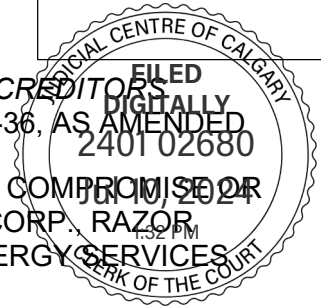


COURT FILE NUMBER 2401-02680  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

Clerk's Stamp

APPLICANTS IN THE MATTER OF THE COMPANIES' CREDITORS' ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED, 2401-02680  
AND IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF RAZOR ENERGY CORP., RAZOR HOLDINGS GP CORP., AND BLADE ENERGY SERVICES CORP.



DOCUMENT **AFFIDAVIT #8 OF DOUG BAILEY**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
McCarthy Tétrault LLP  
4000, 421 – 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 4K9  
Attention: Sean Collins / Pantelis Kyriakakis / Nathan Stewart  
Tel: 403-260-3531 / 3536 / 3534  
Fax: 403-260-3501  
Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca / nstewart@mccarthy.ca

**AFFIDAVIT #8 OF DOUG BAILEY**  
**Sworn on July 10, 2024**

I, Doug Bailey, of the City of Calgary, of the Province of Alberta, **SWEAR AND SAY THAT:**

1. I am the CEO of Razor Energy Corp. ("**Razor Energy**"), Razor Holdings GP Corp. ("**Razor Holdings**"), and Blade Energy Services Corp. ("**Blade**", Razor Energy, Blade, and Razor Holdings, are collectively referred to as, the "**Applicants**"). Razor Energy is the sole limited partner, and Razor Holdings is the sole general partner, of Razor Royalties Limited Partnership ("**Razor Royalties LP**", and collectively with the Applicants, the "**Razor Entities**"). I am also a member of the board of directors of each of the Applicants. I have reviewed the books and records prepared and maintained by the Razor Entities, in the ordinary course of business. I have personal knowledge of the facts and matters sworn to in this Affidavit, except where information was received from someone else or some other source of information, as identified herein. Where the information contained herein was received from another source, I believe such information to be true.
2. On February 20, 2024, I swore an affidavit (the "**Initial Affidavit**"), filed in the within proceedings (the "**CCAA Proceedings**"). Among other things, the Initial Affidavit

Clerk's Stamp

COURT FILE NUMBER 2401-02680  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

APPLICANTS IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF RAZOR ENERGY CORP., RAZOR HOLDINGS GP CORP., AND BLADE ENERGY SERVICES CORP.

DOCUMENT **AFFIDAVIT #8 OF DOUG BAILEY**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
McCarthy Tétrault LLP  
4000, 421 – 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 4K9  
Attention: Sean Collins / Pantelis Kyriakakis / Nathan Stewart  
Tel: 403-260-3531 / 3536 / 3534  
Fax: 403-260-3501  
Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca / nstewart@mccarthy.ca

**AFFIDAVIT #8 OF DOUG BAILEY**  
**Sworn on July 10, 2024**

I, Doug Bailey, of the City of Calgary, of the Province of Alberta, **SWEAR AND SAY THAT:**

1. I am the CEO of Razor Energy Corp. ("**Razor Energy**"), Razor Holdings GP Corp. ("**Razor Holdings**"), and Blade Energy Services Corp. ("**Blade**", Razor Energy, Blade, and Razor Holdings, are collectively referred to as, the "**Applicants**"). Razor Energy is the sole limited partner, and Razor Holdings is the sole general partner, of Razor Royalties Limited Partnership ("**Razor Royalties LP**", and collectively with the Applicants, the "**Razor Entities**"). I am also a member of the board of directors of each of the Applicants. I have reviewed the books and records prepared and maintained by the Razor Entities, in the ordinary course of business. I have personal knowledge of the facts and matters sworn to in this Affidavit, except where information was received from someone else or some other source of information, as identified herein. Where the information contained herein was received from another source, I believe such information to be true.
2. On February 20, 2024, I swore an affidavit (the "**Initial Affidavit**"), filed in the within proceedings (the "**CCAA Proceedings**"). Among other things, the Initial Affidavit

describes: (i) the background with respect to the Razor Entities' assets, liabilities, and operations; and, (ii) details concerning the relief sought in connection with the Initial Order and the ARIO (each as defined below), including the Applicants' sale and investment solicitation process (the "**SISP**").

3. On February 28, 2024, the Honourable Justice N.J. Whitling granted an initial order (the "**Initial Order**"), in respect of the Applicants, under the *Companies' Creditors Arrangement Act* (the "**CCAA**"). Among other things, the Initial Order: (i) established a stay of proceedings against the Applicants for ten (10) days (the "**Stay Period**") and extended the stay of proceedings to Razor Royalties LP, for the duration of the Stay Period; (ii) appointed FTI Consulting Canada Inc. ("**FTI**") as monitor (when referred to in such capacity, the "**Monitor**") of the Razor Entities; and, (iii) approved the SISP.
4. On March 6, 2024, the Honourable Justice M.E. Burns granted an order (the "**ARIO**"), amending and restating the Initial Order. The ARIO extended the Stay Period until and including March 29, 2024.
5. Most recently, on June 6, 2024, the Honourable Justice J.S. Little granted an order (the "**June Extension Order**"), further extending the Stay Period to August 2, 2024.

### **Summary of Relief Sought**

6. This Affidavit is sworn in support of an application (the "**Application**") by the Applicants, seeking:
  - (a) an Order extending the Stay Period, up to and including October 13, 2024, or such other date as this Honourable Court may order;
  - (b) an Order (the "**HWN Approval and Vesting Order**") approving the transactions (collectively, the "**HWN Transaction**") contemplated by the Asset Purchase and Sale Agreement, dated June 27, 2024 (the "**APA**"), between Razor Energy, as vendor, and HWN Energy Ltd. (the "**Purchaser**"), and the sale, transfer, and assignment of the properties, assets, lands, fixtures, improvements, attachments, agreements, and chattels, as identified in the APA (collectively referred to as, the "**Purchased Assets**") and assigning and vesting all of the right, title, and interest, of Razor Energy, in the Purchased Assets, in the Purchaser, free and clear of any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts,

reservations of ownership, privileges, interests, assignments, actions, judgements, executions, levies, taxes, linear and non linear municipal taxes, writs of enforcement, charges, or other claims (collectively, the "**Encumbrances**") other than the Permitted Encumbrances (as contemplated and defined in the APA). An unredacted copy of the APA is attached hereto and marked as **Confidential Exhibit "1"** (the "**HWN Confidential Exhibit**"), and a redacted copy of the APA is attached as **Exhibit "A"**, to this, my Affidavit;

- (c) an Order (the "**FutEra Approval and Vesting Order**") (a) authorizing the execution and delivery, by Razor Energy, of the Irrevocable Share Transfer Power of Attorney, dated effective as of July 17, 2024 (the "**FutEra Transactional Document**"), to be granted by Razor Energy, to and in favour of FutEra Power Corp. ("**FutEra**"); and, (b) approving the transactions (collectively, the "**FutEra Transaction**") contemplated by the FutEra Transactional Document, and the sale, transfer, and assignment of the 210,000 common shares in the equity of FutEra, currently held by Razor Energy, as identified therein (collectively, the "**Shares**"), and assigning and vesting all of the right, title, and interest, of Razor Energy, in the Shares, to Seibu Investments Ltd. (the "**Share Purchaser**"), free and clear of any and all Encumbrances. An unredacted copy of the FutEra Transactional Document is attached hereto and marked as **Confidential Exhibit "2"** (the "**FutEra Confidential Exhibit**", the HWN Confidential Exhibit, the FutEra Confidential Exhibit, and the FutEra Valuation Information Confidential Exhibit (as defined below), are collectively referred to as, the "**Confidential Exhibits**") and a redacted copy of the FutEra Transactional Document is attached hereto and marked as **Exhibit "B"**, to this, my Affidavit; and,
- (d) an Order (the "**Restricted Court Access Order**") sealing the Confidential Exhibits, on the Court file.

### **SISP Summary**

7. During the course of the CCAA Proceedings, the Applicants, the Monitor, and Peters & Co. Limited ("**Peters & Co.**"), as sales agent, undertook the following steps, in connection with the SISP:

- (a) on or around February 6, 2024, Peters & Co. began contacting a broad group of counterparties, including approximately 400 parties directly, inclusive of Canadian, American, and international oil and gas exploration, development, and production companies and various financial sponsors;
  - (b) the Applicants and the Monitor worked with Peters & Co. to populate and establish a virtual data room (the “**VDR**”);
  - (c) on or around February 7, 2024, Peters & Co. began providing access to the VDR, in order to permit potentially interested parties to carry out their due diligence;
  - (d) on or around February 7 and 8, 2024, Peters & Co. posted adverts in the Daily Oil Bulletin and the BOE Report; and,
  - (e) on or around March 1, 2024, detailed bid instructions were posted in the VDR.
8. As a result of the aforementioned efforts:
- (a) approximately 53 parties entered into confidentiality agreements with the Applicants, in connection with the SISP, in order to access the VDR;
  - (b) approximately 53 parties were provided access to the VDR;
  - (c) 20 offers were received to purchase various assets of the Applicants; and,
  - (d) 1 *en bloc* corporate offer was received, being the Corporate Transaction (as defined and described below).

### **The Applicants’ Activities Since the June Extension Order**

9. The Applicants have continued to advance their restructuring since the granting of the June Extension Order. Specifically, among other things, the Applicants have:
- (a) worked with the Monitor and the Purchaser, diligently and in good faith, to negotiate, finalize, and conclude the APA, for the sale of the Purchased Assets;
  - (b) continued discussions and negotiations with material stakeholders, including Canadian Natural Resources Limited, Paramount Resources Ltd. (“**Paramount**”), various municipalities, and the Purchaser, concerning a letter of intent (the “**LOI**”)

received as a result of the SISP that contemplates a corporate transaction (the “**Corporate Transaction**” the Corporate Transaction and the APA are collectively referred to as, the “**Potential Transactions**”) wherein the prospective acquiror would acquire all of Razor Energy’s issued and outstanding shares, by way of a reverse vesting order, which would enable the Applicants to continue their operations, as private companies and as going concerns, with the corresponding resumption and payment, of all of the Applicants’ post-closing obligations to creditors and counterparties, together with the continuation and assumption of all abandonment and reclamation obligations;

- (c) continued to provide information to the Monitor, as requested, and work with the Monitor and Peters & Co., to identify potential solutions to various issues arising under or in connection with the Applicants’ CCAA Proceedings and the Potential Transactions;
  - (d) provided information to the proposed acquiror under the Corporate Transaction to assist the acquiror in conducting diligence relative to the transaction and Conifer Energy Ltd. (“**Conifer**”), and responded to a request by Conifer for further information concerning the Potential Transactions, as described below;
  - (e) engaged with FutEra regarding the FutEra Transaction; and,
  - (f) responded to questions and issues, from creditors and other stakeholders, concerning these CCAA Proceedings and the Potential Transactions.
10. I have previously provided testimony relative to the dispute between Conifer and Razor Energy which was the subject of the Lema Decision (as defined and described in the Affidavit I swore on March 18, 2024 in these CCAA Proceedings (“**Affidavit #4**”)), as well as the ROFR Dispute (as defined and described in Affidavit #4) in relation to the Judy Creek Gas Plant.
11. On May 28, 2024 and June 25, 2024, Conifer, through its counsel, delivered correspondence to counsel to Razor Energy and counsel to the Monitor (the “**May 28 Conifer Letter**” and the “**June 25 Conifer Letter**”, respectively), containing enquiries regarding the Corporate Transaction and the ROFR Dispute, among other matters. True

copies of the May 28 Conifer Letter and the June 25 Conifer Letter are attached as **Exhibits “C” and “D”**, respectively, to this, my Affidavit.

12. On July 2, 2024, Razor Energy, through its counsel, delivered a letter in response to the May 28 Conifer Letter and the June 25 Conifer Letter (the **“July 2 Response”**). A true copy of the July 2 Response (excluding the confidential enclosure, consisting of a bid summary, referred to in the July 2 Response) is attached as **Exhibit “E”** to this, my Affidavit.
13. Conifer has since replied to the July 2 Response, confirming the undertaking referred to in the July 2 Response with respect to the confidential bid summary.

#### **APA and HWN Transaction**

14. The APA contemplates an asset sale of certain minor, non-operated assets that have been carved out of the Corporate Transaction. The Purchaser is the current operator of all of the Purchased Assets to be sold pursuant to the APA, and Razor Energy is the sole joint venture partner of the Purchaser with respect to the Purchased Assets. As a result, the Purchaser is the logical buyer for the Purchased Assets.
15. The Purchaser’s operating interest in the Purchased Assets was acquired from Paramount, effective January 1, 2024. As the Purchased Assets, subject to the APA, are operated by the Purchaser, all corresponding municipal property taxes are the responsibility of the Purchaser, rather than Razor Energy.
16. The potential acquiror, under the Corporate Transaction, placed minimal value on the Purchased Assets and extracting such Purchased Assets, from the Corporate Transaction, is anticipated to increase overall recoveries.
17. The material terms of the APA include, among others, that:
  - (a) the Purchased Assets consist of Razor Energy’s interests in certain specified, non-operated petroleum and natural gas assets located in the Kaybob area, as more particularly described in Schedule “A” to the APA, along with all corresponding facilities (consisting of two batteries operated by the Purchaser), wells, tangible depreciable property and assets, title documents, and related agreements, rights, and interests, including Razor Energy’s interests in certain specified Crown leases.

The Purchased Assets do not include any deposits made by Razor Energy which relate to the Purchased Assets, or cash call advances, operating funds payments, or similar advances made by Razor Energy to an operator of the Purchased Assets, which shall either be returned to Razor Energy or transferred by Razor Energy to the Purchaser, in which case the Purchaser will reimburse the amount to Razor Energy;

- (b) the APA contemplates a fixed purchase price, in a specific amount (the “**Purchase Price**”), to be paid in cash, subject to adjustments as described below;
- (c) concurrently with the execution of the APA, the Purchaser paid a deposit, to Razor Energy’s counsel, in escrow, in the amount of ten percent (10%) of the Purchase Price;
- (d) the APA contemplates an adjustment process whereby all costs and expenses relating to the Purchased Assets (including, without limitation, maintenance, development, capital and operating costs) and all revenues relating to the Purchased Assets (including, without limitation, proceeds from the sale of production and fees from processing, treating, or transporting petroleum substances on behalf of third parties) shall be apportioned as of April 1, 2024 on an accrual basis in accordance with generally accepted accounting principles. An interim adjustment will be made at closing, based on Razor Energy’s good faith estimate, with a final adjustment to be conducted within the earlier of (i) three (3) months following the closing or (ii) the earlier of (a) the completion of a sale transaction of Razor Energy’s shares or other equity interests, being the currently contemplated Corporate Transaction; (b) the closing of any restructuring or other plan for the reorganization of Razor Energy; or (c) the conclusion of the CCAA Proceedings. The adjustment process is not anticipated to be complex or difficult to complete, particularly as the Purchaser is the operator of all of the Purchased Assets;
- (e) on closing, the Purchaser will assume and become liable for all “Assumed Liabilities”, consisting of, collectively, all liability, ownership and/or use of the Purchased Assets following closing (including any municipal or property taxes that



accrue commencing on the closing date), along with all environmental liabilities and abandonment and reclamation obligations in relation to the Purchased Assets;

- (f) the APA contains a release, in favour of Razor Energy, for any amounts that may be owing by Razor Energy to the Purchaser;
  - (g) the Purchaser will be solely responsible for, and will pay, all transfer taxes pertaining to the purchase of the Purchased Assets;
  - (h) the HWN Transaction is on an “as-is, where-is” basis with respect to the Purchased Assets;
  - (i) the Purchaser may not, without Razor Energy’s prior consent, assign any right or interest in the APA; and,
  - (j) the APA is scheduled to close five (5) business days following the date on which all conditions are satisfied or waived. The APA is conditional on, among other things, Court approval.
18. The APA was negotiated between the Applicants and the Purchaser. The Monitor is supportive of the transactions contemplated by the APA.
19. The price to be paid for the Purchased Assets, being sold pursuant to the APA, represents the highest and best price that can be obtained for the Purchased Assets, in the circumstances, and the APA, as proposed, is in the best interests of Razor Energy and the stakeholders of Razor Energy.

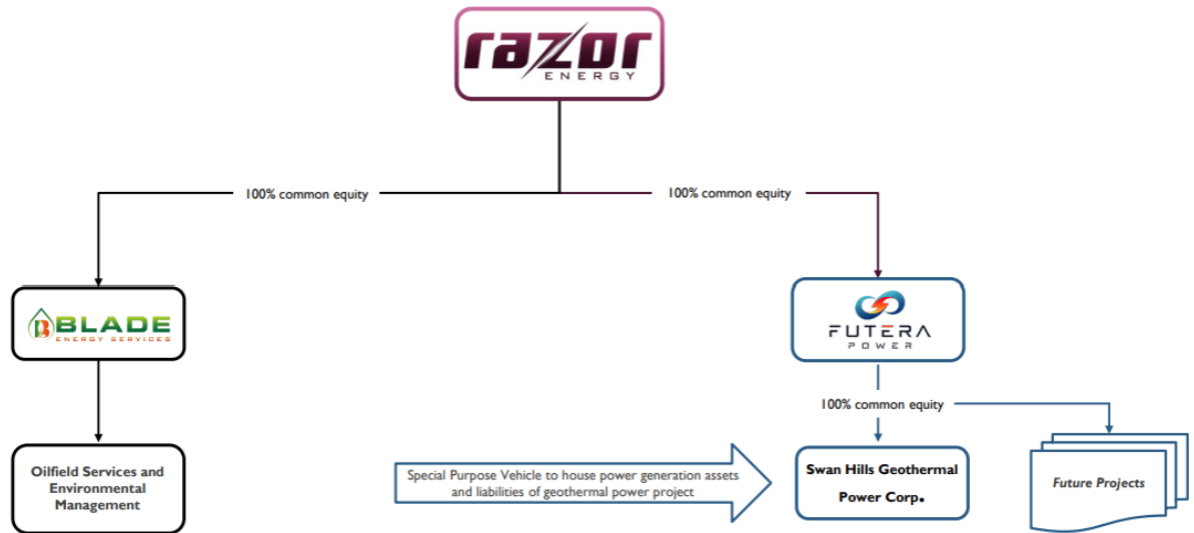
## **FutEra Transaction**

### ***Background***

20. The Shares consist of 210,000 common shares in the equity of FutEra, which represent approximately thirty percent (30%) of the equity interests in FutEra.
21. FutEra was incorporated for the purpose of holding interests in various special projects. Among other things, FutEra held one hundred percent (100%) of the issued and outstanding shares of Swan Hills Geothermal Power Corp., a special purpose vehicle

incorporated to house power generation assets and liabilities in connection with a geothermal power project.

- 22. Prior to the completion of the AIMCO Restructuring (as defined and described in the Initial Affidavit), Razor Energy held one hundred percent (100%) of the issued and outstanding shares of FutEra.
- 23. The following corporate organizational chart, prepared by Razor Energy in June 2023, describes the relationship between Razor Energy and its material subsidiaries, Blade and FutEra, at that time:



- 24. In the Initial Affidavit, I referred to various steps taken by Razor Energy to reduce its indebtedness prior to the commencement of the CCAA Proceedings. Many of these steps related to actions taken to reduce Razor Energy’s indebtedness to Alberta Investment Management Corporation (“AIMCO”). Razor Energy previously had a senior secured credit facility with AIMCO, and as a result of those transactions, Razor Energy is no longer indebted to AIMCO. AIMCO is an existing shareholder of FutEra.

***FutEra Transaction***

- 25. The Shares are subject to the terms of the Unanimous Shareholder Agreement between the shareholders of FutEra, made effective June 16, 2023 (the “FutEra USA”). The terms of the FutEra USA include, among other things, a right of first refusal clause affecting the

Shares. A true copy of the FutEra USA is attached hereto and marked as **Exhibit “F”**, to this, my Affidavit.

26. On July 5, 2024, FutEra advised Razor Energy of its desire to complete a transaction pursuant to which the Share Purchaser would acquire the Shares from Razor Energy. Following negotiations between Razor Energy and FutEra, Razor Energy has determined that the FutEra Transaction, in the form of a share purchase as contemplated by the FutEra Transactional Document, represents an offer which, subject to obtaining Court approval, is capable of being accepted by Razor Energy.
27. The proposed Share Purchaser is a wholly-owned subsidiary of AIMCO. The shareholders of FutEra currently consist of AIMCO, Razor Energy, and the Share Purchaser.
28. The transaction contemplated by the FutEra Transactional Document represents the fair market value of the Shares. Attached hereto, and collectively marked as **Confidential Exhibit “3”** to this, my Affidavit, are true copies of: (i) an advisory report prepared by RDT Valuations Group Ltd., addressed to the board of directors of FutEra with respect to the value to be assigned to common shares of FutEra, dated January 24, 2024; and, (ii) the valuation prepared by FutEra’s management, in connection with an equity raise held in January 2024 (collectively, the **“FutEra Valuation Information Confidential Exhibit”**).
29. The FutEra Valuation Information Confidential Exhibit was provided to Razor Energy, by FutEra, in connection with Razor Energy’s assessment of the FutEra Transaction, and includes confidential and commercially sensitive information concerning FutEra’s business. As substantially all of the FutEra Valuation Information Confidential Exhibit is confidential and relates directly to FutEra’s business and its valuation, Razor Energy seeks sealing relief in relation to same, and I have not attached a redacted copy of this information as an exhibit to the publicly filed copy of this Affidavit. I have reviewed the FutEra Valuation Information Confidential Exhibit and can confirm that the price per Share referred to therein, with respect to FutEra’s 2024 equity raise, is the same price per share proposed in relation to the FutEra Transaction.
30. No offers were received for the Shares in connection with the SISP.
31. AIMCO owns approximately 34% of the issued and outstanding shares of Razor Energy.

32. The price to be paid for the Shares, pursuant to the FutEra Transactional Document, represents the highest and best price that can be obtained for the Shares, in the circumstances, and is superior to the consideration received, or which in my belief would be received, under any other offer made in accordance with the process leading to the disposition. The sale of the Shares on a standalone basis was not practicable due to, among other things, the fact that FutEra is a privately-held corporation and the Shares are subject to the terms of the FutEra USA.
33. The FutEra Transactional Document, as proposed, is in the best interests of Razor Energy and the stakeholders of Razor Energy.
34. The Monitor, the potential acquiror under the Corporate Transaction, and the Applicants' primary secured creditor, Arena Investors, LP, are all supportive of the completion of the FutEra Transaction.

**Extension of Stay Period**

35. The current Stay Period will expire on August 2, 2024, unless the Stay Period is extended by further order of this Honourable Court.
36. The Applicants seek an extension of the Stay Period, up to and including October 13, 2024, in order to, among other things, provide the Applicants with the time necessary:
  - (a) to close the HWN Transaction and the FutEra Transaction;
  - (b) to pursue and advance the Corporate Transaction to an executable deal and seek approval of same; and,
  - (c) to take related steps in furtherance of these CCAA Proceedings.
37. The Applicants have sufficient liquidity to fund the necessary obligations and the costs of the CCAA Proceedings, as contemplated and in accordance with the Sixth Cash Flow Forecast, to be attached to the Fifth Report of the Monitor, to be filed in connection with the Application, up to the end of the proposed extension of the Stay Period.

**Restricted Court Access Order**

38. The Confidential Exhibits contain information concerning the APA, the Purchased Assets, the FutEra Transactional Document, the Shares, FutEra's business, and certain commercially sensitive information related thereto. I verily believe that the public disclosure and dissemination of the information in the Confidential Exhibits would cause serious and irreparable harm to the estate of the Applicants and their stakeholders. The Applicants intend to seek the Restricted Court Access Order to seal the Confidential Exhibits, on the Court file, and accordingly the Confidential Exhibits will not be attached to the publicly-filed copy of this Affidavit.

**Conclusion**

39. I make this Affidavit in support of the Application seeking an extension of the Stay Period, until and including October 13, 2024, or such other date as this Honourable Court may order, and for a sale approval and vesting order, in respect of (i) the APA and related Purchased Assets and (ii) the FutEra Transactional Document and related Shares.

SWORN BEFORE ME in the City of )  
Calgary, in the Province of Alberta, this )  
10<sup>th</sup> day of July, 2024. )  
)  
)  
)  
)  
)  
)  
A Commissioner for Oaths in and for the )  
Province of Alberta )

**Nathan A. Stewart  
Barrister & Solicitor**

  
\_\_\_\_\_  
DOUG BAILEY

This is Exhibit "A" referred to in the Affidavit #8 of Doug Bailey  
sworn before me this 10th day of July, 2024.



---

A Commissioner for Oaths in and for the Province of Alberta

**Nathan A. Stewart**  
**Barrister & Solicitor**

**RAZOR ENERGY CORP.**

**- and -**

**HWN ENERGY LTD.**

---

**ASSET PURCHASE AND SALE AGREEMENT**

**June 27, 2024**

---

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>ARTICLE 1 INTERPRETATION.....</b>   | <b>1</b>  |
| 1.1    DEFINITIONS.....  | 1         |
| 1.2    INTERPRETATION.....   | 10        |
| 1.3    SCHEDULES .....   | 11        |
| 1.4    INTERPRETATION IF CLOSING DOES NOT OCCUR.....                                     | 11        |
| <b>ARTICLE 2 PURCHASE AND SALE .....</b>   | <b>11</b> |
| 2.1    AGREEMENT OF PURCHASE AND SALE .....  | 11        |
| 2.2    TRANSFER OF PROPERTY AND ASSUMPTION OF LIABILITIES.....                           | 11        |
| 2.3    LICENCE TRANSFERS.....  | 11        |
| 2.4    SPECIFIC CONVEYANCES.....   | 12        |
| 2.5    POST-CLOSING MAINTENANCE OF ASSETS.....   | 13        |
| 2.6    ASSUMED LIABILITIES .....   | 14        |
| <b>ARTICLE 3 PURCHASE PRICE.....</b>   | <b>14</b> |
| 3.1    PURCHASE PRICE.....   | 14        |
| 3.2    ALLOCATION OF PURCHASE PRICE .....  | 14        |
| 3.3    SATISFACTION OF PURCHASE PRICE .....  | 14        |
| 3.4    DEPOSIT.....  | 15        |
| <b>ARTICLE 4 ADJUSTMENTS.....</b>  | <b>15</b> |
| 4.1    COSTS AND REVENUES TO BE APPORTIONED .....  | 15        |
| 4.2    ADJUSTMENTS TO ACCOUNT .....  | 16        |
| 4.3    ARBITRATION OF DISPUTES .....   | 17        |
| 4.4    POST-CLOSING ACCOUNTING .....   | 17        |
| 4.5    DEPOSITS, CASH CALLS AND OPERATING FUNDS.....                                     | 17        |
| <b>ARTICLE 5 TRANSFER TAXES.....</b>   | <b>17</b> |
| 5.1    TRANSFER TAXES.....   | 17        |
| <b>ARTICLE 6 REPRESENTATIONS AND WARRANTIES .....</b>                                    | <b>18</b> |
| 6.1    VENDOR'S REPRESENTATIONS .....  | 18        |
| 6.2    PURCHASER'S REPRESENTATIONS.....  | 19        |
| 6.3    ENFORCEMENT OF REPRESENTATIONS AND WARRANTIES.....                                | 20        |
| <b>ARTICLE 7 "AS IS, WHERE IS" AND NO ADDITIONAL REPRESENTATIONS AND WARRANTIES.....</b> | <b>20</b> |
| 7.1    DUE DILIGENCE ACKNOWLEDGEMENT.....  | 20        |
| 7.2    "AS IS, WHERE IS", NO ADDITIONAL REPRESENTATIONS .....                            | 22        |
| <b>ARTICLE 8 RISK AND COSTS AND INSURANCE.....</b>                                       | <b>23</b> |
| 8.1    RISK AND COSTS .....  | 23        |
| 8.2    INSURANCE.....  | 23        |
| <b>ARTICLE 9 INDEMNIFICATION .....</b>   | <b>24</b> |
| 9.1    INDEMNIFICATION GIVEN BY PURCHASER.....   | 24        |
| 9.2    THIRD PARTY CLAIMS.....   | 24        |
| 9.3    FAILURE TO GIVE TIMELY NOTICE .....   | 25        |
| 9.4    NO MERGER .....   | 25        |
| 9.5    THIRD PARTY BENEFICIARY .....   | 25        |
| <b>ARTICLE 10 ENVIRONMENTAL MATTERS .....</b>  | <b>25</b> |
| 10.1    ACKNOWLEDGEMENTS REGARDING ENVIRONMENTAL CONDITION .....                         | 25        |
| 10.2    ASSUMPTION OF ENVIRONMENTAL LIABILITIES.....                                     | 26        |



|  |           |
|--|-----------|
| <b>ARTICLE 11 COVENANTS .....</b>                      | <b>26</b> |
| 11.1 CONDUCT OF BUSINESS UNTIL CLOSING .....           | 26        |
| 11.2 ROFRS .....                                       | 27        |
| 11.3 DOCUMENT REVIEW .....                             | 28        |
| <b>ARTICLE 12 CONDITIONS.....</b>                      | <b>28</b> |
| 12.1 MUTUAL CONDITIONS.....                            | 28        |
| 12.2 CONDITIONS FOR THE BENEFIT OF THE PURCHASER ..... | 28        |
| 12.3 CONDITIONS FOR THE BENEFIT OF THE VENDOR .....    | 29        |
| 12.4 SATISFACTION OF CONDITIONS.....                   | 29        |
| <b>ARTICLE 13 CLOSING.....</b>                         | <b>29</b> |
| 13.1 CLOSING DATE AND PLACE OF CLOSING .....           | 29        |
| 13.2 DELIVERIES ON CLOSING BY THE VENDOR.....          | 29        |
| 13.3 DELIVERIES ON CLOSING BY THE PURCHASER .....      | 30        |
| <b>ARTICLE 14 TERMINATION.....</b>                     | <b>30</b> |
| 14.1 GROUNDS FOR TERMINATION .....                     | 30        |
| 14.2 EFFECT OF TERMINATION .....                       | 31        |
| <b>ARTICLE 15 GENERAL.....</b>                         | <b>31</b> |
| 15.1 PUBLIC ANNOUNCEMENTS.....                         | 31        |
| 15.2 SURVIVAL.....                                     | 31        |
| 15.3 GOVERNING LAW .....                               | 32        |
| 15.4 CONSEQUENTIAL DAMAGES .....                       | 32        |
| 15.5 FURTHER ASSURANCES.....                           | 32        |
| 15.6 ASSIGNMENT .....                                  | 32        |
| 15.7 WAIVER.....                                       | 33        |
| 15.8 AMENDMENT.....                                    | 33        |
| 15.9 TIME OF THE ESSENCE.....                          | 33        |
| 15.10 COSTS AND EXPENSES.....                          | 33        |
| 15.11 ENTIRE AGREEMENT .....                           | 33        |
| 15.12 NOTICES .....                                    | 33        |
| 15.13 ENUREMENT .....                                  | 34        |
| 15.14 THIRD PARTY BENEFICIARIES.....                   | 34        |
| 15.15 SEVERABILITY.....                                | 34        |
| 15.16 COUNTERPARTS .....                               | 35        |

## SCHEDULES

|            |   |
|------------|---|
| Schedule A | Assets Listing  |
| Schedule B | Form of Sale Approval and Vesting Order                         |
| Schedule C | Form of General Conveyance, Assignment and Assumption Agreement |
| Schedule D | Form of Deposit Escrow Agreement                                |

## AGREEMENT OF PURCHASE AND SALE

**THIS AGREEMENT OF PURCHASE AND SALE** dated as of June 27, 2024,

**BETWEEN:**

**RAZOR ENERGY CORP.**, a corporation existing under the laws of Alberta (herein referred to as the "**Vendor**")

- and -

**HWN ENERGY LTD.**, a corporation existing under the laws of Alberta (herein referred to as the "**Purchaser**")

**WHEREAS** the Purchaser has agreed to purchase and acquire and the Vendor has agreed to sell, transfer and assign to the Purchaser, all of the Vendor's Interest in and to the Assets, on the terms and conditions set forth herein.

**NOW THEREFORE**, this Agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each Party to the other, the Parties covenant and agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement:

- (a) "**Abandonment and Reclamation Obligations**" means all past, present and future obligations to:
- (i) abandon, shut-down, close, decommission, dismantle or remove any and all Wells and Tangibles, including all structures, foundations, buildings, pipelines, equipment and other facilities forming part of the Wells and Tangibles or otherwise located on the Lands or used or previously used in respect of Petroleum Substances produced or previously produced from the Lands; and
  - (ii) restore, remediate and reclaim the surface and subsurface locations of the Wells and the Tangibles and any lands used to gain access thereto, including such obligations relating to wells, pipelines and facilities which were abandoned or decommissioned prior to the Closing Date that were located on the Lands or that were located on other lands and used in respect of Petroleum Substances produced or previously produced from the Lands, and including the remediation, restoration and reclamation of any other surface and sub-surface lands affected by any environmental damage, contamination or other environmental issues emanating from or relating to the sites for the Wells or the Tangibles;

all in accordance with generally accepted oil and gas industry practices and in compliance with all Applicable Laws;

- (b) "**AER**" means the Alberta Energy Regulator, or any successor thereto having jurisdiction over the Assets or the operation thereof;
- (c) "**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with that specified Person. For the purposes of this definition, "control" (including with correlative meanings, controlling, controlled by and under common control with) means the power to direct or cause the direction of the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and, it being understood and agreed that with respect to a corporation or partnership, control shall mean direct or indirect ownership of more than 50% of the voting shares in any such corporation or of the general partnership interest or voting interest in any such partnership;
- (d) "**Agreement**" means this agreement of purchase and sale and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;
- (e) "**Applicable Law**" means, in respect of any Person, asset, transaction, event or circumstance: (i) statutes (including regulations enacted thereunder); (ii) judgments, decrees and orders of courts of competent jurisdiction (including the common law); (iii) regulations, orders, ordinances and directives issued by Governmental Authorities; and (iv) the terms and conditions of all permits, licenses, approvals and authorizations, in each case which are applicable to such Person, asset, transaction, event or circumstance;
- (f) "**Applicable Regulatory Authority**" means with respect to the Assets being located in Alberta, the AER.
- (g) "**Assets**" means the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests;
- (h) "**Assumed Contracts**" means the contracts referenced in subsection (i) of the definition of Miscellaneous Interests, which contracts shall be assigned by the Vendor and assumed by the Purchaser in accordance with the terms of this Agreement, the relevant contracts and/or the Sale Approval and Vesting Order, and/or other order of the Court in form and substance satisfactory to the Parties;
- (i) "**Assumed Liabilities**" means, collectively, all liabilities and obligations arising from the possession, ownership and/or use of the Assets following Closing (including for greater certainty any municipal or property taxes that accrue commencing on the Closing Date), along with Environmental Liabilities and Abandonment and Reclamation Obligations;
- (j) "**Business Day**" means any day other than a Saturday, Sunday or a statutory holiday in the City of Calgary in the Province of Alberta;
- (k) "**CCAA Proceedings**" means the court proceedings brought in the Court pursuant to Court Action No. 2401-02680, pursuant to which the Vendor was granted protection under the *Companies' Creditors Arrangement Act* (Canada) and the authority to pursue a restructuring transaction(s);

- (l) "**Claim**" means any caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing:
- (i) any encumbrances or charges created by the Court pursuant to the CCAA Proceedings in connection with this Transaction;
  - (ii) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
  - (iii) any liens or claims of lien under the *Builders' Lien Act* (Alberta);
  - (iv) any linear or non-linear municipal property tax claims under the *Municipal Government Act* (Alberta), or otherwise;
  - (v) those claims which may be specifically identified in Schedule "B" to the Sale Approval and Vesting Order, as applicable; and
  - (vi) any debt, lien and claim of Paramount Resources Ltd. as operator under any Assumed Contract, which arose or accrued prior to the Closing Date, including without limitations those debts, liens and claims as set out in Alberta Court of Kings Bench action no 2401 04665 insofar as the action pertains to the Assets;
- (m) "**Closing**" means the completion of the purchase by the Purchaser, and sale by the Vendor, of the Vendor's Interest in and to the Assets and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such purchase and sale, all subject to and in accordance with the terms and conditions of this Agreement;
- (n) "**Closing Date**" means the date on which Closing occurs, being the date which is five (5) Business Days following the date upon which all conditions in Sections 12.1, 12.2 and 12.3 have been satisfied or waived (other than such conditions which are to be satisfied on the Closing Date), or such other date as the Parties may agree in writing;
- (o) "**Confidentiality Agreement**" means the confidentiality agreement between Vendor and Purchaser dated February 16, 2024 in respect of the evaluation by the Purchaser of potential transactions involving the assets of the Debtor;
- (p) "**Consequential Damages**" has the meaning ascribed to that term in Section 15.4;
- (q) "**Court**" means the Court of Queen's Bench of Alberta, Judicial Centre of Calgary;
- (r) "**Deposit**" has the meaning ascribed to that term in Section 3.4(a);
- (s) "**Deposit Escrow Agent**" means McCarthy Tetrault LLP, in its capacity as escrow agent under the Deposit Escrow Agreement;

- (t) **"Deposit Escrow Agreement"** means the Deposit Escrow Agreement entered into concurrently herewith by the Vendor, the Purchaser and the Escrow Agent, in the form set forth in Schedule "D";
- (u) **"Due Diligence Information"** means all information made available (by the Vendor or otherwise) for the Purchaser's review in paper or electronic form in relation to the Vendor, its Affiliates and/or the Assets;
- (v) **"Effective Time"** means April 1, 2024;
- (w) **"Environment"** means the components of the earth and includes the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans);
- (x) **"Environmental Laws"** means all Applicable Laws relating to pollution or protection of human health or the Environment (including ambient air, water, surface water, groundwater, land surface, soil, or subsurface) or natural resources, including Applicable Laws relating to the storage, transfer, transportation, investigation, cleanup, treatment, or use of, or release or threatened release into the Environment of, any Hazardous Substances;
- (y) **"Environmental Liabilities"** means all past, present and future Losses and Liabilities, Claims and other duties and obligations, whether arising under contract, Applicable Laws or otherwise, arising from, relating to or associated with:
- (i) any damage, pollution, contamination or other adverse situations pertaining to the Environment howsoever and by whomsoever caused and regardless of whether such damage, pollution, contamination or other adverse situations occur or arise in whole or in part prior to, at or subsequent to the date of this Agreement;
  - (ii) the presence, storage, use, holding, collection, accumulation, assessment, generation, manufacture, processing, treatment, stabilization, disposition, handling, transportation, release, emission or discharge of Petroleum Substances, oilfield wastes, water, Hazardous Substances, environmental contaminants and all other substances and materials regulated under any Applicable Law, including any forms of energy, or any corrosion to or deterioration of any structures or other property;
  - (iii) compliance with or the consequences of any non-compliance with, or violation or breach of, any Environmental Law;
  - (iv) sampling, monitoring or assessing the Environment or any potential impacts thereon from any past, present or future activities or operations; or
  - (v) the protection, reclamation, remediation or restoration of the Environment;
- that relate to or arise by virtue of the Assets or the ownership thereof or any past, present or future operations and activities conducted in connection with the Assets or on or in respect of the Lands or any lands pooled or unitized therewith;
- (z) **"Facilities"** means the Vendor's Interest in and to all field facilities whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled)

and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, pipeline, production storage facility or warehouse, including those facilities and pipelines identified in Schedule A under the headings entitled "Facilities" and "Pipelines", respectively, and as applicable;

