UnDev: H	259.000000/		176.120000 NonProd: H	IProd: H	259.000000/	176.120000
Min.int:	100.000000					Me		CROWN SALE	A	647.500000/	0/ 440.30000	0000	۲	647.500000/	440,300000
Zone:															
	Split Status	Acquired	Extension		Expiry	Extended Expiry Terminated	1 Operator	-	Accounting Code		Rental % Ir	Interest Type	ype Prod	Þ	AMI ROFR
	1 ACTIVE						COAST		70077		100.00000C W	W	dN		
	Lands / Rights / Wells	ells						interests							
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	PNG from SURFACE to BASE PRECAMBRIAN	E to BASE I	PRECAMBRIAN						2.00000	2.000000 1135868 AB INC. [1135868]	INC. [11358	868]			
	Royalties								68.00000	68.00000 COAST RESOURCES LTD. [COAST]	OURCES L	.TD. [COA	SП		
	Type	*	% of Prod	Convertibi	Convertibility / Take-in-Kind	in-Kind			5.00000	5.000000 COAST SERVICES INC. [COAST SERV]	NICES INC.	COAST	SERVI		
	LSR	7	100.000000	Non-Conv	Non-Convertible, Not TIK	t TIK		1	10.00000	10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]	OLDINGS IN	NC. FEDI	RKOI		
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				68.000000	D COAST	зт		Acreage (Acreage (Gross/Net)						
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	GOR [C00004:2]		68.000000	Non-Conv	Non-Convertible, Not TIK	t TIK		_	UnDev: H	259.000000/	176.120	176.120000 NonProd: H		259.000000 /	176.120000
	2.0% of all products, SIMILIAR TO CROWN	SIMILLAR	TO CROWN						•	647.500000/	440.300000	00		647.500000 /	440.300000
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	100.000000 N	MCHARG		100.000000		зт									
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								SASKATCHEWAN	HEWAN			SASKAT	SASKATCHEWAN	7	

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				-hau	Allina		Our %:	100000	2	v 0.000000	/000	0.00000	<	0.000000/	0.000000
Fh/Cr:		Termin		Paid By:	LANELA	ND SERIC	LANE LAND SERIOUR Share:	\$161,064.33	K3 UnDev:H	1 259.000000/		76.120000 N	176.120000 NonProd: H	259.000000/	176.120000
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	1 ACTIVE	2012-02-06	g				COAST	ST	70089		100.000000		dN		
-	Lands / Rights / Welis	elis						interests	ŝ						
-	TWP 33-RGE 27-W3M	3M 12	2					(Active	(Active WI & Rental) WI	M					
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	101/07-12-033-27W3/00		D&A												
_	Royalties											COMMONTEDIANO ROLLINGS INC. (FEDIANO) E COMMONTEDIALE D'ALI E CASTED D'ALEVELET DI			
	Type	%	% of Prod	Convertit	Convertibility / Take-in-Kind	-in-Kind						B. DODODO VIEVVEIELU UIL & GAS LI U. [VIEWF B. DODODO CAST BESAI IRCES I TD I MAST	VIEWFIELUJ		
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	2.0% of all products, SIMILIAR TO CROWN	SIMILIAR	TO CROWN						0.00000						
_	Receivers			Pavors											
	100 00000 M	MCHAPC			Taking on	ът		Acreage	Acreage (Gross/Net)						
1.	000000			000000				ļ	Total: H	259.000000	_	176.120000 Expose: H		259.000000 /	176.120000
	LSR	¥	100.000000	Non-Convert	vertible, Not TIK	4 TIK			۷	647.500000/	_	440.300000		647.500000 /	440.300000
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M00112 Split 1

ACTIVE	Lease: F	FEB-07-2011	Gross \$:			Acquisition Bonus:	\$142,569.00		Summary Acreages (Gross/Net) Total: H 259.000000/ 176.12	/ 176.12000		Expose: H	259.000000/	176.120000
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CR PN65397			ž:	LANE LAN	LANE LAND SER'OUR Share:	r Share:	\$142,569.00	UnDev:H	259,000000/		176.120000 NonProd: H	Prod: H	259.000000/	176.120000
100.000000					Me		CROWN SALE		647.500000/	•	0000		647.500000/	440.300000
Status	Acquired	Extension		Expiry	Extended Explry Terminated	d Operator	ator	Accounting Code		Rentai % in	Interest Type	e Prod	п	AMI ROFR
ACTIVE						COAST	ST	70077		100.00000C W		đ		
Lands / Rights / Welis	<i>l</i> elis						Interests							
TWP 33-RGE 27-W3M	V3M 13						(Active V	(Active WI & Rental) W	M					
SURFAC	CE to BASE P	PNG from SURFACE to BASE PRECAMBRIAN						5.00000	5.000000 COAST SERVICES INC. [COAST SERV]	VICES INC.	ICOAST S	ERV		
Royalties								5.00000	5.000000 VIEWFIELD OIL & GAS LTD. MEWFIELD	OIL & GAS L	-TD. MEV	VFIELD		
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Receivers			Payors					68.00000	68.000000 COAST RESOURCES LTD. ICOASTI	OURCES LT	TD. ICOAS	E		
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	9	100.00000	Non-Converti	ertible, Not TIK	t TIK		Acreade	Acreage (Gross/Net)						
of all produ	ucts, CROWN	100.0% of all products, CROWN DEDUCTIONS						Total: H	259.000000/	176.120000	00 Expose: H		259.000000/	176.120000
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RE	RESOURCES						REGINA				REGINA			
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M00102 Split 1