- (aa) "**Final Adjustment Date**" has the meaning given thereto in Section 4.2(a);
- (bb) "**General Conveyance, Assignment and Assumption Agreement**" means an agreement providing for the assignment by the Vendor of the Vendor's Interest in and to the Assets, free and clear of all Claims (other than Permitted Encumbrances) and the assumption by the Purchaser of the Assumed Liabilities, substantially in the form attached hereto as substantially in the form attached hereto as Schedule "C";;
- (cc) "**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, tribunal, commission, bureau, board, court (including the Court) or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over a Party, the Assets or this Transaction, including for greater certainty the Applicable Regulatory Authority;
- (dd) "**GST**" means taxes, interest, penalties and other additions thereto imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder; and "**GST Legislation**" means such act and regulations collectively;
- (ee) "**Hazardous Substances**" means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, radioactive materials, flammable substances, explosives, Petroleum Substances and products of Petroleum Substances, polychlorinated biphenyls, chlorinated solvents and asbestos;
- (ff) "**Interim Period**" means the period of time following the date of this Agreement up until the Closing Date;
- (gg) "**Lands**" means the lands set out and described in Schedule A under the heading entitled "Lands Schedule/Mineral Property Report", and the Petroleum Substances within, upon or under such lands (subject to the restrictions and exclusions identified in the Title Documents as to Petroleum Substances and geological formations);
- (hh) "**Leased Substances**" means all Petroleum Substances, rights to or in respect of which are granted, reserved or otherwise conferred by or under the Title Documents (but only to the extent that the Title Documents pertain to the Lands);
- (ii) "**Legal Proceeding**" means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review or retrial of any of the foregoing and any application for same;

- (jj) **"Licence Transfers"** means the transfer from the Vendor to the Purchaser of any permits, approvals, licences and authorizations granted by the Applicable Regulatory Authority or any other Governmental Authority in relation to the construction, installation, ownership, use or operation of the Wells or the Facilities, as applicable.
- (kk) **"Losses and Liabilities"** means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority, and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis);
- (ll) **"LTAs"** has the meaning set forth in Section 2.3(a);
- (mm) **"Miscellaneous Interests"** means, subject to any and all limitations and exclusions provided for in this definition, the Vendor's Interest in and to all property, assets, interests and rights pertaining to the Petroleum and Natural Gas Rights and the Tangibles (other than the Petroleum and Natural Gas Rights and the Tangibles), or either of them, but only to the extent that such property, assets, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any and all of the following:
  - (i) all contracts relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents);
  - (ii) all warranties, guarantees and similar rights relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including warranties and guarantees made by suppliers, manufacturers and contractors under the Assets, and claims against other Third Parties in connection with the contracts relating to the Petroleum and Natural Gas Rights and the Tangibles;
  - (iii) all subsisting rights to carry out operations relating to the Lands, the Tangibles or the Wells, and without limitation, all easements and other permits, licenses and authorizations pertaining to the Tangibles or the Wells;
  - (iv) rights to enter upon, use, occupy and enjoy the surface of any lands which are used or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights and the Tangibles, or either of them;
  - (v) all records, books, documents, licences, reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles, or either of them including any of the foregoing that pertain to geological or geophysical matters and, including plats, surveys, maps, cross-sections, production records, electric logs, cuttings, cores, core data, pressure data, decline and production curves, well files, and related matters, division of interest records, lease files, title opinions, abstracts of title, title curative documents, lease operating statements and all other accounting information, marketing reports, statements, gas balancing information,

and all other documents relating to customers, sales information, supplier lists, records, literature and correspondence, physical maps, geologic or geophysical interpretation, electronic and physical project files; and

- (vi) the Wells, including the wellbores and any and all casing and down-hole monitoring and pumping equipment;

provided that unless otherwise agreed in writing by the Parties, the Miscellaneous Interests shall not include any documents or data to the extent that they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by the Vendor to an assignee;

- (nn) "**Notice Period**" has the meaning ascribed to that term in Section 9.2(b);
- (oo) "**Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict, ruling, subpoena, or award entered by or with any Governmental Authority (whether temporary, preliminary, or permanent);
- (pp) "**Parties**" means, collectively, the Purchaser and the Vendor, and "**Party**" means any one of them;
- (qq) "**Permitted Encumbrances**" means:
  - (i) any overriding royalties, net profits interests and other burdens, which are provided for under the Title Documents or as listed in Schedule "A";
  - (ii) the terms and conditions of the Assumed Contracts and the Title Documents, including ROFRs, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents provided that any overriding royalties, net profits interests and other burdens must be listed in Schedule "A" to qualify as a Permitted Encumbrance under this subparagraph;
  - (iii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Laws to terminate any Title Document;
  - (iv) easements, rights of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
  - (v) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
  - (vi) agreements for the sale, processing, transmission or transportation of Petroleum Substances entered into by the Vendor subsequent to the date of this Agreement;



- (vii) any obligation of the Vendor to hold any portion of their interest in and to any of the Assets in trust for Third Parties;
- (viii) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Assets in any manner, including governmental requirements imposed by statute or Governmental Authorities as to rates of production from operations or otherwise affecting recoverability of Petroleum Substances;
- (ix) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards the Vendor's share of the costs and expenses thereof which are not due or delinquent as of the date hereof;
- (x) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xi) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations that are listed in Schedule "A";
- (xii) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority; and
- (xiii) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets as regards the Vendor's share of amounts owing to such public utility, municipality or Governmental Authority which are not due or delinquent as of the date hereof;
- (rr) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executory, Governmental Authority, or other entity however designated or instituted;
- (ss) **"Petroleum and Natural Gas Rights"** means the Vendor's Interest in and to all rights to and in respect of the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands);
- (tt) **"Petroleum Substances"** means any of crude oil, petroleum, natural gas, natural gas liquids, coal bed methane and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur;
- (uu) **"Purchase Price"** has the meaning ascribed to that term in Section 3.1;
- (vv) **"Purchaser"** has the meaning ascribed to that term in the preamble hereto;
- (ww) **"Representative"** means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, consultant, contractor, professional advisor and other representative of such Person and its Affiliates;
- (xx) **"Restructuring Transaction"** means the earlier to occur of any of the following: (i) the completion of a sale transaction of the Vendor's shares and/or other equity interests, (ii)

the closing of any restructuring or other plan for the reorganization of the Vendor; or (iii) the conclusion of the CCAA Proceedings;

- (yy) "**ROFR**" means a right of first refusal, right of first offer or other pre-emptive or preferential right of purchase or similar right to acquire the Assets or certain of them that may become operative by virtue of this Agreement or the completion of the Transaction;
- (zz) "**Sale Approval and Vesting Order**" means an order of the Court approving the Transaction in accordance with the provisions of this Agreement, and, subject to Closing, vesting all of the Vendor's Interest in and to the Assets in the Purchaser free and clear of all Claims (other than Permitted Encumbrances) and interests, such order to be substantially in the form attached hereto as Schedule B together with such modifications and amendments to such form as may be approved by both the Vendor and the Purchaser, acting reasonably;
- (aaa) "**Specific Conveyances**" means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the Vendor's Interest in and to the Assets to the Purchaser and to novate the Purchaser in the place and stead of the Vendor, with respect to the Assets (excluding the Licence Transfers);
- (bbb) "**Tangibles**" means the Vendor's Interest in and to the Facilities and any and all other tangible depreciable property and assets, if any, which are located within, upon or in the vicinity of the Lands and which are used or are intended to be used to produce, process, gather, treat, measure, store, transport, make marketable or inject the Leased Substances or any of them;
- (ccc) "**Third Party**" means any Person who is not a Party or an Affiliate of a Party;
- (ddd) "**Third Party Claim**" means any Claim by a Third Party asserted against the Vendor for which the Purchaser has indemnified the Vendor or is otherwise responsible pursuant to this Agreement;
- (eee) "**Title Documents**" means, collectively, any and all certificates of title, leases, reservations, permits, licences, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling agreements, acreage contribution agreements, joint venture agreements and any other documents and agreements granting, reserving or otherwise conferring rights to (i) explore for, drill for, produce, take, use or market Petroleum Substances, (ii) share in the production of Petroleum Substances, (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances which are produced, and (iv) rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances within, upon or under the Lands;
- (fff) "**Transaction**" means the transaction for the purchase and sale of the Vendor's Interest in and to the Assets, together with all other transactions contemplated in this Agreement, all as contemplated in this Agreement;
- (ggg) "**Transfer Taxes**" means all transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees,

and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Assets, including GST; and which, for certainty, shall not include freehold mineral taxes;

- (hhh) "**Vendor**" has the meaning ascribed to that term in the preamble hereto;
- (iii) "**Vendor's Interest**" means, when used in relation to any asset, undertaking or property, the entire right, title and interest, if any, of the Vendor in, to and/or under such asset, undertaking or property;
- (jjj) "**Vendor's Solicitors**" means the law firm of McCarthy Tetrault LLP, or such other firm or firms of solicitors as are retained or engaged by the Vendor from time to time and notice of which is provided to the Purchaser; and
- (kkk) "**Wells**" means the Vendor's Interest in and to the wells listed in Schedule A under the heading entitled "Wells", as applicable.

## 1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

- (a) All references to monetary amounts are to the lawful currency of Canada.
- (b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.
- (c) The word "include" and "including" and derivatives thereof shall be read as if followed by the phrase "without limitation".
- (d) The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular provision of this Agreement.
- (e) The headings contained in this Agreement are for convenience of reference only, and shall not affect the meaning or interpretation hereof.
- (f) Reference to any Article, Section or Schedule means an Article, Section or Schedule of this Agreement unless otherwise specified.
- (g) If any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict.
- (h) All documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict.
- (i) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.

- (j) Reference to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof.
- (k) References to an Applicable Law means such Applicable Law as amended from time to time and includes any successor Applicable Law thereto any regulations promulgated thereunder.

### **1.3 Schedules**

The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

|            |   |
|------------|---|
| Schedule A | Assets Listing  |
| Schedule B | Form of Sale Approval and Vesting Order                         |
| Schedule C | Form of General Conveyance, Assignment and Assumption Agreement |
| Schedule D | Form of Deposit Escrow Agreement                                |

### **1.4 Interpretation if Closing Does Not Occur**

If Closing does not occur, each provision of this Agreement which presumes that the Purchaser has acquired the Assets shall be construed as having been contingent upon Closing having occurred.

## **ARTICLE 2 PURCHASE AND SALE**

### **2.1 Agreement of Purchase and Sale**

Subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, accept and receive from the Vendor, the Vendor's Interest in and to the Assets.

### **2.2 Transfer of Property and Assumption of Liabilities**

Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, and legal and beneficial ownership of the Assets shall transfer from the Vendor to the Purchaser on the Closing Date, and the Purchaser agrees to assume, discharge, perform and fulfil all Assumed Liabilities. Without limiting the provisions of this Agreement relating to the General Conveyance, Assignment and Assumption Agreement (and such agreement itself), or any other provisions of this Agreement relating to sale, transfer, assignment, conveyance or delivery, the Assets shall be sold, assigned, transferred, conveyed, and delivered by the Vendor to the Purchaser by way of the Licence Transfers, the Specific Conveyances and other appropriate instruments of transfer, bills of sale, endorsements, assignments, and deeds, in recordable form, or by way of an Order of the Court, as appropriate, and free and clear of any and all Claims, other than Permitted Encumbrances, as applicable.

### **2.3 Licence Transfers**

- (a) Promptly following execution of this Agreement, the Vendor shall electronically submit applications to the Applicable Regulatory Authority for the Licence Transfers ("LTAs"), as applicable, and confirm that such submission has been made to the Purchaser, and in addition the Vendor shall cause to be provided any information and documentation along

with such LTAs to the Applicable Regulatory Authority which are required to be provided by the transferor in connection with the foregoing. The Purchaser shall accept or ratify such LTAs without delay, provided that, if the Purchaser in good faith determines or believes that any of the LTAs are not complete and accurate, or the Applicable Regulatory Authority refuses to process any such LTAs because of some defect therein, the Parties shall cooperate to duly complete or to correct such incomplete or inaccurate LTAs as soon as practicable and, thereafter, the Vendor shall promptly re-submit such LTAs and the Purchaser shall accept or ratify such re-submitted LTAs without delay. Each Party shall be responsible for its own costs relating to LTAs hereunder. The Purchaser shall provide any information and documentation in respect of such LTAs to the Applicable Regulatory Authority which are required to be provided by the transferee in connection with the foregoing. Following submission of the LTAs, the Purchaser shall use reasonable commercial efforts to obtain the approval from the Applicable Regulatory Authority of the LTAs and registration of the Licence Transfers, subject to the specific requirements of this Section 2.3.

- (b) If the Applicable Regulatory Authority denies any of the LTAs because of misdescription or other minor deficiencies contained therein, the Vendor shall, within two Business Days of such denial, correct the LTA(s) and amend and re-submit the LTA(s), and the Purchaser shall accept or ratify such re-submitted LTAs without delay.
- (c) In the event that the Purchaser has applied, or prior to the Closing Date applies, to the Applicable Regulatory Authority for a discretionary waiver from the Applicable Regulatory Authority's assessment program requirements in respect of the Transaction, then Vendor shall provide such information and documentation to the Applicable Regulatory Authority regarding the Assets as may reasonably be required in connection with the Applicable Regulatory Authority's review of such discretionary waiver application made by the Purchaser (but only to the extent such information and documentation has not already been made available by the Vendor or its Representatives to the Purchaser or its Representatives); provided that the Purchaser agrees it shall have primary carriage of, and be solely responsible at its own cost for submitting and liaising with the Applicable Regulatory Authority in respect of, such application.
- (d) The Purchaser shall on a timely and continuing basis keep the Vendor fully apprised and informed regarding all communications the Purchaser may have with the Applicable Regulatory Authority in connection with the Transaction, including all communications respecting LTAs, and without limiting the generality of the foregoing the Purchaser shall provide copies to the Vendor of all related correspondence from the Purchaser to the Applicable Regulatory Authority, and the Purchaser shall request that the Applicable Regulatory Authority provide copies to the Vendor of all related correspondence from the Applicable Regulatory Authority to the Purchaser.

## **2.4 Specific Conveyances**

- (a) Within a reasonable time following its receipt of the Title Documents from Vendor, Purchaser shall prepare and provide for the Vendor's review all Specific Conveyances. None of the Specific Conveyances shall confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, the Purchaser shall register and/or distribute (as applicable), all such Specific Conveyances and shall bear all costs incurred therewith and in preparing and registering any further assurances required to convey the Assets to the Purchaser.

- (b) As soon as practicable following Closing, the Vendor shall deliver or cause to be delivered to the Purchaser such original copies of the Title Documents and any other agreements and documents to which the Assets are subject and such original copies of contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests which are now in the possession or control of the Vendor or of which the Vendor gains possession or control prior to Closing.
- (c) Notwithstanding Sections 2.4(a) and 2.4(b), requests for the transfers from the Vendor to the Purchaser of registered Crown leases or licences, related surface rights and any other Title Documents which are administered by a Governmental Authority shall be submitted by the Vendor and accepted by the Purchaser as soon as is practicable after Closing.

## **2.5 Post-Closing Maintenance of Assets**

- (a) Following Closing, if and to the extent that Purchaser must be novated into, recognized as a party to, or otherwise accepted as assignee or transferee of Vendor's interest in the Assets or certain of them, including any Title Documents and Assumed Contracts, the following provisions shall apply with respect to the applicable Assets until such novation, recognition or acceptance has occurred:
  - (i) the Purchaser shall use reasonable commercial efforts to obtain, as may be required by the terms of any Assumed Contracts, consents or approvals to the assignment of such Assumed Contracts;
  - (ii) to the extent not obtained prior to the Closing Date, the Purchaser shall continue to use reasonable commercial efforts to obtain the Applicable Regulatory Authority's approval of the LTAs and registration of the Licence Transfers;
  - (iii) to the extent applicable, the Vendor shall hold the rights, entitlements, benefits, remedies, duties and obligations in respect of the applicable Assets in trust for the exclusive benefit of the Purchaser as bare trustee and agent;
  - (iv) to the extent permitted by any applicable Assumed Contract:
    - (A) the Purchaser will pay, perform and discharge the duties and obligations accruing after Closing under such Assumed Contract, on behalf of the Vendor until such time as the effective transfer or assignment of the relevant Assumed Contract to the Purchaser; and
    - (B) the Vendor shall use reasonable commercial efforts to exercise the rights, entitlements, benefits and remedies under such Assumed Contract, on behalf of the Purchaser until such time as the effective transfer or assignment of the relevant Assumed Contract to the Purchaser, or such Assumed Contract expires or otherwise terminates;
  - (v) the Vendor shall not have any liability as a consequence of the Vendor taking any action or causing anything to be done under this Section 2.5(a), and the Purchaser shall be responsible and liable for, and, as a separate covenant, shall hereby indemnify and save harmless the Vendor and its Representatives against, all costs and expenses reasonably incurred by the Vendor, its Affiliates or their respective Representatives as a consequence of or in connection with this Section 2.5(a); and

- (vi) nothing in this Agreement shall constitute an agreement to assign, and shall not be construed as an assignment of, or an attempt to assign to the Purchaser, any Assumed Contract until such time as the necessary consents or approvals with respect to the assignment are obtained.
- (b) Both before and after Closing, the Purchaser shall use all commercially reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit this Transaction to be completed. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. It shall be the sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all financial assurances, deposits or security that may be required by Governmental Authorities or any Third Parties under the Assumed Contracts or Applicable Laws to permit the transfer of the Assets, including the Assumed Contracts, to the Purchaser.

## **2.6 Assumed Liabilities**

Following Closing, the Purchaser shall assume, perform, discharge and pay when due all of the Assumed Liabilities. For greater certainty, the Purchaser acknowledges and agrees that the Environmental Liabilities and Abandonment and Reclamation Obligations in respect of the Assets are future costs and obligations associated with the ownership of the Assets that are tied and connected to the ownership of the Assets such that they are inextricably linked and embedded with the Assets.

## **ARTICLE 3 PURCHASE PRICE**

### **3.1 Purchase Price**

The consideration payable by the Purchaser for the Assets shall be the sum of \$ [REDACTED] plus or minus (as applicable) the net amount of the adjustments made pursuant to Article 4 (the "**Purchase Price**"). The Purchase Price shall be satisfied in accordance with Section 3.3(a). The Purchaser and the Vendor acknowledge and agree that the Purchase Price reflects the fair market value of the Assets as of the Closing Date, having due regard to the Environmental Liabilities connected to and embedded in the Assets that depress the value of the Assets.

### **3.2 Allocation of Purchase Price**

The Purchase Price shall be allocated among the Assets as follows:

- (a) to the Petroleum and Natural Gas Rights, 80%;
- (b) to the Tangibles, 20% less \$10.00; and
- (c) to the Miscellaneous Interests, \$10.00.

### **3.3 Satisfaction of Purchase Price**

- (a) Concurrent with the execution hereof, the Deposit shall be paid by the Purchaser pursuant to Section 3.4.

- (b) At Closing, the Purchase Price, minus the Deposit (and any interest earned thereof), plus or minus (as applicable) the adjustments to be made at Closing pursuant to Article 4, along with any additional amounts owing in respect of applicable GST, shall be paid by the Purchaser to the Vendor by electronic wire transfer.
- (c) If this Agreement is terminated, subject to the provisions regarding the handling of the Deposit in Section 3.4 and to Section 14.2, each Party shall be released from all obligations and liabilities under or in connection with this Agreement; provided however, the provisions of the Confidentiality Agreement shall continue to survive in accordance with its terms.

### **3.4 Deposit**

- (a) Concurrent with the execution hereof, the Parties shall execute the Deposit Escrow Agreement. Upon execution and delivery of this Agreement, the Purchaser shall pay an amount equal to \$ [REDACTED] (the “Deposit”) as a deposit against the payment of the Purchase Price to the Deposit Escrow Agent by wire transfer in accordance with the terms of the Deposit Escrow Agreement.
- (b) If Closing occurs, the Deposit and any accrued interest thereon shall be paid by the Deposit Escrow Agent to the Vendor and applied to payment of the Purchase Price.
- (c) If Closing does not occur due to a breach by Purchaser of a representation, warranty or material covenant in this Agreement, the Deposit shall be forfeited and the Deposit Escrow Agent shall pay the Deposit to the Vendor for its own account absolutely as a genuine pre-estimate by the Vendor and the Purchaser of the Vendor’s liquidated damages (and not as a penalty) as a result of Closing not occurring.
- (d) If Closing does not occur for any reason other than a breach by Purchaser of a representation, warranty or material covenant in this Agreement, the Deposit and any interest earned thereon shall be returned to the Purchaser by the Deposit Escrow Agent.

## **ARTICLE 4 ADJUSTMENTS**

### **4.1 Costs and Revenues to be Apportioned**

- (a) Except as otherwise provided in this Agreement, all costs and expenses relating to the Assets (including, without limitation, maintenance, development, capital and operating costs) and all revenues relating to the Assets (including, without limitation, proceeds from the sale of production and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties) shall be apportioned as of the Effective Time between the Vendor and the Purchaser on an accrual basis in accordance with generally accepted accounting principles, provided that:
  - (i) costs and expenses of work done, services provided and goods supplied shall be deemed to accrue for the purposes of this Article when the work is done or the goods (other than inventory) or services are provided, regardless of when such costs and expenses become payable;



- (ii) where the Vendor is the operator of any particular Asset, the Vendor will be entitled to all overhead recoveries and operator's fees for the period up to the Closing Date;
  - (iii) revenues from the sale of Petroleum Substances will be adjusted on the basis of the date the Petroleum Substances are produced;
  - (iv) all rentals and similar payments in respect of the leases or surface rights comprised in the Assets and all taxes (other than income taxes) levied with respect to the Assets or operations in respect thereof shall be apportioned between the Vendor and the Purchaser on a per diem basis as of the Effective Time; and
  - (v) Petroleum Substances attributable to the Assets which were produced, but not sold, as of the Effective Time shall be retained by the Vendor and the Vendor shall be responsible for all royalties or other encumbrances thereon. Petroleum Substances will be deemed to be sold on a first in, first out basis.
- (b) Subject to the foregoing provisions of this Section 4.1, for the purposes of the Interim Period, all benefits and obligations relating to the Assets, including revenue, expenses, operating costs and expenses, capital costs, lease rentals, royalty obligations and the proceeds from the sale of production from the Lands, are to be received by or paid by the Vendor and adjusted for on the interim statement of adjustments or the final statement of adjustments, in an amount equal to:
- (i) the proceeds from the sale of production from the Lands for the Interim Period, minus
  - (ii) all royalties and operating expenses for the Interim Period, minus
  - (iii) those capital expenses for which Purchaser is responsible for the Interim Period.

## 4.2 Adjustments to Account

- (a) An interim accounting of the adjustments pursuant to Section 4.1 shall be made at Closing, based on the Vendor's good faith estimate of the costs and expenses paid by the Vendor prior to Closing and the revenues accrued to the Vendor prior to Closing. The Purchaser shall provide a statement setting forth the adjustments to be made at Closing not later than three (3) Business Days prior to Closing and shall assist the Purchaser in understanding the amounts set forth in such statement. A further accounting of the adjustments pursuant to Section 4.1 shall be conducted within the earlier of (i) three (3) months following the Closing or (ii) completion of a Restructuring Transaction ("**Final Adjustment Date**"). The Parties shall not be obligated to make an adjustment following the Final Adjustment Date, unless such adjustment has been specifically requested, by written notice, within such period. All adjustments after Closing shall be settled by payment by the Party required to make payment hereunder within thirty (30) days of being notified of the determination of the amount owing.
- (b) At any time following Closing but prior to the Final Adjustment Date, the Purchaser may audit the books, records and accounts of the Vendor respecting the Assets, for the purpose of effecting adjustments pursuant to this Article. Such audit shall be conducted upon

reasonable notice to the Vendor at the Vendor's offices during the Vendor's normal business hours, and shall be conducted at the sole expense of the Purchaser.

- (c) All adjustments provided for in this Article shall be adjustments to that portion of the Purchase Price allocated to Petroleum and Natural Gas Rights. An adjustment payable by a Party after Closing pursuant to this Section 4.2 which is not paid within thirty (30) days of a written request for payment from the other Party, shall bear interest at the Prime Rate plus two (2) percent per annum payable by the paying Party to the other Party from the end of such thirty (30) day period until the adjustment is paid.

#### **4.3 Arbitration of Disputes**

Either Party may, following Closing, refer to arbitration a dispute between the Parties respecting the requirement for or the amount of an adjustment pursuant to the provisions of this Article 4.

#### **4.4 Post-Closing Accounting**

The Parties shall provide reasonable assistance to each other in the collection or recoupment of any overpayment or underpayment of joint operations accounts receivable.

#### **4.5 Deposits, Cash Calls and Operating Funds**

The Assets do not include deposits made by the Vendor which relate to the Assets or cash call advances, operating fund payments or similar advances made by the Vendor to an operator of the Assets. Such amounts shall, at the option of the Vendor, either be returned to the Vendor and (if required) replaced by the Purchaser or be transferred by the Vendor to the Purchaser, in which event the Purchaser shall reimburse the amount thereof to the Vendor.

### **ARTICLE 5 TRANSFER TAXES**

#### **5.1 Transfer Taxes**

The Parties agree that:

- (a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay, and be solely responsible for, any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Assets; and
- (b) the Purchaser shall indemnify the Vendor, its Affiliates for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that any of them are required to pay or for which any of them may become liable as a result of any failure by the Purchaser to self-assess, pay or remit such Transfer Taxes, other than as a result of a failure by the Vendor, its Affiliates to timely remit any amounts on account of Transfer Taxes paid by the Purchaser hereunder.

**ARTICLE 6**  
**REPRESENTATIONS AND WARRANTIES**

**6.1 Vendor's Representations**

The Vendor hereby represents and warrants to the Purchaser that:

- (a) the Vendor is, and at the Closing Date shall continue to be a corporation, duly incorporated validly existing and in good standing under the laws of Alberta and the jurisdictions in which the Assets are located. The Vendor has all the requisite power and authority to sell, assign, transfer and convey the Assets to Purchaser in accordance with this Agreement;
- (b) subject to the Sale Approval and Vesting Order being obtained, the consummation of the transaction contemplated herein will not violate, nor be in conflict with, any provision of any agreement or instrument to which the Vendor is a party or by which the Vendor is bound or any judgment, decree, order, law, statute, rule or regulation applicable to the Vendor;
- (c) subject to the Sale Approval and Vesting Order being obtained, this Agreement has been duly executed and delivered by the Vendor and all other documents (including the General Conveyance, Assignment and Assumption Agreement and the Specific Conveyances) executed and delivered pursuant hereto will be duly executed and delivered, and this Agreement does, and such documents will, constitute legal, valid and binding obligations of the Vendor enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditors' rights generally and the discretion of courts with respect to equitable or discretionary remedies and defences;
- (d) except as set forth in this Agreement, the Vendor does not warrant title to the Assets but the Vendor does warrant that the Vendor has not done any act or thing whereby any of the Assets may be cancelled or determined and, except for Permitted Encumbrances and subject to the Sale Approval and Vesting Order, at Closing, title to the Assets will be free and clear of all liens, mortgages, royalties, encumbrances and adverse claims created by, through or under the Vendor;
- (e) except for: (i) the Sale Approval and Vesting Order; and (ii) the Licence Transfers and any consents, approvals or waivers that are required in connection with the assignment of an Assumed Contract; the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Vendor of the Transaction;
- (f) it is not a non-resident of Canada within the meaning of such term under the *Income Tax Act* (Canada);
- (g) subject to the Sale Approval and Vesting Order being obtained, this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of it and is enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;

- (h) the Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by the Vendor; and
- (i) with respect to the GST imposed under the GST Legislation, the Vendor is registered under the GST Legislation and will continue to be registered at the Closing Date in accordance with the provisions of the GST Legislation and its GST registration number is 744 933 698 RT0001.

## 6.2 Purchaser's Representations

The Purchaser hereby represents and warrants to the Vendor that:

- (a) it is a corporation duly incorporated and validly subsisting under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) it has taken all necessary corporate or other acts to authorize the execution, delivery and performance by it of this Agreement;
- (c) neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound which breach could materially affect the ability of the Purchaser to perform its obligations hereunder;
- (d) except for: (i) the Sale Approval and Vesting Order; and (ii) the Licence Transfers and any consents, approvals or waivers that are required in connection with the assignment of an Assumed Contract; the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Purchaser of this Transaction;
- (e) subject to the Sale Approval and Vesting Order being obtained, this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (f) the Purchaser is not a non-Canadian Person within the meaning of the *Investment Canada Act* (Canada) nor a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (g) the Vendor will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by, the Purchaser;

- (h) the Purchaser meets all eligibility requirements of the Applicable Regulatory Authority as required to complete the transfers hereunder;
- (i) with respect to the GST imposed under the GST Legislation, the Purchaser is registered under the GST Legislation and will continue to be registered at the Closing Date in accordance with the provisions of the GST Legislation and that its GST registration number is 838 513 919 RT0001;
- (j) the Purchaser will have the financial resources necessary to pay, as and when due from the Purchaser, the Purchase Price, the Transfer Taxes, its legal fees and expenses, registration costs and any other amounts payable by the Purchaser pursuant hereto; and
- (k) the Purchaser has the financial resources necessary to post or satisfy all necessary security, deposits, letters of credit, guarantees or other financial assurances necessary to take possession of the Assets, effect any Licence Transfers and to satisfy the security required by the Assumed Contracts.

### **6.3 Enforcement of Representations and Warranties**

- (a) The representations and warranties of each Party contained in this Agreement shall survive Closing until the Final Adjustment Date and shall thereafter be of no further force and effect. Effective upon the occurrence of Final Adjustment Date, each Party hereby releases and forever discharges each other Party from any breach of any representations and warranties set forth in this Agreement. For greater certainty, none of the representations and warranties contained in this Article 6 shall survive the Final Adjustment Date and, the Purchaser's sole recourse for any material breach of representation or warranty by the Vendor shall be for the Purchaser to not complete the Transaction in accordance with this Agreement.
- (b) The representations and warranties of the Vendor made herein or pursuant hereto are made for the exclusive benefit of the Purchaser, and the representations and warranties of the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Vendor, as the case may be, and are not transferable and may not be made the subject of any right of subrogation in favour of any other Person.
- (c) The Parties expressly acknowledge and agree that the provisions of this Section 6.3 and the limit on each Party's liability set out in this Section 6.3 are intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

## **ARTICLE 7 "AS IS, WHERE IS" AND NO ADDITIONAL REPRESENTATIONS AND WARRANTIES**

### **7.1 Due Diligence Acknowledgement**

The Purchaser acknowledges and agrees that:

- (a) it was solely responsible to perform any inspections it deemed pertinent to the purchase of the Assets and to be satisfied as to the condition of the Assets prior to entering into this Agreement with the Vendor;
- (b) notwithstanding the fact that it was permitted to review any diligence materials and disclosures provided by the Vendor, including the Due Diligence Information, the Vendor assumes no liability for errors or omissions in such diligence materials and disclosure or any other property listings or advertising, promotional or publicity statements and materials, and makes no representations or warranties in respect thereof;
- (c) by entering into this Agreement with the Vendor, the Purchaser shall be deemed to represent, warrant and agree with respect to the Assets that:
  - (i) the Purchaser has inspected the Assets and is familiar and satisfied with the physical condition thereof and has conducted such investigation of the Assets as the Purchaser has determined appropriate;
  - (ii) none of the Vendor, its Affiliates or their respective Representatives have made any oral or written representation, warranty, promise or guarantee whatsoever to the Purchaser, expressed or implied, and in particular, that no such representations, warranties, guarantees, or promises have been made with respect to the physical condition, operation, or any other matter or thing affecting or related to the Assets and/or the offering or sale of the Assets;
  - (iii) the Purchaser has not relied upon any representation, warranty, guarantee or promise or upon any statement made or any information provided concerning the Assets, including the Due Diligence Information made available to the Purchaser by the Vendor, its Affiliates or their respective Representatives;
  - (iv) the Purchaser has entered into this Agreement after having relied solely on its own independent investigation, inspection, analysis, appraisal and evaluation of the Assets and the facts and circumstances related thereto;
  - (v) any information provided or to be provided by or on behalf of the Vendor with respect to the Assets, including all Due Diligence Information, was obtained from information provided to the Vendor and the Vendor has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information;
  - (vi) without limiting the generality of the foregoing, the Vendor is not under any obligation to disclose to the Purchaser, and shall have no liability for its failure to disclose to the Purchaser, any information known to it relating to the Assets except as may be required by any Applicable Law; and
  - (vii) none of the Vendor, its Affiliates or their respective Representatives are liable or bound in any manner by any oral or written statements, representations or information pertaining to the Assets, or the operation thereof, made or furnished by any real estate broker, agent, employee, or other Person.

## 7.2 “As Is, Where Is”, No Additional Representations

- (a) Without limiting any other provision of this Agreement, the Purchaser acknowledges and agrees that it is acquiring the Assets on an “as is, where is” and “without recourse” basis with all defects, both patent and latent, and with all faults, whether known or unknown, presently existing or that may hereafter arise. The Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement, the Vendor, its Affiliates and their respective Representatives have not made, do not make and specifically negate and disclaim any representation, warranty, promise, covenant, agreement or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Assets. For greater certainty, but without limitation, except as expressly set forth in this Agreement, none of the Vendor, its Affiliates or their respective Representatives make any condition, representation or warranty whatsoever, express or implied, with respect to:
- (i) the title and interest of the Vendor in and to the Assets;
  - (ii) whether any ROFRs are exercisable by a Third Party in connection with the completion of the Transactions;
  - (iii) the quality, quantity or recoverability of Petroleum Substances within or under the Lands or any lands pooled or unitized therewith;
  - (iv) the income to be derived from the Assets, if any;
  - (v) any estimates of the value of the Assets or the revenues or cash flows from future production from the Lands;
  - (vi) the rates of production of Petroleum Substances from the Lands;
  - (vii) the quality, condition, marketability, profitability, fitness for a particular purpose or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles or any personal property);
  - (viii) the suitability of the Assets for any and all purposes, activities and uses which the Purchaser may desire to conduct thereon;
  - (ix) the compliance of or by the Assets or its operation with any Applicable Law (including Environmental Laws);
  - (x) the validity or enforceability of the Assumed Contracts or the ability to assign any of the Assumed Contracts;
  - (xi) any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the purchase of the Assets contemplated by this Agreement;
  - (xii) the manner or quality of the construction or materials, if any, incorporated into the Assets;
  - (xiii) the manner, quality, state of repair or lack of repair of the Assets;

- (xiv) the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under-shoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the Assets or any structures or improvements situated thereon;
  - (xv) whether the Assets are located in a seismic hazards zone or a flood hazard zone;
  - (xvi) the presence of pests and any damage to the Assets and/or its improvements that may have occurred as a result;
  - (xvii) the nature and quantum of the Assumed Liabilities; or
  - (xviii) any other matter with respect to the Assets.
- (b) The Purchaser acknowledges that the release and disclaimer described in this Article 7 is intended to be very broad and, except for its express rights under this Agreement, the Purchaser expressly waives and relinquishes any rights or benefits it may have under any Applicable Law designed to invalidate releases of unknown or unsuspected claims.
- (c) Except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Vendor, its Affiliates and their respective Representatives in respect of the Assets and any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta) (or similar applicable statutes, all as may be amended, repealed or replaced), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

## ARTICLE 8 RISK AND COSTS AND INSURANCE

### 8.1 Risk and Costs

Except as otherwise provided for in this Agreement, the Assets will be at the sole risk and responsibility of the Vendor until the Closing Date, and thereafter at the sole risk and responsibility of the Purchaser.

### 8.2 Insurance

Any property, liability and other insurance maintained by the Vendor in relation to the Assets, to the extent applicable, shall not be transferred at Closing, but shall remain the responsibility of the Vendor until the Closing Date. The Purchaser shall be responsible for placing its own property, liability and other insurance coverage with respect to the Assets in respect of the period from and after 12:01 a.m. on the Closing Date.



## ARTICLE 9 INDEMNIFICATION

### 9.1 Indemnification Given by Purchaser

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor, its Affiliates and their respective Representatives for; and
- (b) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives from and against;

all Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates and/or their respective Representatives related to or in connection with the Assets and the Assumed Liabilities during the period following the Closing Date, including: (i) all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Assets during the period following the Closing Date; (ii) all Losses and Liabilities arising or accruing on or after the Closing Date under any Assumed Contract; and (iii) any other Losses and Liabilities for which the Purchaser has otherwise agreed to indemnify the Vendor and the Debtor pursuant to this Agreement, including pursuant to Section 10.2. The Purchaser's indemnity obligations set forth in this Section 9.1 shall survive the Closing Date indefinitely pursuant to Section 15.2.

### 9.2 Third Party Claims

- (a) If any of the Vendor, its Affiliates or any of their respective Representatives receives written notice of the commencement or assertion of any Third Party Claim for which the Purchaser is liable pursuant to this Agreement (or has otherwise agreed to indemnify the Vendor, its Affiliates or their respective Representatives against), the Vendor shall give the Purchaser reasonably prompt notice thereof, but in any event no later than ten (10) days after receipt of such notice of such Third Party Claim. Such notice to the Purchaser shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the Losses and Liabilities that has been or may be sustained by the Vendor, its Affiliates or their respective Representatives, respectively, and a reference to the provisions of this Agreement, or other applicable document, upon which such claim is based.
- (b) The Purchaser may assume the carriage and control of the defence of any Third Party Claim by giving notice to that effect to the Vendor not later than ten (10) days after receiving notice of that Third Party Claim (the "**Notice Period**") so long as: (i) the Purchaser first acknowledges to the Vendor, in writing, liability to the Vendor, its Affiliates and/or their respective Representatives, under this Agreement with respect to such Third Party Claim and that the outcome of such Third Party Claim does not alter or diminish the Purchaser's obligation to indemnify the Vendor, its Affiliates and/or their respective Representatives, pursuant to this Agreement, subject to the Purchaser's right to contest in good faith the Third Party Claim; (ii) the Purchaser has the financial resources to defend against the Third Party Claim and fulfill any indemnification obligations and has provided the Vendor, its Affiliates and/or their respective Representatives, with evidence thereof; (iii) the Third Party Claim involves monetary damages; and (iv) the Purchaser thereafter pursues the defence or settlement of the Third Party Claim actively and diligently. The Purchaser's right to do so shall be subject to the rights of any insurer or other third party who has potential liability in respect of that Third Party Claim. The Purchaser shall pay all of its own expenses of participating in or assuming such defence. in the event that the Purchaser

elects to assume the carriage and control of the defence of a Third Party Claim pursuant to this Section 9.2(b), then the Vendor shall, or shall cause its Affiliates and/or their respective Representatives to, cooperate in good faith in the defence of each Third Party Claim and may participate in such defence assisted by counsel of its own choice at its own expense.

- (c) If the Vendor has not received notice within the Notice Period that the Purchaser has elected to assume the carriage and control of the defence of such Third Party Claim in accordance with Section 9.2(b), or if the Purchaser has given such notice but thereafter fails or is unable to pursue the defence or settlement of such Third Party Claim actively and diligently, the Vendor, its Affiliates and/or their respective Representatives, may, at their option, elect to settle or compromise the Third Party Claim on terms of its choosing, or assume such defence assisted by counsel of its own choosing, and the Purchaser shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Losses and Liabilities suffered or incurred by the Vendor, its Affiliates and/or their Representatives with respect to such Third Party Claim.

### **9.3 Failure to Give Timely Notice**

Notwithstanding that time is of the essence, a failure to give timely notice as provided in this Article 9 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under any applicable insurance coverage or was otherwise prejudiced as a result of such failure.