7 Total:H 257.380000 / 257.380000 / 543.450000 / 7 Dev:H 0.000000 / 643.450000 / 643.450000 / 7 Dev:H 0.000000 / 0.000000 / 643.450000 / 643.450000 / 7 UnDev:H 257.380000 / 0.000000 / 643.450000 / 643.450000 / 7 UnDev:H 257.380000 / 643.450000 / 643.450000 / 643.450000 / 7 0.000000 / 643.450000 / 643.450000 / 643.450000 / A 70053 100.00000 / 0.000000 / 0.000000 / A 643.450000 / 8 100.000000 / 643.450000 / A 643.450000 / A 100.000000 / 0.000000 / 643.450000 / A 643.450000 / A 100.000000 / 0.01 100.000000 / 0.01 A 643.450000 / B 100.000000 / 0.01 0.000000 / 0.01 0.000000 / A 100.000000 / 0.01 0.000000 / 0.02 A 643.450			nales					ייישוויטוו			ounnind Acreages (Grossiner)				
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M00070 Split 1

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		Interests	
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EXCL. PNG from TOP BAKKEN to BASE BAKKEN	Z	77.00000 COAST RESOURCES LTD. [COAST]	
		3.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]	
ities		100.000000 Total	
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Lands / Rights / Welis		Interests	
TWP 35-RGE 25-W3M 21 (I SD 7)		/ Active M/ & Dentel) M/ [COUD8: 4]	
Tune 04 of Brod	Convertibility (Tobo in Vind	D. UUUUUU COASI SEKVICES INC. [COASI SEKV]	
		78.000000 COAST RESOURCES LTD. [COAST]	
	Non-Convertible, Not 1 K		
II products, NO DEDUCTIONS		100.000000 Total	
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	5.000000 COAST SERV	Prod:H 32.374000/	25.251720
	5.000000 VIEWFIELD	80.935000/ 63.129300 A 80.935000/	63.129300
	10.000000 FEDIRKO	0.000000 NonProd:H 0.000000/	0.00000
		0.000000 / 0.000000 A 0.000000 /	0.00000
Split Status Acquired Extension	Extended Explry Terminated Op	Operator Accounting Code Rental % Interest Type Prod AMI R	ROFR
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Lands / Rights / Welis		Interests	
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RENS	AMBRIAN	5.000000 COAST SERVICES INC. ICOAST SERVI	
EXCL. PNG from TOP BAKKEN to BASE BAKKEN	Z	2.000000 1135868 AB INC. [1135868]	
		5.000000 VIEWFIELD OIL & GAS LTD. NIEWFIELDI	
Royalties		78.000000 COAST RESOURCES LTD. ICOAST	
Type % of Prod	Convertibility / Take-in-Kind	10.00000 FEDIRKO HOLDINGS INC. [FEDIRKO]	
		100.000000 Total	

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ko el grouchs. SMILMA TO CROM Annese and anti anti anti anti anti anti anti anti	ĺ	78.00000	Non-Convertit	ile, Not TIK							
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M0001B Split 1

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M0002 Late::::::::::::::::::::::::::::::::::::	General	erai	Dates		Rental Info		Acquisition	sition		Summary	Summary Acreages (Gross/Net)	sross/Net)				
ACTURE Effective: NOV:07:2010 Rest: S0:000001 A rei:0000001 A rei:000001 A rei:0000001 A rei:000001 A rei:0000001 A rei:0000000 A rei:0000001 A r	M00092		Lease:	NOV-01-2010	Gross \$:	\$0.			\$15,000.00	Total: H	64.400000			pose: H	64.400000 /	50.232000
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H) DE/ON CAM.Termin Paid By: COAST Our Share: \$15,000.00 Imber: 0.000000 A A 0.000000 A A A	Area		Acq'd:	NOV-01-2010		N/A	0ur %		00000000	۷	161.000000	~		۷	161.000000/	125.580000
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Split Status Accuming Code Refrait % Interest Type Prod ABI 1 ACTIVE 400-10-31 COAST 7069 100.00000 KM P P ABI Lunds / Rights / Melis Lunds / Rights / Melis Interests 70059 100.00000 KM P P ABI VP 35:FGC 25-W3M SW139 SW135 Consol 100.00000 KM FEBURIO P ABI P P P P ABI P	Min.						Metho		EHOLD	۷	0.00000		0000	۲	0.000000 /	0.00000
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Ights / Weils Interests GE755Word SW19 GE755Word SW19 GE755Word SW19 GE755Word SW19 GE75FWORd NUT GE75FWORd S00000 CAST GE75FWORd Concentration GE75FWORd Concentration GE75FWORd Concentration GE75FWORd Concentration GE75FWORd Concentration GE75FWORd Concentration GE70000 FEMILIAT Information FEMILIAT Information </td <th></th> <td>1 ACTIVE</td> <td></td> <td></td> <td>4000-10</td> <td>-31</td> <td></td> <td>COAST</td> <td>22</td> <td>069</td> <td>þ</td> <td>.00000C V</td> <td>5</td> <td>٩.</td> <td></td> <td></td>		1 ACTIVE			4000-10	-31		COAST	22	069	þ	.00000C V	5	٩.		
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000 MCHARG 100.00000 COAST Rental % Rental \$ Address DEVON CANADA 100.000000 0.00 Attn: LAND MANAGER CALGARY, ALBERTA P.O. BOX 1448, STATION M CALGARY, ALBERTA T2P 1L6 T2P 1L6 T2P 1L6		Receivers			Payors											
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DEVON CANADA 100.00000 0.00 Attn: LAND MANAGER P.O. BOX 1448, STATION M CALGARY, ALBERTA T2P 1LS	Les	sor			Rent		Rental \$		Address				Deposit	ory Addres	Ŋ	
	DEV		ON CANAL	A	100.0	00000	0.0		Attn: LAND P.O. BOX 1. CALGARY, T2P 1L6	MANAGEF 448, STATI(ALBERTA	WNC		P.O. BO CALGAF T2P 1L6	X 1448, ST XY, ALBEF	ATION M TA	

M00092 Split 1

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M00017 S			Salpri		Rental Info			Acquisition		Summa	Summary Acreages (Gross/Net)	iross/Net)		- 1		
			Lease:	MAY-01-2013	Gross \$:	\$68	\$685.47 Bor	Bonus:	\$15,000.00	Total: H	195.849000/	0.000000	000 Expose: H		195.849000 /	0.000000
	Status:	ACTIVE	Effective:	Effective: MAY-01-2013	Net \$:	\$	\$0.00 Rer	Rent & Fee:	\$685.47	A	489.623000 /	0000000 /		A 489.6	489.623000 /	0.00000
-	Lse:	PNG	Expiry:	APR-30-2014	Date:	MAY-01-2014	14 Total:	al:	\$15,685.47	Dev:H	0.000000 /	0.000000	H:bord 00		0.000000 /	0.000000
*	Area:	SK LUSELAND	Acq'd:	MAY-01-2013	Freq:	Annual	no	Our %:	100.000000	A	0.000000 /	0.000000		A 0.0	0.000000 /	0.000000
-	Fh/Cr:	FH DEVON M302(Termin	02(Termin		Paid By:	COAST	INO	Our Share:	\$15,685.47	UnDev: H	195.849000 /		0.000000 NonProd: H		195.849000 /	0.000000
-	Min.int:	100.000000					Mei	Method: FR	FREEHOLD	۷	489.623000/	0.000000		A 489.6	489.623000 /	0.00000
-14	Zone:															
	S	Spilt Status	Acquired	Extension	Extended Expiry		Terminated	Operator		Accounting Code		Rental % Inte	interest Type	Prod	A	AMI
	-	ACTIVE						COAST			100.	100.00000C WI		ЧD		
	נ	Lands / Rights / Welis	Velis						Acreage (Acreage (Gross/Net)						
	ļ F	TWP 35-RGE 25-W3M		N19,SE19						Total: H	195.849000/	0.00000	0.000000 Expose: H		195.849000 /	0.000000
	₫.	PNG from SURFACE to BASEMENT	CE to BASEN	MENT						۷	489.622500 /	0.00000	۷ 0	•	489.622500 /	0.000000
	œ	Royaitles								Dev:H	0.000000 /	0.00000	0 Prod:H		0.000000 /	0.000000
	` ``	Type	5	% of Prod	Convertib	Convertibility / Take-in-Kind	-Kind			۷	0.000000 /	0.000000			0.000000 /	0.000000
	ت	LSR	Ŧ	100.000000	Non-Conv	Non-Convertible, Not TIK	TIK			UnDev:H	195.849000 /	0.00000	0.000000 NonProd: H		195.849000 /	0,00000
	-	17.5% of all products, NO DEDUCTIONS	cts, NO DED	UCTIONS						A	489.622500 /	0.00000	V		489.622500 /	0,000000
	æ	Receivers			Payors											
		100.000000	DEVON CANADA	IADA	2.000000	0 1135868	38									
					5.00000	-	COAST SERV									
					5.000000	-	יובנס									
					10.00000		ð									
					78.000000	0 COAST	н									
	ŋ	GOR [C00004 : 12]		78.000000	Non-Conv	Non-Convertible, Not TIK	Ĭ		1							
	0	2.0% of all products, SIMILIAR TO CROWN	s, SIMILIAR	TO CROWN												
	œ	Receivers			Payors											
	ļ	100.000000	MCHARG		100.000000	0 COAST	н									
	Lessor				Rental	al %	Rental \$	~	Address			-	Depository Address	ddress		
	DEVON CANADA		DEVON CANADA	A	100.1	100.00000	685.47		Attn: LAN	Attn: LAND MANAGER	R		P.O. BOX 1448, STATION M	8, STATIC	M NC	
									P.O. BOX CALGARY	P.O. BOX 1448, STATION M CALGARY, ALBERTA	M NOL	-	CALGARY, ALBERTA T2P 1L6	LBERTA		