### **9.4 No Merger**

There shall not be any merger of any liability or indemnity hereunder in any assignment, conveyance, transfer or document delivered pursuant hereto notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

### **9.5 Third Party Beneficiary**

The Vendor's Representatives and the Vendor's Affiliates, are intended third party beneficiaries of this Article 9 and shall have the right, power and authority to enforce the provisions hereof as though they were each a party hereto. The Purchaser further agrees to execute such agreements as may be reasonably requested by such Persons in connection with these provisions that are consistent with this Article 9 or that are reasonably necessary to give further effect thereto.

## **ARTICLE 10 ENVIRONMENTAL MATTERS**

### **10.1 Acknowledgements Regarding Environmental Condition**

The Purchaser acknowledges that, insofar as the environmental condition of the Assets is concerned, it will acquire the Assets pursuant hereto on an "as is, where is" basis. The Purchaser acknowledges that it is familiar with the condition of the Assets, including the past and present use of the Lands and the Tangibles, that the Vendor has provided the Purchaser with a reasonable opportunity to inspect the Assets at the sole cost, risk and expense of the Purchaser (insofar as the Vendor could reasonably provide such access) and that the Purchaser is not relying upon any representation or warranty of the Vendor or any of its respective Representatives as to the environmental condition of the Assets, or any Environmental Liabilities or Abandonment and Reclamation Obligations in respect thereof.

## 10.2 Assumption of Environmental Liabilities

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor, its Affiliates and their respective Representatives for; and
- (b) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives from and against;

all Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates or their respective Representatives as a result of any matter or thing arising out of, attributable to or connected with any Environmental Liabilities or any Abandonment and Reclamation Obligations. Once Closing has occurred, the Purchaser shall be solely responsible for all Environmental Liabilities and all Abandonment and Reclamation Obligations as between the Vendor (on one hand) and the Purchaser (on the other hand) including whether occurring or accruing prior to, on or after the Closing Date, and hereby releases the Vendor, its Affiliates and their respective Representatives from any claims the Purchaser may have against the Vendor with respect to all such Environmental Liabilities and Abandonment and Reclamation Obligations. Without restricting the generality of the foregoing, the Purchaser shall be responsible for all Environmental Liabilities and Abandonment and Reclamation Obligations (including whether occurring or accruing prior to, on or after the Closing Date) in respect of all Wells and Tangibles.

## ARTICLE 11 COVENANTS

### 11.1 Conduct of Business Until Closing

- (a) From the date hereof until the Closing Date, subject to any orders of the Court and any limitations set out in the Title Documents and any other agreements and documents to which the Assets are subject, the Vendor shall use reasonable commercial efforts, to maintain the Assets in a proper and prudent manner in material compliance with all Applicable Laws, but for greater certainty only to the extent that the nature, scope and authority of the Vendor permits and the nature of the CCAA Proceedings permits and is consistent with the foregoing.
- (b) Until the Closing Date, the Vendor shall provide the Purchaser with all access to the Assets as reasonably required by the Purchaser in order to allow for and assist the Purchaser with an orderly passing of the Assets to the Purchaser following Closing in accordance herewith.
- (c) The access to the Assets to be afforded to the Purchaser and its Representatives pursuant to this Section 11.1 will be subject to the Assumed Contracts and all of the Vendor's site entry protocols, health, safety and environmental rules, policies and procedures. Further, the Purchaser acknowledges and agrees that it shall:
  - (i) be solely liable and responsible for any and all Losses and Liabilities which the Vendor, its Affiliates or their respective Representatives may suffer, sustain, pay or incur; and
  - (ii) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives harmless from any and all Claims or Losses and Liabilities whatsoever which may be brought against, suffered by or incurred by the Vendor, its Affiliates or their respective Representatives;

arising out of, resulting from, attributable to or in any way connected with any access provided to the Purchaser or its Representatives pursuant to this Section 11.1.

## 11.2 ROFRs

- (a) The Purchaser acknowledges that it shall be responsible for conducting such separate investigation of the Assets as the Purchaser has determined is appropriate with respect to the identification of ROFRs applicable to the Assets as soon as is reasonably practicable after the date hereof. The Purchaser shall indemnify Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates or their respective Representatives as a result of any failure by the Purchaser to identify ROFRs applicable to the Assets or any Third Party Claim relating to the allocation of the value of a ROFR to be determined by the Purchaser in accordance with Section 11.2(b)(i), as applicable.
- (b) If the Purchaser has identified any ROFRs pursuant to Section 11.2(a):
  - (i) promptly following the identification of Assets which are the subject of ROFRs, the Purchaser shall prepare and provide the Vendor with ROFR notices to be issued in respect of such ROFRs, which shall include the Purchaser's bona fide allocation of the amount of the Purchase Price attributable to each of such Assets which are subject to a ROFR;
  - (ii) the Vendor shall courier ROFR notices to the Third Parties holding such ROFRs promptly following the receipt of the same from the Purchaser; and
  - (iii) to the extent the Purchaser is not copied directly on a response from a Third Party ROFR holder, the Vendor shall notify the Purchaser in writing forthwith upon each Third Party exercising or waiving such a ROFR.
- (c) If any such Third Party elects to exercise such a ROFR, then:
  - (i) the definition of Assets shall be deemed to be amended to exclude those Assets in respect of which the ROFR has been exercised;
  - (ii) such Assets shall not be conveyed to the Purchaser;
  - (iii) any proceeds received by the Vendor from a Third Party in respect of the sale and conveyance of any Assets which are subject to a ROFR shall be deemed to not constitute Assets for the purposes of this Agreement; and
  - (iv) the Purchase Price shall be reduced by amount allocated to such ROFR in the event of the exercise of any such ROFR by a Third Party.
- (d) In the event that a Third Party exercises a ROFR and is then unable or unwilling to enter into a conveyance agreement with the Vendor for the relevant Assets, the Purchaser agrees to accept a conveyance of such Assets under the same terms and conditions as this Agreement to whatever extent possible.

### **11.3 Document Review**

Prior to Closing, the Vendor shall provide Purchaser with reasonable access to the Title Documents and other Miscellaneous Interests in the possession or under the control of Vendor for the purpose of verifying the continued validity and effect of the Title Documents, the identification of Assets the subject of ROFRs, the preparation of Specific Conveyances and other matters related to this Agreement and the Transaction.

## **ARTICLE 12 CONDITIONS**

### **12.1 Mutual Conditions**

The respective obligations of the Parties to complete the purchase and sale of the Assets are subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all ROFRs applicable to the Assets shall have been either exercised or waived by the holders thereof or the time periods for exercise thereof shall have passed;
- (b) the Court shall have granted the Sale Approval and Vesting Order;
- (c) no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable order or Applicable Law subsequent to the date hereof which has the effect of: (i) making any of the transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the Vendor from the sale of the Assets; and
- (d) the Closing is not otherwise prohibited by Applicable Law.

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the agreement of the Vendor and the Purchaser.

### **12.2 Conditions for the Benefit of the Purchaser**

The obligation of the Purchaser to complete the purchase of the Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Vendor contained in Section 6.1 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time and a certificate of an officer of the Vendor to that effect shall have been delivered by the Vendor to the Purchaser at Closing;
- (b) the Vendor shall have complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement and a certificate of an officer of the Vendor to that effect shall have been delivered by the Vendor to the Purchaser at Closing; and
- (c) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at or before the Closing all the documents contemplated in Section 13.2.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have.

### **12.3 Conditions for the Benefit of the Vendor**

The obligation of the Vendor to complete the sale of the Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Purchaser contained in Section 6.2 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time and a certificate of an officer of the Purchaser to that effect shall have been delivered by the Purchaser to the Vendor at Closing;
- (b) the Purchaser shall have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement and a certificate of an officer of the Purchaser to that effect shall have been delivered by the Purchaser to the Vendor at Closing;
- (c) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at or before the Closing all the documents contemplated in Section 13.3; and
- (d) the Vendor has not lost its ability to convey the Assets due to an order of the Court.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have.

### **12.4 Satisfaction of Conditions**

Each of the Parties shall proceed diligently and in good faith and use all commercially reasonable efforts to fulfill and assist in the fulfillment of the conditions set forth in Sections 12.1, 12.2 and 12.3. In addition, each of the Parties agrees not to take any action that could reasonably be expected to preclude, delay or have an adverse effect on the Transaction or would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect.

## **ARTICLE 13 CLOSING**

### **13.1 Closing Date and Place of Closing**

Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date, or at such other time as the Parties may agree in writing.

### **13.2 Deliveries on Closing by the Vendor**

The Vendor shall deliver (or cause to be delivered) to the Purchaser on or before the Closing Date:

- (a) a Court certified copy of the Sale Approval and Vesting Order;
- (b) a certificate duly executed by an officer of the Vendor pursuant to Sections 12.2(a) and 12.2(b);

- (c) the General Conveyance, Assignment and Assumption Agreement duly executed by the Vendor; and
- (d) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

### **13.3 Deliveries on Closing by the Purchaser**

The Purchaser shall deliver (or cause to be delivered) to the Vendor on or before the Closing Date:

- (a) payment of the Purchase Price in accordance with Section 3.3(b);
- (b) payment of all Transfer Taxes payable on Closing to the Vendor (or evidence of self-assessment and payment by the Purchaser thereof to the relevant Governmental Authorities);
- (c) a certificate duly executed by an officer of the Purchaser pursuant to Sections 12.3(a) and 12.3(b);
- (d) the General Conveyance, Assignment and Assumption Agreement duly executed by the Purchaser;
- (e) a release by the Purchaser of any Claims it may have or has against the Vendors with respect to the Assets; and
- (f) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

## **ARTICLE 14 TERMINATION**

### **14.1 Grounds for Termination**

This Agreement may be terminated at any time prior to Closing:

- (a) by the written agreement of the Vendor and the Purchaser, provided however that if this Agreement has been approved by the Court, any such termination shall require the approval of the Court;
- (b) by the Purchaser, upon written notice to the Vendor, if there has been a material breach by the Vendor of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 12.2 impossible; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Vendor, and such breach has not been cured within ten (10) days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Vendor received such notice; or

- (c) by the Vendor, upon written notice to the Purchaser, if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendor, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 12.3 impossible; or (ii) if such breach is curable, the Vendor has provided prior written notice of such breach to the Purchaser, and such breach has not been cured within ten (10) days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Purchaser received such notice.

## **14.2 Effect of Termination**

Notwithstanding any termination of this Agreement as permitted under Section 14.1, or as otherwise provided for in this Agreement, the provisions of Sections 3.4 (Deposit), 15.1 (Public Announcements), 15.3 (Governing Law), 15.4 (Consequential Damages), 15.10 (Costs and Expenses) and 15.14 (Third Party Beneficiaries) shall remain in full force and effect following any such permitted termination.

## **ARTICLE 15 GENERAL**

### **15.1 Public Announcements**

- (a) Subject to Section 15.1(b), if a Party intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the Transaction, the disclosing Party shall provide the other Parties with an advance copy of any such press release or public disclosure with sufficient time to enable the other Parties to review such press release or other public disclosure and provide any comments. The disclosing Party shall not issue such press release or other public disclosure without the prior written consent of the other Parties, such consent not to be unreasonably withheld.
- (b) Notwithstanding Section 15.1(a): (i) this Agreement may be filed by the Vendor with the Court; and (ii) the Transaction may be disclosed by the Vendor to the Court, subject to redacting confidential or sensitive information as permitted by Applicable Law. The Parties further agree that:
  - (i) the Vendor may prepare and file reports and other documents with the Court containing references to the Transaction and the terms of the Transaction; and
  - (ii) the Vendor and its professional advisors may prepare and file such reports and other documents with the Court containing references to the Transaction contemplated by this Agreement and the terms of such Transaction as may reasonably be necessary to obtain the Sale Approval and Vesting Order and to complete the Transaction contemplated by this Agreement or to comply with their obligations to the Court.

### **15.2 Survival**

Upon Closing, the obligations, covenants, representations and warranties of the Parties set out in this Agreement shall expire, be terminated and extinguished and of no further force or effect, provided that notwithstanding the Closing contemplated hereunder or the delivery of documents pursuant to this Agreement, the obligations and covenants of the Parties set out in Section 2.3 (Licence Transfers), Section



2.3 (Assignment of Assumed Contracts and Third Party Consents), Section 2.4 (Specific Conveyances), Section 6.3 (Enforcement of Representations and Warranties), Section 11.2 (ROFRs) and Article 4 (Adjustments), Article 5 (Transfer Taxes), Article 7 (“As Is, Where Is” and No Additional Representations and Warranties), Article 9 (Indemnification), Article 10 (Environmental Matters) and Article 15 (General), shall survive Closing, shall remain in full force and effect, shall not merge as a result of Closing and shall be binding on the Parties indefinitely thereafter except as expressly stated to the contrary therein or otherwise in accordance with Applicable Laws.

### **15.3 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties consent to the jurisdiction and venue of the courts of Alberta for the resolution of any such dispute arising under this Agreement.

### **15.4 Consequential Damages**

Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any punitive, exemplary, consequential or indirect damages (including for greater certainty, any loss of profits) (collectively, “**Consequential Damages**”) that may be alleged to result, in connection with, arise out of, or relate to this Agreement or the Transaction, other than Consequential Damages for which the Purchaser is liable as a result of a Third Party Claim (which liability shall be subject to and recoverable under Article 9 (Indemnification)). For greater certainty, the Parties agree that none of the Parties, their respective Affiliates or their respective Representatives shall be liable for any lost profits whatsoever, whether such lost profits are considered to be direct, consequential or indirect losses, and regardless of whether such lost profits were foreseeable by the Parties at any time or whether such lost profits were the direct and natural result of a Party’s breach of its obligations under this Agreement.

### **15.5 Further Assurances**

Each of the Parties from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

### **15.6 Assignment**

The Purchaser shall not, without the Vendor’s prior written consent, assign any right or interest in this Agreement, which consent may be withheld in the Vendor’s sole and absolute discretion.

### **15.7 Waiver**

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

### **15.8 Amendment**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

### **15.9 Time of the Essence**

Time is of the essence in this Agreement.

### **15.10 Costs and Expenses**

Unless otherwise provided for in this Agreement, each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the Transaction. Notwithstanding any other provision of this Agreement, the Purchaser shall pay the cost of all surveys, title insurance policies and title reports ordered by the Purchaser.

### **15.11 Entire Agreement**

This Agreement and the Confidentiality Agreement (the terms and conditions of which are incorporated by reference into this Agreement, and binding upon the Parties, as if such agreement were signed directly by the Parties) constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement or in the Confidentiality Agreement.

### **15.12 Notices**

Any notice, direction or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or electronic mail and addressed:

- (a) in the case of the Vendor:

Razor Energy Corp.  
800, 500 – 5<sup>th</sup> Street SW  
Calgary, AB T2P 3L5

Attention: Doug Bailey  
Email: [dbailey@razor-energy.com](mailto:dbailey@razor-energy.com)

With a copy to the Vendor's Solicitors:

McCarthy Tetrault LLP  
4000, 421 – 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 4K9

Attention: Sean Collins, Partner  
Email: [scollins@mccarthy.ca](mailto:scollins@mccarthy.ca)

(b) In the case of the Purchaser:

HWN Energy Ltd.  
Suite 1000, 207 – 9<sup>th</sup> Avenue S.W.  
Penn West Plaza East  
Calgary, Alberta T2P 1K3

Attention: John Oberg, CEO  
Email: [joberg@hwnenergy.com](mailto:joberg@hwnenergy.com)

A notice is deemed to be given and received if: (i) sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; or (ii) email, on the date of transmission if it is a Business Day and the transmission was made prior to 4:00 p.m. (local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed.

### **15.13 Enurement**

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

### **15.14 Third Party Beneficiaries**

Except as otherwise provided for in this Agreement, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns and, except as otherwise provided for in this Agreement, no Person, other than the Parties and their successors and permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum.

### **15.15 Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or

unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

#### **15.16 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or other electronic means of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

**[THE BALANCE OF THIS PAGE INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**RAZOR ENERGY CORP.**



Per: \_\_\_\_\_  
Name: Doug Bailey  
Title: President and CEO

**HWN ENERGY LTD.**

Per: \_\_\_\_\_  
Name: John Oberg  
Title: Chief Executive Officer

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**RAZOR ENERGY CORP.**

Per: \_\_\_\_\_  
Name: Doug Bailey  
Title: President and CEO

**HWN ENERGY LTD.**

Per: John N. Oberg  
Name: John Oberg  
Title: Chief Executive Officer

**SCHEDULE A****Assets Listing**

Lands Schedule/Mineral Property Report:

**Please see attached Land Schedule/Mineral Property Report attached as Schedule A-1**

Wells:

**Please see attached Well List attached as Schedule A-2**

Surface:

**Please see attached Surface List attached as Schedule A-3**

Pipelines:

**Please see attached Pipeline List attached as Schedule A-4**

Facilities:

**Please see attached Facility List attached as Schedule A-5**

**SCHEDULE A-1****Land Schedule/Mineral Property Report**

See attached Mineral Property Report comprising 83 pages.



# RAZOR ENERGY CORP.

## Mineral Property Report

Generated by Geoff Thiessen on May 02, 2024 at 1:52:06 pm.

### Selection

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

### Print Options

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

### Sort Options

Division: No  
Category: No  
Province: No



**RAZOR ENERGY CORP.**

**Mineral Property Report**

**Generated by Geoff Thiessen on May 02, 2024 at 1:52:06 pm.**

**Sort Options**

|           |     |
|-----------|-----|
| Area:     | No  |
| Location: | Yes |



CS LAND Version: 23.2.0

Report Date: May 02, 2024  
 Page Number: 1

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

| File Number  | Lse Type               | Lessor Type | Exposure | Oper.Cont.      | ROFR | DOI Code    | Lease Description / Rights Held |
|--------------|------------------------|-------------|----------|-----------------|------|-------------|---------------------------------|
| File Status  | Int Type / Lse No/Name |             | Gross    |                 |      |             |                                 |
| Mineral Int  | Operator / Payor       |             | Net      | Doi Partner(s)  | *    | *           |                                 |
| M00289       | PNG                    | CR          | 64,000   | C00166          | A    | WI          | Area : KAYBOB NON-UNIT          |
| Sub: A       | WR                     |             | 64,000   | RAZOR           |      | 14,49816000 | TWP 63 RGE 25 W5M NE 16         |
| ACTIVE       | 0581040036             |             | 9,279    | HOWSYTH LIMITED | *    |             | PNG TO BASE LEDUC               |
|              | GAIN                   |             |          | JOHN DE KUYPER  | *    |             | EXCL PNG IN NORDEGG             |
| 100.00000000 | I3 ENERGY              |             |          | BOUNTY          |      | 48.55271000 |                                 |
|              |                        |             |          | I3 ENERGY       |      | 18.36049000 |                                 |
|              |                        |             |          | ASTARA          |      | 18.58864000 |                                 |
|              |                        |             |          | Total Rental:   |      | 112.00      |                                 |

----- Well U.W.I. Status/Type -----  
 100/16-16-063-25-W5/00 PRODUCING/OIL

| Status    | Hectares | Net   | Hectares | Net   |
|-----------|----------|-------|----------|-------|
| PRODUCING | 64,000   | 9,279 | 0,000    | 0,000 |
| DEVELOPED | 64,000   | 9,279 | 0,000    | 0,000 |
|           | 0,000    | 0,000 | 0,000    | 0,000 |

----- Related Contracts -----  
 C00166 A FO Jan 13, 1986  
 C00167 A PAR Jan 15, 1981  
 C00168 A PAR May 15, 1981  
 C00169 A ROYLTY Aug 17, 2001  
 PS0003 A P&S Apr 19, 2017

| Royalty / Encumbrances |                          | Product Type | Sliding Scale | Convertible | % of Prod/Sales       |
|------------------------|--------------------------|--------------|---------------|-------------|-----------------------|
| <Linked>               | Royalty Type             | ALL          | N             | N           | 11.37500000 % of PROD |
| C00166 A               | GROSS OVERRIDING ROYALTY |              |               |             |                       |
|                        | Roy Percent:             | 0.75000000   |               |             |                       |
|                        | Deduction:               | YES          |               |             |                       |
|                        | Gas: Royalty:            |              |               |             |                       |
|                        | S/S OIL: Min:            |              |               |             |                       |
|                        | Other Percent:           |              |               |             |                       |
|                        | Max:                     |              |               |             |                       |
|                        | Min Pay:                 |              |               |             |                       |
|                        | Div:                     |              |               |             |                       |
|                        | Min:                     |              |               |             |                       |
|                        | Paid to:                 | PAIDTO (R)   |               |             |                       |
|                        | RAZOR                    |              |               |             |                       |
|                        |                          | 100.00000000 |               |             |                       |
|                        | Paid by:                 | GORBY (C)    |               |             |                       |
|                        | RAZOR                    |              |               |             | 27.47252500           |
|                        | ASTARA                   |              |               |             | 72.52747500           |

ROYALTY DEDUCTIONS -

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00289 A GAS DEDUCTIONS BASED ON SALES  
 Calculated at Wellhead\_\_\_\_\_

- (Y/N)
- Y compression
- Y gathering
- Y processing
- N not to exceed GCA (in province well drilled)
- N not to exceed 00% of sales
- N not to exceed 00% of LOR/ORR
- Y royalty owner has option to take in kind

other comments: \_\_\_\_\_

OIL DEDUCTIONS BASED ON PRODUCTION  
 Calculated at Wellhead\_\_\_\_\_

- (Y/N)
- Y dirty oil hauling
- Y clean oil hauling
- Y separating & treating
- N not to exceed GCA (in province well drilled)
- N not to exceed 00% of sales
- N not to exceed 00% of LOR/ORR
- Y royalty owner has option to take in kind

other comments: \_\_\_\_\_

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00289 A \_\_\_\_\_ Royalty / Encumbrances \_\_\_\_\_

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales  
 C00166 A GROSS OVERRIDING ROYALTY ALL N N 100.00000000 % of PROD  
 Roy Percent: 1.00000000  
 Deduction: YES  
 Gas: Royalty:  
 S/S OIL: Min: Max:  
 Other Percent:  
 Min Pay: Prod/Sales:  
 Div: Prod/Sales:  
 Min: Prod/Sales:  
 Paid to: PAIDTO (R) Paid by: WI (C)  
 CLARK, W H B 100.00000000 RAZOR 14.49816000  
 HOWSYTH LIMITED  
 JOHN DE KUYPER  
 BOUNTY 48.55271000  
 I3 ENERGY 18.36049000  
 ASTARA 18.58864000

**TAKE IN KIND -  
 CLARK TAKES IN KIND  
 ROYALTY DEDUCTIONS -**

GAS DEDUCTIONS BASED ON SALES  
 Calculated at Wellhead\_\_\_\_\_

(Y/N)  
 Y compression  
 Y gathering  
 Y processing

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|        |   |   |  |  |  |  |
|--------|---|---|--|--|--|--|
| M00289 | A | N | not to exceed GCA (in province well drilled) |  |  |  |
|        |   | N | not to exceed 00% of sales                   |  |  |  |
|        |   | N | not to exceed 00% of LOR/ORR                 |  |  |  |
|        |   | Y | royalty owner has option to take in kind     |  |  |  |

other comments: \_\_\_\_\_

**OIL DEDUCTIONS BASED ON PRODUCTION**

Calculated at Wellhead\_\_\_\_\_

(Y/N)

|   |  |
|---|--|
| Y | dirty oil hauling                            |
| Y | clean oil hauling                            |
| Y | separating & treating                        |
| N | not to exceed GCA (in province well drilled) |
| N | not to exceed 00% of sales                   |
| N | not to exceed 00% of LOR/ORR                 |
| Y | royalty owner has option to take in kind     |

other comments: \_\_\_\_\_

| <Linked> | Royalty Type             | Product Type | Sliding Scale | Convertible | % of Prod/Sales      |
|----------|--------------------------|--------------|---------------|-------------|----------------------|
| C00169 A | GROSS OVERRIDING ROYALTY | ALL          | N             | N           | 1.20549000 % of PROD |
|          | Roy Percent:             | 5.00000000   |               |             |                      |
|          | Deduction:               | UNKNOWN      |               |             |                      |
|          | Gas: Royalty:            |              |               |             |                      |
|          | S/S OIL: Min:            | Max:         | Min Pay:      | Div:        | Prod/Sales:          |
|          | Other Percent:           |              | Min:          |             | Prod/Sales:          |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

Paid to: ROYPDTO (C)      Paid by: ROYPDBY (C)  
PRAIRIESKY      100.000000000      RAZOR      100.000000000

M00289      A      \_\_\_\_\_      Royalty / Encumbrances      \_\_\_\_\_

<Linked> Royalty Type      Product Type      Sliding Scale      Convertible      % of Prod/Sales  
C00167 A GROSS OVERRIDING ROYALTY      ALL      N      N      100.000000000 % of PROD

Roy Percent: 4.50000000  
Deduction: UNKNOWN  
Gas: Royalty:  
S/S OIL: Min:      Max:  
Other Percent:  
Min Pay:      Prod/Sales:  
Div:      Prod/Sales:  
Min:      Prod/Sales:

Paid to: PAIDTO (R)      Paid by: ROYPDBY (C)  
TAQA      100.000000000      RAZOR      39.132000000  
ADVANTAGE      2.498000000  
HOWSYTH LIMITED  
JOHN DE KUYPER      49.490000000  
BLUE SKY      8.880000000  
I3 ENERGY

<Linked> Royalty Type      Product Type      Sliding Scale      Convertible      % of Prod/Sales  
C00168 A GROSS OVERRIDING ROYALTY      ALL      N      N      2.340000000 % of PROD

Roy Percent: 5.00000000  
Deduction: YES  
Gas: Royalty:  
S/S OIL: Min:      Max:  
Other Percent:  
Min Pay:      Prod/Sales:  
Div:      Prod/Sales:  
Min:      Prod/Sales:

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|        |   |                     |            |               |                |            |             |
|--------|---|---------------------|------------|---------------|----------------|------------|-------------|
| M00289 | A | Paid to: PRAIRIESKY | PAIDTO (R) | 100.000000000 | Paid by: RAZOR | PARTIC (C) | 24.28420000 |
|        |   |                     |            |               | PRAIRIESKY     |            | 28.86910000 |
|        |   |                     |            |               | ADVANTAGE      |            | 25.00000000 |
|        |   |                     |            |               | JOHN DE KUYPER |            | 16.66670000 |
|        |   |                     |            |               | I3 ENERGY      |            | 5.18000000  |

**ROYALTY DEDUCTIONS -  
 GENERAL LEASE DEDUCTIONS TEMPLATE**

Review Date: March 18, 2010  
 Reviewed By: (yyyy/mm/dd)

**GAS DEDUCTIONS BASED ON SALES**

| (Y/N) |  |
|-------|--|
| Y     | compression                                  |
| Y     | gathering                                    |
| Y     | processing                                   |
| N     | not to exceed GCA (in province well drilled) |
| N     | not to exceed 00% of sales                   |
| N     | not to exceed 00% of LOR/ORR                 |
| Y     | royalty owner has option to take in kind     |

other comments: \_\_\_\_\_

**OIL DEDUCTIONS BASED ON PRODUCTION**



**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

| File Number  | Lse Type               | Lessor Type            | Exposure                                 | Oper.Cont.          | ROFR | DOI Code           | Lease Description / Rights Held |                     |                     |                    |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
|--|------------------------|------------------------|--|---------------------|------|--------------------|---------------------------------|---------------------|---------------------|--------------------|------------|---------------|---|-------------|---|-----------------|--------------|-----------|------------|---------------------|--|-----------------|--|-------------|--|--------------------|--|--------------------|--|--------------------|--|-------------------|----------|-------------|--|-------------|--|--------------------|--|--------------------|--|--------------------|--|---------------------|--|-----------------------|--|-----------------|----|--------------------|--|--------------------|--|--------------------|--|----------------------|--|-----------------|------------|------------------|--|--------------------|--|--------------------|--|--------------------|--|-----------------------|--|------------------|--|---------------------|--|--------------------|--|--------------------|--|--------------------|--|--|--|--------------|--|--------------------|--|--------------------|--|--------------------|--|--------------------|--|--|--|------------------------|--|--------------------|--|--------------------|--|--------------------|--|--------------------|--|--|--|-----------------------|--|--------------------|--|--------------------|--|--------------------|--|--------------------|--|--|--|---------------|--|--------------------|--|--------------------|--|--------------------|--|--------------------|--|--|--|------------------|--|--------------------|--|--------------------|--|--------------------|--|--------------------|--|--|--|---------------|--|--------------------|--|--------------------|--|--------------------|--|--------------------|--|
| File Status  | Int Type / Lse No/Name |                        | Gross                                    |                     |      |                    |                                 |                     |                     |                    |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
| Mineral Int  | Operator / Payor       |                        | Net                                      | Doi Partner(s)      | *    | *                  |                                 |                     |                     |                    |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
| M00289   | A                      | (Y/N)                  |  |                     |      |                    |                                 |                     |                     |                    |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
|  |                        | N                      | dirty oil hauling                        |                     |      |                    |                                 |                     |                     |                    |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
|  |                        | Y                      | clean oil hauling                        |                     |      |                    |                                 |                     |                     |                    |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
|  |                        | N                      | separating & treating                    |                     |      |                    |                                 |                     |                     |                    |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
|  |                        | N                      | not to exceed 00% of sales               |                     |      |                    |                                 |                     |                     |                    |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
|  |                        | N                      | not to exceed 00% of LOR/ORR             |                     |      |                    |                                 |                     |                     |                    |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
|  |                        | Y                      | royalty owner has option to take in kind |                     |      |                    |                                 |                     |                     |                    |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
| (cont'd)   |                        |                        |  |                     |      |                    |                                 |                     |                     |                    |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
| other comments:  |                        |                        |  |                     |      |                    |                                 |                     |                     |                    |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
| <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"><b>Royalty Type</b></td> <td style="width: 15%;">CROWN SLIDING SCALE</td> <td style="width: 15%;">Product Type</td> <td style="width: 15%;">ALL</td> <td style="width: 15%;">Sliding Scale</td> <td style="width: 15%;">Y</td> <td style="width: 15%;">Convertible</td> <td style="width: 15%;">N</td> <td style="width: 15%;">% of Prod/Sales</td> <td style="width: 15%;">100.00000000</td> <td style="width: 15%;">% of PROD</td> <td style="width: 15%;">0.00000000</td> </tr> <tr> <td><b>Roy Percent:</b></td> <td></td> <td><b>Min Pay:</b></td> <td></td> <td><b>Div:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> <tr> <td><b>Deduction:</b></td> <td>STANDARD</td> <td><b>Max:</b></td> <td></td> <td><b>Min:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> <tr> <td><b>Gas Royalty:</b></td> <td></td> <td><b>Other Percent:</b></td> <td></td> <td><b>Paid by:</b></td> <td>WI</td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> <tr> <td><b>S/S OIL: Min:</b></td> <td></td> <td><b>Paid to:</b></td> <td>LESSOR (M)</td> <td><b>AB ENERGY</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> <tr> <td><b>Other Percent:</b></td> <td></td> <td><b>AB ENERGY</b></td> <td></td> <td><b>100.00000000</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> <tr> <td></td> <td></td> <td><b>RAZOR</b></td> <td></td> <td><b>14.49816000</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> <tr> <td></td> <td></td> <td><b>HOWSYTH LIMITED</b></td> <td></td> <td><b>48.55271000</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> <tr> <td></td> <td></td> <td><b>JOHN DE KUYPER</b></td> <td></td> <td><b>18.36049000</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> <tr> <td></td> <td></td> <td><b>BOUNTY</b></td> <td></td> <td><b>18.58864000</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> <tr> <td></td> <td></td> <td><b>I3 ENERGY</b></td> <td></td> <td><b>18.58864000</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> <tr> <td></td> <td></td> <td><b>ASTARA</b></td> <td></td> <td><b>18.58864000</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> </table> |                        |                        |  |                     |      |                    |                                 | <b>Royalty Type</b> | CROWN SLIDING SCALE | Product Type       | ALL        | Sliding Scale | Y | Convertible | N | % of Prod/Sales | 100.00000000 | % of PROD | 0.00000000 | <b>Roy Percent:</b> |  | <b>Min Pay:</b> |  | <b>Div:</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Deduction:</b> | STANDARD | <b>Max:</b> |  | <b>Min:</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Gas Royalty:</b> |  | <b>Other Percent:</b> |  | <b>Paid by:</b> | WI | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>S/S OIL: Min:</b> |  | <b>Paid to:</b> | LESSOR (M) | <b>AB ENERGY</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Other Percent:</b> |  | <b>AB ENERGY</b> |  | <b>100.00000000</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  |  |  | <b>RAZOR</b> |  | <b>14.49816000</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  |  |  | <b>HOWSYTH LIMITED</b> |  | <b>48.55271000</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  |  |  | <b>JOHN DE KUYPER</b> |  | <b>18.36049000</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  |  |  | <b>BOUNTY</b> |  | <b>18.58864000</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  |  |  | <b>I3 ENERGY</b> |  | <b>18.58864000</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  |  |  | <b>ASTARA</b> |  | <b>18.58864000</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  | <b>Prod/Sales:</b> |  |
| <b>Royalty Type</b>  | CROWN SLIDING SCALE    | Product Type           | ALL                                      | Sliding Scale       | Y    | Convertible        | N                               | % of Prod/Sales     | 100.00000000        | % of PROD          | 0.00000000 |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
| <b>Roy Percent:</b>  |                        | <b>Min Pay:</b>        |  | <b>Div:</b>         |      | <b>Prod/Sales:</b> |                                 | <b>Prod/Sales:</b>  |                     | <b>Prod/Sales:</b> |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
| <b>Deduction:</b>  | STANDARD               | <b>Max:</b>            |  | <b>Min:</b>         |      | <b>Prod/Sales:</b> |                                 | <b>Prod/Sales:</b>  |                     | <b>Prod/Sales:</b> |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
| <b>Gas Royalty:</b>  |                        | <b>Other Percent:</b>  |  | <b>Paid by:</b>     | WI   | <b>Prod/Sales:</b> |                                 | <b>Prod/Sales:</b>  |                     | <b>Prod/Sales:</b> |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
| <b>S/S OIL: Min:</b>   |                        | <b>Paid to:</b>        | LESSOR (M)                               | <b>AB ENERGY</b>    |      | <b>Prod/Sales:</b> |                                 | <b>Prod/Sales:</b>  |                     | <b>Prod/Sales:</b> |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
| <b>Other Percent:</b>  |                        | <b>AB ENERGY</b>       |  | <b>100.00000000</b> |      | <b>Prod/Sales:</b> |                                 | <b>Prod/Sales:</b>  |                     | <b>Prod/Sales:</b> |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
|  |                        | <b>RAZOR</b>           |  | <b>14.49816000</b>  |      | <b>Prod/Sales:</b> |                                 | <b>Prod/Sales:</b>  |                     | <b>Prod/Sales:</b> |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
|  |                        | <b>HOWSYTH LIMITED</b> |  | <b>48.55271000</b>  |      | <b>Prod/Sales:</b> |                                 | <b>Prod/Sales:</b>  |                     | <b>Prod/Sales:</b> |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
|  |                        | <b>JOHN DE KUYPER</b>  |  | <b>18.36049000</b>  |      | <b>Prod/Sales:</b> |                                 | <b>Prod/Sales:</b>  |                     | <b>Prod/Sales:</b> |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
|  |                        | <b>BOUNTY</b>          |  | <b>18.58864000</b>  |      | <b>Prod/Sales:</b> |                                 | <b>Prod/Sales:</b>  |                     | <b>Prod/Sales:</b> |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
|  |                        | <b>I3 ENERGY</b>       |  | <b>18.58864000</b>  |      | <b>Prod/Sales:</b> |                                 | <b>Prod/Sales:</b>  |                     | <b>Prod/Sales:</b> |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |
|  |                        | <b>ASTARA</b>          |  | <b>18.58864000</b>  |      | <b>Prod/Sales:</b> |                                 | <b>Prod/Sales:</b>  |                     | <b>Prod/Sales:</b> |            |               |   |             |   |                 |              |           |            |                     |  |                 |  |             |  |                    |  |                    |  |                    |  |                   |          |             |  |             |  |                    |  |                    |  |                    |  |                     |  |                       |  |                 |    |                    |  |                    |  |                    |  |                      |  |                 |            |                  |  |                    |  |                    |  |                    |  |                       |  |                  |  |                     |  |                    |  |                    |  |                    |  |  |  |              |  |                    |  |                    |  |                    |  |                    |  |  |  |                        |  |                    |  |                    |  |                    |  |                    |  |  |  |                       |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |  |  |                  |  |                    |  |                    |  |                    |  |                    |  |  |  |               |  |                    |  |                    |  |                    |  |                    |  |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

| File Number  | Lse Type               | Lessor Type      | Exposure | Oper.Cont.      | ROFR           | DOI Code    | Lease Description / Rights Held |
|--------------|------------------------|------------------|----------|-----------------|----------------|-------------|---------------------------------|
| File Status  | Int Type / Lse No/Name | Operator / Payor | Gross    | Net             | Doi Partner(s) | *           | *                               |
| M00289       | PNG                    | CR               | 64.000   | C00166          | B              | WI          | Area : KAYBOB NON-UNIT          |
| Sub: B       | WR                     |                  | 64.000   | RAZOR           |                | 16.90550000 | TWP 63 RGE 25 W5M NE16          |
| ACTIVE       | 0581040036             | SIGNALTA RESOUR  | 10.820   | HOWSYTH LIMITED | *              | 0.26325000  | PNG IN NORDEGG                  |
| 100.00000000 | I3 ENERGY              |                  |          | ADVANTAGE       | *              |             | ----- Related Contracts -----   |
|              |                        |                  |          | JOHN DE KUYPER  | *              |             | C00166 B FO Jan 13, 1986        |
|              |                        |                  |          | HWN ENERGY      |                |             | C00167 A PAR Jan 15, 1981       |
|              |                        |                  |          | BOUNTY          |                |             | C00168 B PAR May 15, 1981       |
|              |                        |                  |          | ARC RESOURCE    |                |             | C00169 B ROYLTY Aug 17, 2001    |
|              |                        |                  |          | I3 ENERGY       |                |             | PS0003 A P&S Apr 19, 2017       |

Total Rental: 112.00

| Status        | Hectares | Net   | Hectares | Net    |
|---------------|----------|-------|----------|--------|
| NON PRODUCING | 0.000    | 0.000 | 64.000   | 10.820 |
| UNDEVELOPED   | 0.000    | 0.000 | 64.000   | 10.820 |
| Prov:         | 0.000    | 0.000 | 0.000    | 0.000  |

**Royalty / Encumbrances**

| <Linked> | Royalty Type             | Product Type | Sliding Scale | Convertible | % of Prod/Sales       |
|----------|--------------------------|--------------|---------------|-------------|-----------------------|
| C00166 B | GROSS OVERRIDING ROYALTY | ALL          | N             | N           | 11.37500000 % of PROD |

Roy Percent: 0.75000000  
Deduction: YES  
Gas Royalty:  
S/S OIL: Min:  
Other Percent:

Min Pay:  
Div:  
Min:

Paid to: PAIDTO (R) 100.00000000  
RAZOR

Paid by: GORBY (C)  
RAZOR 27.47252500  
ARC RESOURCE 72.52747500

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00289 B

**ROYALTY DEDUCTIONS -**

GAS DEDUCTIONS BASED ON SALES  
 Calculated at Wellhead\_\_\_\_\_

- (Y/N)
- Y compression
- Y gathering
- Y processing
- N not to exceed GCA (in province well drilled)
- N not to exceed 00% of sales
- N not to exceed 00% of LOR/ORR
- Y royalty owner has option to take in kind

other comments: \_\_\_\_\_

**OIL DEDUCTIONS BASED ON PRODUCTION**

Calculated at Wellhead\_\_\_\_\_

- (Y/N)
- Y dirty oil hauling
- Y clean oil hauling
- Y separating & treating
- N not to exceed GCA (in province well drilled)
- N not to exceed 00% of sales
- N not to exceed 00% of LOR/ORR
- Y royalty owner has option to take in kind

other comments: \_\_\_\_\_

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 10  
\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00289 B