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M00017 Split 1

General	rai	Dates		Rental Info			Acquisition		Summary	Summary Acreages (Gross/Net)	(Gross/N	let)			
M00011		Lease:	MAY-01-2013	Gross \$:	\$39	\$398.37 Bonus:		\$7,500.00	Total: H	113.821000/	_	88.780000	Expose: H	113.821000/	88.780000
Status:	s: ACTIVE	Effective:	Effective: MAY-01-2013	Net \$:	\$31	\$310.72 Rent 8	Rent & Fee:	\$398.37	A	284.553000/		221.951000	A	284.553000/	221.951000
Lse:	DNG	Expiry:	APR-30-2014	Date: N	MAY-01-2014	14 Total:		\$7,898.37	Dev: H	0.000000		0.000000	Prod: H	0.000000 /	0.000000
Area:	SK LUSELAND	D Acq'd:	MAY-01-2013	Freq: A	Annual	Our %:		100.000000	۲	0.0000001		0.000000	A	0.000000 /	0.00000
Fh/Cr:	: FH DEVON M302(Termin	302(Termin		Pald By: C	COAST	Our Share:	hare:	\$7,898.37	UnDev: H	113.821000/	_	88.780000 NonProd: H	onProd: H	113.821000/	88.780000
Min.Int: Zone:	nt: 100.000000					Method:		FREEHOLD	A	284.553000/		221.951000	۲	284.553000/	221.951000
	Split Status	Acquired	d Extension	n Extended Expiry Terminated	Expiry Te	erminated	Operator	-	Accounting Code		Rental %	Interest Type	Type Prod	b	AMI ROFR
	1 ACTIVE	UT.					COAST				100.00000C W	Ň	dN		
	Lands / Rights / Weils	Weils						Interests							
	TWP 35-RGE 25-W3M		SW21,21(LSD 11,12,13)	1,12,13)				(Active WI & Rental) Wi [C00086:9]	& Rental) WI [C000	386 : 9]				
	PNG from BASE	MCLAREN S.	PNG from BASE MCLAREN SS to BASEMENT						10.000000	FEDIRKO	HOLDING	10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]	JIRKO]		
	EXCL. PNG from	TOP BAKKE	EXCL. PNG from TOP BAKKEN to BASE BAKKEN	KEN					78.00000	COAST RE	ESOURCE	78.00000 COAST RESOURCES LTD. [COAST]	ASTJ		
									2.000000	2.000000 1135868 AB INC. [1135868]	AB INC. [1-	35868]			
	Royalties								5.00000	VIEWFIEL	DOIL&G	5.000000 VIEWFIELD OIL & GAS LTD. [VIEWFIELD]	EWFIELD		
			% of Prod	Convertibility / Take-in-Kind	ty / Take-in	-Kind			5.00000	COAST SE	ERVICES	5.00000 COAST SERVICES INC. [COAST SERV]	T SERV		
	GOR [C00004: 12]		78.000000	Non-Conve	Non-Convertible, Not TIK	Ĭ			100.000000 Total	Total		ı			
	2.0% of all products, SIMILIAR TO CROWN	cts, SIMILIAR	TO CROWN					Acreage (Gross/Net)	iross/Net)						
	Receivers			Payors						113 821000/		RR 780380 Evinea. H	H H	113 821000 /	RR 7R03R0
	100.000000	MCHARG		100.00000	COAST	F				284 552500 /		221 95/95/0		284 552500 /	921 950950
	LSR		100.000000	Non-Conver	ertible. Not TIK	Ĭ		1			1				
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							Rental \$	912.17
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								SASKATCHEWAN INDUSTRY AND 100.000000 RESOURCES
							Lessor	SIR

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	General			Dates		Rental Info		Acquisition			Summary	Summary Acreages (Gross/Net)	01100010)	1			
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Lands / Rights / Wells				Interests					
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									have been a solution of the second second	500000			
M00104		Lease:	MAY-01-2011	Gross \$:	\$0.00	Bonus:	\$3,750.00	Total: H	16.187000/	11.007000	Expose: H	16.187000/	11.007000
Status:	ACTIVE	Effective:	MAY-01-2011	Net \$:	\$0.00	Rent & Fee:	\$0.00	•	40.468000/	27.518000		40.468000	27.518000
Lse:	PNG	Expiry:	OCT-31-2011	Date: MAY	MAY-01-2012	Total-	\$3 750 M	H-ven	16 187000 /	11 007000			
					107-0			11.420					2000 C
AIN .		Acq a:		Freq: N/A		Our %:	100.000000	4	40.468000/	27.518000	۲ -	0.000000.0	0.000000
Fh/Cr:	FH DEVON CANATermin	ATermin		Paid By: COAST	ST	Our Share:	\$3,750.00	UnDev: H	0.000000 /	0.00000	0.000000 NonProd: H	16.187000/	11.007000
Min.int:	: 100.000000					Method: FRI	FREEHOLD	۲	0.000000/	0.000000	▼	40.468000	27.518000
Zone:	BAKKEN												
	Split Status	Acquired	Extension	Extended Expiry	ry Terminated	lated Operator		Accounting Code	code Rental %		Interest Type Pr	Prod	AMI ROFR
	1 ACTIVE			4000-10-31		COAST	2	70049		100.00000C W	NP		
	Lands / Rights / Welis	elis					interests						
	TWP 36-RGE 25-W3M		3 (LSD 12)				(Active W	& Rental)	(Active WI & Rental) WI (C00086 : 7)	71			
	PNG from BASE SPARKY ZONE to BASE PRECAMBRIAN	PARKY ZON	IE to BASE PRE	CAMBRIAN				5.000000	5.000000 VIEWFIELD OIL & GAS LTD. IVIEWFIELDI	L& GAS LTD.	NEWFIELDI		
	141/13-03-036-25-W3/00		ABD					68.000000	68.000000 COAST RESOURCES LTD. [COAST]	JRCES LTD. [COASTI		
	Royaities							10.000000	10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]	DINGS INC. II	FEDIRKOI		
	Type	2	% of Prod	Convertibility / Take-in-Kind	Fake-in-Kin	_		5.000000	5.000000 COAST SERVICES INC. ICOAST SERVI	CES INC. ICO	AST SERVI		
	GOR [C00004:22]		68.000000	Non-Convertible, Not TIK	e, Not TIK		1	10.0000001	10.000000 MCHARG VENTURES INC. IMCHARGI	TURES INC 1	MCHARGI		
	2.0% of all products, SiMILIAR TO CROWN	SIMILIAR	TO CROWN					2 000000	2 000000 1135868 AB INC 111358681	C [1135868]			
	Receivers			Payors				100.00000	Total	[]			
	100.000000 N	MCHARG		100.000000	COAST		Arreane (Gmee/Net	mee/Nat)					
	LSR	F	100.00000	Ę	Not TIK			Totolell	10 107000 /	11 007100		100000101	
								l otal: H	16.18/000/	11.007160	11.007160 Expose: H	16.187000/	11.007160
								۲	40.467500 /	27.517900	۷	40.467500 /	27.517900
				Payors				Dev:H	16.187000/	11.007160	Prod: H	0.000000 /	0.000000
	100.000000 D	DEVON CANADA	ADA	10.000000	FEDIRKO			۷	40.467500 /	27.517900	۲	0.000000 /	0.000000
				10.000000	MCHARG		ס	UnDev: H	0.000000/		NonProd: H	16.187000 /	11.007160
				2.00000	1135868		I	4	0.000000/	0.00000	٩	40.467500 /	27 517900
				5.000000	VIEWFIELD						:		
				68.000000	COAST								
				5.00000	COAST SERV	Ş							
Lessor				Rental %	2	Rental \$	_ Address			De	Depository Address	ssa	
DEVON	DEVON CANADA DEV	DEVON CANADA	A	100.000000		0.00	Attn: LAND	Attn: LAND MANAGER		P.(P.O. BOX 1448, STATION M	STATION M	
							P.O. BOX 1448, STATI CALGARY, ALBERTA	P.O. BOX 1448, STATION M CALGARY, ALBERTA	WNO		CALGARY, ALBERTA T2P 1L6	ERTA	