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales  
 C00166 B GROSS OVERRIDING ROYALTY ALL N N 100.00000000 % of PROD  
 Roy Percent: 1.00000000  
 Deduction: YES  
 Gas: Royalty:  
 S/S OIL: Min: Max:  
 Other Percent:  
 Paid to: PAIDTO (R) 100.00000000  
 CLARK, W H B  
 Min Pay: Div: Prod/Sales:  
 Div: Prod/Sales:  
 Min: Prod/Sales:  
 Paid by: WI (C)  
 RAZOR 16.90550000  
 HOWSYTH LIMITED  
 ADVANTAGE 0.26325000  
 JOHN DE KUYPER  
 HWN ENERGY 44.20625000  
 BOUNTY 21.85818000  
 ARC RESOURCE 8.25000000  
 I3 ENERGY 8.51682000

**TAKE IN KIND -**  
 CLARK TAKES IN KIND  
**ROYALTY DEDUCTIONS -**  
 GAS DEDUCTIONS BASED ON SALES  
 Calculated at Wellhead\_\_\_\_\_

(Y/N)  
 Y compression

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|        |   |   |  |   |  |  |  |
|--------|---|---|--|---|--|--|--|
| M00289 | B | Y | gathering                                    | Y |  |  |  |
|        |   | Y | processing                                   |   |  |  |  |
|        |   | N | not to exceed GCA (in province well drilled) |   |  |  |  |
|        |   | N | not to exceed 00% of sales                   |   |  |  |  |
|        |   | N | not to exceed 00% of LOR/ORR                 |   |  |  |  |
|        |   | Y | royalty owner has option to take in kind     |   |  |  |  |

other comments: \_\_\_\_\_

**OIL DEDUCTIONS BASED ON PRODUCTION**

Calculated at Wellhead\_\_\_\_\_

(Y/N)

|   |  |
|---|--|
| Y | dirty oil hauling                            |
| Y | clean oil hauling                            |
| Y | separating & treating                        |
| N | not to exceed GCA (in province well drilled) |
| N | not to exceed 00% of sales                   |
| N | not to exceed 00% of LOR/ORR                 |
| Y | royalty owner has option to take in kind     |

other comments: \_\_\_\_\_

| <Linked> | Royalty Type             | Product Type | Sliding Scale | Convertible | % of Prod/Sales      |
|----------|--------------------------|--------------|---------------|-------------|----------------------|
| C00169 B | GROSS OVERRIDING ROYALTY | ALL          | N             | N           | 2.89573000 % of PROD |
|          | Roy Percent:             | 5.00000000   |               |             |                      |
|          | Deduction:               | UNKNOWN      |               |             |                      |
|          | Gas: Royalty:            |              |               |             |                      |
|          | S/S OIL: Min:            |              |               |             |                      |
|          | Min Pay:                 |              |               |             | Prod/Sales:          |

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 12  
\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

Other Percent: Max: Div: Prod/Sales:  
Min: Prod/Sales:

Paid to: ROYPDTO (C) Paid by: ROYPDBY (C)  
PRAIRIESKY 100.000000000 RAZOR 100.000000000

M00289 B

Royalty / Encumbrances

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales  
C00168 B GROSS OVERRIDING ROYALTY ALL N N 2.34000000 % of PROD

Roy Percent: 5.00000000  
Deduction: YES  
Gas: Royalty:  
S/S OIL: Min:  
Other Percent:

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

Paid to: PAIDTO (R) Paid by: PAIDBY (R)  
PRAIRIESKY 100.000000000 RAZOR 58.333300000  
JOHN DE KUYPER 16.666700000  
ADVANTAGE 25.000000000

**ROYALTY DEDUCTIONS -  
GENERAL LEASE DEDUCTIONS TEMPLATE**

Review Date: March 18, 2010  
Reviewed By: (yyyy/mm/dd)

GAS DEDUCTIONS BASED ON SALES

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|        |   |       |  |  |  |  |  |
|--------|---|-------|--|--|--|--|--|
| M00289 | B | (Y/N) |  |  |  |  |  |
|        |   | Y     | compression                                  |  |  |  |  |
|        |   | Y     | gathering                                    |  |  |  |  |
|        |   | Y     | processing                                   |  |  |  |  |
|        |   | N     | not to exceed GCA (in province well drilled) |  |  |  |  |
|        |   | N     | not to exceed 00% of sales                   |  |  |  |  |
|        |   | N     | not to exceed 00% of LOR/ORR                 |  |  |  |  |
|        |   | Y     | royalty owner has option to take in kind     |  |  |  |  |

other comments: \_\_\_\_\_

OIL DEDUCTIONS BASED ON PRODUCTION

|       |  |
|-------|--|
| (Y/N) |  |
| N     | dirty oil hauling                        |
| Y     | clean oil hauling                        |
| N     | separating & treating                    |
| N     | not to exceed 00% of sales               |
| N     | not to exceed 00% of LOR/ORR             |
| Y     | royalty owner has option to take in kind |

other comments:

**Royalty Type**  
 CROWN SLIDING SCALE  
**Roy Percent:**  
 Deduction: STANDARD

**Product Type**  
 ALL  
**Sliding Scale**  
 Y  
**Convertible**  
 N  
**% of Prod/Sales**  
 100.00000000 % of PROD

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|        |                     |  |               |                 |     |              |  |
|--------|---------------------|--|---------------|-----------------|-----|--------------|--|
| M00289 | B                   | Gas: Royalty:<br>S/S OIL: Min:<br>Other Percent: |               | Min Pay:        |     | Prod/Sales:  |  |
|        |                     |  | Max:          | Div:            |     | Prod/Sales:  |  |
|        |                     |  |               | Min:            |     | Prod/Sales:  |  |
|        | Paid to: LESSOR (M) |  |               | Paid by: WI     | (C) |              |  |
|        | AB ENERGY           |  | 100.000000000 | RAZOR           |     | 16.905500000 |  |
|        |                     |  |               | HOWSYTH LIMITED |     |              |  |
|        |                     |  |               | ADVANTAGE       |     | 0.263250000  |  |
|        |                     |  |               | JOHN DE KUYPER  |     |              |  |
|        |                     |  |               | HWN ENERGY      |     | 44.206250000 |  |
|        |                     |  |               | BOUNTY          |     | 21.858180000 |  |
|        |                     |  |               | ARC RESOURCE    |     | 8.250000000  |  |
|        |                     |  |               | I3 ENERGY       |     | 8.516820000  |  |

|        |                    |    |                   |               |                  |        |              |              |                                 |
|--------|--------------------|----|-------------------|---------------|------------------|--------|--------------|--------------|---------------------------------|
| M00290 | PNG                | CR | Eff: Apr 09, 1981 | C00165        | A                | No     | BPP          | BPO          | Area : KAYBOB NON-UNIT          |
| Sub: A | GOR-NC             |    | Exp: Apr 08, 1986 | 64.000        |                  |        | 17.500000000 | 17.500000000 | TWP 63 RGE 25 W5M SE 16         |
| ACTIVE | 058104A036         |    | Ext: 15           | 64.000        | N7 ENERGY        |        | 60.570000000 | 64.100000000 | PNG TO BASE LEDUC               |
|        | SIGNALTA RESOUR    |    |                   | 0.000         | GAIN             |        | 16.500000000 | 16.500000000 | EXCL PNG IN NORDEGG             |
|        | GAIN               |    |                   |               | ASTARA           |        | 3.801000000  | 0.700000000  |                                 |
|        |                    |    |                   |               | ALPHABOW         |        | 1.629000000  | 0.300000000  |                                 |
|        |                    |    |                   |               | TALLAHASSEE      |        |              |              | ----- Related Contracts -----   |
|        |                    |    |                   |               | BOUNTY           |        |              |              | C00165 A FO May 15, 1981        |
|        |                    |    |                   |               | QUESTFIRE ENERGY |        |              |              | PS0003 A P&S Apr 19, 2017       |
|        |                    |    |                   |               |                  |        |              |              | PS0006 A P&S Nov 01, 2017       |
|        |                    |    |                   | Total Rental: |                  | 224.00 |              |              | ----- Well U.W.I. -----         |
|        |                    |    |                   |               |                  |        |              |              | 100/02-16-063-25-W5/00 SUSP/OIL |
|        | Status             |    |                   | Hectares      | Net              |        | Hectares     | Net          |                                 |
|        | NON PRODUCINGProd: |    |                   | 0.000         | 0.000            | NProd: | 64.000       | 0.000        |                                 |
|        | DEVELOPED          |    |                   | 64.000        | 0.000            | Undev: | 0.000        | 0.000        |                                 |



**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

| File Number | Lse Type               | Lessor Type      | Exposure | Oper.Cont. | ROFR           | DOI Code | Lease Description / Rights Held |
|-------------|------------------------|------------------|----------|------------|----------------|----------|---------------------------------|
| File Status | Int Type / Lse No/Name | Operator / Payor | Gross    | Net        | Doi Partner(s) | *        | *                               |
| M00290      | Sub: A                 |                  | 0.000    | 0.000      | NProv:         | 0.000    | 0.000                           |

(cont'd)

Royalty / Encumbrances

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales  
 C00165 A GROSS OVERRIDING ROYALTY ALL N N 100.00000000 % of PROD

Roy Percent: 1.00000000  
 Deduction: UNKNOWN  
 Gas: Royalty:  
 S/S OIL: Min:  
 Other Percent:

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

Paid to: PAIDTO (R)  
 CLARK W B 100.000000000

Paid by: BPP (C)  
 N7 ENERGY 17.50000000  
 GAIN 60.57000000  
 ASTARA 16.50000000  
 ALPHABOW 3.80100000  
 TALLAHASSEE 1.62900000  
 BOUNTY  
 QUESTFIRE ENERG

GENERAL REMARK -  
 PAYORS CONVERT AT PAYOUT TO APOWI

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales  
 C00165 A GROSS OVERRIDING ROYALTY ALL N N 1.00000000 % of PROD

Roy Percent: 0.75000000  
 Deduction: UNKNOWN

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)  
M00290 A Gas: Royalty: Min Pay: Prod/Sales:  
S/S OIL: Min: Div: Prod/Sales:  
Other Percent: Min: Prod/Sales:

Paid to: PAIDTO (R) 100.000000000 Max: Paid by: GORBY (C)  
RAZOR 70.000000000  
ALPHABOW 30.000000000  
TALLAHASSEE

**GENERAL REMARK -**  
GOR CONVERTS AFTER PAYOUT. THEN CALEX PAYS ON APO INTEREST OF 3.125%.

|          |                          | Royalty / Encumbrances |                     |             |                        |
|----------|--------------------------|------------------------|---------------------|-------------|------------------------|
| <Linked> | Royalty Type             | Product Type           | Sliding Scale       | Convertible | % of Prod/Sales        |
| C00165 A | GROSS OVERRIDING ROYALTY | ALL                    | N                   | N           | 16.500000000 % of PROD |
|          | Roy Percent: 0.750000000 |                        |                     |             |                        |
|          | Deduction: UNKNOWN       |                        |                     |             |                        |
|          | Gas: Royalty:            |                        |                     |             |                        |
|          | S/S OIL: Min:            | Max:                   | Min Pay:            | Div:        | Prod/Sales:            |
|          | Other Percent:           |                        | Min:                | Min:        | Prod/Sales:            |
|          | Paid to: PAIDTO (R)      | 100.000000000          | Paid by: GORBY1 (C) |             |                        |
|          | RAZOR                    |                        | ASTARA              |             | 100.000000000          |

**GENERAL REMARK -**  
GOR CONVERTS AFTER PAYOUT. THEN RICINUS PAYS ON APO INTEREST OF 8.25%.

| <Linked> | Royalty Type             | Product Type | Sliding Scale | Convertible | % of Prod/Sales         |
|----------|--------------------------|--------------|---------------|-------------|-------------------------|
| C00165 A | GROSS OVERRIDING ROYALTY | ALL          | Y             | Y           | 100.000000000 % of PROD |
|          | Roy Percent:             |              |               |             |                         |

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|        |   |  |                |              |                  |                  |             |
|--------|---|--|----------------|--------------|------------------|------------------|-------------|
| M00290 | A |  | UNKNOWN        |              |                  |                  |             |
|        |   |  | Deduction:     |              |                  |                  |             |
|        |   |  | Gas: Royalty:  | 15.00000000  |                  |                  | Prod/Sales: |
|        |   |  | S/S OIL: Min:  | 5.00000000   | Max: 15.00000000 | Div: 1/150       | Prod/Sales: |
|        |   |  | Other Percent: | 15.0         | Min:             |                  | Prod/Sales: |
|        |   |  | Paid to:       | PAIDTO (R)   |                  | Paid by: BPO (C) |             |
|        |   |  | BOUNTY         | 100.00000000 |                  | N7 ENERGY        | 17.50000000 |
|        |   |  |                |              |                  | GAIN             | 64.10000000 |
|        |   |  |                |              |                  | ASTARA           | 16.50000000 |
|        |   |  |                |              |                  | QUESTFIRE ENERG  | 0.90000000  |
|        |   |  |                |              |                  | ALPHABOW         | 0.70000000  |
|        |   |  |                |              |                  | TALLAHASSEE      | 0.30000000  |
|        |   |  |                |              |                  | BOUNTY           |             |

**GENERAL REMARK -**

THIS ROYALTY WILL BE CANCELLED ON PAYOUT IF BOUNTY ELECTS TO CONVERT TO A 35% W.I.

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale    | Convertible | % of Prod/Sales        |
|---------------------|--------------|------------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y                | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |                  |             |                        |
| Deduction:          | STANDARD     |                  |             |                        |
| Gas: Royalty:       |              |                  |             | Prod/Sales:            |
| S/S OIL: Min:       | Max:         | Min Pay:         | Div:        | Prod/Sales:            |
| Other Percent:      |              | Min:             |             | Prod/Sales:            |
| Paid to: LESSOR (M) |              | Paid by: BPP (C) |             |                        |
| AB ENERGY           | 100.00000000 | N7 ENERGY        |             | 17.50000000            |

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|        |   |                |  |  |  |             |  |
|--------|---|----------------|--|--|--|-------------|--|
| M00290 | A |                |  |  |  |             |  |
|        |   | GAIN           |  |  |  | 60.57000000 |  |
|        |   | ASTARA         |  |  |  | 16.50000000 |  |
|        |   | ALPHABOW       |  |  |  | 3.80100000  |  |
|        |   | TALLAHASSEE    |  |  |  | 1.62900000  |  |
|        |   | BOUNTY         |  |  |  |             |  |
|        |   | QUESTFIRE ENER |  |  |  |             |  |

|              |                 |    |                    |        |                |             |                         |
|--------------|-----------------|----|--------------------|--------|----------------|-------------|-------------------------|
| M00290       | PNG             | CR | Eff: Apr 09, 1981  | 64.000 | C00165 B No    | BPO         | Area : KAYBOB NON-UNIT  |
| Sub: B       | GOR-NC          |    | Exp: Apr 08, 1986  | 64.000 | N7 ENERGY      | 17.50000000 | TWP 63 RGE 25 W5M SE 16 |
| ACTIVE       | 058104A036      |    | Ext: 15            | 0.000  | GAIN           | 64.10000000 | PNG IN NORDEGG          |
|              | SIGNALTA RESOUR |    |                    |        | ALPHABOW       | 17.20000000 |                         |
| 100.00000000 | GAIN            |    | Count Acreage = No |        | QUESTFIRE ENER | 0.90000000  |                         |
|              |                 |    |                    |        | BOUNTY         |             |                         |
|              |                 |    |                    |        | TALLAHASSEE    | 0.30000000  |                         |
|              |                 |    | Total Rental: 0.00 |        |                |             |                         |

----- Related Contracts -----  
 C00165 B FO May 15, 1981  
 PS0003 A P&S Apr 19, 2017  
 PS0006 A P&S Nov 01, 2017

| Status             | Hectares | Net   | Hectares | Net   |
|--------------------|----------|-------|----------|-------|
| NON PRODUCINGProd: | 0.000    | 0.000 | 64.000   | 0.000 |
| UNDEVELOPED Dev:   | 0.000    | 0.000 | 64.000   | 0.000 |
| Prov:              | 0.000    | 0.000 | 0.000    | 0.000 |

Royalty / Encumbrances

| <Linked> Royalty Type             | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|-----------------------------------|--------------|---------------|-------------|------------------------|
| C00165 B GROSS OVERRIDING ROYALTY | ALL          | N             | N           | 100.00000000 % of PROD |

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00290 B  
 Roy Percent: 1.00000000  
 Deduction: UNKNOWN  
 Gas: Royalty: S/S OIL: Min: Max: Min Pay: Div: Min: Prod/Sales: Prod/Sales: Prod/Sales:

Paid to: PAIDTO (R) 100.00000000  
 CLARK W B  
 Paid by: BPO (C)  
 N7 ENERGY 17.50000000  
 GAIN 64.10000000  
 ALPHABOW 17.20000000  
 QUESTFIRE ENERG 0.90000000  
 BOUNTY  
 TALLAHASSEE 0.30000000

**GENERAL REMARK -**  
 PAYORS CONVERT AT PAYOUT

**Royalty / Encumbrances**

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales  
 C00165 B GROSS OVERRIDING ROYALTY ALL N N 1.00000000 % of PROD

Roy Percent: 0.75000000  
 Deduction: UNKNOWN  
 Gas: Royalty: S/S OIL: Min: Max: Min Pay: Div: Min: Prod/Sales: Prod/Sales: Prod/Sales:

Paid to: PAIDTO (R) 100.00000000  
 RAZOR  
 Paid by: GORBY (C)  
 ALPHABOW 70.00000000  
 TALLAHASSEE 30.00000000

**RAZOR ENERGY CORP.  
 Mineral Property Report**

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

(cont'd)

M00290 B

**GENERAL REMARK -**

GOR CONVERTS AFTER PAYOUT. THEN CALEX PAYS ON APO INTEREST OF 3.125%.

| <Linked> | Royalty Type             | Product Type        | Sliding Scale | Convertible | % of Prod/Sales       |
|----------|--------------------------|---------------------|---------------|-------------|-----------------------|
| C00165 B | GROSS OVERRIDING ROYALTY | ALL                 | N             | N           | 16.50000000 % of PROD |
|          | Roy Percent: 0.75000000  |                     |               |             |                       |
|          | Deduction: UNKNOWN       |                     |               |             |                       |
|          | Gas: Royalty:            | Min Pay:            |               |             | Prod/Sales:           |
|          | S/S OIL: Min:            | Div:                |               |             | Prod/Sales:           |
|          | Other Percent:           | Min:                |               |             | Prod/Sales:           |
|          | Paid to: PAIDTO (R)      | Paid by: GORBY1 (C) |               |             |                       |
|          | RAZOR                    | ARC RESOURCE        |               |             | 100.00000000          |

**GENERAL REMARK -**

GOR CONVERTS AFTER PAYOUT. THEN RICINUS PAYS ON APO INTEREST OF 8.25%.

| <Linked> | Royalty Type              | Product Type     | Sliding Scale | Convertible | % of Prod/Sales        |
|----------|---------------------------|------------------|---------------|-------------|------------------------|
| C00165 B | GROSS OVERRIDING ROYALTY  | ALL              | Y             | Y           | 100.00000000 % of PROD |
|          | Roy Percent: 15.0         |                  |               |             |                        |
|          | Deduction: UNKNOWN        |                  |               |             |                        |
|          | Gas: Royalty: 15.00000000 | Min Pay:         |               |             | Prod/Sales:            |
|          | S/S OIL: Min: 5.00000000  | Div: 1/150       |               |             | Prod/Sales:            |
|          | Other Percent:            | Min:             |               |             | Prod/Sales:            |
|          | Paid to: PAIDTO (R)       | Paid by: BPO (C) |               |             |                        |
|          | BOUNTY                    | N7 ENERGY        |               |             | 17.50000000            |
|          |                           | GAIN             |               |             | 64.10000000            |
|          |                           | ALPHABOW         |               |             | 17.20000000            |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|        |   |  |                           |            |  |  |  |
|--------|---|--|---------------------------|------------|--|--|--|
| M00290 | B |  | QUESTFIRE ENERG<br>BOUNTY | 0.90000000 |  |  |  |
|        |   |  | TALLAHASSEE               | 0.30000000 |  |  |  |

**GENERAL REMARK -**

THIS ROYALTY WILL BE CANCELLED AFTER PAYOUT IF BOUNTY ELECTS  
TO CONVERT TO A W.I.

**Royalty Type**  
CROWN SLIDING SCALE ALL Y N 100.00000000 % of PROD

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

**Min Pay:**  
Div:  
Min:

**Paid to:** LESSOR (M)  
AB ENERGY 100.00000000

**Paid by:** BPO (C)  
N7 ENERGY 17.50000000  
GAIN 64.10000000  
ALPHABOW 17.20000000  
QUESTFIRE ENERG 0.90000000  
BOUNTY  
TALLAHASSEE 0.30000000

|               |            |    |                          |         |                |   |    |             |                                |
|---------------|------------|----|--------------------------|---------|----------------|---|----|-------------|--------------------------------|
| M00383        | PNG        | CR | Eff: Jan 24, 1995        | 128.000 | C00198         | C | No | WI          | Area : KAYBOB NON-UNIT         |
| <b>Sub:</b> A | WI         |    | <b>Exp:</b> Jan 23, 2000 | 128.000 | RAZOR          |   |    | 30.00000000 | TWP 63 RGE 26 W5M SE 32, SW 33 |
| ACTIVE        | 0595010789 |    | <b>Ext:</b> 15           | 38.400  | SINOPEC CANADA |   |    | 40.00000000 | (RESTRICTION, REFER TO REMARK  |

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|              |   |            |  |                      |  |             |                     |
|--------------|---|------------|--|----------------------|--|-------------|---------------------|
| M00383       | A | HWN ENERGY |  | HWN ENERGY           |  | 30.00000000 | BELOW)              |
| 100.00000000 |   | HWN ENERGY |  | Total Rental: 448.00 |  |             | PNG TO BASE WABAMUN |

----- Related Contracts -----

|          |     |              |
|----------|-----|--------------|
| C00198 C | FO  | Dec 19, 1997 |
| PS0003 A | P&S | Apr 19, 2017 |

| Status        | Hectares | Net   | Hectares | Net    |
|---------------|----------|-------|----------|--------|
| NON PRODUCING | 0.000    | 0.000 | 128.000  | 38.400 |
| UNDEVELOPED   | 0.000    | 0.000 | 128.000  | 38.400 |
| Prov:         | 0.000    | 0.000 | 0.000    | 0.000  |

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale  | Convertible | % of Prod/Sales        |
|---------------------|--------------|----------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y              | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |                |             |                        |
| Deduction:          | STANDARD     |                |             |                        |
| Gas: Royalty:       |              | Min Pay:       |             | Prod/Sales:            |
| S/S OIL: Min:       |              | Div:           |             | Prod/Sales:            |
| Other Percent:      |              | Min:           |             | Prod/Sales:            |
| Paid to: LESSOR (M) |              | Paid by: WI    | (C)         |                        |
| AB ENERGY           | 100.00000000 | RAZOR          |             | 30.00000000            |
|                     |              | SINOPEC CANADA |             | 40.00000000            |
|                     |              | HWN ENERGY     |             | 30.00000000            |

|        |     |    |                   |         |        |   |     |             |                             |
|--------|-----|----|-------------------|---------|--------|---|-----|-------------|-----------------------------|
| M00376 | PNG | CR | Eff: Jan 24, 1991 | 192.000 | C00196 | E | Yes | WI          | Area : KAYBOB NON-UNIT      |
| Sub: A | WI  |    | Exp: Jan 23, 1996 | 192.000 | RAZOR  |   |     | 25.00000000 | TWP 63 RGE 26 W5M S34, NW34 |



**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|               |            |         |        |                      |  |   |
|---------------|------------|---------|--------|----------------------|--|---|
| M00376        | Sub: A     |         |        |                      |  |   |
| ACTIVE        | 0591010340 | Ext: 15 | 48.000 | HWN ENERGY           |  | 75.000000000                                      |
|               | HWN ENERGY |         |        |                      |  |   |
| 100.000000000 | HWN ENERGY |         |        | Total Rental: 672.00 |  |   |
|               |            |         |        |                      |  | PNG BELOW BASE WABAMUN TO BASE<br>BEAVERHILL_LAKE |

| Status             | Hectares | Net   | Hectares | Net    | Related Contracts          |
|--------------------|----------|-------|----------|--------|----------------------------|
| NON PRODUCINGProd: | 0.000    | 0.000 | NProd:   | 48.000 | C00196 E POOL Jan 24, 1991 |
| UNDEVELOPED Dev:   | 0.000    | 0.000 | Undev:   | 48.000 | PS0003 A P&S Apr 19, 2017  |
| Prov:              | 0.000    | 0.000 | NProv:   | 0.000  |                            |

**Royalty / Encumbrances**

| Royalty Type        | Product Type  | Sliding Scale | Convertible | % of Prod/Sales         |
|---------------------|---------------|---------------|-------------|-------------------------|
| CROWN SLIDING SCALE | ALL           | Y             | N           | 100.000000000 % of PROD |
| Roy Percent:        |               |               |             |                         |
| Deduction: STANDARD |               |               |             |                         |
| Gas: Royalty:       |               | Min Pay:      |             | Prod/Sales:             |
| S/S OIL: Min:       |               | Div:          |             | Prod/Sales:             |
| Other Percent:      |               | Min:          |             | Prod/Sales:             |
| Paid to: LESSOR (M) |               | Paid by: WI   | (C)         |                         |
| AB ENERGY           | 100.000000000 | RAZOR         |             | 25.000000000            |
|                     |               | HWN ENERGY    |             | 75.000000000            |

|        |     |    |                   |        |        |   |     |              |                             |
|--------|-----|----|-------------------|--------|--------|---|-----|--------------|-----------------------------|
| M00376 | PNG | CR | Eff: Jan 24, 1991 | 64.000 | C00196 | E | Yes | WI           | Area : SIMONETTE BHL A POOL |
| Sub: B | WI  |    | Exp: Jan 23, 1996 | 64.000 | RAZOR  |   |     | 25.000000000 | TWP 63 RGE 26 W5M NE34      |

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
 Page Number: 24  
 \*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00376  
**Sub: B**  
 ACTIVE      0591010340      Ext: 15      16.000      HWN ENERGY      75.000000000  
 HWN ENERGY  
 100.000000000      HWN ENERGY      Total Rental:      0.00

**Status**  
 PRODUCING      **Prod:**      **Net**      **Hectares**      **Net**  
 DEVELOPED      **Dev:**      16.000      0.000      0.000  
                          **Prov:**      16.000      0.000      0.000      0.000  
                               **NProd:**      **Hectares**      **Net**  
                               **Undev:**      0.000      0.000      0.000  
                               **NProv:**      0.000      0.000      0.000

PNG IN BEAVERHILL\_LAKE  
 (GROUP BETWEEN THE DEPTHS  
 3763.0 METRES AND 3858.0 METRES  
 - UNITIZED)  
 (SIMONETTE BEAVERHILL LAKE "A"  
 POOL)

----- Related Contracts -----  
 C00196 E      POOL      Jan 24, 1991  
 PS0003 A      P&S      Apr 19, 2017  
 U00013 A      UNIT      Apr 01, 1995  
 U00013      UNIT      Apr 01, 1995

**Royalty / Encumbrances**

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

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

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

**Paid to:**      LESSOR (M)      100.000000000      **Paid by:**      WI      (C)  
 AB ENERGY      100.000000000      RAZOR      25.000000000  
                                    HWN ENERGY      75.000000000

**Related Units**

**Unit File No**      **Effective Date**      **Unit Name**      **Unit Operator**  
 U00013      Apr 01, 1995      SIMONETTE BEAVERHILL LAKE "A" POOL HWN ENERGY  
**Sub: A**      **Tract Number: 0**      **Tract Part%:**

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

|               |            |            |                      |            |   |              |   |
|---------------|------------|------------|----------------------|------------|---|--------------|---|
| M00376        | PNG        | CR         | 64.000               | C00196     | E | WI           | Area : KAYBOB NON-UNIT<br>TWP 63 RGE 26 W5M NE34  |
| <b>Sub:</b> C | WI         |            | 64.000               | RAZOR      |   | 25.000000000 |   |
| ACTIVE        | 0591010340 | HWN ENERGY | 16.000               | HWN ENERGY |   | 75.000000000 | PNG BELOW BASE WABAMUN TO BASE<br>BEAVERHILL_LAKE<br>(EXCL PNG IN BEAVERHILL LAKE<br>GROUP BETWEEN THE DEPTHS 3763.0<br>METRES AND 3858.0 METRES) |
| 100.00000000  | HWN ENERGY |            | Total Rental: 224.00 |            |   |              |   |

**Count Acreage = No**

| Status        | Hectares | Net   | Hectares | Net    |
|---------------|----------|-------|----------|--------|
| NON PRODUCING | 0.000    | 0.000 | 64.000   | 16.000 |
| UNDEVELOPED   | 0.000    | 0.000 | 64.000   | 16.000 |
| <b>Prov:</b>  | 0.000    | 0.000 | 0.000    | 0.000  |

**Related Contracts**

|          |      |              |
|----------|------|--------------|
| C00196 E | POOL | Jan 24, 1991 |
| PS0003 A | P&S  | Apr 19, 2017 |

**Well U.W.I.**

100/16-34-063-26-W5/00 ABWHIP/LUNK

**Royalty / Encumbrances**

| Royalty Type               | Product Type  | Sliding Scale | Convertible | % of Prod/Sales        |
|----------------------------|---------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE        | ALL           | Y             | N           | 100.00000000 % of PROD |
| <b>Roy Percent:</b>        |               |               |             |                        |
| <b>Deduction:</b>          | STANDARD      |               |             |                        |
| <b>Gas: Royalty:</b>       |               |               |             |                        |
| <b>S/S OIL: Min:</b>       |               |               |             |                        |
| <b>Other Percent:</b>      |               |               |             |                        |
| <b>Min Pay:</b>            |               |               |             |                        |
| <b>Div:</b>                |               |               |             |                        |
| <b>Min:</b>                |               |               |             |                        |
| <b>Paid to:</b> LESSOR (M) |               |               |             |                        |
| AB ENERGY                  | 100.000000000 |               |             |                        |
| <b>Paid by:</b> WI (C)     |               |               |             |                        |
| RAZOR                      | 25.000000000  |               |             |                        |
| HWN ENERGY                 | 75.000000000  |               |             |                        |

|               |            |            |         |         |   |              |  |
|---------------|------------|------------|---------|---------|---|--------------|--|
| M00380        | PNG        | CR         | 256.000 | C00199  | B | WI           | Area : KAYBOB NON-UNIT<br>TWP 63 RGE 26 W5M SEC 34 |
| <b>Sub:</b> A | WI         |            | 256.000 | CENOVUS |   | 37.500000000 |  |
| ACTIVE        | 0591010339 | HWN ENERGY | 80.000  | RAZOR   |   | 31.250000000 |  |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|              |            |                 |            |  |  |             |                    |
|--------------|------------|-----------------|------------|--|--|-------------|--------------------|
| M00380       | Sub: A     | HWN ENERGY      | HWN ENERGY |  |  | 31.25000000 | PNG TO TOP WABAMUN |
| 100.00000000 | HWN ENERGY |                 |            |  |  |             |                    |
|              |            | Count Acreage = | No         |  |  |             |                    |
|              |            | Total Rental:   | 0.00       |  |  |             |                    |

----- Related Contracts -----  
C00199 B FO May 09, 2000  
C00280 A TRUST Jan 16, 2019 (I)  
PS0003 A P&S Apr 19, 2017

| Status              | Hectares | Net   | Hectares | Net    |
|---------------------|----------|-------|----------|--------|
| NON PRODUCING Prod: | 0.000    | 0.000 | 256.000  | 80.000 |
| UNDEVELOPED Dev:    | 0.000    | 0.000 | 256.000  | 80.000 |
| Prov:               | 0.000    | 0.000 | 0.000    | 0.000  |

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale   | Convertible | % of Prod/Sales        |
|---------------------|--------------|-----------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y               | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |                 |             |                        |
| Deduction:          | STANDARD     |                 |             |                        |
| Gas: Royalty:       |              | Min Pay:        |             | Prod/Sales:            |
| S/S OIL: Min:       |              | Div:            |             | Prod/Sales:            |
| Other Percent:      |              | Min:            |             | Prod/Sales:            |
| Paid to: LESSOR (M) |              | Paid by: WI (C) |             |                        |
| AB ENERGY           | 100.00000000 | CENOVUS         |             | 37.50000000            |
|                     |              | RAZOR           |             | 31.25000000            |
|                     |              | HWN ENERGY      |             | 31.25000000            |

|        |     |    |                   |         |            |   |     |             |                          |
|--------|-----|----|-------------------|---------|------------|---|-----|-------------|--------------------------|
| M00380 | PNG | CR | Eff: Jan 24, 1991 | 256.000 | C00202     | A | Yes | WI          | Area : KAYBOB NON-UNIT   |
| Sub: B | WI  |    | Exp: Jan 23, 1996 | 256.000 | HWN ENERGY |   |     | 51.87500000 | TWP 63 RGE 26 W5M SEC 34 |



## RAZOR ENERGY CORP. Mineral Property Report

Report Date: May 02, 2024  
Page Number: 28  
\*\*REPORTED IN HECTARES\*\*

| File Number   | Lse Type               | Lessor Type      | Exposure           | Oper.Cont.              | ROFR           | DOI Code | Lease Description / Rights Held |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
|---|------------------------|------------------|--------------------|-------------------------|----------------|----------|---------------------------------|--------------|--------------|---------------|-------------|-----------------|---------------------|-----|---|---|-------------------------|--------------|--|--|--|--|------------|----------|--|--|--|---------------|--|----------|--|-------------|---------------|--|------|--|-------------|----------------|--|------|--|-------------|---------------------|--|-------------|-----|--|-----------|---------------|-------|--|--------------|--|--|------------|--|--------------|
| File Status   | Int Type / Lse No/Name | Operator / Payor | Gross              | Net                     | Doi Partner(s) | * *      | * *                             |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| M00387  | PNG                    | CR               | 64.000             | C00196                  | G              | Yes      | WI                              |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| <b>Sub:</b> A   | WI                     |                  | 64.000             | RAZOR                   |                |          | 25.000000000                    |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| ACTIVE  | 0595040397             | HWN ENERGY       | 16.000             | HWN ENERGY              |                |          | 75.000000000                    |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| 100.00000000  | HWN ENERGY             |                  | Total Rental: 0.00 |                         |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| <p>Area : KAYBOB NON-UNIT<br/>TWP 64 RGE 26 W5M NE3</p> <p>PNG BELOW BASE PADDY-CADOTTE TO<br/>BASE BEAVERHILL_LAKE</p>   |                        |                  |                    |                         |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| <p>----- Well U.W.I. Status/Type -----<br/>102/02-03-064-26-W5/03 SUSP/GAS</p>  |                        |                  |                    |                         |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| <p>----- Related Contracts -----<br/>C00196 G POOL Jan 24, 1991<br/>PS0003 A P&amp;S Apr 19, 2017</p>   |                        |                  |                    |                         |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| <p>Royalty / Encumbrances</p>   |                        |                  |                    |                         |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Royalty Type</th> <th style="text-align: left;">Product Type</th> <th style="text-align: left;">Sliding Scale</th> <th style="text-align: left;">Convertible</th> <th style="text-align: left;">% of Prod/Sales</th> </tr> </thead> <tbody> <tr> <td>CROWN SLIDING SCALE</td> <td>ALL</td> <td>Y</td> <td>N</td> <td>100.000000000 % of PROD</td> </tr> <tr> <td>Roy Percent:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Deduction:</td> <td>STANDARD</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Gas: Royalty:</td> <td></td> <td>Min Pay:</td> <td></td> <td>Prod/Sales:</td> </tr> <tr> <td>S/S OIL: Min:</td> <td></td> <td>Div:</td> <td></td> <td>Prod/Sales:</td> </tr> <tr> <td>Other Percent:</td> <td></td> <td>Min:</td> <td></td> <td>Prod/Sales:</td> </tr> <tr> <td>Paid to: LESSOR (M)</td> <td></td> <td>Paid by: WI</td> <td>(C)</td> <td></td> </tr> <tr> <td>AB ENERGY</td> <td>100.000000000</td> <td>RAZOR</td> <td></td> <td>25.000000000</td> </tr> <tr> <td></td> <td></td> <td>HWN ENERGY</td> <td></td> <td>75.000000000</td> </tr> </tbody> </table> |                        |                  |                    |                         |                |          |                                 | Royalty Type | Product Type | Sliding Scale | Convertible | % of Prod/Sales | CROWN SLIDING SCALE | ALL | Y | N | 100.000000000 % of PROD | Roy Percent: |  |  |  |  | Deduction: | STANDARD |  |  |  | Gas: Royalty: |  | Min Pay: |  | Prod/Sales: | S/S OIL: Min: |  | Div: |  | Prod/Sales: | Other Percent: |  | Min: |  | Prod/Sales: | Paid to: LESSOR (M) |  | Paid by: WI | (C) |  | AB ENERGY | 100.000000000 | RAZOR |  | 25.000000000 |  |  | HWN ENERGY |  | 75.000000000 |
| Royalty Type  | Product Type           | Sliding Scale    | Convertible        | % of Prod/Sales         |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| CROWN SLIDING SCALE   | ALL                    | Y                | N                  | 100.000000000 % of PROD |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| Roy Percent:  |                        |                  |                    |                         |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| Deduction:  | STANDARD               |                  |                    |                         |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| Gas: Royalty:   |                        | Min Pay:         |                    | Prod/Sales:             |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| S/S OIL: Min:   |                        | Div:             |                    | Prod/Sales:             |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| Other Percent:  |                        | Min:             |                    | Prod/Sales:             |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| Paid to: LESSOR (M)   |                        | Paid by: WI      | (C)                |                         |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| AB ENERGY   | 100.000000000          | RAZOR            |                    | 25.000000000            |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
|   |                        | HWN ENERGY       |                    | 75.000000000            |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Royalty Type</th> <th style="text-align: left;">Product Type</th> <th style="text-align: left;">Sliding Scale</th> <th style="text-align: left;">Convertible</th> <th style="text-align: left;">% of Prod/Sales</th> </tr> </thead> <tbody> <tr> <td>CROWN SLIDING SCALE</td> <td>ALL</td> <td>Y</td> <td>N</td> <td>100.000000000 % of PROD</td> </tr> <tr> <td>Roy Percent:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Deduction:</td> <td>STANDARD</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Gas: Royalty:</td> <td></td> <td>Min Pay:</td> <td></td> <td>Prod/Sales:</td> </tr> <tr> <td>S/S OIL: Min:</td> <td></td> <td>Div:</td> <td></td> <td>Prod/Sales:</td> </tr> <tr> <td>Other Percent:</td> <td></td> <td>Min:</td> <td></td> <td>Prod/Sales:</td> </tr> <tr> <td>Paid to: LESSOR (M)</td> <td></td> <td>Paid by: WI</td> <td>(C)</td> <td></td> </tr> <tr> <td>AB ENERGY</td> <td>100.000000000</td> <td>RAZOR</td> <td></td> <td>25.000000000</td> </tr> <tr> <td></td> <td></td> <td>HWN ENERGY</td> <td></td> <td>75.000000000</td> </tr> </tbody> </table> |                        |                  |                    |                         |                |          |                                 | Royalty Type | Product Type | Sliding Scale | Convertible | % of Prod/Sales | CROWN SLIDING SCALE | ALL | Y | N | 100.000000000 % of PROD | Roy Percent: |  |  |  |  | Deduction: | STANDARD |  |  |  | Gas: Royalty: |  | Min Pay: |  | Prod/Sales: | S/S OIL: Min: |  | Div: |  | Prod/Sales: | Other Percent: |  | Min: |  | Prod/Sales: | Paid to: LESSOR (M) |  | Paid by: WI | (C) |  | AB ENERGY | 100.000000000 | RAZOR |  | 25.000000000 |  |  | HWN ENERGY |  | 75.000000000 |
| Royalty Type  | Product Type           | Sliding Scale    | Convertible        | % of Prod/Sales         |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| CROWN SLIDING SCALE   | ALL                    | Y                | N                  | 100.000000000 % of PROD |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| Roy Percent:  |                        |                  |                    |                         |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| Deduction:  | STANDARD               |                  |                    |                         |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| Gas: Royalty:   |                        | Min Pay:         |                    | Prod/Sales:             |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| S/S OIL: Min:   |                        | Div:             |                    | Prod/Sales:             |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| Other Percent:  |                        | Min:             |                    | Prod/Sales:             |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| Paid to: LESSOR (M)   |                        | Paid by: WI      | (C)                |                         |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
| AB ENERGY   | 100.000000000          | RAZOR            |                    | 25.000000000            |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |
|   |                        | HWN ENERGY       |                    | 75.000000000            |                |          |                                 |              |              |               |             |                 |                     |     |   |   |                         |              |  |  |  |  |            |          |  |  |  |               |  |          |  |             |               |  |      |  |             |                |  |      |  |             |                     |  |             |     |  |           |               |       |  |              |  |  |            |  |              |