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Celleral		Lates		Kental Into		· .	Acquisition		Summa	ry Acreag	Summary Acreages (Gross/Net)	(Net)				
M00108		Lease:	NOV-01-2011	Gross \$:		\$0.00 B	Bonus:	\$15,000.00	Total: H	129.494000/	4000/	88.056000	Expose: H		129.494000 /	88.056000
Status:	ACTIVE	Effective:	NOV-01-2011	Net \$:		\$0.00 R	Rent & Fee:	\$0.00	A	323.735000/		220.140000	•		323.735000 /	220.140000
Lse:	PNG	Expiry:	OCT-31-2012	Date: N	NOV-01-2012		Total:	\$15,000.00	Dev:H			0.000000	Prod: H		0.000000 /	0.00000
Area:	SK LUSELAND	Acq'd:	NOV-01-2011	Freq: N	N/A	-	Our %:	100.00000	A		0.000000/	0.000000			0.000000 /	0.000000
Fh/Cr:	FH DEVON M298Termin	298 Termin		Pald Bv: C	COAST	0	Our Share:	\$15,000.00	UnDev: H	1	10001	88.056000	88.056000 NonProd: H		129.4940007	88,056000
Min.int:						×		FREEHOLD	A			220.140000	٩		323.735000/	220.140000
Zone:	BAKKEN															
	Spilt Status	Acquired	d Extension	Extended	Expiry	Terminated	ed Operator		Accounting Code) Code	Rental %	6 Interest Type		Prod	A	AMI ROFR
	1 ACTIVE						COAST				100.00000C WI	DOC M		NP		
	Lands / Rights / Wells	Vells						interests								
	TWP 36-RGE 25-W3M		E3					(Active Wi & Rental) Wi [C00086:2]	& Rental) W ICC	0086:21					
	PNG from SURFACE to BASE PRECAMBRIAN	CE to BASE	PRECAMBRIAN						68 00000	0 COAST	RESOURC	68 00000 COAST RESOURCES LTD ICOAST	LTSAO:			
	141/02-03-036-25W3/00	W3/00 [D&A						5.00000	OCOAST	SERVICE	5.000000 COAST SERVICES INC. [COAST SERVI	VST SERVI			
	Royalties								10.00000	OMCHAR	G VENTUI	10.000000 MCHARG VENTURES INC. IMCHARG	ICHARGI			
	Type	<u>o</u> ,	% of Prod	Convertibility / Take-in-Kind	ity / Take-i	in-Kind			10.00000	0 FEDIRK		10.000000 FEDIRKO HOL DINGS INC. [FEDIRKO]	EDIRKO			
	LSR		100.00000	Non-Convertible, Not TIK	irtible, Not	HK I		1	2.00000	0 1135865	2.000000 1135868 AB INC. [1135868]	11358681				
	17.5% of all products, NO DEDUCTIONS	cts, NO DED	UCTIONS						5.00000	O VIEWFI		GAS LTD.	5.000000 VIEWFIELD OIL & GAS LTD. MEWFIELDI	10		
	Receivers			Payors					100.000000 Total	0 Total				-		
	100.000000	DEVON CANADA	VADA	68.00000	COAST	ы		Acreage (Gmss/Net)	Smss/Net)							
				5.000000		COAST SERV			Total: H	129.494000/		88.055920 Expose: H	Expose: H	129.4940007	/ 000	88.055920
				10.00000	FEDIRKO	3KO			۷	323.735000/		220.139800	•		_	220.139800
				10.00000	MCHARG	ARG			Dev: H	0.000000/		0.00000	Prod: H	0.000000	_	0.000000
				5.000000	-	VIEWFIELD			۲	0.000000/		0.00000	۷		/ 0000	0.000000
				2.000000	1135868	368			UnDev: H	129.494000/			NonProd: H	5	/ 0001	88.055920
	GOR [C00004:17] 68.000000 2 0% of all products SIMII IAP TO CPOMM	I: 17] E	68.000000	Non-Convertible, Not TIK	ertible, Nol	t TIK		1	۲	323.735000/		220.139800	۲	323.735000/		220.139800
	Receivers			Pavors												
	8	MCHARG		100.000000	COAST	ы										
Lessor				Rental	1%	Rental \$	al \$	- Address				Der	Depository Address	dress		
DEVON	DEVON ĈÂNADA DË	DEVON CANADA	PA	100.0	100.00000	0.0		Attn: LANI P.O. BOX CALGARY	Attn: LAND MANAGER P.O. BOX 1448, STATION M CALGARY, ALBERTA	ER TION M A		P.C CAI	P.O. BOX 1448, STATION M Calgary, Alberta T2P 116	8, STATIO Berta	X	

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General	rai	Dates		Rental Info		Acquisition	sition		Summary	Summary Acreages (Gross/Net)	inoss/Net)				
M00096		Lease:	NOV-01-2010	Gross \$:	\$0.00	00 Bonus:		\$15,000.00	Total:H	64.750000/	44.030000	000 Expose: H	e:H	0.000000 /	0.000000
Status:	s: ACTIVE	Effective:	Effective: NOV-01-2010	Net \$:	\$0.00	00 Rent & Fee:	t Fee:	\$0.00	۷	161.875000/	110.075000	g	۲	0.000000 /	0.00000
Lse:	PNG	Expiry:	OCT-31-2011	Date: N	NOV-01-2011	Total:		\$15,000.00	Dev:H	0.000000/	0.000000		Prod: H	0.000000 /	0.000000
Area:	SK LUSELAND	Acq'd:	NOV-01-2010	Freq: N	N/A	Our %:	-	100.000000	۷	0.000000/	0.000000	80	۲	0.000000 /	0.000000
Fh/Cr:	:: FH DEVON M292.Termin	92. Termin		Paid By: C	COAST	Our Share:		\$15,000.00 L	UnDev: H	64.750000/	44.0300	44.030000 NonProd: H		64.750000/	44.030000
Min.Int:	nt: 100.00000					Method:		FREEHOLD	×	161.875000/	110.075000	00	A 16	161.875000/	110.075000
Zone:	: Bakken														
	Split Status	Acquired	d Extension	Extended Expiry		Terminated	Operator	Ac	Accounting Code		Rental % Inte	Interest Type	Prod	•	AMI ROFR
	2 ACTIVE		НВР	4000-10-31	H		COAST	02	70080	100	100.00000C WI		٩		
	Lands / Rights / Weils	Yeils						Interests							
	TWP 36-RGE 25-W3M		SW3					(Active W	& Rental)	(Active Wi & Rental) Wi [C00086:2]	: 2]				
	PNG from SURFACE to BASE MANNVILLE	CE to BASE	MANNVILLE						38.000000	68.00000 COAST RESOURCES LTD. [COAST]	DURCES LTL	D. [COAST]			
	131/04-03-036-25-W3/00		OIL						5.000000	5.00000 COAST SERVICES INC. [COAST SERV]	ICES INC. (COAST SER	Σ		
	Royalties							•	10.000000	10.000000 MCHARG VENTURES INC. IMCHARGI	NTURES INC	C. IMCHARG	·		
	Type	6	% of Prod	Convertibilit	Convertibility / Take-in-Kind	Gind		•	10.00000	10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]	LDINGS INC	. FEDIRKOI	•		
	GOR [C00004:15]		68.000000	Non-Convei	Non-Convertible, Not TIK	×			2.000000	2.000000 1135868 AB INC. [1135868]	NC. [113586	81			
	2.0% of all products, SIMILIAR TO CROWN	s, SIMILIAR	TO CROWN						5.000000	5.000000 VIEWFIELD OIL & GAS LTD. MIEWFIELDI		D. MEWFIE	וסום		
	Receivers			Payors					100.000000 Total	Total		•	•		
	100.000000 N	MCHARG		100.000000	COAST			Acreage (Gross/Net)	oss/Net)						
	LSR		100.000000	Non-Convei	Non-Convertible, Not TIK	¥		, - , 	Total: H	64.750000/	44.030000	0 Expose: H		0.000000	0 00000
	17.5% of all products, NO DEDUCTIONS	ts, NO DED	NUCTIONS							161.875000 /	110.075000			0.000000 /	0.000000
	Receivers			Payors					Dev:H	0.000000/	0.00000	H:bod: H		0.000000 /	0.000000
	100.000000 E	DEVON CANADA	NADA	68.000000	COAST				۷	0.000000 /	0.00000			0.000000 /	0.000000
				2.000000	1135868			'n	UnDev: H	64.750000/	44.03000	44.030000 NonProd: H	Ø	64.750000 /	44.030000
				5.000000	VIEWFIELD	פי			-	161.875000/	110.075000	Q		161.875000 /	110.075000
				10.00000	FEDIRKO	0									
				5.000000	COAST SERV	SERV									
				10.000000	MCHARG	(1)									
Lessor				Rental	%	Rental \$		Address				Depository Address	Address		
DEVC	DEVON CANADA DEV	DEVON CANADA	Pd	100.00000	0000	0.00		Attn: LAND MANAGER P.O. BOX 1448, STATION M CAI GARY, AI BERTA	MANAGEI 148, STATI MERTA	M NO		P.O. BOX 1448, STATION M CALGARY, ALBERTA T7P 11 K	448, STA' Albert	TION M	
								T2P 1L6				2			