M00387 PNG CR Eff: Apr 04, 1995 192.000 C00196 B Yes WI  
**Sub:** B WI Exp: Apr 03, 2000 192.000 RAZOR 25.000000000  
ACTIVE 0595040397 Ext: 15 48.000 HWN ENERGY 75.000000000

Area : SIMONETTE BHL A POOL  
TWP 64 RGE 26 W5M SE3, NW3

## RAZOR ENERGY CORP. Mineral Property Report

Report Date: May 02, 2024  
 Page Number: 29  
 \*\*REPORTED IN HECTARES\*\*

| File Number  | Lse Type               | Lessor Type      | Exposure | Oper.Cont. | ROFR           | DOI Code                        |
|--------------|------------------------|------------------|----------|------------|----------------|---------------------------------|
| File Status  | Int Type / Lse No/Name | Operator / Payor | Gross    | Net        | Doi Partner(s) | Lease Description / Rights Held |
| M00387       | B                      | HWN ENERGY       |          |            |                |                                 |
| 100.00000000 | HWN ENERGY             |                  |          |            |                |                                 |

(cont'd)

**Sub:** B HWN ENERGY  
 100.00000000 HWN ENERGY

Total Rental: 672.00

| Status       | Hectares | Net    | Hectares | Net   |
|--------------|----------|--------|----------|-------|
| PRODUCING    | 192.000  | 48.000 | 0.000    | 0.000 |
| DEVELOPED    | 192.000  | 48.000 | 0.000    | 0.000 |
| <b>Prov:</b> | 0.000    | 0.000  | 0.000    | 0.000 |

PNG IN BEAVERHILL\_LAKE  
 (GROUP BETWEEN THE DEPTHS  
 3763.0 METRES AND 3858.0 METRES  
 - UNITIZED)  
 (SIMONETTE BEAVERHILL LAKE "A"  
 POOL)

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00196 B | POOL | Jan 24, 1991 |
| PS0003 A | P&S  | Apr 19, 2017 |
| U00013 B | UNIT | Apr 01, 1995 |
| U00013 C | UNIT | Apr 01, 1995 |
| U00013   | UNIT | Apr 01, 1995 |

----- Well U.W.I. Status/Type -----

|                        |               |
|------------------------|---------------|
| 100/11-03-064-26-W5/02 | PRODUCING/OIL |
| 102/02-03-064-26-W5/02 | SUSP/WINJ     |

### Royalty / Encumbrances

|                            |                     |                      |                    |                        |
|----------------------------|---------------------|----------------------|--------------------|------------------------|
| <b>Royalty Type</b>        | <b>Product Type</b> | <b>Sliding Scale</b> | <b>Convertible</b> | <b>% of Prod/Sales</b> |
| CROWN SLIDING SCALE        | ALL                 | Y                    | N                  | 100.00000000 % of PROD |
| <b>Roy Percent:</b>        | STANDARD            |                      |                    |                        |
| <b>Deduction:</b>          | STANDARD            |                      |                    |                        |
| <b>Gas Royalty:</b>        | <b>Min Pay:</b>     | <b>Div:</b>          | <b>Prod/Sales:</b> |                        |
| <b>S/S OIL: Min:</b>       |                     | <b>Max:</b>          | <b>Prod/Sales:</b> |                        |
| <b>Other Percent:</b>      |                     | <b>Min:</b>          | <b>Prod/Sales:</b> |                        |
| <b>Paid to:</b> LESSOR (M) | <b>Paid by:</b> WI  | <b>Div:</b> (C)      | <b>Prod/Sales:</b> |                        |
| AB ENERGY                  | RAZOR               | HWN ENERGY           | 25.00000000        |                        |
|                            |                     |                      | 75.00000000        |                        |

### Related Units

|                     |                        |                                    |                      |
|---------------------|------------------------|------------------------------------|----------------------|
| <b>Unit File No</b> | <b>Effective Date</b>  | <b>Unit Name</b>                   | <b>Unit Operator</b> |
| U00013              | Apr 01, 1995           | SIMONETTE BEAVERHILL LAKE "A" POOL | HWN ENERGY           |
| <b>Sub: B</b>       | <b>Tract Number: 0</b> |                                    | <b>Tract Part%:</b>  |
| <b>Unit File No</b> | <b>Effective Date</b>  | <b>Unit Name</b>                   | <b>Unit Operator</b> |
| U00013              | Apr 01, 1995           | SIMONETTE BEAVERHILL LAKE "A" POOL | HWN ENERGY           |
| <b>Sub: C</b>       | <b>Tract Number: 0</b> |                                    | <b>Tract Part%:</b>  |





**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 31  
\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00387  
Sub: E HWN ENERGY  
100.00000000 HWN ENERGY

Total Rental: 672.00

PNG IN BEAVERHILL\_LAKE  
(GROUP BETWEEN THE DEPTHS  
3763.0 METRES AND 3858.0 METRES  
- UNITIZED)  
(SIMONETTE BEAVERHILL LAKE "A"  
POOL)

| Status    | Hectares | Net    | Hectares | Net   |
|-----------|----------|--------|----------|-------|
| PRODUCING | 192.000  | 48.000 | 0.000    | 0.000 |
| DEVELOPED | 192.000  | 48.000 | 0.000    | 0.000 |
|           | 0.000    | 0.000  | 0.000    | 0.000 |

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00196 B | POOL | Jan 24, 1991 |
| PS0003 A | P&S  | Apr 19, 2017 |
| U00013 B | UNIT | Apr 01, 1995 |
| U00013 C | UNIT | Apr 01, 1995 |
| U00013   | UNIT | Apr 01, 1995 |

Royalty / Encumbrances

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| GROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |

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

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

Paid to: LESSOR (M)  
AB ENERGY  
100.00000000  
Paid by: WI (C)  
RAZOR  
HWN ENERGY  
25.00000000  
75.00000000

Related Units

| Unit File No | Effective Date  | Unit Name                          | Unit Operator |
|--------------|-----------------|------------------------------------|---------------|
| U00013       | Apr 01, 1995    | SIMONETTE BEAVERHILL LAKE "A" POOL | HWN ENERGY    |
| Sub: B       | Tract Number: 0 |                                    | Tract Part%:  |
| U00013       | Apr 01, 1995    | SIMONETTE BEAVERHILL LAKE "A" POOL | HWN ENERGY    |
| Sub: C       | Tract Number: 0 |                                    | Tract Part%:  |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

|               |            |            |                           |            |   |    |              |
|---------------|------------|------------|---------------------------|------------|---|----|--------------|
| M00387        | PNG        | CR         | 64.000                    | C00226     | D | No | WI           |
| <b>Sub:</b> F | WI         |            | 64.000                    | RAZOR      |   |    | 35.000000000 |
| ACTIVE        | 0595040397 | HWN ENERGY | 22.400                    | HWN ENERGY |   |    | 65.000000000 |
| 100.00000000  | HWN ENERGY |            | Total Rental: 0.00        |            |   |    |              |
|               |            |            | <b>Count Acreage =</b> No |            |   |    |              |

Area : KAYBOB NON-UNIT  
TWP 64 RGE 26 W5M NE3  
(PRODUCTION FROM  
100/09-03-064-26W5/00 WELLBORE)

----- Well U.W.I. Status/Type -----  
100/09-03-064-26-W5/00 STD/JUNK

| Status        |       | Hectares | Net   | Hectares | Net    | Related Contracts         |
|---------------|-------|----------|-------|----------|--------|---------------------------|
| NON PRODUCING | Prod: | 0.000    | 0.000 | 64.000   | 22.400 | PS0003 A P&S Apr 19, 2017 |
| UNDEVELOPED   | Dev:  | 0.000    | 0.000 | 64.000   | 22.400 | C00226 D FO Jan 09, 1997  |
|               | Prov: | 0.000    | 0.000 | 0.000    | 0.000  |                           |

| Royalty Type               |              | Product Type       | Sliding Scale | Convertible  | % of Prod/Sales    |
|----------------------------|--------------|--------------------|---------------|--------------|--------------------|
| CROWN SLIDING SCALE        | ALL          | Y                  | N             | 100.00000000 | % of PROD          |
| <b>Roy Percent:</b>        |              |                    |               |              |                    |
| <b>Deduction:</b>          | STANDARD     |                    |               |              |                    |
| <b>Gas: Royalty:</b>       |              | <b>Min Pay:</b>    |               |              | <b>Prod/Sales:</b> |
| <b>S/S OIL: Min:</b>       |              | <b>Div:</b>        |               |              | <b>Prod/Sales:</b> |
| <b>Other Percent:</b>      |              | <b>Min:</b>        |               |              | <b>Prod/Sales:</b> |
| <b>Paid to:</b> LESSOR (M) |              | <b>Paid by:</b> WI |               | (C)          |                    |
| AB ENERGY                  | 100.00000000 | RAZOR              |               |              | 35.000000000       |
|                            |              | HWN ENERGY         |               |              | 65.000000000       |

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|              |                        |            |                 |                      |                 |  |
|--------------|------------------------|------------|-----------------|----------------------|-----------------|--|
| M00382       | Sub: A                 | HWN ENERGY |                 |                      |                 |  |
| 100.00000000 | HWN ENERGY             |            |                 | Total Rental: 224.00 |                 | (EXCL. PNG IN BEAVERHILL LAKE<br>GROUP BETWEEN 3763 METRES AND<br>3858 METRES) |
|              | <b>Status</b>          |            | <b>Hectares</b> | <b>Net</b>           | <b>Hectares</b> | <b>Net</b>   |
|              | NON PRODUCINGProd:     |            | 0.000           | 0.000                | 64.000          | 16.000   |
|              | UNDEVELOPED Dev:       |            | 0.000           | 0.000                | 64.000          | 16.000   |
|              | Prov:                  |            | 0.000           | 0.000                | 0.000           | 0.000  |
|              | <b>Count Acreage =</b> | No         |                 |                      |                 |  |
|              |                        |            |                 |                      |                 | <b>----- Related Contracts -----</b>   |
|              |                        |            |                 |                      |                 | C00196 B POOL Jan 24, 1991   |
|              |                        |            |                 |                      |                 | PS0003 A P&S Apr 19, 2017  |

**Royalty / Encumbrances**

| Royalty Type          | Product Type    | Sliding Scale | Convertible | % of Prod/Sales        |
|-----------------------|-----------------|---------------|-------------|------------------------|
| GROWN SLIDING SCALE   | ALL             | Y             | N           | 100.00000000 % of PROD |
| <b>Roy Percent:</b>   |                 |               |             |                        |
| <b>Deduction:</b>     | STANDARD        |               |             |                        |
| <b>Gas: Royalty:</b>  |                 |               |             | <b>Prod/Sales:</b>     |
| <b>S/S OIL: Min:</b>  |                 |               |             | <b>Prod/Sales:</b>     |
| <b>Other Percent:</b> |                 |               |             | <b>Prod/Sales:</b>     |
| <b>Paid to:</b>       | LESSOR (M)      |               |             | (C)                    |
| AB ENERGY             |                 | 100.00000000  |             |                        |
|                       | <b>Paid by:</b> | WI            |             |                        |
|                       | RAZOR           |               |             | 25.00000000            |
|                       | HWN ENERGY      |               |             | 75.00000000            |

|        |            |    |                   |        |            |   |     |  |
|--------|------------|----|-------------------|--------|------------|---|-----|--|
| M00382 | PNG        | CR | Eff: Oct 18, 1994 | 64.000 | C00196     | B | Yes | WI   |
| Sub: G | WI         |    | Exp: Oct 17, 1999 | 64.000 | RAZOR      |   |     | 25.00000000  |
| ACTIVE | 0594101101 |    | Ext: 15           | 16.000 | HWN ENERGY |   |     | 75.00000000  |
|        | HWN ENERGY |    |                   |        |            |   |     |  |
|        |            |    |                   |        |            |   |     | Area : SIMONETTE BHL A POOL<br>TWP 64 RGE 26 W5M NE4<br>PNG IN BEAVERHILL_LAKE<br>(GROUP BETWEEN 3763 METRES AND |

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

| File Number  | Lse Type               | Lessor Type      | Exposure | Oper.Cont. | ROFR           | DOI Code | Lease Description / Rights Held  |
|--------------|------------------------|------------------|----------|------------|----------------|----------|--|
| File Status  | Int Type / Lse No/Name | Operator / Payor | Gross    | Net        | Doi Partner(s) | *        | *  |
| M00382       | G                      |                  |          |            |                |          |  |
| 100.00000000 | HWN ENERGY             |                  |          |            |                |          | 3858 METRES - PRODUCTION SHARING - UNITIZED)<br>(SIMONETTE BEAVERHILL LAKE "A" POOL) |

(cont'd)

M00382

Sub: G

100.00000000 HWN ENERGY

Total Rental: 0.00

| Status    | Hectares | Net    | Hectares | Net   |
|-----------|----------|--------|----------|-------|
| PRODUCING | 64.000   | 16.000 | 0.000    | 0.000 |
| DEVELOPED | 64.000   | 16.000 | 0.000    | 0.000 |
| Prov:     | 0.000    | 0.000  | 0.000    | 0.000 |
| NPProd:   |          |        |          |       |
| Undev:    |          |        |          |       |
| NProv:    |          |        |          |       |

----- Related Contracts -----  
 C00196 B POOL Jan 24, 1991  
 PS0003 A P&S Apr 19, 2017  
 U00013 F UNIT Apr 01, 1995  
 U00013 UNIT Apr 01, 1995

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction:          | STANDARD     |               |             |                        |
| Gas Royalty:        |              |               |             |                        |
| S/S OIL: Min:       |              |               |             |                        |
| Other Percent:      |              |               |             |                        |

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

Paid to: LESSOR (M) Paid by: WI (C)  
 AB ENERGY 100.000000000 RAZOR 25.000000000  
 HWN ENERGY 75.000000000

**Related Units**

| Unit File No | Effective Date  | Unit Name                          | Unit Operator |
|--------------|-----------------|------------------------------------|---------------|
| U00013       | Apr 01, 1995    | SIMONETTE BEAVERHILL LAKE "A" POOL | HWN ENERGY    |
| Sub: F       | Tract Number: 0 |                                    | Tract Part%:  |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

| File Number                   | Lse Type               | Lessor Type      | Exposure            | Oper.Cont.           | ROFR               | DOI Code               | Lease Description / Rights Held   |
|-------------------------------|------------------------|------------------|---------------------|----------------------|--------------------|------------------------|---|
| File Status                   | Int Type / Lse No/Name | Operator / Payor | Gross               | Net                  | Doi Partner(s)     | *                      | *   |
| M00382                        | PNG                    | CR               | 448.000             | C00196               | A                  | WI                     | Area : KAYBOB NON-UNIT<br>TWP 64 RGE 26 W5M NE8, SEC 17, E19  |
| <b>Sub:</b> B                 | WI                     |                  | 448.000             | RAZOR                |                    | 37.50000000            |   |
| ACTIVE                        | 0594101101             | HWN ENERGY       | 168.000             | HWN ENERGY           |                    | 62.50000000            | PNG TO BASE BEAVERHILL_LAKE<br>(EXCL. PNG IN BEAVERHILL LAKE<br>GROUP BETWEEN 3763 METRES AND<br>3858 METRES) |
| 100.00000000                  | HWN ENERGY             |                  | Total Rental: 0.00  |                      |                    |                        |   |
| <b>Count Acreage =</b> No     |                        |                  |                     |                      |                    |                        |   |
| <b>Status</b>                 |                        |                  | <b>Hectares</b>     | <b>Net</b>           |                    | <b>Hectares</b>        | <b>Net</b>  |
| NON PRODUCING                 |                        |                  | 0.000               | 0.000                | <b>NProd:</b>      | 448.000                | 168.000   |
| UNDEVELOPED                   |                        |                  | 0.000               | 0.000                | <b>Undev:</b>      | 448.000                | 168.000   |
| <b>Prov:</b>                  |                        |                  | 0.000               | 0.000                | <b>NProv:</b>      | 0.000                  | 0.000   |
| <b>Royalty / Encumbrances</b> |                        |                  |                     |                      |                    |                        |   |
| <b>Royalty Type</b>           |                        |                  | <b>Product Type</b> | <b>Sliding Scale</b> | <b>Convertible</b> | <b>% of Prod/Sales</b> |   |
| CROWN SLIDING SCALE           |                        |                  | ALL                 | Y                    | N                  | 100.00000000 % of PROD |   |
| <b>Roy Percent:</b>           |                        |                  |                     |                      |                    |                        |   |
| <b>Deduction:</b>             |                        | STANDARD         |                     |                      |                    |                        |   |
| <b>Gas: Royalty:</b>          |                        |                  | <b>Min Pay:</b>     |                      |                    |                        | <b>Prod/Sales:</b>  |
| <b>S/S OIL: Min:</b>          |                        |                  | <b>Div:</b>         |                      |                    |                        | <b>Prod/Sales:</b>  |
| <b>Other Percent:</b>         |                        |                  | <b>Min:</b>         |                      |                    |                        | <b>Prod/Sales:</b>  |
| <b>Paid to:</b> LESSOR (M)    |                        |                  | <b>Paid by:</b> WI  |                      | (C)                |                        |   |
| AB ENERGY                     |                        | 100.00000000     | RAZOR               |                      |                    | 37.50000000            |   |
|                               |                        |                  | HWN ENERGY          |                      |                    | 62.50000000            |   |
| M00382                        | PNG                    | CR               | 256.000             | C00196               | A                  | WI                     | Area : SIMONETTE BHL A POOL<br>TWP 64 RGE 26 W5M NE8, NE17, SW17, SE19  |
| <b>Sub:</b> K                 | WI                     |                  | 256.000             | RAZOR                |                    | 37.50000000            |   |
| ACTIVE                        | 0594101101             | HWN ENERGY       | 96.000              | HWN ENERGY           |                    | 62.50000000            |   |

**RAZOR ENERGY CORP.**  
**Mineral Property Report**

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

(cont'd)

|               |                 |            |                 |            |                 |            |
|---------------|-----------------|------------|-----------------|------------|-----------------|------------|
| M00382        |                 |            |                 |            |                 |            |
| Sub: K        | HWN ENERGY      |            |                 |            |                 |            |
| 100.00000000  | HWN ENERGY      |            |                 |            |                 |            |
|               |                 |            | Total Rental:   | 896.00     |                 |            |
| <b>Status</b> | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> | <b>Net</b> |
| PRODUCING     | 256.000         | 96.000     | NProd:          | 0.000      | 0.000           | 0.000      |
| DEVELOPED     | 256.000         | 96.000     | Undev:          | 0.000      | 0.000           | 0.000      |
|               | 0.000           | 0.000      | NProv:          | 0.000      | 0.000           | 0.000      |

----- Related Contracts -----  
 C00196 A POOL Jan 24, 1991  
 PS0003 A P&S Apr 19, 2017  
 U00013 G UNIT Apr 01, 1995  
 U00013 UNIT Apr 01, 1995

**Royalty / Encumbrances**

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

|                 |              |                 |             |
|-----------------|--------------|-----------------|-------------|
| <b>Paid to:</b> | LESSOR (M)   | <b>Paid by:</b> | WI (C)      |
| AB ENERGY       | 100.00000000 | RAZOR           | 37.50000000 |
|                 |              | HWN ENERGY      | 62.50000000 |

**Related Units**

| Unit File No | Effective Date  | Unit Name                          | Unit Operator |
|--------------|-----------------|------------------------------------|---------------|
| U00013       | Apr 01, 1995    | SIMONETTE BEAVERHILL LAKE "A" POOL | HWN ENERGY    |
| Sub: G       | Tract Number: 0 |                                    | Tract Part%:  |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

| File Number  | Lse Type               | Lessor Type      | Exposure           | Oper.Cont.             | ROFR            | DOI Code           | Lease Description / Rights Held   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
|--|------------------------|------------------|--------------------|------------------------|-----------------|--------------------|---|------------------------|-----------------|------------|-----------------|------------|---------------|-------|-------|--------------|--------------|---------------|-------------|-----------------|----------|-------------|--------------|---------------------|----------------|---|----------------|------------------------|--|-------|-------|---------------------|--|--|--|--|-------------|--------------------|--|-------------------|----------|--|--|--|-------------|--------------------|--|----------------------|--|--|--|--|-----------------|--------------------|--|----------------------|--|--|--|--|-------|-------------|--|-----------------------|--|--|--|--|------------|-------------|--|-----------------|------------|--|--|--|--|--|--|-----------|--------------|--|--|--|--|--|--|
| File Status  | Int Type / Lse No/Name | Operator / Payor | Gross              | Net                    | Doi Partner(s)  | *                  | *   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| M00382   | PNG                    | CR               | 256.000            | C00196                 | F               | WI                 | Area : KAYBOB NON-UNIT<br>TWP 64 RGE 26 W5M SEC 9                             |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <b>Sub:</b> C  | WI                     |                  | 256.000            | RAZOR                  |                 | 37.50000000        | PNG BELOW BASE PADDY-CADOTTE TO   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| ACTIVE   | 0594101101             | HWN ENERGY       | 96.000             | HWN ENERGY             |                 | 62.50000000        | BASE BEAVERHILL_LAKE  |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| 100.00000000   | HWN ENERGY             |                  | Total Rental: 0.00 |                        |                 |                    | EXCL PNG IN BEAVERHILL_LAKE<br>(GROUP BETWEEN 3763 METRES AND<br>3858 METRES) |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <table border="0"> <tr> <td><b>Status</b></td> <td><b>Hectares</b></td> <td><b>Net</b></td> <td><b>Hectares</b></td> <td><b>Net</b></td> </tr> <tr> <td>NON PRODUCING</td> <td>0.000</td> <td>0.000</td> <td>256.000</td> <td>96.000</td> </tr> <tr> <td>UNDEVELOPED</td> <td>0.000</td> <td>0.000</td> <td>256.000</td> <td>96.000</td> </tr> <tr> <td><b>Prov:</b></td> <td></td> <td><b>NPProd:</b></td> <td></td> <td><b>NPProv:</b></td> </tr> <tr> <td></td> <td></td> <td>0.000</td> <td>0.000</td> <td>0.000</td> </tr> </table>   |                        |                  |                    |                        |                 |                    |   | <b>Status</b>          | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> | <b>Net</b> | NON PRODUCING | 0.000 | 0.000 | 256.000      | 96.000       | UNDEVELOPED   | 0.000       | 0.000           | 256.000  | 96.000      | <b>Prov:</b> |                     | <b>NPProd:</b> |   | <b>NPProv:</b> |                        |  | 0.000 | 0.000 | 0.000               |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <b>Status</b>  | <b>Hectares</b>        | <b>Net</b>       | <b>Hectares</b>    | <b>Net</b>             |                 |                    |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| NON PRODUCING  | 0.000                  | 0.000            | 256.000            | 96.000                 |                 |                    |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| UNDEVELOPED  | 0.000                  | 0.000            | 256.000            | 96.000                 |                 |                    |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <b>Prov:</b>   |                        | <b>NPProd:</b>   |                    | <b>NPProv:</b>         |                 |                    |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
|  |                        | 0.000            | 0.000              | 0.000                  |                 |                    |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <p>----- <b>Related Contracts</b> -----<br/> C00196 F POOL Jan 24, 1991<br/> PS0003 A P&amp;S Apr 19, 2017</p>   |                        |                  |                    |                        |                 |                    |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <p>----- <b>Well U.W.I.</b> -----<br/> 100/01-09-064-26-W5/00 ABWHIP/LUNK</p>  |                        |                  |                    |                        |                 |                    |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <table border="0"> <tr> <th colspan="8">Royalty / Encumbrances</th> </tr> <tr> <th>Royalty Type</th> <th>Product Type</th> <th>Sliding Scale</th> <th>Convertible</th> <th>% of Prod/Sales</th> <th>Min Pay:</th> <th>Prod/Sales:</th> <th></th> </tr> <tr> <td>CROWN SLIDING SCALE</td> <td>ALL</td> <td>Y</td> <td>N</td> <td>100.00000000 % of PROD</td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Roy Percent:</b></td> <td></td> <td></td> <td></td> <td></td> <td><b>Div:</b></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> <tr> <td><b>Deduction:</b></td> <td>STANDARD</td> <td></td> <td></td> <td></td> <td><b>Min:</b></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> <tr> <td><b>Gas: Royalty:</b></td> <td></td> <td></td> <td></td> <td></td> <td><b>Paid by:</b></td> <td><b>Prod/Sales:</b></td> <td></td> </tr> <tr> <td><b>S/S OIL: Min:</b></td> <td></td> <td></td> <td></td> <td></td> <td>RAZOR</td> <td>37.50000000</td> <td></td> </tr> <tr> <td><b>Other Percent:</b></td> <td></td> <td></td> <td></td> <td></td> <td>HWN ENERGY</td> <td>62.50000000</td> <td></td> </tr> <tr> <td><b>Paid to:</b></td> <td>LESSOR (M)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AB ENERGY</td> <td>100.00000000</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> |                        |                  |                    |                        |                 |                    |   | Royalty / Encumbrances |                 |            |                 |            |               |       |       | Royalty Type | Product Type | Sliding Scale | Convertible | % of Prod/Sales | Min Pay: | Prod/Sales: |              | CROWN SLIDING SCALE | ALL            | Y | N              | 100.00000000 % of PROD |  |       |       | <b>Roy Percent:</b> |  |  |  |  | <b>Div:</b> | <b>Prod/Sales:</b> |  | <b>Deduction:</b> | STANDARD |  |  |  | <b>Min:</b> | <b>Prod/Sales:</b> |  | <b>Gas: Royalty:</b> |  |  |  |  | <b>Paid by:</b> | <b>Prod/Sales:</b> |  | <b>S/S OIL: Min:</b> |  |  |  |  | RAZOR | 37.50000000 |  | <b>Other Percent:</b> |  |  |  |  | HWN ENERGY | 62.50000000 |  | <b>Paid to:</b> | LESSOR (M) |  |  |  |  |  |  | AB ENERGY | 100.00000000 |  |  |  |  |  |  |
| Royalty / Encumbrances   |                        |                  |                    |                        |                 |                    |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| Royalty Type   | Product Type           | Sliding Scale    | Convertible        | % of Prod/Sales        | Min Pay:        | Prod/Sales:        |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| CROWN SLIDING SCALE  | ALL                    | Y                | N                  | 100.00000000 % of PROD |                 |                    |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <b>Roy Percent:</b>  |                        |                  |                    |                        | <b>Div:</b>     | <b>Prod/Sales:</b> |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <b>Deduction:</b>  | STANDARD               |                  |                    |                        | <b>Min:</b>     | <b>Prod/Sales:</b> |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <b>Gas: Royalty:</b>   |                        |                  |                    |                        | <b>Paid by:</b> | <b>Prod/Sales:</b> |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <b>S/S OIL: Min:</b>   |                        |                  |                    |                        | RAZOR           | 37.50000000        |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <b>Other Percent:</b>  |                        |                  |                    |                        | HWN ENERGY      | 62.50000000        |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <b>Paid to:</b>  | LESSOR (M)             |                  |                    |                        |                 |                    |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| AB ENERGY  | 100.00000000           |                  |                    |                        |                 |                    |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| M00382   | PNG                    | CR               | 192.000            | C00196                 | F               | WI                 | Area : SIMONETTE BHL A POOL<br>TWP 64 RGE 26 W5M N9, SE9                      |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| <b>Sub:</b> H  | WI                     |                  | 192.000            | RAZOR                  |                 | 37.50000000        | PNG IN BEAVERHILL_LAKE  |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |
| ACTIVE   | 0594101101             | HWN ENERGY       | 72.000             | HWN ENERGY             |                 | 62.50000000        |   |                        |                 |            |                 |            |               |       |       |              |              |               |             |                 |          |             |              |                     |                |   |                |                        |  |       |       |                     |  |  |  |  |             |                    |  |                   |          |  |  |  |             |                    |  |                      |  |  |  |  |                 |                    |  |                      |  |  |  |  |       |             |  |                       |  |  |  |  |            |             |  |                 |            |  |  |  |  |  |  |           |              |  |  |  |  |  |  |

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00382

Sub: H HWN ENERGY  
 100.00000000 HWN ENERGY

Total Rental: 672.00

| Status    | Hectares | Net    | Hectares | Net   |
|-----------|----------|--------|----------|-------|
| PRODUCING | 192.000  | 72.000 | 0.000    | 0.000 |
| DEVELOPED | 192.000  | 72.000 | 0.000    | 0.000 |
|           | 0.000    | 0.000  | 0.000    | 0.000 |

(GROUP BETWEEN 3763 METRES AND  
 3858 METRES - PRODUCTION  
 SHARING - UNITIZED)  
 (SIMONETTE BEAVERHILL LAKE "A"  
 POOL)

----- Related Contracts -----  
 C00196 F POOL Jan 24, 1991  
 PS0003 A P&S Apr 19, 2017  
 U00013 G UNIT Apr 01, 1995  
 U00013 UNIT Apr 01, 1995

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| GROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction:          | STANDARD     |               |             |                        |
| Gas: Royalty:       |              | Min Pay:      |             | Prod/Sales:            |
| S/S OIL: Min:       |              | Div:          |             | Prod/Sales:            |
| Other Percent:      |              | Min:          |             | Prod/Sales:            |

Paid to: LESSOR (M) 100.000000000  
 AB ENERGY  
 Paid by: WI (C)  
 RAZOR 37.500000000  
 HWN ENERGY 62.500000000

**Related Units**

Unit File No U00013  
 Sub: G  
 Effective Date Apr 01, 1995  
 Unit Name SIMONETTE BEAVERHILL LAKE "A" POOL HWN ENERGY  
 Unit Operator HWN ENERGY  
 Tract Number: 0  
 Tract Part%:



**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

|              |            |            |                      |            |   |             |  |
|--------------|------------|------------|----------------------|------------|---|-------------|--|
| M00382       | PNG        | CR         | 64.000               | C00196     | F | WI          | Area : SIMONETTE BHL A POOL                      |
| Sub: M       | WI         |            | 64.000               | RAZOR      |   | 37.50000000 | TWP 64 RGE 26 W5M SW9                            |
| ACTIVE       | 0594101101 | HWN ENERGY | 24.000               | HWN ENERGY |   | 62.50000000 | PNG IN BEAVERHILL_LAKE                           |
| 100.00000000 | HWN ENERGY |            | Total Rental: 224.00 |            |   |             | (BETWEEN 3763 METRES AND 3858 METRES - UNITIZED) |
|              | HWN ENERGY |            |                      |            |   |             | (SIMONETTE BEAVERHILL LAKE "A" POOL)             |

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00196 F | POOL | Jan 24, 1991 |
| PS0003 A | P&S  | Apr 19, 2017 |
| U00013 G | UNIT | Apr 01, 1995 |
| U00013   | UNIT | Apr 01, 1995 |

**Royalty / Encumbrances**

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

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

|           |              |            |             |
|-----------|--------------|------------|-------------|
| Paid to:  | LESSOR (M)   | Paid by:   | WI (C)      |
| AB ENERGY | 100.00000000 | RAZOR      | 37.50000000 |
|           |              | HWN ENERGY | 62.50000000 |

**Related Units**

| Unit File No | Effective Date  | Unit Name                          | Unit Operator |
|--------------|-----------------|------------------------------------|---------------|
| U00013       | Apr 01, 1995    | SIMONETTE BEAVERHILL LAKE "A" POOL | HWN ENERGY    |
| Sub: G       | Tract Number: 0 |                                    | Tract Part%:  |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*\*REPORTED IN HECTARES\*\*

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

|               |               |            |                           |            |                 |            |                 |
|---------------|---------------|------------|---------------------------|------------|-----------------|------------|-----------------|
| M00387        | PNG           | CR         | 128.000                   | C00196     | B               | Yes        | WI              |
| <b>Sub:</b> D | WI            |            | 128.000                   | RAZOR      |                 |            | 25.000000000    |
| ACTIVE        | 0595040397    | HWN ENERGY | 32.000                    | HWN ENERGY |                 |            | 75.000000000    |
| 100.00000000  | HWN ENERGY    |            | Total Rental: 0.00        |            |                 |            |                 |
|               |               |            | <b>Count Acreage =</b> No |            |                 |            |                 |
|               | <b>Status</b> |            | <b>Hectares</b>           | <b>Net</b> | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> |
|               | NON PRODUCING |            | 0.000                     | 0.000      | 128.000         | 32.000     | 128.000         |
|               | UNDEVELOPED   |            | 0.000                     | 0.000      | 128.000         | 32.000     | 128.000         |
|               | <b>Prov:</b>  |            | 0.000                     | 0.000      | 0.000           | 0.000      | 0.000           |

**Royalty / Encumbrances**

| Royalty Type               | Product Type  | Sliding Scale      | Convertible | % of Prod/Sales        |
|----------------------------|---------------|--------------------|-------------|------------------------|
| CROWN SLIDING SCALE        | ALL           | Y                  | N           | 100.00000000 % of PROD |
| <b>Roy Percent:</b>        |               |                    |             |                        |
| <b>Deduction:</b> STANDARD |               |                    |             |                        |
| <b>Gas: Royalty:</b>       |               | <b>Min Pay:</b>    |             | <b>Prod/Sales:</b>     |
| <b>S/S OIL: Min:</b>       |               | <b>Div:</b>        |             | <b>Prod/Sales:</b>     |
| <b>Other Percent:</b>      |               | <b>Min:</b>        |             | <b>Prod/Sales:</b>     |
| <b>Paid to:</b> LESSOR (M) |               | <b>Paid by:</b> WI | (C)         |                        |
| AB ENERGY                  | 100.000000000 | RAZOR              |             | 25.000000000           |
|                            |               | HWN ENERGY         |             | 75.000000000           |

|               |               |            |                           |            |                 |            |                 |
|---------------|---------------|------------|---------------------------|------------|-----------------|------------|-----------------|
| M00382        | PNG           | CR         | 192.000                   | C00196     | A               | Yes        | WI              |
| <b>Sub:</b> D | WI            |            | 192.000                   | RAZOR      |                 |            | 37.500000000    |
| ACTIVE        | 0594101101    | HWN ENERGY | 72.000                    | HWN ENERGY |                 |            | 62.500000000    |
|               |               |            | Total Rental: 0.00        |            |                 |            |                 |
|               |               |            | <b>Count Acreage =</b> No |            |                 |            |                 |
|               | <b>Status</b> |            | <b>Hectares</b>           | <b>Net</b> | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> |
|               | NON PRODUCING |            | 0.000                     | 0.000      | 128.000         | 32.000     | 128.000         |
|               | UNDEVELOPED   |            | 0.000                     | 0.000      | 128.000         | 32.000     | 128.000         |
|               | <b>Prov:</b>  |            | 0.000                     | 0.000      | 0.000           | 0.000      | 0.000           |

Area : KAYBOB NON-UNIT  
TWP 64 RGE 26 W5M W10

PNG BELOW BASE PADDY-CADOTTE TO  
BASE BEAVERHILL\_LAKE  
EXCL PNG IN BEAVERHILL\_LAKE  
(GROUP BETWEEN THE DEPTHS  
3763.0 METRES AND 3858.0 METRES)

----- Related Contracts -----  
C00196 B POOL Jan 24, 1991  
PS0003 A P&S Apr 19, 2017

Area : KAYBOB NON-UNIT  
TWP 64 RGE 26 W5M S16, NW16  
PNG TO BASE BEAVERHILL\_LAKE

# RAZOR ENERGY CORP. Mineral Property Report

Report Date: May 02, 2024  
 Page Number: 41  
 \*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|              |            |            |                 |      |  |  |
|--------------|------------|------------|-----------------|------|--|--|
| M00382       | D          | HWN ENERGY |                 |      |  |  |
| 100.00000000 | HWN ENERGY |            | Total Rental:   | 0.00 |  |  |
|              |            |            | Count Acreage = | No   |  |  |
|              |            |            |                 |      |  |  |
|              |            |            |                 |      |  |  |

| Status             | Hectares | Net   | Hectares | Net    |
|--------------------|----------|-------|----------|--------|
| NON PRODUCINGProd: | 0.000    | 0.000 | 192.000  | 72.000 |
| UNDEVELOPED Dev:   | 0.000    | 0.000 | 192.000  | 72.000 |
| Prov:              | 0.000    | 0.000 | 0.000    | 0.000  |

### Royalty / Encumbrances

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| GROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction:          | STANDARD     |               |             |                        |
| Gas Royalty:        |              |               |             |                        |
| S/S OIL: Min:       |              |               |             |                        |
| Other Percent:      |              |               |             |                        |
|                     |              |               |             |                        |

|           |            |              |  |  |
|-----------|------------|--------------|--|--|
| Paid to:  | LESSOR (M) |              |  |  |
| AB ENERGY |            | 100.00000000 |  |  |
|           |            |              |  |  |

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
 Page Number: 42  
 \*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00382  
 Sub: I  
 100.00000000 HWN ENERGY

Total Rental: 224.00

| Status    | Hectares | Net    | Hectares | Net   |
|-----------|----------|--------|----------|-------|
| PRODUCING | 64.000   | 24.000 | 0.000    | 0.000 |
| DEVELOPED | 64.000   | 24.000 | 0.000    | 0.000 |
|           | 0.000    | 0.000  | 0.000    | 0.000 |

3858 METRES - PRODUCTION  
 SHARING)  
 (SIMONETTE BEAVERHILL LAKE "A"  
 POOL)

----- Related Contracts -----  
 C00196 A POOL Jan 24, 1991  
 PS0003 A P&S Apr 19, 2017  
 U00013 UNIT Apr 01, 1995  
 U00013 G UNIT Apr 01, 1995

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| GROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction:          | STANDARD     |               |             |                        |
| Gas: Royalty:       |              | Min Pay:      |             | Prod/Sales:            |
| S/S OIL: Min:       | Max:         | Div:          |             | Prod/Sales:            |
| Other Percent:      |              | Min:          |             | Prod/Sales:            |

----- Well U.W.I. Status/Type -----  
 100/12-16-064-26-W5/00 PUMPING/OIL

Paid to: LESSOR (M) 100.000000000  
 AB ENERGY  
 Paid by: WI (C)  
 RAZOR 37.500000000  
 HWN ENERGY 62.500000000

**Related Units**

| Unit File No | Effective Date  | Unit Name                          | Unit Operator |
|--------------|-----------------|------------------------------------|---------------|
| U00013       | Apr 01, 1995    | SIMONETTE BEAVERHILL LAKE "A" POOL | HWN ENERGY    |
| Zone:        |                 | PNG IN BEAVERHILL LAKE GROUP       |               |
| Unit File No | Effective Date  | Unit Name                          | Unit Operator |
| U00013       | Apr 01, 1995    | SIMONETTE BEAVERHILL LAKE "A" POOL | HWN ENERGY    |
| Sub: G       | Tract Number: 0 |                                    | Tract Part%:  |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

|              |            |            |         |            |   |             |                                |
|--------------|------------|------------|---------|------------|---|-------------|--------------------------------|
| M00382       | PNG        | CR         | 128.000 | C00196     | A | WI          | Area : SIMONETTE BHL A POOL    |
| Sub: N       | WI         |            | 128.000 | RAZOR      |   | 37.50000000 | TWP 64 RGE 26 W5M S 16         |
| ACTIVE       | 0594101101 | HWN ENERGY | 48.000  | HWN ENERGY |   | 62.50000000 | PNG IN BEAVERHILL_LAKE         |
| 100.00000000 | HWN ENERGY |            |         |            |   |             | (GROUP BETWEEN 3763 METRES AND |
|              | HWN ENERGY |            |         |            |   |             | 3858 METRES - PRODUCTION       |
|              |            |            |         |            |   |             | SHARING - UNITIZED)            |
|              |            |            |         |            |   |             | (SIMONETTE BEAVERHILL LAKE "A" |
|              |            |            |         |            |   |             | POOL)                          |

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00196 A | POOL | Jan 24, 1991 |
| PS0003 A | P&S  | Apr 19, 2017 |
| U00013 G | UNIT | Apr 01, 1995 |
| U00013   | UNIT | Apr 01, 1995 |

----- Well U.W.I. Status/Type -----  
100/03-16-064-26-W5/00 SUSP/OIL

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction:          | STANDARD     |               |             |                        |
| Gas: Royalty:       |              |               |             |                        |
| S/S OIL: Min:       |              |               |             |                        |
| Other Percent:      |              |               |             |                        |
| Paid to:            | LESSOR (M)   |               |             |                        |
| AB ENERGY           |              | 100.00000000  |             |                        |
| Min Pay:            |              |               |             |                        |
| Div:                |              |               |             |                        |
| Min:                |              |               |             |                        |
| Paid by:            | WI           |               | (C)         |                        |
| RAZOR               |              |               |             | 37.50000000            |
| HWN ENERGY          |              |               |             | 62.50000000            |

**Related Units**

| Unit File No | Effective Date  | Unit Name                          | Unit Operator |
|--------------|-----------------|------------------------------------|---------------|
| U00013       | Apr 01, 1995    | SIMONETTE BEAVERHILL LAKE "A" POOL | HWN ENERGY    |
| Sub: G       | Tract Number: 0 |                                    | Tract Part%:  |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

|               |            |            |                      |            |   |    |             |
|---------------|------------|------------|----------------------|------------|---|----|-------------|
| M00404        | PNG        | CR         | 64.000               | C00223     | A | No | WI          |
| <b>Sub:</b> A | WI         |            | 64.000               | HWN ENERGY |   |    | 64.49450000 |
| ACTIVE        | 0501040212 | HWN ENERGY | 22.724               | RAZOR      |   |    | 35.50550000 |
| 100.00000000  | HWN ENERGY |            | Total Rental: 224.00 |            |   |    |             |

| Status        | Hectares | Net   | Hectares | Net    |
|---------------|----------|-------|----------|--------|
| NON PRODUCING | 0.000    | 0.000 | 64.000   | 22.724 |
| UNDEVELOPED   | 0.000    | 0.000 | 64.000   | 22.724 |
| <b>Prov:</b>  | 0.000    | 0.000 | 0.000    | 0.000  |

Area : KAYBOB NON-UNIT  
TWP 64 RGE 26 W5M NE16  
PNG TO BASE BEAVERHILL\_LAKE

----- Related Contracts -----  
C00223 A JOA Jul 01, 2009  
PS0003 A P&S Apr 19, 2017

**Royalty / Encumbrances**

| Royalty Type               | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|----------------------------|--------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE        | ALL          | Y             | N           | 100.00000000 % of PROD |
| <b>Roy Percent:</b>        |              |               |             |                        |
| <b>Deduction:</b> STANDARD |              |               |             |                        |
| <b>Gas: Royalty:</b>       |              |               |             | <b>Prod/Sales:</b>     |
| <b>S/S OIL: Min:</b>       |              |               |             | <b>Prod/Sales:</b>     |
| <b>Other Percent:</b>      |              |               |             | <b>Prod/Sales:</b>     |
| <b>Paid to:</b> LESSOR (M) |              |               |             |                        |
| AB ENERGY                  | 100.00000000 |               |             |                        |
|                            |              |               |             |                        |
| <b>Paid by:</b> WI (C)     |              |               |             |                        |
| HWN ENERGY                 |              |               |             | 64.49450000            |
| RAZOR                      |              |               |             | 35.50550000            |

|               |            |            |         |            |   |     |             |
|---------------|------------|------------|---------|------------|---|-----|-------------|
| M00382        | PNG        | CR         | 192.000 | C00196     | A | Yes | WI          |
| <b>Sub:</b> F | WI         |            | 192.000 | RAZOR      |   |     | 37.50000000 |
| ACTIVE        | 0594101101 | HWN ENERGY | 72.000  | HWN ENERGY |   |     | 62.50000000 |

Area : SIMONETTE BHL A POOL  
TWP 64 RGE 26 W5M NW17, SE17,  
NE19

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|                      |                 |            |                 |            |                 |  |
|----------------------|-----------------|------------|-----------------|------------|-----------------|--|
| M00382               | F               | HWN ENERGY |                 |            |                 |  |
| 100.00000000         | HWN ENERGY      |            |                 | 672.00     | *               | PNG IN BEAVERHILL_LAKE<br>(GROUP BETWEEN 3763 METRES AND<br>3858 METRES - PRODUCTION<br>SHARING - UNITIZED)<br>(SIMONETTE BEAVERHILL LAKE "A"<br>POOL) |
| Total Rental: 672.00 |                 |            |                 |            |                 |  |
| <b>Status</b>        | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> | <b>Net</b>   |
| PRODUCING            | 192.000         | 72.000     | NProd:          | 0.000      | 0.000           | 0.000  |
| DEVELOPED            | 192.000         | 72.000     | Undev:          | 0.000      | 0.000           | 0.000  |
|                      | 0.000           | 0.000      | NProv:          | 0.000      | 0.000           | 0.000  |

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00196 A | POOL | Jan 24, 1991 |
| PS0003 A | P&S  | Apr 19, 2017 |
| U00013 G | UNIT | Apr 01, 1995 |
| U00013   | UNIT | Apr 01, 1995 |

----- Well U.W.I. Status/Type -----

|                        |               |
|------------------------|---------------|
| 100/07-17-064-26-W5/00 | FLW/OIL       |
| 100/10-19-064-26-W5/00 | PRODUCING/OIL |
| 100/13-17-064-26-W5/00 | FLW/OIL       |
| 100/16-19-064-26-W5/00 | PUMPING/OIL   |

Royalty / Encumbrances

| Royalty Type          | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|-----------------------|--------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE   | ALL          | Y             | N           | 100.00000000 % of PROD |
| <b>Roy Percent:</b>   |              |               |             |                        |
| <b>Deduction:</b>     | STANDARD     |               |             |                        |
| <b>Gas Royalty:</b>   |              |               |             |                        |
| <b>S/S OIL: Min:</b>  |              |               |             |                        |
| <b>Other Percent:</b> |              |               |             |                        |
| <b>Min Pay:</b>       |              |               |             | <b>Prod/Sales:</b>     |
| <b>Div:</b>           |              |               |             | <b>Prod/Sales:</b>     |
| <b>Min:</b>           |              |               |             | <b>Prod/Sales:</b>     |

|                 |              |                 |             |
|-----------------|--------------|-----------------|-------------|
| <b>Paid to:</b> | LESSOR (M)   | <b>Paid by:</b> | WI (C)      |
| AB ENERGY       | 100.00000000 | RAZOR           | 37.50000000 |
|                 |              | HWN ENERGY      | 62.50000000 |

----- Related Units -----

| Unit File No  | Effective Date         | Unit Name                          | Unit Operator       |
|---------------|------------------------|------------------------------------|---------------------|
| U00013        | Apr 01, 1995           | SIMONETTE BEAVERHILL LAKE "A" POOL | HWN ENERGY          |
| <b>Sub: G</b> | <b>Tract Number: 0</b> |                                    | <b>Tract Part%:</b> |

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

M00379 PNG CR Eff: Nov 16, 1993 64.000 C00196 A Yes WI  
 Sub: A WI Exp: Nov 15, 1998 64.000 RAZOR 37.50000000  
 ACTIVE 0593110756 Ext: 15 24.000 HWN ENERGY 62.50000000  
 HWN ENERGY  
 HWN ENERGY  
 100.00000000 Total Rental: 224.00

| Status        | Hectares | Net   | Hectares | Net    |
|---------------|----------|-------|----------|--------|
| NON PRODUCING | 0.000    | 0.000 | 64.000   | 24.000 |
| UNDEVELOPED   | 0.000    | 0.000 | 64.000   | 24.000 |
| Prov:         | 0.000    | 0.000 | 0.000    | 0.000  |

Area : KAYBOB NON-UNIT  
 TWP 64 RGE 26 W5M NW18  
 PNG TO BASE BEAVERHILL\_LAKE

----- Related Contracts -----  
 C00196 A POOL Jan 24, 1991  
 PS0003 A P&S Apr 19, 2017

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale   | Convertible | % of Prod/Sales        |
|---------------------|--------------|-----------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y               | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |                 |             |                        |
| Deduction:          | STANDARD     |                 |             |                        |
| Gas: Royalty:       |              | Min Pay:        |             | Prod/Sales:            |
| S/S OIL: Min:       |              | Div:            |             | Prod/Sales:            |
| Other Percent:      |              | Min:            |             | Prod/Sales:            |
| Paid to: LESSOR (M) |              | Paid by: WI (C) |             |                        |
| AB ENERGY           | 100.00000000 | RAZOR           |             | 37.50000000            |
|                     |              | HWN ENERGY      |             | 62.50000000            |

M00379 PNG CR Eff: Nov 16, 1993 64.000 C00196 A Yes WI  
 Sub: C WI Exp: Nov 15, 1998 64.000 RAZOR 37.50000000  
 ACTIVE 0593110756 Ext: 15 24.000 HWN ENERGY 62.50000000  
 HWN ENERGY  
 HWN ENERGY  
 100.00000000 Total Rental: 224.00

Area : SIMONETTE BHL A POOL  
 TWP 64 RGE 26 W5M NE18







**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00382

Sub: E HWN ENERGY  
 100.00000000 HWN ENERGY

Total Rental: 448.00

| Status    | Hectares | Net    | Hectares | Net   |
|-----------|----------|--------|----------|-------|
| PRODUCING | 128.000  | 48.000 | 0.000    | 0.000 |
| DEVELOPED | 128.000  | 48.000 | 0.000    | 0.000 |
|           | 0.000    | 0.000  | 0.000    | 0.000 |

(BETWEEN 3842 METRES AND 3993 METRES - PRODUCTION SHARING) (SIMONETTE BEAVERHILL LAKE "B" POOL)

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00196 A | POOL | Jan 24, 1991 |
| PS0003 A | P&S  | Apr 19, 2017 |
| U00014 A | UNIT | Sep 01, 1996 |
| U00014   | UNIT | Sep 01, 1996 |

**Royalty / Encumbrances**

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

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

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

Paid to: LESSOR (M) 100.000000000  
 AB ENERGY  
 Paid by: WI (C)  
 RAZOR 37.500000000  
 HWN ENERGY 62.500000000

**Related Units**

| Unit File No | Effective Date  | Unit Name                          | Unit Operator |
|--------------|-----------------|------------------------------------|---------------|
| U00014       | Sep 01, 1996    | SIMONETTE BEAVERHILL LAKE "B" POOL | HWN ENERGY    |
| Sub: A       | Tract Number: 0 |                                    | Tract Part%:  |





**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00401

Sub: A

100.00000000 HWN ENERGY Count Acreage = No Total Rental: 0.00

GROUP BETWEEN THE DEPTHS 3763.0 METRES AND 3858.0 METRES)

| Status             | Hectares | Net   | Hectares | Net    |
|--------------------|----------|-------|----------|--------|
| NON PRODUCINGProd: | 0.000    | 0.000 | 64.000   | 24.000 |
| UNDEVELOPED Dev:   | 0.000    | 0.000 | 64.000   | 24.000 |
| Prov:              | 0.000    | 0.000 | 0.000    | 0.000  |

----- Related Contracts -----  
C00196 A POOL Jan 24, 1991  
PS0003 A P&S Apr 19, 2017

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction: STANDARD |              |               |             |                        |
| Gas: Royalty:       |              | Min Pay:      |             | Prod/Sales:            |
| S/S OIL: Min:       |              | Div:          |             | Prod/Sales:            |
| Other Percent:      |              | Min:          |             | Prod/Sales:            |
| Paid to: LESSOR (M) |              | Paid by: WI   | (C)         |                        |
| AB ENERGY           | 100.00000000 | RAZOR         |             | 37.50000000            |
|                     |              | HWN ENERGY    |             | 62.50000000            |

|        |            |    |                   |         |            |   |     |             |
|--------|------------|----|-------------------|---------|------------|---|-----|-------------|
| M00401 | PNG        | CR | Eff: Oct 29, 1996 | 320.000 | C00196     | A | Yes | WI          |
| Sub: B | WI         |    | Exp: Oct 28, 2001 | 320.000 | RAZOR      |   |     | 37.50000000 |
| ACTIVE | 0596100872 |    | Ext: 15           | 120.000 | HWN ENERGY |   |     | 62.50000000 |
|        | HWN ENERGY |    |                   |         |            |   |     |             |

Area : KAYBOB NON-UNIT  
TWP 64 RGE 26 W5M N20, SW20,  
SW21, SW29  
(SPECIAL RESTRICTIONS, REFER



**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00401

Sub: C

100.00000000 HWN ENERGY

Total Rental: 224.00

3763.0 METRES AND 3858.0 METRES  
- UNITIZED)

(SIMONETTE BEAVERHILL LAKE "A"  
POOL)

| Status    | Hectares | Net    | Hectares | Net   |
|-----------|----------|--------|----------|-------|
| PRODUCING | 64.000   | 24.000 | 0.000    | 0.000 |
| DEVELOPED | 64.000   | 24.000 | 0.000    | 0.000 |
| Prov:     | 0.000    | 0.000  | 0.000    | 0.000 |
| NPProd:   |          |        |          |       |
| Undev:    |          |        |          |       |
| NProv:    |          |        |          |       |

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00196 A | POOL | Jan 24, 1991 |
| PS0003 A | P&S  | Apr 19, 2017 |
| U00013 E | UNIT | Apr 01, 1995 |
| U00013   | UNIT | Apr 01, 1995 |

----- Well U.W.I. Status/Type -----  
100/07-20-064-26-W5/00 INJ/WATER

Royalty / Encumbrances

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| GROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction:          | STANDARD     |               |             |                        |
| Gas Royalty:        |              |               |             |                        |
| S/S OIL: Min:       | Max:         |               |             |                        |
| Other Percent:      |              |               |             |                        |
| Min Pay:            |              |               |             | Prod/Sales:            |
| Div:                |              |               |             | Prod/Sales:            |
| Min:                |              |               |             | Prod/Sales:            |

|                     |               |                 |
|---------------------|---------------|-----------------|
| Paid to: LESSOR (M) | 100.000000000 | Paid by: WI (C) |
| AB ENERGY           |               | RAZOR           |
|                     |               | HWN ENERGY      |
|                     |               | 37.500000000    |
|                     |               | 62.500000000    |

Related Units

| Unit File No | Effective Date  | Unit Name                          | Unit Operator |
|--------------|-----------------|------------------------------------|---------------|
| U00013       | Apr 01, 1995    | SIMONETTE BEAVERHILL LAKE "A" POOL | HWN ENERGY    |
| Sub: E       | Tract Number: 0 |                                    | Tract Part%:  |



**RAZOR ENERGY CORP.**  
**Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

| File Number                   | Lse Type               | Lessor Type                        | Exposure             | Oper.Cont.             | ROFR               | DOI Code        | Lease Description / Rights Held  |
|-------------------------------|------------------------|------------------------------------|----------------------|------------------------|--------------------|-----------------|--|
| File Status                   | Int Type / Lse No/Name | Operator / Payor                   | Gross                | Net                    | Doi Partner(s)     | *               | *  |
| M00401                        | PNG                    | CR                                 | 320.000              | C00196                 | A                  | WI              | Area : SIMONETTE BHL A POOL<br>TWP 64 RGE 26 W5M N20, SW20,<br>SW21, SW29  |
| Sub: D                        | WI                     |                                    | 320.000              | RAZOR                  |                    | 37.50000000     |  |
| ACTIVE                        | 0596100872             | HWN ENERGY                         | 120.000              | HWN ENERGY             |                    | 62.50000000     |  |
| 100.00000000                  | HWN ENERGY             |                                    |                      |                        |                    |                 | PNG IN BEAVERHILL_LAKE<br>(GROUP BETWEEN THE DEPTHS<br>3763.0 METRES AND 3858.0 METRES<br>- UNITIZED)<br>(SIMONETTE BEAVERHILL LAKE "A"<br>POOL) |
|                               |                        |                                    | Total Rental:        | 0.00                   |                    |                 |  |
|                               | <b>Status</b>          |                                    | <b>Hectares</b>      | <b>Net</b>             |                    | <b>Hectares</b> | <b>Net</b>   |
|                               | PRODUCING              |                                    | 320.000              | 120.000                |                    | 0.000           | 0.000  |
|                               | DEVELOPED              |                                    | 320.000              | 120.000                |                    | 0.000           | 0.000  |
|                               |                        |                                    | <b>Prod:</b>         | <b>NProd:</b>          |                    | <b>Undev:</b>   | <b>NProv:</b>  |
|                               |                        |                                    | <b>Dev:</b>          | <b>0.000</b>           |                    | <b>0.000</b>    | <b>0.000</b>   |
|                               |                        |                                    | <b>Prov:</b>         | <b>0.000</b>           |                    | <b>0.000</b>    | <b>0.000</b>   |
| <b>Royalty / Encumbrances</b> |                        |                                    |                      |                        |                    |                 |  |
| <b>Royalty Type</b>           | <b>Product Type</b>    | <b>Sliding Scale</b>               | <b>Convertible</b>   | <b>% of Prod/Sales</b> |                    |                 |  |
| CROWN SLIDING SCALE           | ALL                    | Y                                  | N                    | 100.00000000           | % of               | PROD            |  |
| <b>Roy Percent:</b>           |                        |                                    |                      |                        |                    |                 |  |
| <b>Deduction:</b>             | STANDARD               |                                    |                      |                        |                    |                 |  |
| <b>Gas: Royalty:</b>          |                        |                                    |                      |                        | <b>Prod/Sales:</b> |                 |  |
| <b>S/S OIL: Min:</b>          |                        |                                    |                      |                        | <b>Prod/Sales:</b> |                 |  |
| <b>Other Percent:</b>         |                        |                                    |                      |                        | <b>Prod/Sales:</b> |                 |  |
| <b>Paid to:</b>               | LESSOR (M)             |                                    |                      |                        | <b>Paid by:</b>    | WI              | (C)  |
| AB ENERGY                     |                        | 100.00000000                       |                      |                        | RAZOR              |                 | 37.50000000  |
|                               |                        |                                    |                      |                        | HWN ENERGY         |                 | 62.50000000  |
| <b>Related Units</b>          |                        |                                    |                      |                        |                    |                 |  |
| <b>Unit File No</b>           | <b>Effective Date</b>  | <b>Unit Name</b>                   | <b>Unit Operator</b> |                        |                    |                 |  |
| U00013                        | Apr 01, 1995           | SIMONETTE BEAVERHILL LAKE "A" POOL | HWN ENERGY           |                        |                    |                 |  |
| <b>Sub: E</b>                 | <b>Tract Number: 0</b> |                                    | <b>Tract Part%:</b>  |                        |                    |                 |  |

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00196 A | POOL | Jan 24, 1991 |
| PS0003 A | P&S  | Apr 19, 2017 |
| U00013 E | UNIT | Apr 01, 1995 |
| U00013   | UNIT | Apr 01, 1995 |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

| File Number   | Lse Type               | Lessor Type      | Exposure           | Oper.Cont.   | ROFR               | DOI Code      | Lease Description / Rights Held   |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |
|---|------------------------|------------------|--------------------|--------------|--------------------|---------------|---|---------------|-----------------|------------|-----------------|------------|-----------------|------------|--|---------------|-------|-------|-------|-------|---------|--------|--|-------------|-------|-------|-------|-------|---------|--------|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--|----------------|--------------|--------------|--------------|--------------|----------------|---------------|--|---------------|--------------|--------------|--------------|--------------|----------------|---------------|--|----------------|--------------|--------------|--------------|--------------|--------------|--------------|--|
| File Status   | Int Type / Lse No/Name | Operator / Payor | Gross              | Net          | Doi Partner(s)     | *             | *   |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |
| M00377  | PNG                    | CR               | 128.000            | C00196       | C                  | WI            | Area : KAYBOB NON-UNIT  |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |
| <b>Sub: A</b>   | WI                     |                  | 128.000            | RAZOR        |                    | 25.000000000  | TWP 64 RGE 26 W5M S30   |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |
| ACTIVE  | 0593100402             | HWN ENERGY       | 32.000             | HWN ENERGY   |                    | 75.000000000  | PNG TO BASE BEAVERHILL_LAKE<br>(EXCL PNG IN BEAVERHILL LAKE<br>GROUP BETWEEN THE DEPTHS 3763.0<br>METRES AND 3858.0 METRES) |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |
| 100.00000000  | HWN ENERGY             |                  | Total Rental: 0.00 |              | Count Acreage = No |               |   |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |
| <table border="0"> <tr> <td><b>Status</b></td> <td><b>Hectares</b></td> <td><b>Net</b></td> <td><b>Hectares</b></td> <td><b>Net</b></td> <td><b>Hectares</b></td> <td><b>Net</b></td> <td></td> </tr> <tr> <td>NON PRODUCING</td> <td>0.000</td> <td>0.000</td> <td>0.000</td> <td>0.000</td> <td>128.000</td> <td>32.000</td> <td></td> </tr> <tr> <td>UNDEVELOPED</td> <td>0.000</td> <td>0.000</td> <td>0.000</td> <td>0.000</td> <td>128.000</td> <td>32.000</td> <td></td> </tr> <tr> <td><b>Prov:</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td></td> </tr> <tr> <td><b>NPProd:</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>128.000</b></td> <td><b>32.000</b></td> <td></td> </tr> <tr> <td><b>Undev:</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>128.000</b></td> <td><b>32.000</b></td> <td></td> </tr> <tr> <td><b>NPProv:</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td><b>0.000</b></td> <td></td> </tr> </table> |                        |                  |                    |              |                    |               |   | <b>Status</b> | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> | <b>Net</b> |  | NON PRODUCING | 0.000 | 0.000 | 0.000 | 0.000 | 128.000 | 32.000 |  | UNDEVELOPED | 0.000 | 0.000 | 0.000 | 0.000 | 128.000 | 32.000 |  | <b>Prov:</b> | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> |  | <b>NPProd:</b> | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> | <b>128.000</b> | <b>32.000</b> |  | <b>Undev:</b> | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> | <b>128.000</b> | <b>32.000</b> |  | <b>NPProv:</b> | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> |  |
| <b>Status</b>   | <b>Hectares</b>        | <b>Net</b>       | <b>Hectares</b>    | <b>Net</b>   | <b>Hectares</b>    | <b>Net</b>    |   |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |
| NON PRODUCING   | 0.000                  | 0.000            | 0.000              | 0.000        | 128.000            | 32.000        |   |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |
| UNDEVELOPED   | 0.000                  | 0.000            | 0.000              | 0.000        | 128.000            | 32.000        |   |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |
| <b>Prov:</b>  | <b>0.000</b>           | <b>0.000</b>     | <b>0.000</b>       | <b>0.000</b> | <b>0.000</b>       | <b>0.000</b>  |   |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |
| <b>NPProd:</b>  | <b>0.000</b>           | <b>0.000</b>     | <b>0.000</b>       | <b>0.000</b> | <b>128.000</b>     | <b>32.000</b> |   |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |
| <b>Undev:</b>   | <b>0.000</b>           | <b>0.000</b>     | <b>0.000</b>       | <b>0.000</b> | <b>128.000</b>     | <b>32.000</b> |   |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |
| <b>NPProv:</b>  | <b>0.000</b>           | <b>0.000</b>     | <b>0.000</b>       | <b>0.000</b> | <b>0.000</b>       | <b>0.000</b>  |   |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |
| <p>----- Related Contracts -----<br/> C00196 C POOL Jan 24, 1991<br/> PS0003 A P&amp;S Apr 19, 2017</p>   |                        |                  |                    |              |                    |               |   |               |                 |            |                 |            |                 |            |  |               |       |       |       |       |         |        |  |             |       |       |       |       |         |        |  |              |              |              |              |              |              |              |  |                |              |              |              |              |                |               |  |               |              |              |              |              |                |               |  |                |              |              |              |              |              |              |  |

| Royalty / Encumbrances |              |               |             |                         |              |               |             |
|------------------------|--------------|---------------|-------------|-------------------------|--------------|---------------|-------------|
| Royalty Type           | Product Type | Sliding Scale | Convertible | % of Prod/Sales         | Product Type | Sliding Scale | Convertible |
| CROWN SLIDING SCALE    | ALL          | Y             | N           | 100.000000000 % of PROD |              |               |             |
| <b>Roy Percent:</b>    |              |               |             |                         |              |               |             |
| <b>Deduction:</b>      | STANDARD     |               |             |                         |              |               |             |
| <b>Gas: Royalty:</b>   |              |               |             |                         |              |               |             |
| <b>S/S OIL: Min:</b>   |              |               |             |                         |              |               |             |
| <b>Other Percent:</b>  |              |               |             |                         |              |               |             |
| <b>Min Pay:</b>        |              |               |             |                         |              |               |             |
| <b>Div:</b>            |              |               |             |                         |              |               |             |
| <b>Min:</b>            |              |               |             |                         |              |               |             |
| <b>Prod/Sales:</b>     |              |               |             |                         |              |               |             |
| <b>Prod/Sales:</b>     |              |               |             |                         |              |               |             |
| <b>Prod/Sales:</b>     |              |               |             |                         |              |               |             |
| <b>Paid to:</b>        | LESSOR (M)   |               |             |                         |              |               |             |
| AB ENERGY              |              | 100.000000000 |             |                         |              |               |             |
| <b>Paid by:</b>        | WI           |               |             |                         |              |               |             |
| RAZOR                  |              |               |             | 25.000000000            |              |               |             |
| HWN ENERGY             |              |               |             | 75.000000000            |              |               |             |

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 57  
\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00377

Sub: B HWN ENERGY  
100.00000000 HWN ENERGY

Total Rental: 224.00

| Status    | Hectares | Net    | Hectares | Net   |
|-----------|----------|--------|----------|-------|
| PRODUCING | 64.000   | 16.000 | 0.000    | 0.000 |
| DEVELOPED | 64.000   | 16.000 | 0.000    | 0.000 |
|           | 0.000    | 0.000  | 0.000    | 0.000 |
| Prod:     |          | NProd: |          |       |
| Dev:      |          | Undev: |          |       |
| Prov:     |          | NProv: |          |       |

(GROUP BETWEEN THE DEPTHS  
3763.0 METRES AND 3858.0 METRES  
- UNITIZED)  
(SIMONETTE BEAVERHILL LAKE "A"  
POOL)

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00196 C | POOL | Jan 24, 1991 |
| PS0003 A | P&S  | Apr 19, 2017 |
| U00013 H | UNIT | Apr 01, 1995 |
| U00013   | UNIT | Apr 01, 1995 |

Royalty Type: CROWN SLIDING SCALE

Roy Percent: ALL

Deduction: STANDARD

Gas Royalty: Max:

S/S OIL: Min:

Other Percent:

Paid to: LESSOR (M) 100.000000000

AB ENERGY

Min Pay: WI (C)

Div: RAZOR

Prod/Sales: 25.000000000

Min: HWN ENERGY

Prod/Sales: 75.000000000

----- Related Units -----

Unit File No: U00013  
Effective Date: Apr 01, 1995  
Unit Name: SIMONETTE BEAVERHILL LAKE "A" POOL  
Unit Operator: HWN ENERGY  
Sub: H  
Tract Number: 0  
Tract Part: 0

----- Well U.W.I. -----  
100/03-30-064-26-W5/00 INJ/WATER



**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 59  
\*\*REPORTED IN HECTARES\*\*

| File Number                                | Lse Type               | Lessor Type          | Exposure           | Oper.Cont.             | ROFR               | DOI Code           | Lease Description / Rights Held   |
|--|------------------------|----------------------|--------------------|------------------------|--------------------|--------------------|---|
| File Status                                | Int Type / Lse No/Name | Operator / Payor     | Gross              | Net                    | Doi Partner(s)     | *                  | *   |
| M00379                                     | PNG                    | CR                   | 704.000            | C00196                 | D                  | WI                 | Area : KAYBOB NON-UNIT<br>TWP 64 RGE 27 W5M NW13, N14,<br>SECS 23, 24   |
| <b>Sub:</b> D                              | WI                     |                      | 704.000            | RAZOR                  |                    | 25.000000000       |   |
| ACTIVE                                     | 0593110756             | HWN ENERGY           | 176.000            | HWN ENERGY             |                    | 75.000000000       |   |
| 100.00000000                               | HWN ENERGY             |                      | Total Rental: 0.00 |                        |                    |                    | PNG BELOW BASE<br>PEACE_RIVER_GROUP TO BASE<br>BEAVERHILL_LAKE<br>EXCL PNG IN BEAVERHILL_LAKE<br>(GROUP BETWEEN 3842 METRES AND<br>3993 METRES) |
|  | <b>Status</b>          | <b>Hectares</b>      | <b>Net</b>         | <b>Hectares</b>        | <b>Net</b>         | <b>Hectares</b>    | <b>Net</b>  |
|  | PRODUCING              | 704.000              | 176.000            | <b>NProd:</b>          | 0.000              | 0.000              | 0.000   |
|  | DEVELOPED              | 704.000              | 176.000            | <b>Undev:</b>          | 0.000              | 0.000              | 0.000   |
|  |                        | <b>Prov:</b>         | 0.000              | <b>NProv:</b>          | 0.000              | 0.000              | 0.000   |
| <b>Royalty / Encumbrances</b>              |                        |                      |                    |                        |                    |                    |   |
| <b>Royalty Type</b>                        | <b>Product Type</b>    | <b>Sliding Scale</b> | <b>Convertible</b> | <b>% of Prod/Sales</b> |                    |                    |   |
| CROWN SLIDING SCALE                        | ALL                    | Y                    | N                  | 100.000000000          | % of               | PROD               |   |
| <b>Roy Percent:</b>                        |                        |                      |                    |                        |                    |                    |   |
| <b>Deduction:</b> STANDARD                 |                        |                      |                    |                        |                    |                    |   |
| <b>Gas: Royalty:</b>                       |                        |                      |                    |                        |                    |                    |   |
| <b>S/S OIL: Min:</b>                       | <b>Max:</b>            | <b>Min Pay:</b>      | <b>Div:</b>        | <b>Min:</b>            | <b>Prod/Sales:</b> | <b>Prod/Sales:</b> | <b>Prod/Sales:</b>  |
|  |                        |                      |                    |                        |                    |                    |   |
| <b>Paid to:</b> LESSOR (M)                 | <b>Paid by:</b> WI (C) |                      |                    |                        |                    |                    |   |
| AB ENERGY                                  | RAZOR                  | 100.000000000        | HWN ENERGY         | 25.000000000           |                    |                    |   |
|  |                        |                      |                    | 75.000000000           |                    |                    |   |
| <b>Related Contracts</b>                   |                        |                      |                    |                        |                    |                    |   |
| C00196 D                                   | POOL                   | Jan 24, 1991         |                    |                        |                    |                    |   |
| PS0003 A                                   | P&S                    | Apr 19, 2017         |                    |                        |                    |                    |   |
| <b>----- Well U.W.I. Status/Type -----</b> |                        |                      |                    |                        |                    |                    |   |
| 100/03-23-064-27-W5/02                     | ABWHIP/UNK             |                      |                    |                        |                    |                    |   |
| 100/05-23-064-27-W5/00                     | ABWHIP/UNK             |                      |                    |                        |                    |                    |   |
| 100/15-23-064-27-W5/00                     | ABWHIP/UNK             |                      |                    |                        |                    |                    |   |

|               |            |            |        |            |   |              |  |
|---------------|------------|------------|--------|------------|---|--------------|--|
| M00379        | PNG        | CR         | 64.000 | C00196     | D | WI           | Area : KAYBOB NON-UNIT<br>TWP 64 RGE 27 W5M NE13<br>PNG BELOW BASE |
| <b>Sub:</b> F | WI         |            | 64.000 | RAZOR      |   | 25.000000000 |  |
| ACTIVE        | 0593110756 | HWN ENERGY | 16.000 | HWN ENERGY |   | 75.000000000 |  |

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 60  
\*\*REPORTED IN HECTARES\*\*

| File Number  | Lse Type               | Lessor Type      | Exposure | Oper.Cont.     | ROFR | DOI Code |
|--------------|------------------------|------------------|----------|----------------|------|----------|
| File Status  | Int Type / Lse No/Name | Operator / Payor | Net      | Doi Partner(s) | *    | *        |
| M00379       | F                      | HWN ENERGY       |          |                |      |          |
| 100.00000000 | HWN ENERGY             |                  |          |                |      |          |

(cont'd)

|                      |       |  |                 |            |                 |            |
|----------------------|-------|--|-----------------|------------|-----------------|------------|
| Total Rental: 224.00 |       |  |                 |            |                 |            |
| <b>Status</b>        |       |  | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> | <b>Net</b> |
| NON PRODUCING        | Prod: |  | 0.000           | 0.000      | 64.000          | 16.000     |
| UNDEVELOPED          | Dev:  |  | 0.000           | 0.000      | 64.000          | 16.000     |
|                      | Prov: |  | 0.000           | 0.000      | 0.000           | 0.000      |

PEACE\_RIVER\_GROUP TO BASE  
BEAVERHILL\_LAKE

----- Related Contracts -----  
C00196 D POOL Jan 24, 1991  
PS0003 A P&S Apr 19, 2017

**Royalty / Encumbrances**

| Royalty Type               | Product Type | Sliding Scale      | Convertible | % of Prod/Sales        |
|----------------------------|--------------|--------------------|-------------|------------------------|
| CROWN SLIDING SCALE        | ALL          | Y                  | N           | 100.00000000 % of PROD |
| <b>Roy Percent:</b>        |              |                    |             |                        |
| <b>Deduction:</b>          | STANDARD     |                    |             |                        |
| <b>Gas Royalty:</b>        |              | <b>Min Pay:</b>    |             | <b>Prod/Sales:</b>     |
| <b>S/S OIL: Min:</b>       |              | <b>Div:</b>        |             | <b>Prod/Sales:</b>     |
| <b>Other Percent:</b>      |              | <b>Min:</b>        |             | <b>Prod/Sales:</b>     |
| <b>Paid to:</b> LESSOR (M) |              | <b>Paid by:</b> WI | (C)         |                        |
| AB ENERGY                  | 100.00000000 | RAZOR              |             | 25.00000000            |
|                            |              | HWN ENERGY         |             | 75.00000000            |

|               |            |    |                          |         |            |   |     |             |
|---------------|------------|----|--------------------------|---------|------------|---|-----|-------------|
| M00379        | PNG        | CR | Eff: Nov 16, 1993        | 256.000 | C00196     | D | Yes | WI          |
| <b>Sub:</b> G | WI         |    | <b>Exp:</b> Nov 15, 1998 | 256.000 | RAZOR      |   |     | 25.00000000 |
| ACTIVE        | 0593110756 |    | <b>Ext:</b> 15           | 64.000  | HWN ENERGY |   |     | 75.00000000 |
|               | HWN ENERGY |    |                          |         |            |   |     |             |

Area : SIMONETTE BHL B POOL  
TWP 64 RGE 27 W5M NW13, W23,  
SW24

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 61  
\*\*REPORTED IN HECTARES\*\*

| File Number  | Lse Type               | Lessor Type      | Exposure | Oper.Cont. | ROFR           | DOI Code | Lease Description / Rights Held |
|--------------|------------------------|------------------|----------|------------|----------------|----------|---------------------------------|
| File Status  | Int Type / Lse No/Name | Operator / Payor | Gross    | Net        | Doi Partner(s) | *        | *                               |
| M00379       | G                      |                  |          |            |                |          |                                 |
| 100.00000000 | HWN ENERGY             |                  |          |            |                |          |                                 |

(cont'd)

|           |          |                      |          |  |  |
|-----------|----------|----------------------|----------|--|--|
| Sub: G    |          | Total Rental: 896.00 |          | PNG IN BEAVERHILL_LAKE<br>(GROUP BETWEEN 3842 METRES AND<br>3993 METRES) |  |
| Status    | Hectares | Net                  | Hectares | Net  |  |
| PRODUCING | 256.000  | 64.000               | 0.000    | 0.000  |  |
| DEVELOPED | 256.000  | 64.000               | 0.000    | 0.000  |  |
| Prov:     | 0.000    | 0.000                | 0.000    | 0.000  |  |
| Prod:     |          | NProd:               |          |  |  |
| Dev:      |          | Undev:               |          |  |  |
| Prov:     |          | NProv:               |          |  |  |

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00196 D | POOL | Jan 24, 1991 |
| PS0003 A | P&S  | Apr 19, 2017 |
| U00014 B | UNIT | Sep 01, 1996 |
| U00014   | UNIT | Sep 01, 1996 |

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction:          | STANDARD     |               |             |                        |
| Gas Royalty:        |              | Min Pay:      |             | Prod/Sales:            |
| S/S OIL: Min:       | Max:         | Div:          |             | Prod/Sales:            |
| Other Percent:      |              | Min:          |             | Prod/Sales:            |
| Paid to: LESSOR (M) |              | Paid by: WI   | (C)         |                        |
| AB ENERGY           | 100.00000000 | RAZOR         |             | 25.00000000            |
|                     |              | HWN ENERGY    |             | 75.00000000            |

**Related Units**

| Unit File No | Effective Date  | Unit Name                          | Unit Operator |
|--------------|-----------------|------------------------------------|---------------|
| U00014       | Sep 01, 1996    | SIMONETTE BEAVERHILL LAKE "B" POOL | HWN ENERGY    |
| Sub: B       | Tract Number: 0 |                                    | Tract Part%:  |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

|               |            |            |               |         |            |   |     |              |
|---------------|------------|------------|---------------|---------|------------|---|-----|--------------|
| M00379        | PNG        | CR         | 448.000       | 448.000 | C00196     | D | Yes | WI           |
| <b>Sub: B</b> | WI         |            | 448.000       | 448.000 | RAZOR      |   |     | 25.000000000 |
| ACTIVE        | 0593110756 | HWN ENERGY | 112.000       | 112.000 | HWN ENERGY |   |     | 75.000000000 |
| 100.00000000  | HWN ENERGY |            |               |         |            |   |     |              |
|               | HWN ENERGY |            |               |         |            |   |     |              |
|               |            |            | Total Rental: | 1568.00 |            |   |     |              |