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M00096 Split 2

M00405	General		Dates		Rental Info		ACC	Acquisition	ec ce		Summary Acreages (Gross/Net)	s (Gross/N	0000	:		
		ĺ			Gross #:	⊅ ₽		Bonus:	00'n¢	I OTAI: H	100000.802			Expose: H	1000000.862	202.020000
5	2	Ш				14	8	Kent & Fee:	\$0.00		8		505.050000	4	647.500000/	505.050000
Lse:			Expiry: 7	MAR-31-2017 [Date:	APR-01-2013	013 Total:	al:	\$0.00	Dev:H	0.000000.0	_	0.000000	Prod: H	0.000000 /	0.000000
Ar	Area: SK LUSELAND		Acq'd: /	AUG-08-2011 F	Freq:	Annual	ŇŎ	Our %:	0.000000		0.000000/		0.000000	٩	0.000000/	0.000000
Æ	Fh/Cr: CR PN66247	36247	Termin		Paid By:	COAST	no	Our Share:	S0 00	InDev: H	25		202 020000 NonProd: H	onProd- H	259 000000/	202 020000
IW		000												V	R47 500000/	
Z										c			000000	¢		200000000
	Split		Acquired	Extension	Extended Expiry		Terminated	Operator	ator	Accounting Code		Rental %	Interest Type		Prod	AMI ROFR
	-	ACTIVE						COAST	ST	70081		0.000000	M	N		
	Lands / Ri	Lands / Rights / Weils	5						Interests							
	TWP 36-R	TWP 36-RGE 25-W3M	M 20						(Active V	(Active WI & Rental) WI	M					
	PNG from	SURFACE	to TOP PF	PNG from SURFACE to TOP PRECAMBRIAN						10.000000	O FEDIRKO	HOLDING	10.000000 FEDIRKO HOLDINGS INC. (FEDIRKO)	DIRKOI		
	EXCL. PN	G from TOI	² BAKKEN	EXCL. PNG from TOP BAKKEN to BASE BAKKEN	N					78,00000	D COAST R	ESOURCE	78 000000 COAST RESOURCES LTD (COAST)	AST		
										2.00000	2.000000 1135868 AB INC. [1135868]	AB INC. 11	1358681 1358681			
	Royalties									5.00000	O VIEWFIEI	DOIL&G	5.000000 VIEWFIELD OIL & GAS LTD. [VIEWFIELD]	IEWFIELD		
	Type		%	% of Prod	Convertib	Convertibility / Take-in-Kind	in-Kind			5.00000	D COAST S	ERVICES	5.000000 COAST SERVICES INC. [COAST SERV]	T SERV		
	LSR		4	100.000000	Non-Conv	Non-Convertible, Not TIK	t TIK			100.000000	D Total		ı	•		
	100.0% af	all product:	s, CROWN	100.0% of all products, CROWN DEDUCTIONS					Acreage	Acreage (Gross/Net)						
	Receivers	~			Payors					Total: H	259.000000/		202.020000 Expose: H	Dose: H	259.000000/	202.020000
	100.000000	DOOD SIR	~		10.000000	0 FEDIRKO	RKO			A	647.500000/		505.050000	•	647 500000 /	505 050000
					78.000000	-	ST			Dev. H				Dend-H		
					5.000000	-	COAST SERV			A				Δ	0.000000	
					5.00000		VIEWFIELD				259 00000 V		CODODO NonProd. H	H-brada	0.000000/ 259 000000 /	
					2.00000		368			A	647.500000/		505.050000	A	647.5000007	505 050000
	GOR	[C00004 : 16]		78.00000	Non-Conv	Non-Convertible, Not TIK	t TIK			:				:	000000: 110	
	2.0% of all	products, \$	SIMILIAR 7	2.0% of all products, SIMILIAR TO CROWN		•										
	Receivers	-		-	Payors											
	100.00000		MCHARG		100.00000	0 COAST	ЗТ									
			Acquired	Extension	Extended	Exninu	Terminated	Onerator	ator	Accounting		Pantal %	Internet Tyrue		Drud	
			nalinhar							Accounting coue					3	
	N							¥05	ō	1900/		100.0000	M	Ż	•	
	Lands / R	Lands / Rights / Wells	s						Interests							
	TWP 36-R	TWP 36-RGE 25-W3M	M 20	c					(Active V	(Active WI & Rental) WI) W					
	PNG from	TOP BAKK	CEN to BAS	PNG from TOP BAKKEN to BASE BAKKEN						10.000000	D FEDIRKO	HOLDING	10.000000 FEDIRKO HOLDINGS INC. [FEDIRKO]	DIRKO		
	Royalties									78.000000	D COAST R	ESOURCE	78.000000 COAST RESOURCES LTD. [COAST]			
	Type		%	% of Prod	Convertib	Convertibility / Take-in-Kind	in-Kind			2.00000	2.000000 1135868 AB INC. [1135868]	AB INC. [1-	35868	•		
	LSR		4 V	100.000000	Non-Conv	Non-Convertible, Not TIK	t TIK		i	5.000000	O VIEWFIEL	DOIL&G	5.000000 VIEWFIELD OIL & GAS LTD. IVIEWFIELDI	EWFIELD		
	100.0% of	all products	s, CROWN	100.0% of all products, CROWN DEDUCTIONS						5.00000	D COAST S	ERVICES	5.000000 COAST SERVICES INC. ICOAST SERVI	TSERVI		
	Receivers	-		i	Payors					100.000000	D Total					
	100.000000	DOOD SIR	~		78.00000	D COAST	ST		Acreage	Acreage (Gross/Net)						
					2.000000	0 1135868	368			Total: H	0.000000/		0.000000 Ex	Expose: H	0.000000/	0.000000
					5.000000		VIEWFIELD			۷	0.000000/			•	0.000000/	0.00000
					10.00000	O FEDIRKO	RKO			Dev:H	0.000000/		0.000000	Prod: H	0.000000/	0.000000
					5.000000		COAST SERV			۷	0.000000 /		0.000000	۷	0.000000 /	0.00000
										UnDev: H	0.000000 /		0.000000 No	NonProd: H	0.000000/	0.000000
										۷	0.000000	_	0.000000	۲	0.000000/	0.00000
	MOD105 C.	tipe of									i				4	
											10 1	nted: U3/UZ	Printed: 03/02/2014 1:55:00 PM	MH 00	Pag	Page 35 of 36

			Net	2,155.998000	5,389.995000	250.310000	625.772000	2,038.329000	5,095.825000
Depository Address	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7		Gross	4,012.585000/	10,031.464000/	533.442000/	1,333.605000/	3,739.763000/	9,349.409000/
Depo	2101 SCA REGINA SASKATO S4P 3V7			Expose: H	A	Prod: H	۷	NonProd: H	A
	STREET VAN		Net	2,288.639000	5,721.597000	261.317000	653.290000	2,027.322000	5,068.307000
Address	2101 SCARTH STREET REGINA SASKATCHEWAN S4P 3V7		Gross	4,273.205000 /	10,683.014000 /	614.379000/	1,535.948000 /	3,658.826000 /	9,147.066000/
Rental \$	906.50	Acreage Grand Totals		Total: H	A	Dev: H	A	UnDev: H	۷
Rental %	100.00000								
	SASKATCHEWAN INDUSTRY AND 100.000000 RESOURCES								
Lessor	SIR								

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