**Area :** SIMONETTE BHL B POOL  
TWP 64 RGE 27 W5M N14, E23,  
E24, NW24

PNG IN BEAVERHILL\_LAKE  
(GROUP BETWEEN 3842 METRES AND  
3993 METRES - PRODUCTION  
SHARING)  
(SIMONETTE BEAVERHILL LAKE "B"  
POOL)

----- Related Contracts -----

|        |   |      |              |
|--------|---|------|--------------|
| C00196 | D | POOL | Jan 24, 1991 |
| PS0003 | A | P&S  | Apr 19, 2017 |
| U00014 | B | UNIT | Sep 01, 1996 |
| U00014 |   | UNIT | Sep 01, 1996 |

----- Well U.W.I. Status/Type -----

|                        |             |
|------------------------|-------------|
| 100/01-23-064-27-W5/00 | INJ/WATER   |
| 100/07-24-064-27-W5/00 | SUSP/WINJ   |
| 100/10-24-064-27-W5/02 | INJ/WATER   |
| 100/11-14-064-27-W5/00 | SUSP/OIL    |
| 100/12-24-064-27-W5/00 | PUMPING/OIL |
| 100/14-14-064-27-W5/03 | PUMPING/OIL |
| 100/15-23-064-27-W5/02 | FLW/OIL     |
| 100/16-14-064-27-W5/00 | SUSP/WINJ   |
| 100/07-23-064-27-W5/00 | SUSP/OIL    |

| Royalty / Encumbrances |               |               |                         |
|------------------------|---------------|---------------|-------------------------|
| Royalty Type           | Product Type  | Sliding Scale | Convertible             |
| CROWN SLIDING SCALE    | ALL           | Y             | N                       |
| Roy Percent:           |               |               | 100.000000000 % of PROD |
| Deduction:             | STANDARD      |               |                         |
| Gas: Royalty:          |               | Min Pay:      | Prod/Sales:             |
| S/S OIL: Min:          |               | Div:          | Prod/Sales:             |
| Other Percent:         |               | Min:          | Prod/Sales:             |
| Paid to:               | LESSOR (M)    | Paid by:      | WI (C)                  |
| AB ENERGY              | 100.000000000 | RAZOR         | 25.000000000            |
|                        |               | HWN ENERGY    | 75.000000000            |

| Related Units |                 |                                    |
|---------------|-----------------|------------------------------------|
| Unit File No  | Effective Date  | Unit Name                          |
| U00014        | Sep 01, 1996    | SIMONETTE BEAVERHILL LAKE "B" POOL |
| Sub: B        | Tract Number: 0 | HWN ENERGY                         |
|               |                 | Tract Part%:                       |



**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 63  
\*\*REPORTED IN HECTARES\*\*

| File Number                   | Lse Type               | Lessor Type          | Exposure           | Oper.Cont.             | ROFR                    | DOI Code    | Lease Description / Rights Held |
|-------------------------------|------------------------|----------------------|--------------------|------------------------|-------------------------|-------------|---------------------------------|
| File Status                   | Int Type / Lse No/Name | Operator / Payor     | Gross              | Net                    | Doi Partner(s)          | *           | *                               |
| M00400                        | PNG                    | CR                   | 128.000            | C00201                 | A                       | WI          | Area : KAYBOB NON-UNIT          |
| <b>Sub:</b> A                 | WI                     |                      | 128.000            | RAZOR                  |                         | 40.66000000 | TWP 64 RGE 27 W5M S26           |
| ACTIVE                        | 0589080448             | PARAMOUNT RESOU      | 52.045             | HWN ENERGY             |                         | 59.34000000 | PNG BELOW BASE BLUESKY-BULLHEAD |
| 100.00000000                  | CNRL                   |                      |                    | PARAMOUNT RESOU        |                         |             | TO BASE BEAVERHILL_LAKE         |
| ----- Related Contracts ----- |                        |                      |                    |                        |                         |             |                                 |
|                               |                        |                      |                    |                        |                         |             | C00201 A FO Sep 21, 1994        |
|                               |                        |                      |                    |                        |                         |             | C00211 A TRUST May 01, 1996     |
|                               |                        |                      |                    |                        |                         |             | PS0003 A P&S Apr 19, 2017       |
| -----                         |                        |                      |                    |                        |                         |             |                                 |
| <b>Royalty / Encumbrances</b> |                        |                      |                    |                        |                         |             |                                 |
| <b>Royalty Type</b>           | <b>Product Type</b>    | <b>Sliding Scale</b> | <b>Convertible</b> | <b>% of Prod/Sales</b> |                         |             |                                 |
| CROWN SLIDING SCALE           | ALL                    | Y                    | N                  | 100.00000000           | % of PROD               |             |                                 |
| <b>Roy Percent:</b>           |                        |                      |                    |                        |                         |             |                                 |
| <b>Deduction:</b> STANDARD    |                        |                      |                    |                        |                         |             |                                 |
| <b>Gas: Royalty:</b>          |                        |                      |                    |                        |                         |             |                                 |
| <b>S/S OIL: Min:</b>          | <b>Max:</b>            | <b>Min Pay:</b>      | <b>Div:</b>        | <b>Min:</b>            | <b>Prod/Sales:</b>      |             |                                 |
| <b>Other Percent:</b>         |                        |                      |                    |                        | <b>Prod/Sales:</b>      |             |                                 |
| <b>Paid to:</b> LESSOR (M)    |                        |                      |                    |                        | <b>Prod/Sales:</b>      |             |                                 |
| AB ENERGY                     | 100.00000000           |                      |                    |                        | 40.66000000             |             |                                 |
|                               |                        |                      |                    |                        | 59.34000000             |             |                                 |
|                               |                        |                      |                    |                        | (C)                     |             |                                 |
|                               |                        |                      |                    |                        | RAZOR                   |             |                                 |
|                               |                        |                      |                    |                        | HWN ENERGY              |             |                                 |
|                               |                        |                      |                    |                        | WI                      |             |                                 |
|                               |                        |                      |                    |                        | C00200 A No             |             |                                 |
|                               |                        |                      |                    |                        | 10.50000000             |             |                                 |
|                               |                        |                      |                    |                        | RAZOR                   |             |                                 |
|                               |                        |                      |                    |                        | WI                      |             |                                 |
|                               |                        |                      |                    |                        | Area : KAYBOB NON-UNIT  |             |                                 |
|                               |                        |                      |                    |                        | TWP 63 RGE 1 W6M SEC 31 |             |                                 |

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 64  
\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|              |               |                 |            |                 |            |                 |   |
|--------------|---------------|-----------------|------------|-----------------|------------|-----------------|---|
| M00390       | Sub: A        |                 |            |                 |            |                 |   |
| ACTIVE       | 1216          | Ext: 15         | 26.880     | BOGLE RESOURCES | CNRL       | 56.83330000     | NG IN WABAMUN<br>(EXCL THE 100/04-31-063-01W6M<br>WELL) |
| 100.00000000 | CNRL          |                 |            | HWN ENERGY      |            | 10.50000000     |   |
|              | CNRL          |                 |            | SIGNALTA RESOUR |            | 22.16670000     |   |
|              |               |                 |            | Total Rental:   | 896.00     |                 |   |
|              | <b>Status</b> | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> | <b>Net</b>  |
|              | NON PRODUCING | 0.000           | 0.000      | NProd:          | 256.000    | 26.880          |   |
|              | UNDEVELOPED   | 0.000           | 0.000      | Undev:          | 256.000    | 26.880          |   |
|              | Prov:         | 0.000           | 0.000      | NProv:          | 0.000      | 0.000           |   |

----- Related Contracts -----

|          |     |              |
|----------|-----|--------------|
| C00197 A | FO  | Oct 20, 1966 |
| C00200 A | FO  | Dec 10, 1968 |
| PS0003 A | P&S | Apr 19, 2017 |

Royalty / Encumbrances

| <Linked> | Royalty Type             | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|----------|--------------------------|--------------|---------------|-------------|------------------------|
| C00197 A | GROSS OVERRIDING ROYALTY | ALL          | N             | N           | 100.00000000 % of PROD |
|          | Roy Percent:             | 2.00000000   |               |             |                        |
|          | Deduction:               | UNKNOWN      |               |             |                        |
|          | Gas: Royalty:            |              |               |             |                        |
|          | S/S OIL: Min:            |              |               |             |                        |
|          | Other Percent:           |              |               |             |                        |
|          | Paid to:                 | ROY2 (C)     |               |             |                        |
|          | CNRL                     |              |               |             | 100.00000000           |
|          | Paid by:                 | ROY1 (C)     |               |             |                        |
|          | RAZOR                    |              |               |             | 10.50000000            |
|          | BOGLE RESOURCES          |              |               |             |                        |
|          | CNRL                     |              |               |             | 56.83330000            |
|          | SIGNALTA RESOUR          |              |               |             | 22.16670000            |
|          | Min Pay:                 |              |               |             | Prod/Sales:            |
|          | Div:                     |              |               |             | Prod/Sales:            |
|          | Min:                     |              |               |             | Prod/Sales:            |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

| File Number  | Lse Type               | Lessor Type | Exposure | Oper.Cont.     | ROFR | DOI Code    | Lease Description / Rights Held |
|--|------------------------|-------------|----------|----------------|------|-------------|---------------------------------|
| File Status  | Int Type / Lse No/Name |             | Gross    |                |      |             |                                 |
| Mineral Int  | Operator / Payor       |             | Net      | Doi Partner(s) | *    | *           |                                 |
| M00390   | A                      |             |          | HWN ENERGY     |      | 10.50000000 |                                 |
| <p>(cont'd)</p> <p><b>ROYALTY DEDUCTIONS -</b><br/> NO, NOT ADDRESSED.</p> <p><b>GEN -</b><br/> TAKE OVER WELL: YES, CLAUSE 5.</p> <p><b>TAKE IN KIND -</b><br/> NO, NOT ADDRESSED.</p> <p><b>GEN -</b><br/> ROFR: NO, NOT ADDRESSED.<br/> TAKE LAND: YES, CLAUSE 7, APPLIES TO SURRENDER.<br/> ROYALTY WELL: YES, CLAUSE 3.</p>   |                        |             |          |                |      |             |                                 |
| <p><b>Royalty Type</b><br/> CROWN SLIDING SCALE ALL Y N 100.00000000 % of PROD</p> <p><b>Roy Percent:</b><br/> Deduction: STANDARD</p> <p><b>Gas: Royalty:</b><br/> S/S OIL: Min: Max: Min Pay: Div: Min: Prod/Sales: Prod/Sales: Prod/Sales:</p> <p><b>Other Percent:</b><br/> Paid to: LESSOR (M) 100.00000000 Paid by: WI (C)<br/> AB ENERGY 100.00000000 RAZOR 10.50000000<br/> BOGLE RESOURCES<br/> CNRL 56.83330000<br/> HWN ENERGY 10.50000000<br/> SIGNALTA RESOUR 22.16670000</p> |                        |             |          |                |      |             |                                 |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

M00381 PNG CR Eff: Aug 18, 1994 256.000 C00206 C Yes WI  
**Sub:** B WI Exp: Aug 17, 1998 256.000 RAZOR 25.000000000  
ACTIVE 5494080101 Ext: 15 64.000 HWN ENERGY 75.000000000  
HWN ENERGY  
100.00000000 HWN ENERGY Total Rental: 0.00

**Status**  
NON PRODUCINGProd: Net Hectares Net  
UNDEVELOPED Dev: 0.000 0.000 NProd: 256.000 64.000  
Prov: 0.000 0.000 NProv: 256.000 64.000  
0.000 0.000

**Royalty / Encumbrances**

**Royalty Type**  
CROWN SLIDING SCALE ALL Y N 100.000000000 % of PROD  
**Roy Percent:**  
**Deduction:** STANDARD  
**Gas: Royalty:**  
**S/S OIL: Min:** **Max:**  
**Other Percent:**

**Paid to:** LESSOR (M) 100.000000000  
AB ENERGY  
**Min Pay:** **Prod/Sales:**  
**Div:** **Prod/Sales:**  
**Min:** **Prod/Sales:**  
**Paid by:** WI (C)  
RAZOR 25.000000000  
HWN ENERGY 75.000000000

M00381 PNG CR Eff: Aug 18, 1994 256.000 C00206 B Yes WI  
**Sub:** A WI Exp: Aug 17, 1998 256.000 RAZOR 25.000000000  
ACTIVE 5494080101 Ext: 15 64.000 HWN ENERGY 75.000000000  
HWN ENERGY  
100.00000000 HWN ENERGY Total Rental: 0.00

----- **Related Contracts** -----  
C00206 C POOL May 19, 1994  
PS0003 A P&S Apr 19, 2017

Area : KARR  
TWP 65 RGE 1 W6M SEC 18  
PNG BELOW BASE GETTING TO BASE

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 67  
\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|              |            |                 |    |               |        |                               |
|--------------|------------|-----------------|----|---------------|--------|-------------------------------|
| M00381       | Sub: A     | HWN ENERGY      |    |               |        |                               |
| 100.00000000 | HWN ENERGY |                 |    | Total Rental: | 896.00 |                               |
|              |            | Count Acreage = | No |               |        |                               |
|              |            |                 |    |               |        | BLUESKY-BULLHEAD              |
|              |            |                 |    |               |        | ----- Related Contracts ----- |
|              |            |                 |    |               |        | C00206 B POOL May 19, 1994    |
|              |            |                 |    |               |        | PS0003 A P&S Apr 19, 2017     |

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction:          | STANDARD     |               |             |                        |
| Gas: Royalty:       |              | Min Pay:      |             | Prod/Sales:            |
| S/S OIL: Min:       |              | Div:          |             | Prod/Sales:            |
| Other Percent:      |              | Min:          |             | Prod/Sales:            |
| Paid to: LESSOR (M) |              | Paid by: WI   | (C)         |                        |
| AB ENERGY           | 100.00000000 | RAZOR         |             | 25.00000000            |
|                     |              | HWN ENERGY    |             | 75.00000000            |

|        |            |    |                   |         |            |   |     |                               |
|--------|------------|----|-------------------|---------|------------|---|-----|-------------------------------|
| M00386 | LIC        | CR | Eff: Jun 08, 1995 | 192.000 | C00206     | A | Yes | WI                            |
| Sub: A | WI         |    | Exp: Jun 07, 1999 | 192.000 | RAZOR      |   |     | 25.00000000                   |
| ACTIVE | 5495060031 |    | Ext: 15           | 48.000  | HWN ENERGY |   |     | 75.00000000                   |
|        | HWN ENERGY |    |                   |         |            |   |     |                               |
|        |            |    |                   |         |            |   |     | Area : KARR                   |
|        |            |    |                   |         |            |   |     | TWP 65 RGE 1 W6M W19, SW30    |
|        |            |    |                   |         |            |   |     | PNG BELOW BASE BELLOY TO BASE |
|        |            |    |                   |         |            |   |     | BEAVERHILL_LAKE               |

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 68  
\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|   |                 |            |                 |            |                 |            |                                     |
|---|-----------------|------------|-----------------|------------|-----------------|------------|-------------------------------------|
| M00386  | Sub: A          |            |                 |            |                 |            |                                     |
| 100.00000000  | HWN ENERGY      |            |                 | 672.00     |                 |            |                                     |
| <p style="text-align: center;">Total Rental: 672.00</p> |                 |            |                 |            |                 |            |                                     |
| <b>Status</b>   | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> | <b>Net</b> | <b>Hectares</b> | <b>Net</b> | <b>Related Contracts</b>            |
| NON PRODUCING   | 0.000           | 0.000      | 192.000         | 48.000     | 192.000         | 48.000     | C00206 A POOL May 19, 1994          |
| DEVELOPED   | 64.000          | 16.000     | 128.000         | 32.000     | 128.000         | 32.000     | PS0003 A P&S Apr 19, 2017           |
| <b>Prov:</b>  | 0.000           | 0.000      | 0.000           | 0.000      | 0.000           | 0.000      | ----- Well U.W.I. Status/Type ----- |
|   |                 |            |                 |            |                 |            | 100/13-19-065-01-W6/03 SUSP/OIL     |

**Royalty / Encumbrances**

| Royalty Type               | Product Type | Sliding Scale      | Convertible | % of Prod/Sales        |
|----------------------------|--------------|--------------------|-------------|------------------------|
| CROWN SLIDING SCALE        | ALL          | Y                  | N           | 100.00000000 % of PROD |
| <b>Roy Percent:</b>        |              |                    |             |                        |
| <b>Deduction:</b>          | STANDARD     |                    |             |                        |
| <b>Gas Royalty:</b>        |              | <b>Min Pay:</b>    |             | <b>Prod/Sales:</b>     |
| <b>S/S OIL: Min:</b>       |              | <b>Div:</b>        |             | <b>Prod/Sales:</b>     |
| <b>Other Percent:</b>      |              | <b>Min:</b>        |             | <b>Prod/Sales:</b>     |
| <b>Paid to:</b> LESSOR (M) |              | <b>Paid by:</b> WI | (C)         |                        |
| AB ENERGY                  | 100.00000000 | RAZOR              |             | 25.00000000            |
|                            |              | HWN ENERGY         |             | 75.00000000            |

|        |            |    |                   |         |            |   |     |             |                                 |
|--------|------------|----|-------------------|---------|------------|---|-----|-------------|---------------------------------|
| M00386 | LIC        | CR | Eff: Jun 08, 1995 | 128.000 | C00206     | E | Yes | WI          | Area : KARR                     |
| Sub: B | WI         |    | Exp: Jun 07, 1999 | 128.000 | RAZOR      |   |     | 25.00000000 | TWP 65 RGE 1 W6M W19, SW30      |
| ACTIVE | 5495060031 |    | Ext: 15           | 32.000  | HWN ENERGY |   |     | 75.00000000 | PNG BELOW BASE BLUESKY-BULLHEAD |
|        | HWN ENERGY |    |                   |         |            |   |     |             | TO BASE BELLOY                  |

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 69  
\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00386

Sub: B

100.00000000 HWN ENERGY

Count Acreage = No

Total Rental: 0.00

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00206 E | POOL | May 19, 1994 |
| PS0003 A | P&S  | Apr 19, 2017 |

| Status             | Hectares | Net   | Hectares | Net    |
|--------------------|----------|-------|----------|--------|
| NON PRODUCINGProd: | 0.000    | 0.000 | 128.000  | 32.000 |
| UNDEVELOPED Dev:   | 0.000    | 0.000 | 128.000  | 32.000 |
| Prov:              | 0.000    | 0.000 | 0.000    | 0.000  |

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction:          | STANDARD     |               |             |                        |
| Gas: Royalty:       |              | Min Pay:      |             | Prod/Sales:            |
| S/S OIL: Min:       |              | Div:          |             | Prod/Sales:            |
| Other Percent:      |              | Min:          |             | Prod/Sales:            |
| Paid to: LESSOR (M) |              | Paid by: WI   | (C)         |                        |
| AB ENERGY           | 100.00000000 | RAZOR         |             | 25.00000000            |
|                     |              | HWN ENERGY    |             | 75.00000000            |

|        |            |    |                   |        |            |   |     |             |
|--------|------------|----|-------------------|--------|------------|---|-----|-------------|
| M00403 | PNG        | CR | Eff: Oct 28, 1997 | 64.000 | C00206     | A | Yes | WI          |
| Sub: A | WI         |    | Exp: Oct 27, 2002 | 64.000 | RAZOR      |   |     | 25.00000000 |
| ACTIVE | 0597100887 |    | Ext: 15           | 16.000 | HWN ENERGY |   |     | 75.00000000 |
|        | HWN ENERGY |    |                   |        |            |   |     |             |

Area : KARR  
TWP 65 RGE 2 W6M SE14  
PNG BELOW BASE BELLOY TO BASE  
BEAVERHILL\_LAKE

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 70  
\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|                                     |               |              |            |                        |          |              |        |
|-------------------------------------|---------------|--------------|------------|------------------------|----------|--------------|--------|
| M00403                              | Sub: A        | 100.00000000 | HWN ENERGY | Total Rental:          | 224.00   |              |        |
| <b>Status</b>                       | NON PRODUCING | DEVELOPED    | Prov:      | Net                    | NPProd:  | Undev:       | Net    |
|                                     |               |              |            | 0.000                  | 0.000    | 16.000       | 16.000 |
|                                     |               |              |            | 64.000                 | 16.000   | 0.000        | 0.000  |
|                                     |               |              |            | 0.000                  | 0.000    | 0.000        | 0.000  |
| ----- Related Contracts -----       |               |              |            |                        |          |              |        |
|                                     |               |              |            | C00206 A               | POOL     | May 19, 1994 |        |
|                                     |               |              |            | PS0003 A               | P&S      | Apr 19, 2017 |        |
| ----- Well U.W.I. Status/Type ----- |               |              |            |                        |          |              |        |
|                                     |               |              |            | 100/07-14-065-02-W6/02 | SUSP/OIL |              |        |

**Royalty / Encumbrances**

| Royalty Type          | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|-----------------------|--------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE   | ALL          | Y             | N           | 100.00000000 % of PROD |
| <b>Roy Percent:</b>   |              |               |             |                        |
| <b>Deduction:</b>     | STANDARD     |               |             |                        |
| <b>Gas: Royalty:</b>  |              |               |             |                        |
| <b>S/S OIL: Min:</b>  |              |               |             |                        |
| <b>Other Percent:</b> |              |               |             |                        |
| <b>Paid to:</b>       | LESSOR (M)   |               |             |                        |
| AB ENERGY             |              | 100.00000000  |             |                        |
| <b>Min Pay:</b>       |              |               |             |                        |
| <b>Div:</b>           |              |               |             |                        |
| <b>Min:</b>           |              |               |             |                        |
| <b>Paid by:</b>       | WI           |               | (C)         |                        |
| RAZOR                 |              |               |             | 25.00000000            |
| HWN ENERGY            |              |               |             | 75.00000000            |

|                               |            |    |      |              |         |            |   |     |             |
|-------------------------------|------------|----|------|--------------|---------|------------|---|-----|-------------|
| M00403                        | PNG        | CR | Eff: | Oct 28, 1997 | 192.000 | C00206     | A | Yes | WI          |
| Sub: B                        | WI         |    | Exp: | Oct 27, 2002 | 192.000 | RAZOR      |   |     | 25.00000000 |
| ACTIVE                        | 0597100887 |    | Ext: | 15           | 48.000  | HWN ENERGY |   |     | 75.00000000 |
|                               | HWN ENERGY |    |      |              |         |            |   |     |             |
| Area : KARR                   |            |    |      |              |         |            |   |     |             |
| TWP 65 RGE 2 W6M SW14, N14    |            |    |      |              |         |            |   |     |             |
| PNG BELOW BASE BELLOY TO BASE |            |    |      |              |         |            |   |     |             |
| BEAVERHILL_LAKE               |            |    |      |              |         |            |   |     |             |



**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 71  
\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00403  
Sub: B  
100.00000000 HWN ENERGY

Total Rental: 672.00

| Status        | Hectares | Net   | Hectares | Net    | Related Contracts  |
|---------------|----------|-------|----------|--------|--|
| NON PRODUCING | 0.000    | 0.000 | 192.000  | 48.000 | C00206 A POOL May 19, 1994   |
| UNDEVELOPED   | 0.000    | 0.000 | 192.000  | 48.000 | PS0003 A P&S Apr 19, 2017  |
| Prov:         | 0.000    | 0.000 | 0.000    | 0.000  | ----- Well U.W.I. Status/Type -----<br>100/06-14-065-02-W6/00 ABWHIP/OIL |

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction:          | STANDARD     |               |             |                        |
| Gas: Royalty:       |              | Min Pay:      |             | Prod/Sales:            |
| S/S OIL: Min:       |              | Div:          |             | Prod/Sales:            |
| Other Percent:      |              | Min:          |             | Prod/Sales:            |
| Paid to: LESSOR (M) |              | Paid by: WI   | (C)         |                        |
| AB ENERGY           | 100.00000000 | RAZOR         |             | 25.00000000            |
|                     |              | HWN ENERGY    |             | 75.00000000            |

|        |            |            |                   |         |            |   |     |             |   |
|--------|------------|------------|-------------------|---------|------------|---|-----|-------------|---|
| M00403 | PNG        | CR         | Eff: Oct 28, 1997 | 256.000 | C00206     | E | Yes | WI          | Area : KARR                                       |
| Sub: C | WI         |            | Exp: Oct 27, 2002 | 256.000 | RAZOR      |   |     | 25.00000000 | TWP 65 RGE 2 W6M SEC 14                           |
| ACTIVE | 0597100887 |            | Ext: 15           | 64.000  | HWN ENERGY |   |     | 75.00000000 | PNG BELOW BASE BLUESKY-BULLHEAD<br>TO BASE BELLOY |
|        |            | HWN ENERGY |                   |         |            |   |     |             |   |

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 72  
\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00403

Sub: C

100.00000000 HWN ENERGY

Count Acreage = No

Total Rental: 0.00

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00206 E | POOL | May 19, 1994 |
| PS0003 A | P&S  | Apr 19, 2017 |

| Status             | Hectares | Net   | Hectares | Net    |
|--------------------|----------|-------|----------|--------|
| NON PRODUCINGProd: | 0.000    | 0.000 | 256.000  | 64.000 |
| UNDEVELOPED Dev:   | 0.000    | 0.000 | 256.000  | 64.000 |
| Prov:              | 0.000    | 0.000 | 0.000    | 0.000  |

**Royalty / Encumbrances**

| Royalty Type        | Product Type  | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|---------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL           | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |               |               |             |                        |
| Deduction:          | STANDARD      |               |             |                        |
| Gas: Royalty:       |               | Min Pay:      |             | Prod/Sales:            |
| S/S OIL: Min:       | Max:          | Div:          |             | Prod/Sales:            |
| Other Percent:      |               | Min:          |             | Prod/Sales:            |
| Paid to: LESSOR (M) |               | Paid by: WI   | (C)         |                        |
| AB ENERGY           | 100.000000000 | RAZOR         |             | 25.000000000           |
|                     |               | HWN ENERGY    |             | 75.000000000           |

|        |            |    |                   |         |            |   |     |              |
|--------|------------|----|-------------------|---------|------------|---|-----|--------------|
| M00384 | LIC        | CR | Eff: Mar 16, 1995 | 640.000 | C00206     | A | Yes | WI           |
| Sub: A | WI         |    | Exp: Mar 15, 1999 | 640.000 | RAZOR      |   |     | 25.000000000 |
| ACTIVE | 5495030173 |    | Ext: 15           | 160.000 | HWN ENERGY |   |     | 75.000000000 |
|        | HWN ENERGY |    |                   |         |            |   |     |              |

Area : KARR  
TWP 65 RGE 2 W6M N24, SE24,  
S25, NE25, N26, W36  
PNG BELOW BASE BELLOY TO BASE

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 73  
\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00384

Sub: A

100.00000000 HWN ENERGY

Total Rental: 2240.00

BEAVERHILL\_LAKE

| Status        | Hectares | Net   | Hectares | Net     | Related Contracts          |
|---------------|----------|-------|----------|---------|----------------------------|
| NON PRODUCING | 0.000    | 0.000 | 640.000  | 160.000 | C00206 A POOL May 19, 1994 |
| UNDEVELOPED   | 0.000    | 0.000 | 640.000  | 160.000 | PS0003 A P&S Apr 19, 2017  |
| Prov:         | 0.000    | 0.000 | 0.000    | 0.000   |                            |

----- Well U.W.I. Status/Type -----  
100/16-24-065-02-W6/00 ABWHIP/OIL  
100/15-24-065-02-W6/02 ABWHIP/UNK

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction:          | STANDARD     |               |             |                        |
| Gas: Royalty:       |              | Min Pay:      |             | Prod/Sales:            |
| S/S OIL: Min:       |              | Div:          |             | Prod/Sales:            |
| Other Percent:      |              | Min:          |             | Prod/Sales:            |
| Paid to: LESSOR (M) |              | Paid by: WI   | (C)         |                        |
| AB ENERGY           | 100.00000000 | RAZOR         |             | 25.00000000            |
|                     |              | HWN ENERGY    |             | 75.00000000            |

|        |            |    |                   |         |            |   |     |             |                                 |
|--------|------------|----|-------------------|---------|------------|---|-----|-------------|---------------------------------|
| M00384 | LIC        | CR | Eff: Mar 16, 1995 | 640.000 | C00206     | E | Yes | WI          | Area : KARR                     |
| Sub: C | WI         |    | Exp: Mar 15, 1999 | 640.000 | RAZOR      |   |     | 25.00000000 | TWP 65 RGE 2 W6M N24, SE24, SEC |
| ACTIVE | 5495030173 |    | Ext: 15           | 160.000 | HWN ENERGY |   |     | 75.00000000 | 25, N26, W36                    |
|        | HWN ENERGY |    |                   |         |            |   |     |             | PNG BELOW BASE BLUESKY-BULLHEAD |

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00384

Sub: C

100.00000000 HWN ENERGY

Count Acreage = No

Total Rental: 0.00

TO BASE BELLOY

| Status             | Hectares | Net   | Hectares | Net     | Related Contracts          |
|--------------------|----------|-------|----------|---------|----------------------------|
| NON PRODUCINGProd: | 0.000    | 0.000 | 640.000  | 160.000 | C00206 E POOL May 19, 1994 |
| UNDEVELOPED Dev:   | 0.000    | 0.000 | 640.000  | 160.000 | PS0003 A P&S Apr 19, 2017  |
| Prov:              | 0.000    | 0.000 | 0.000    | 0.000   |                            |

**Royalty / Encumbrances**

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction: STANDARD |              |               |             |                        |
| Gas: Royalty:       | Min Pay:     |               |             | Prod/Sales:            |
| S/S OIL: Min:       | Div:         |               |             | Prod/Sales:            |
| Other Percent:      | Min:         |               |             | Prod/Sales:            |
| Paid to: LESSOR (M) | Paid by: WI  |               | (C)         |                        |
| AB ENERGY           | RAZOR        | 100.00000000  |             | 25.00000000            |
|                     | HWN ENERGY   |               |             | 75.00000000            |

|        |            |    |                   |        |            |   |     |             |                               |
|--------|------------|----|-------------------|--------|------------|---|-----|-------------|-------------------------------|
| M00384 | LIC        | CR | Eff: Mar 16, 1995 | 64.000 | C00206     | A | Yes | WI          | Area : KARR                   |
| Sub: B | WI         |    | Exp: Mar 15, 1999 | 64.000 | RAZOR      |   |     | 25.00000000 | TWP 65 RGE 2 W6M NW25         |
| ACTIVE | 5495030173 |    | Ext: 15           | 16.000 | HWN ENERGY |   |     | 75.00000000 | PNG BELOW BASE BELLOY TO BASE |
|        | HWN ENERGY |    |                   |        |            |   |     |             | BEAVERHILL_LAKE               |

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 75  
\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00384  
Sub: B  
100.00000000 HWN ENERGY

Total Rental: 224.00

| Status    | Hectares | Net    | Hectares | Net   | Related Contracts   |
|-----------|----------|--------|----------|-------|---|
| PRODUCING | 64.000   | 16.000 | 0.000    | 0.000 | C00206 A POOL May 19, 1994  |
| DEVELOPED | 64.000   | 16.000 | 0.000    | 0.000 | PS0003 A P&S Apr 19, 2017   |
| Prov:     | 0.000    | 0.000  | 0.000    | 0.000 | ----- Well U.W.I. Status/Type -----<br>100/13-25-065-02-W6/00 PRODUCING/OIL |

**Royalty / Encumbrances**

| Royalty Type        | Product Type  | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|---------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL           | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |               |               |             |                        |
| Deduction:          | STANDARD      |               |             |                        |
| Gas: Royalty:       |               | Min Pay:      |             | Prod/Sales:            |
| S/S OIL: Min:       |               | Div:          |             | Prod/Sales:            |
| Other Percent:      |               | Min:          |             | Prod/Sales:            |
| Paid to: LESSOR (M) |               | Paid by: WI   | (C)         |                        |
| AB ENERGY           | 100.000000000 | RAZOR         |             | 25.000000000           |
|                     |               | HWN ENERGY    |             | 75.000000000           |

| File Number | Lse Type        | CR | Eff: | Mar 03, 1994 | 64.000 | C00206     | D | Yes | BPP           | RENT         | Area : KARR                 |
|-------------|-----------------|----|------|--------------|--------|------------|---|-----|---------------|--------------|-----------------------------|
| M00378      | PNG             | CR | Exp: | Mar 02, 1998 | 64.000 | RAZOR      |   |     |               | 50.000000000 | TWP 65 RGE 2 W6M SW35       |
| Sub: A      | PEN             |    | Ext: | 15           | 0.000  | HWN ENERGY |   |     | 100.000000000 | 50.000000000 | (100/06-35-065-02W6 PENALTY |
| ACTIVE      | 5494030029      |    |      |              |        | HWN ENERGY |   |     |               |              | WELL ONLY)                  |
|             | PARAMOUNT RESOU |    |      |              |        |            |   |     |               |              |                             |

**RAZOR ENERGY CORP.  
Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M00378

Sub: A

100.00000000 HWN ENERGY Count Acreage = No

Total Rental: 224.00

| Status        | Hectares | Net    | Hectares | Net   |
|---------------|----------|--------|----------|-------|
| NON PRODUCING | 0.000    | 0.000  | 64.000   | 0.000 |
| DEVELOPED     | 64.000   | 0.000  | 0.000    | 0.000 |
| Prov:         | 0.000    | 0.000  | 0.000    | 0.000 |
|               |          | NProd: |          |       |
|               |          | Undev: |          |       |
|               |          | NProv: |          |       |

----- Related Contracts -----  
C00206 D POOL May 19, 1994  
PS0003 A P&S Apr 19, 2017

----- Well U.W.I. Status/Type -----  
100/06-35-065-02-W6/00 SUSP/OIL

**Royalty / Encumbrances**

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

Paid to: LESSOR (M) 100.000000000  
AB ENERGY  
Paid by: BPP (C)  
RAZOR  
HWN ENERGY 100.000000000  
HWN ENERGY

|        |     |    |                   |         |        |   |    |             |                         |
|--------|-----|----|-------------------|---------|--------|---|----|-------------|-------------------------|
| M00378 | PNG | CR | Eff: Mar 03, 1994 | 256.000 | C00224 | C | No | WI          | Area : KARR             |
| Sub: B | WI  |    | Exp: Mar 02, 1998 | 256.000 | RAZOR  |   |    | 50.00000000 | TWP 65 RGE 2 W6M SEC 35 |

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

|               |            |                    |                    |            |              |                              |
|---------------|------------|--------------------|--------------------|------------|--------------|------------------------------|
| M00378        |            |                    |                    |            |              |                              |
| <b>Sub:</b> B |            |                    |                    |            |              |                              |
| ACTIVE        | 5494030029 | Ext: 15            | 128.000            | HWN ENERGY | 50.000000000 | PNG TO BASE BLUESKY-BULLHEAD |
|               | HWN ENERGY |                    |                    |            |              |                              |
| 100.00000000  | HWN ENERGY | Count Acreage = No | Total Rental: 0.00 |            |              |                              |

----- Related Contracts -----  
 C00224 C JOA Mar 28, 2011  
 PS0003 A P&S Apr 19, 2017

| Status             | Hectares | Net   | Hectares | Net     |
|--------------------|----------|-------|----------|---------|
| NON PRODUCINGProd: | 0.000    | 0.000 | NProd:   | 256.000 |
| UNDEVELOPED        | 0.000    | 0.000 | Undev:   | 256.000 |
| Prov:              | 0.000    | 0.000 | NProv:   | 0.000   |

**Royalty / Encumbrances**

| Royalty Type        | Product Type  | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|---------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL           | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |               |               |             |                        |
| Deduction: STANDARD |               |               |             |                        |
| Gas: Royalty:       |               | Min Pay:      |             | Prod/Sales:            |
| S/S OIL: Min:       | Max:          | Div:          |             | Prod/Sales:            |
| Other Percent:      |               | Min:          |             | Prod/Sales:            |
| Paid to: LESSOR (M) |               | Paid by: WI   | (C)         |                        |
| AB ENERGY           | 100.000000000 | RAZOR         |             | 50.000000000           |
|                     |               | HWN ENERGY    |             | 50.000000000           |

|               |     |    |                   |         |        |   |     |              |                            |
|---------------|-----|----|-------------------|---------|--------|---|-----|--------------|----------------------------|
| M00378        | PNG | CR | Eff: Mar 03, 1994 | 192.000 | C00206 | A | Yes | WI           | Area : KARR                |
| <b>Sub:</b> C | WI  |    | Exp: Mar 02, 1998 | 192.000 | RAZOR  |   |     | 25.000000000 | TWP 65 RGE 2 W6M N35, SE35 |

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
 Page Number: 78  
 \*\*REPORTED IN HECTARES\*\*

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

|               |            |            |               |            |  |              |  |
|---------------|------------|------------|---------------|------------|--|--------------|--|
| M00378        | Sub: C     |            |               |            |  |              |  |
| ACTIVE        | 5494030029 | HWN ENERGY | 48.000        | HWN ENERGY |  | 75.000000000 | PNG BELOW BASE BELLOY TO BASE<br>BEAVERHILL_LAKE |
| 100.000000000 | Ext: 15    | HWN ENERGY | Total Rental: | 672.00     |  |              |  |

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00206 A | POOL | May 19, 1994 |
| PS0003 A | P&S  | Apr 19, 2017 |

| Status        | Hectares | Net   | Hectares | Net    |
|---------------|----------|-------|----------|--------|
| NON PRODUCING | 0.000    | 0.000 | 192.000  | 48.000 |
| UNDEVELOPED   | 0.000    | 0.000 | 192.000  | 48.000 |
| Prov:         | 0.000    | 0.000 | 0.000    | 0.000  |

Royalty / Encumbrances

| Royalty Type        | Product Type  | Sliding Scale | Convertible | % of Prod/Sales         |
|---------------------|---------------|---------------|-------------|-------------------------|
| CROWN SLIDING SCALE | ALL           | Y             | N           | 100.000000000 % of PROD |
| Roy Percent:        |               |               |             |                         |
| Deduction:          | STANDARD      |               |             |                         |
| Gas: Royalty:       |               | Min Pay:      |             | Prod/Sales:             |
| S/S OIL: Min:       |               | Div:          |             | Prod/Sales:             |
| Other Percent:      |               | Min:          |             | Prod/Sales:             |
| Paid to: LESSOR (M) |               | Paid by: WI   | (C)         |                         |
| AB ENERGY           | 100.000000000 | RAZOR         |             | 25.000000000            |
|                     |               | HWN ENERGY    |             | 75.000000000            |

|        |     |    |                   |        |        |   |     |              |                       |
|--------|-----|----|-------------------|--------|--------|---|-----|--------------|-----------------------|
| M00378 | PNG | CR | Eff: Mar 03, 1994 | 64.000 | C00206 | A | Yes | WI           | Area : KARR           |
| Sub: D | WI  |    | Exp: Mar 02, 1998 | 64.000 | RAZOR  |   |     | 25.000000000 | TWP 65 RGE 2 W6M SW35 |



# RAZOR ENERGY CORP. Mineral Property Report

Report Date: May 02, 2024

Page Number: 79

\*\*REPORTED IN HECTARES\*\*

| File Number   | Lse Type               | Lessor Type      | Exposure | Oper.Cont.         | ROFR           | DOI Code     | Lease Description / Rights Held  |
|---------------|------------------------|------------------|----------|--------------------|----------------|--------------|--|
| File Status   | Int Type / Lse No/Name | Operator / Payor | Gross    | Net                | Doi Partner(s) | *            | *  |
| M00378        |                        |                  |          |                    |                |              |  |
| <b>Sub:</b> D |                        |                  |          |                    |                |              |  |
| ACTIVE        | 5494030029             | Ext: 15          | 16.000   | HWN ENERGY         |                | 75.000000000 | PNG BELOW BASE BELLOY TO BASE<br>BEAVERHILL_LAKE<br>(EXCL PENALTY WELL<br>100/06-35-065-02W6/00) |
| 100.000000000 | HWN ENERGY             |                  |          | Total Rental: 0.00 |                |              | ----- Related Contracts -----<br>C00206 A POOL May 19, 1994<br>PS0003 A P&S Apr 19, 2017         |

(cont'd)

M00378

**Sub:** D

ACTIVE

5494030029

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

HWN ENERGY

### Royalty / Encumbrances

| Royalty Type               | Product Type | Sliding Scale          | Convertible | % of Prod/Sales        |
|----------------------------|--------------|------------------------|-------------|------------------------|
| CROWN SLIDING SCALE        | ALL          | Y                      | N           | 100.00000000 % of PROD |
| <b>Roy Percent:</b>        |              |                        |             |                        |
| <b>Deduction:</b>          | STANDARD     |                        |             |                        |
| <b>Gas: Royalty:</b>       |              | <b>Min Pay:</b>        |             | <b>Prod/Sales:</b>     |
| <b>S/S OIL: Min:</b>       |              | <b>Div:</b>            |             | <b>Prod/Sales:</b>     |
| <b>Other Percent:</b>      |              | <b>Min:</b>            |             | <b>Prod/Sales:</b>     |
| <b>Paid to:</b> LESSOR (M) |              | <b>Paid by:</b> WI (C) |             |                        |
| AB ENERGY                  |              | RAZOR                  |             | 25.00000000            |
|                            |              | HWN ENERGY             |             | 75.00000000            |

Area : KARR  
TWP 65 RGE 2 W6M SEC 35

WI  
25.00000000

Yes  
E C00206

RAZOR  
256.000

Exp: Mar 02, 1998

CR  
PNG

M00378

**RAZOR ENERGY CORP.  
Mineral Property Report**

Report Date: May 02, 2024  
Page Number: 80  
\*\*REPORTED IN HECTARES\*\*

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

|              |            |                    |        |                    |  |             |  |
|--------------|------------|--------------------|--------|--------------------|--|-------------|--|
| M00378       | Sub: E     |                    |        |                    |  |             |  |
| ACTIVE       | 5494030029 | HWN ENERGY         | 64,000 | HWN ENERGY         |  | 75.00000000 | PNG BELOW BASE BLUESKY-BULLHEAD TO BASE BELLOY |
| 100.00000000 | HWN ENERGY | HWN ENERGY         |        | Total Rental: 0.00 |  |             |  |
|              | Ext: 15    | Count Acreage = No |        |                    |  |             |  |

----- Related Contracts -----

|          |      |              |
|----------|------|--------------|
| C00206 E | POOL | May 19, 1994 |
| PS0003 A | P&S  | Apr 19, 2017 |

Royalty / Encumbrances

| Royalty Type        | Product Type | Sliding Scale | Convertible | % of Prod/Sales        |
|---------------------|--------------|---------------|-------------|------------------------|
| CROWN SLIDING SCALE | ALL          | Y             | N           | 100.00000000 % of PROD |
| Roy Percent:        |              |               |             |                        |
| Deduction:          | STANDARD     |               |             |                        |
| Gas: Royalty:       |              | Min Pay:      |             | Prod/Sales:            |
| S/S OIL: Min:       |              | Div:          |             | Prod/Sales:            |
| Other Percent:      |              | Min:          |             | Prod/Sales:            |
| Paid to: LESSOR (M) |              | Paid by: WI   | (C)         |                        |
| AB ENERGY           | 100.00000000 | RAZOR         |             | 25.00000000            |
|                     |              | HWN ENERGY    |             | 75.00000000            |

Report Date: May 02, 2024  
 Page Number: 81

**RAZOR ENERGY CORP.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

| File Number          | Lse Type               | Lessor Type | Exposure Gross    | Oper.Cont.     | ROFR                 | DOI Code  | Lease Description / Rights Held |
|----------------------|------------------------|-------------|-------------------|----------------|----------------------|-----------|---------------------------------|
| File Status          | Int Type / Lse No/Name |             | Net               | Doi Partner(s) | *                    | *         |                                 |
| Mineral Int          | Operator / Payor       |             |                   |                |                      |           |                                 |
| <b>Report Total:</b> | <b>Total Gross:</b>    | 5,760.000   | <b>Total Net:</b> | 1,597.328      |                      |           |                                 |
|                      | <b>Prod Gross:</b>     | 2,944.000   | <b>Prod Net:</b>  | 913.279        | <b>NProd Gross:</b>  | 2,816.000 | <b>NProd Net:</b> 684.049       |
|                      | <b>Dev Gross:</b>      | 3,392.000   | <b>Dev Net:</b>   | 1,001.279      | <b>Undev Gross :</b> | 2,368.000 | <b>Undev Net :</b> 596.049      |
|                      | <b>Prov Gross:</b>     | 0.000       | <b>Prov Net:</b>  | 0.000          | <b>NProv Gross:</b>  | 0.000     | <b>NProv Net:</b> 0.000         |

\*\* End of Report \*\*

**SCHEDULE A-2**

**Wells**

See attached Well List comprising 3 pages.





|                           |        |                        |         |                            |         |                |                 |       |                   |            |              |
|---------------------------|--------|------------------------|---------|----------------------------|---------|----------------|-----------------|-------|-------------------|------------|--------------|
| KAYBOB NON-UNIT (AB)      | 002118 | 102/16-34-063-26W5M/02 | 0229471 | TRILogy RH102 SIMON 16-    | UNKNOWN | ABANDONED      | PARAMOUNT RESOU | 21396 | WORKING INTEREST  | GENOVUS    | 26.250000000 |
| KAYBOB NON-UNIT (AB)      | 002118 | 102/16-34-063-26W5M/02 | 0229471 | TRILogy RH102 SIMON 16-    | UNKNOWN | ABANDONED      | PARAMOUNT RESOU | 21396 | WORKING INTEREST  | HWN ENERGY | 51.875000000 |
| KAYBOB NON-UNIT (AB)      | 002118 | 102/16-34-063-26W5M/02 | 0229471 | TRILogy RH102 SIMON 16-    | UNKNOWN | ABANDONED      | PARAMOUNT RESOU | 21396 | WORKING INTEREST  | RAZOR      | 21.875000000 |
| KARR (AB)                 | 002120 | 100/07-14-065-02W6M/02 | 0173049 | TRILogy KARR 6-14-65-2     | OIL     | SUSPENDED      | PARAMOUNT RESOU | 21432 | WORKING INTEREST  | HWN ENERGY | 75.000000000 |
| KARR (AB)                 | 002120 | 100/07-14-065-02W6M/02 | 0173049 | TRILogy KARR 6-14-65-2     | OIL     | SUSPENDED      | PARAMOUNT RESOU | 21432 | WORKING INTEREST  | RAZOR      | 25.000000000 |
| KAYBOB NON-UNIT (AB)      | 002122 | 100/16-29-063-26W5M/00 | 0209841 | DAYLIGHT SIMON 16-29-63-   | OIL     | SUSPENDED      | SINOPEC CANADA  | 21449 | BEFORE PAYOUT     | HWN ENERGY | 20.000000000 |
| KAYBOB NON-UNIT (AB)      | 002122 | 100/16-29-063-26W5M/00 | 0209841 | DAYLIGHT SIMON 16-29-63-   | OIL     | SUSPENDED      | SINOPEC CANADA  | 21449 | BEFORE PAYOUT     | RAZOR      | 20.000000000 |
| KAYBOB NON-UNIT (AB)      | 002122 | 100/16-29-063-26W5M/00 | 0209841 | DAYLIGHT SIMON 16-29-63-   | OIL     | SUSPENDED      | SINOPEC CANADA  | 21449 | BEFORE PAYOUT     | SINOPEC    | 60.000000000 |
| SIMONETTE BHL B POOL (AB) | 002124 | 100/07-24-064-27W5M/02 | 0174216 | TRILogy SIMON 7-24-64-27   | UNKNOWN | ABANDONED ZONE | PARAMOUNT RESOU | 21408 | UNIT INTEREST     | HWN ENERGY | 73.661000000 |
| SIMONETTE BHL B POOL (AB) | 002124 | 100/07-24-064-27W5M/02 | 0174216 | TRILogy SIMON 7-24-64-27   | UNKNOWN | ABANDONED ZONE | PARAMOUNT RESOU | 21408 | UNIT INTEREST     | RAZOR      | 26.339000000 |
| KAYBOB NON-UNIT (AB)      | 002126 | 100/09-03-064-26W5M/00 | 0195546 | TRILogy ET AL SIMON 9-3-   | UNKNOWN | STANDING       | TRILogy RES LTD | 21457 | WORKING INTEREST  | HWN ENERGY | 65.000000000 |
| KAYBOB NON-UNIT (AB)      | 002126 | 100/09-03-064-26W5M/00 | 0195546 | TRILogy ET AL SIMON 9-3-   | UNKNOWN | STANDING       | TRILogy RES LTD | 21457 | WORKING INTEREST  | RAZOR      | 35.000000000 |
| KAYBOB NON-UNIT (AB)      | 002128 | 100/02-31-064-26W5M/00 | 0170877 | RAX ET AL SIMONETTE 2-31-0 | OIL     | ABANDONED      | CNRL            | 21386 | RECLAMATION COSTS | CNRL       | 67.000000000 |
| KAYBOB NON-UNIT (AB)      | 002128 | 100/02-31-064-26W5M/00 | 0170877 | RAX ET AL SIMONETTE 2-31-0 | OIL     | ABANDONED      | CNRL            | 21386 | RECLAMATION COSTS | RAZOR      | 33.000000000 |
| SIMONETTE BHL A POOL (AB) | 002135 | 100/03-16-064-26W5M/00 | 0398697 | TRILogy ET AL SIMON 3-16-  | OIL     | SUSPENDED      | PARAMOUNT RESOU | 21400 | UNIT INTEREST     | HWN ENERGY | 64.494500000 |
| SIMONETTE BHL A POOL (AB) | 002135 | 100/03-16-064-26W5M/00 | 0398697 | TRILogy ET AL SIMON 3-16-  | OIL     | SUSPENDED      | PARAMOUNT RESOU | 21400 | UNIT INTEREST     | RAZOR      | 35.506500000 |
| SIMONETTE BHL B POOL (AB) | 002137 | 100/07-23-064-27W5M/00 | 0398309 | TRILogy ET AL SIMON 7-23-  | OIL     | SUSPENDED      | PARAMOUNT RESOU | 21408 | UNIT INTEREST     | HWN ENERGY | 73.661000000 |
| SIMONETTE BHL B POOL (AB) | 002137 | 100/07-23-064-27W5M/00 | 0398309 | TRILogy ET AL SIMON 7-23-  | OIL     | SUSPENDED      | PARAMOUNT RESOU | 21408 | UNIT INTEREST     | RAZOR      | 26.339000000 |

**SCHEDULE A-3**

**Surface Rights**

NIL



**SCHEDULE A-4**

**Pipelines**

NIL

**SCHEDULE A-5**

**Facilities**

See attached Facilities List comprising 1 page.

| FILE   | LOCATION     | LICENCE | NAME                   | OPERATOR   | GOV AGMT | RZR INT % |
|--------|--------------|---------|------------------------|------------|----------|-----------|
| 000112 | 161706426W5M | F14222  | BATTERY 16-17-064-26W5 | HWN ENERGY | JF00021  | 31.940%   |
| 000111 | 061406502W6M | F14431  | BATTERY 06-14-065-02W6 | HWN ENERGY | JF00018  | 25.000%   |

**SCHEDULE B**

**Form of Sale Approval and Vesting Order**

*[see attached]*

Clerk's Stamp

COURT FILE NUMBER 2401-02680

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANTS IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF RAZOR ENERGY CORP., RAZOR HOLDINGS GP CORP., AND BLADE ENERGY SERVICES CORP.

DOCUMENT **APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
 McCarthy Tétrault LLP  
 4000, 421 - 7 Avenue SW  
 Calgary, AB T2P 4K9  
 Attention: Sean Collins / Pantelis Kyriakakis / Nathan Stewart  
 Phone: 403-260-3531 / 3536 / 3534  
 Fax: 403-260-3501  
 Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca / nstewar@mccarthy.ca

**DATE ON WHICH ORDER WAS PRONOUNCED:** July 17, 2024

**NAME OF JUDGE WHO MADE THIS ORDER:** Justice D.R. Mah

**LOCATION OF HEARING:** Edmonton, Alberta

**UPON** the Application (the "**Application**") of Razor Energy Corp. ("**Razor Energy**"), Razor Holdings GP Corp. ("**Razor Holdings**"), and Blade Energy Services Corp. ("**Blade**", Blade, Razor Holdings, and Razor Energy are collectively referred to as, the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., c. C-36, as amended (the "**CCAA**"), for an order approving the sale and corresponding transactions (collectively, the "**Transaction**") contemplated under the asset purchase and sale agreement, between Razor Energy, as vendor, and HNW Energy Ltd. (the "**Purchaser**"), as purchaser, dated June 27, 2024 (the "**APA**") appended, as Confidential Exhibit "**1**", to the Affidavit #8 of Doug Bailey, sworn on July •, 2024 (the "**Bailey #8 Affidavit**"), and vesting, in the Purchaser (or its nominee), all of Razor Energy's right, title, and interest in and to the assets described in the APA (collectively, the "**Purchased Assets**");

**AND UPON** having read the Amended and Restated Initial Order pronounced by Justice M.E. Burns on March 6, 2024 (the “**ARIO**”), in the within proceedings (the “**CCAA Proceedings**”), the Fifth Report of FTI Consulting Canada Inc., in its capacity as monitor of the Applicants (the “**Monitor**”), dated July ●, 2024 (the “**Monitor’s Fifth Report**”), and the Affidavit of Service of Katie Hynne, sworn on July ●, 2024 (the “**Service Affidavit**”); **AND UPON** hearing from counsel for the Applicants, counsel for the Monitor, and counsel to all other parties present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**DEFINED TERMS**

1. All capitalized terms not defined herein or in the Schedules hereto shall have the respective meanings as ascribed to such terms in the APA.

**APPROVAL OF TRANSACTION**

2. The APA is hereby approved, in its entirety. The Transaction is hereby approved and the execution of the APA, by Razor Energy, is hereby authorized, ratified, confirmed and approved, with such minor amendments as Razor Energy and the Purchaser may agree to, with the consent of the Monitor. Razor Energy is hereby authorized to complete the Transaction, subject to the terms of the APA, and Razor Energy and the Monitor are hereby authorized and directed to take such additional steps and Razor Energy is hereby authorized to execute such additional documents, all as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

**VESTING OF PROPERTY**

3. Upon delivery of a Monitor’s certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule “**A**” hereto (the “**Monitor’s Certificate**”), all of Razor Energy’s right, title, and interest, in and to the Purchased Assets, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, linear or non-linear municipal property tax claims under the *Municipal Government Act* (Alberta), interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered, or filed, and whether

secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the ARIO;
- (b) any charges, security interests, or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and,
- (d) those Claims listed in Schedule "**B**" hereto (all of which are collectively referred to as, the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants, as listed in Schedule "**C**" hereto (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims, including all Encumbrances, other than the Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged, and terminated, as and against the Purchased Assets.

4. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested, and directed to accept delivery of such Monitor's Certificate and a certified copy of this Order, as though they were originals and to register such transfers, interest authorizations, discharges, and statements of conveyance, as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets, subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) Alberta Energy ("**Energy Ministry**") shall and is hereby authorized, requested and directed to forthwith:
  - (i) cancel and discharge those Claims, including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order)

against the estate or interest of Razor Energy in and to any of the Purchased Assets which are located in the Province of Alberta; and

- (ii) transfer all of Razor Energy's interests in the Crown leases listed in Schedule "D" to this Order, as standing in the name of Razor Energy, to the Purchaser (or its nominee) free and clear of all Claims including all Encumbrances, but excluding all Permitted Encumbrances;
  - (b) the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming any security interests (other than Permitted Encumbrances) in the estate or interest of Razor Energy, in or against any of the Purchased Assets.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the APA. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations, against any of the Purchased Assets, of any Claims, including Encumbrances but excluding Permitted Encumbrances.
  6. The Monitor is authorized and directed to undertake and perform such activities and obligations as are contemplated to be undertaken or performed by the Monitor pursuant to this Order, the ARIO, the APA, or any ancillary document related thereto, and shall incur no liability in connection therewith, save and except for any gross negligence or wilful misconduct on its part.
  7. No authorization, approval, or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery, and performance, by Razor Energy of the APA.
  8. For the purposes of determining the nature and priority of all Claims, net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Certificate and all Claims (including Encumbrances



but excluding Permitted Encumbrances) shall not attach to, encumber, or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets, immediately prior to the Closing, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

9. Except as expressly provided for in the APA, this Order, or by section 5 of the *Alberta Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against Razor Energy.
10. Upon completion of the Transaction, Razor Energy and all persons who claim by, through or under Razor Energy in respect of the Purchased Assets, and all persons or entities having any Claims of any kind, whatsoever, in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped, and foreclosed from and permanently enjoined from pursuing, asserting, or claiming, any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim, whatsoever, in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other *indicia* of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit, without any interference of or by Razor Energy or any person claiming by, through, or against Razor Energy.
12. The Monitor is directed to file, with the Court, a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

### **MISCELLANEOUS MATTERS**

13. Notwithstanding:
  - (a) the pendency of these proceedings and any declaration of insolvency made herein;

- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “**BIA**”), in respect of the Applicants, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Applicants; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee), pursuant to this Order, shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction, under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 14. The Applicants, the Monitor, the Purchaser (or its nominee), and any other interested party, shall be at liberty to apply for further advice, assistance, and direction, as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 15. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist Razor Energy, the Monitor, and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory, and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to Razor Energy and the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist Razor Energy, the Monitor, and their agents in carrying out the terms of this Order.
- 16. Service of this Order shall be deemed good and sufficient by:
  - (a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
  - (ii) any other person served with notice of the application for this Order;
  - (iii) any other parties attending or represented at the application for this Order;
  - (iv) the Purchaser or the Purchaser's solicitors; and
- (b) Posting a copy of this Order on the Receiver's website at:  
<http://cfcanada.fticonsulting.com/razor-blade/>

and service on any other person is hereby dispensed with.

17. Service of this Order may be effected by facsimile, electronic mail, personal delivery, or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

---

Justice of the Court of King's Bench of Alberta

**SCHEDULE "A"**  
**FORM OF MONITOR'S CERTIFICATE**

|   |   |               |
|---|---|---------------|
| COURT FILE NUMBER   | 2401-02680  | Clerk's Stamp |
| COURT   | COURT OF KING'S BENCH OF ALBERTA  |               |
| JUDICIAL CENTRE   | CALGARY   |               |
| APPLICANTS  | <p>IN THE MATTER OF <i>THE COMPANIES' CREDITORS ARRANGEMENT ACT</i>, R.S.C. 1985, c. C-36, AS AMENDED</p> <p>AND IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF RAZOR ENERGY CORP., RAZOR HOLDINGS GP CORP., AND BLADE ENERGY SERVICES CORP.</p> |               |
| DOCUMENT  | <b>MONITOR'S CERTIFICATE</b>  |               |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | <p>Blake, Cassels &amp; Graydon LLP<br/>Suite 3500, Bankers Hall East<br/>855 – 2<sup>nd</sup> Street SW<br/>Calgary, AB T2P 4J8<br/>Attention: Kelly Bourassa<br/>Phone: 403-260-9697<br/>Email: kelly.bourassa@blakes.com</p>                             |               |

**RECITALS**

- A. Pursuant to an Amended and Restated Initial Order of the Honourable Justice M.E. Burns, of the Court of King's Bench of Alberta (the "**Court**"), dated March 6, 2024, FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of Razor Energy Corp., Razor Holdings GP Corp., and Blade Energy Services Corp.
- B. Pursuant to an Order of the Court dated July 17, 2024 (the "**Approval and Vesting Order**"), the Court approved the asset purchase and sale agreement, dated June 27, 2024 (the "**APA**") between Razor Energy Corp. ("**Razor Energy**"), as vendor, and HNW Energy Ltd. (the "**Purchaser**"), as purchaser, and provided for the vesting, in the Purchaser, of all of Razor Energy's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor, to the Purchaser, of a certificate confirming: (i) the payment, by the Purchaser, of the Purchase Price for the Purchased Assets; (ii) that all conditions to the Closing of the APA

have been satisfied or waived by Razor Energy and the Purchaser; and, (iii) the Transaction has been completed to the satisfaction of the Monitor.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order.

**THE MONITOR CERTIFIES** the following:

1. The Monitor has been advised, by counsel to the Purchaser and counsel to Razor Energy, that:
  - (a) the Purchaser (or its nominee) has paid, and Razor Energy has received the Purchase Price for the Purchased Assets, in accordance with and as contemplated by the terms of the APA; and,
  - (b) the conditions to the closing of the APA have been satisfied or waived by Razor Energy and the Purchaser (or its nominee).
2. The Transaction has been completed to the satisfaction of the Monitor.
3. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

**FTI CONSULTING CANADA INC., in its capacity as the monitor of RAZOR ENERGY CORP., RAZOR HOLDINGS GP CORP., AND BLADE ENERGY SERVICES CORP. and not in its personal or corporate capacity.**

Per: \_\_\_\_\_

Name:

Title:

**SCHEDULE "B"  
ENCUMBRANCES**

**Alberta Personal Property Registry Encumbrances:**

| Registration No. | Registration Type  | Registration Date | Secured Party   |
|------------------|--------------------|-------------------|---|
| 20061026338      | Security Agreement | 2020-Jun-10       | Paramount Resources Ltd.<br>2800, 421 – 7 <sup>th</sup> Avenue SW<br>Calgary, AB T2P 4K9<br><br>Email: Mitch.Shier@paramountres.com<br><br>HNW Energy Ltd.<br>Suite 1000, 207 9th Avenue SW<br>Calgary, AB T2P 1K3<br><br>Email: joberg@hwnenergy.com |
| 23010422904      | Security Agreement | 2023-Jan-04       | Paramount Resources Ltd.<br>2800, 421 – 7 <sup>th</sup> Avenue SW<br>Calgary, AB T2P 4K9<br><br>Email: Mark.Franko@paramountres.com<br><br>HNW Energy Ltd.<br>Suite 1000, 207 9th Avenue SW<br>Calgary, AB T2P 1K3<br><br>Email: joberg@hwnenergy.com |
| 23010422932      | Security Agreement | 2023-Jan-04       | Paramount Resources Ltd.<br>2800, 421 – 7 <sup>th</sup> Avenue SW<br>Calgary, AB T2P 4K9<br><br>Email: Mark.Franko@paramountres.com<br><br>HNW Energy Ltd.<br>Suite 1000, 207 9th Avenue SW<br>Calgary, AB T2P 1K3<br><br>Email: joberg@hwnenergy.com |
| 23010422964      | Security Agreement | 2028-Jan-04       | Paramount Resources Ltd.<br>2800, 421 – 7 <sup>th</sup> Avenue SW<br>Calgary, AB T2P 4K9<br><br>Email: Mark.Franko@paramountres.com   |

| Registration No. | Registration Type | Registration Date | Secured Party   |
|------------------|-------------------|-------------------|---|
|                  |                   |                   | HNW Energy Ltd.<br>Suite 1000, 207 9th Avenue SW<br>Calgary, AB T2P 1K3<br><br>Email: joberg@hwnenergy.com                          |
| 23010423005      | Land Charge       | 2023-Jan-04       | Paramount Resources Ltd.<br>2800, 421 – 7 <sup>th</sup> Avenue SW<br>Calgary, AB T2P 4K9<br><br>Email: Mark.Franko@paramountres.com |

**Encumbrances Registered with the Alberta Department or Minister of Energy:**

NIL

**SCHEDULE "C"**  
**PERMITTED ENCUMBRANCES**

**"Permitted Encumbrances"** includes any of the following:

- (i) any overriding royalties, net profits interest, and other burdens, which are provided for under the Title Documents or as listed in Schedule "A" to the APA and which arise, accrue, and become due and owing after Closing;
- (ii) the terms and conditions of the Title Documents, including:
  - a. ROFRs,
  - b. the requirement to pay any rentals or royalties to the grantor thereof, to maintain the Title Documents in good standing, and any royalty or other burden reserved to the grantor thereof, or
  - c. any gross royalty trusts applicable to the grantor's interest in any of the Title Documents,

provided that, any such rentals, royalties, net profit interests, and other burdens contemplated in this subparagraph (ii) must be listed in Schedule "A" to the APA and must arise, accrue, and become due and owing after Closing, to qualify as a Permitted Encumbrance;

- (iii) the right reserved to or vested in any grantor, Governmental Authority, or other public authority, by the terms of any Title Document or by Applicable Laws to terminate any Title Document;
- (iv) easements, rights of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (v) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded, and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Purchased Assets;



- (vi) agreements for the sale, processing, transmission, or transportation, of Petroleum Substances entered into by Razor Energy subsequent to the date of the APA;
- (vii) any obligation of Razor Energy to hold any portion of their interest in and to any of the Purchased Assets, in trust for Third Parties;
- (viii) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Purchased Assets, in any manner, including governmental requirements imposed by statute or Governmental Authorities as to rates of production from operations or otherwise affecting recoverability of Petroleum Substances;
- (ix) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Purchased Assets, as regards to Razor Energy's share of the costs and expenses thereof which arise, accrue, and become due and owing after Closing;
- (x) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xi) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations, following Closing of the APA, that are listed in Schedule "A" of the APA;
- (xii) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority; and,
- (xiii) liens granted in the ordinary course of business to a public utility, municipality, or Governmental Authority, with respect to operations pertaining to any of the Purchased Assets as regards Razor Energy's share of amounts owing to such public utility, municipality, or Governmental Authority, which are not due or delinquent as of Closing.

**SCHEDULE "D"  
CROWN LEASES**

0581040036  
O58104A036  
O595010789  
0591010340  
0591010339  
0595040397  
0594101101  
0501040212  
0593110756  
0596100872  
0593100402  
0589080448  
5494080101  
5495060031  
0597100887  
5495030173  
5494030029

## SCHEDULE C

### Form of General Conveyance, Assignment and Assumption Agreement

#### GENERAL CONVEYANCE, ASSIGNMENT, AND ASSUMPTION AGREEMENT

This General Conveyance, Assignment, and Assumption Agreement (this "**Agreement**") is made as of the [•] day of [•], 2024.

**BETWEEN:**

**RAZOR ENERGY CORP.**, a corporation existing under the laws of Alberta (herein referred to as the "**Vendor**")

- and -

**HWN ENERGY LTD.**, a corporation existing under the laws of Alberta (herein referred to as the "**Purchaser**")

**RECITALS:**

- A. In accordance with the terms of that certain Asset Purchase and Sale Agreement dated as of June 27, 2024, by and between the Vendor and the Purchaser (the "**Purchase Agreement**"), the Vendor has agreed to sell, assign, and transfer the Assets to the Purchaser and the Purchaser has agreed to purchase the Assets from the Vendor;
- B. the Purchaser has agreed to assume the Assumed Liabilities; and
- C. this Agreement is delivered pursuant to the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration now paid by the Purchaser to the Vendor pursuant to the Purchase Agreement (the receipt and sufficiency of which is hereby acknowledged by the Vendor) the parties hereto agree as follows:

**1. Definitions**

All capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement.

**2. Certain Rules of Interpretation**

- (i) In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (ii) The division of this Agreement into Sections and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (iii) The terms "hereof," "hereunder," and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.

- (iv) Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections of this Agreement.
- (v) The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

### **3. Conveyance**

The Vendor hereby sells, transfers, assigns, conveys and delivers to the Purchaser, and the Purchaser hereby purchases, accepts and receives from the Vendor, upon the terms and subject to the conditions of the Purchase Agreement, the Vendor's Interest in and to the Assets, free and clear of any and all Claims, other than Permitted Encumbrances, as applicable, with effect as of the Closing on the date hereof, to have and to hold the Assets and all such right, title, interest, property, claim, and demand unto and to the use of the Purchaser.

### **4. Assumption of Assumed Liabilities**

Effective as of the Closing on the date hereof, the Purchaser hereby assumes and agrees to pay, perform, and discharge, when due, the Assumed Liabilities.

### **5. Further Assurances**

Each of the Parties hereto from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

### **6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties consent to the jurisdiction and venue of the courts of Alberta for the resolution of any such dispute arising under this Agreement.

### **7. Entire Agreement**

This Agreement, the Purchase Agreement, and the documents referred to therein and contemplated thereby constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement, the Purchase Agreement, the Confidentiality Agreement and the documents referred to therein and contemplated thereby.

### **8. Successors and Assigns**

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

**9. Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

**10. Amendments**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party. Any amendment effected in accordance with this Section 10 will be binding upon the Parties and their respective successors and permitted assigns.

**11. Paramountcy**

This Agreement is delivered pursuant to, and is subject to, all of the terms and conditions contained in the Purchase Agreement. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

**12. Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

**[Signature Page Follows.]**

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**RAZOR ENERGY CORP.**

Per: \_\_\_\_\_  
Name: Doug Bailey  
Title: President and CEO

**HWN ENERGY LTD.**

Per: \_\_\_\_\_  
Name: John Oberg  
Title: Chief Executive Officer

**SCHEDULE D**

**Form of Deposit Escrow Agreement**

Attached

## DEPOSIT ESCROW AGREEMENT

**THIS DEPOSIT ESCROW AGREEMENT** (the “**Agreement**”) is dated as of \_\_\_\_\_, 2024.

among:

**RAZOR ENERGY CORP.**

a corporation existing under the laws of Alberta (the “**Vendor**”)

and

**HWN ENERGY LTD.**

a corporation existing under the laws of Alberta (the “**Purchaser**”)

and

**MCCARTHY TETRAULT LLP**

a limited liability partnership formed under the laws of the Province of Alberta for the practice of law and having an office in Calgary, Alberta (the “**Escrow Agent**”)

(each a “**Party**” and collectively the “**Parties**”)

Recitals:

- A. Pursuant to an Agreement of Purchase and Sale dated June 27, 2024 between Vendor and Purchaser (the “**Purchase and Sale Agreement**”), Vendor agreed to sell the Assets and Purchaser agreed to purchase the Assets on the terms specified in the Sale Agreement.
- B. Vendor has agreed to place \$ [REDACTED] (the “**Escrow Amount**”), representing the Deposit, in escrow with the Escrow Agent on the date hereof pursuant to the Purchase and Sale Agreement.
- C. The Escrow Agent is willing to continue to hold the Escrow Amount in escrow on behalf of Purchaser and Vendor subject to the terms and conditions of this Agreement.

The Parties agree as follows:

### 1. Definitions

Capitalized terms used and not defined herein (including the recitals) shall have the meanings attributed to them in the Purchase and Sale Agreement.

### 2. Article, Section and Exhibit References

The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Except as otherwise expressly provided, a reference in



this Agreement to an “Article”, “Section”, “subsection”, “paragraph” or “Exhibit” is a reference to an article, section, subsection, paragraph or exhibit to this Agreement.

### **3. Included Words**

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and vice versa, and words suggesting one gender shall be construed as suggesting other genders. Where the words “including” or “includes” appear in this Agreement, including the Schedules, those words mean “including (or includes) without limitation”.

### **4. Business Day**

Whenever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following.

### **5. Appointment of Escrow Agent**

Vendor and Purchaser appoint the Escrow Agent to act as the escrow agent to hold the Escrow Amount upon and subject to the terms of this Agreement and the Escrow Agent accepts such appointment. Upon receipt of the Escrow Amount from Purchaser, the Escrow Agent shall acknowledge, by giving prompt written notice to each of Vendor and Purchaser, the receipt of the Escrow Amount pursuant to the Purchase and Sale Agreement. The Escrow Agent shall hold the Escrow Amount in trust for Vendor and Purchaser until authorized for release in accordance with the provisions of this Agreement. Except as specifically provided for in this Agreement, the Escrow Agent shall not release, deliver, give-up possession of or otherwise deal with the Escrow Amount in any way.

### **6. Interest**

The Escrow Amount shall be held in escrow by the Escrow Agent deposited in a trust account. If any interest is earned on the Escrow Amount that is credited to such deposit, the interest shall be dealt with in the same manner as the Escrow Amount. Escrow Agent makes no representation as to the yield available upon the Escrow Amount and shall bear no liability for any failure to achieve the maximum possible yield from the Escrow Amount. The Party receiving interest, if any, on the Escrow Amount shall pay all income and other taxes applicable thereto or exigible thereon.

### **7. Disposition of Escrow Amount**

Upon receipt by the Escrow Agent of a written direction signed by Purchaser and Vendor substantially in the same form attached as Exhibit A, Escrow Agent is hereby irrevocably authorized and directed to pay the Escrow Amount (or an authorized portion thereof, as applicable) and interest accrued thereon, if any, in accordance with such written direction. The Escrow Agent shall have no obligation to make any determination as to the validity of any such direction or any claim made by any Party for entitlement to the Escrow Amount and interest accrued thereon. The Escrow Agent shall be entitled to continue to hold the Escrow Amount and interest accrued thereon until the earlier of (i) such time as the Escrow Agent receives a written direction signed by Purchaser and Vendor as contemplated in this Section 7, (ii) the Escrow Agent is directed by final judgement of a court of competent jurisdiction as to the disposition of the Escrow Amount and interest accrued thereon, and (iii) the Escrow Agent interpleads the Escrow Amount and interest accrued thereon as contemplated in Section 8.

## 8. Dispute

The Escrow Agent shall have the right at any time (including, without limitation, if there is any dispute in respect of the entitlement of the Escrow Amount) to deposit the Escrow Amount and earned interest accrued thereon, if any, with the Accountant section of the Alberta Court of King's Bench in accordance with the Alberta Rules of Civil Procedure respecting interpleader or in such other manner or on such other grounds as such Court may direct. The Escrow Agent shall give written notice of any such deposit to Purchaser and Vendor immediately after such deposit is made.

## 9. No Agency

Vendor and Purchaser acknowledge that Escrow Agent is acting solely as escrow agent at their request and for their convenience and Escrow Agent shall not be deemed to be the agent of either Purchaser or Vendor in respect of the escrow herein referred to. The Escrow Agent shall not be liable to either Purchaser or Vendor for any error in judgement or for any act or omission on its part in respect of the escrow herein referred to unless such error in judgement, act or omission is made, taken or suffered in bad faith or involves gross negligence or wilful misconduct.

## 10. Indemnity

Purchaser and Vendor hereby jointly and severally agree to indemnify and hold the Escrow Agent and its partners, agents and employees (collectively, the “**Indemnitees**”) harmless from and against all costs, claims (including those from third parties), liabilities, losses, damages, fines, penalties and expenses, including out-of-pocket expenses, incidental expenses and reasonable and documented legal fees and expenses (the “**Losses**”) that may be imposed on, incurred by or asserted against the Indemnitees, or any of them, in connection with or arising from the performance of the Escrow Agent’s duties or rights hereunder; provided that this indemnity shall not extend to actions or omissions taken or suffered by the Escrow Agent in bad faith or involving gross negligence or wilful misconduct on the part of the Escrow Agent, having regard to the fact that the Escrow Agent is not engaged in the business of providing escrow services. This indemnity shall survive the termination of the escrow arrangements provided for in this Agreement.

## 11. Fees

Vendor shall pay to the Escrow Agent forthwith upon receipt of an invoice therefor the Escrow Agent’s accounts for time, disbursements and applicable goods and services taxes relating to the performance by Escrow Agent of its duties or rights hereunder or other work incidental to or contemplated pursuant to the terms of this Agreement.

## 12. Limitation on Duties

It is understood and agreed that the Escrow Agent’s only duties and obligations in respect of the Escrow Amount are expressly set out in this Agreement, and the Escrow Agent’s rights, duties, liabilities and immunities may not be altered with the Escrow Agent’s prior written consent. The Escrow Agent shall have the right to consult with independent counsel of its own choosing (if it deems such consultation advisable) and shall not be liable for any action taken, suffered or omitted to be taken by it if the Escrow Agent acts in accordance with the reasonable advice of such counsel. The Escrow Agent shall be protected if it acts upon any written or oral communication, notice, certificate or other instrument or document believed by the Escrow Agent to be genuine and to be properly given or executed without the necessity of verifying the truth or accuracy of the same or the authority of the person giving or executing the same.

### **13. Resignation of the Escrow Agent**

The Escrow Agent may, at any time, resign its obligations under this Agreement and be discharged from all further duties and liabilities hereunder by giving each of Purchaser and Vendor at least 10 days' notice in writing of its intention to resign or such shorter notice as Purchaser and Vendor may accept as sufficient. Purchaser and Vendor agree that they shall forthwith upon receipt of such notice appoint a new law firm to act in the place and stead of the Escrow Agent and if they fail to agree on such appointment, any of Purchaser, Vendor or the Escrow Agent may apply to a Justice of the Alberta Court of King's Bench on such notice as such Justice may direct for the appointment of a new escrow agent. Upon any new appointment, the new escrow agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as escrow agent and such new escrow agent shall enter into an agreement with Purchaser and Vendor agreeing to be bound by all of the provisions of this Agreement.

### **14. Discharge from Duties**

Upon disposing of the Escrow Amount and interest thereon, if any, in accordance with the provisions of this Agreement, the Escrow Agent shall be relieved and discharged from all claims and liabilities relating to the Escrow Amount and interest thereon, if any, and the Escrow Agent shall not be subject to any claims made by or on behalf of any Party, save any claims for prior actions or omissions taken or suffered by the Escrow Agent in bad faith or involving gross negligence or wilful misconduct on the part of the Escrow Agent.

### **15. Termination**

This Agreement shall only terminate: (i) as specifically provided in this Agreement; (ii) upon the written agreement of all Parties; or (iii) when the Escrow Amount and any interest thereon has been released from escrow pursuant to this Agreement.

### **16. No Conflict**

The fact that the Escrow Agent is acting as escrow agent under this Agreement shall not in any way prevent it from representing the Vendor, whether before or after Closing, in connection with the transactions contemplated by the Purchase and Sale Agreement or in any litigation arising from the Purchase and Sale Agreement or this Agreement or from representing the Vendor or any other Party in any other capacity or in any other transaction.

### **17. Notice**

The addresses for service, fax numbers and/or electronic mail address of the Parties hereto shall be as follows:

|            |  |
|------------|--|
| Purchaser: | HWN Energy Ltd.<br>Suite 1000, 207 – 9th Avenue S.W.<br>Penn West Plaza East<br>Calgary, Alberta T2P 1K3 |
| Attention: | John Oberg, CEO  |
| Email:     | joberg@hwnenergy.com   |

Vendor: Razor Energy Corp.  
800, 500 – 5<sup>th</sup> Street SW  
Calgary, Alberta T2P 3L5

Attention: Doug Bailey, President and CEO  
Email: dbailey@razor-energy.com

Escrow Agent: McCarthy Tétrault LLP  
4000, 421 – 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 4K9

Attention: Sean Collins  
Email: scollins@mccarthy.ca

All notices, communications and statements required, permitted or contemplated hereunder shall be in writing, and shall be delivered as follows:

- (a) by personal service on a Party at such Party's address set out above, in which case the item so served shall be deemed to have been received by that Party when personally served; or
- (b) by confirmed facsimile transmission to a Party to its fax number set out above, in which case the item so transmitted shall be deemed to have been received by that party when transmitted; or
- (c) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by mailing first class registered post, postage prepaid, to a Party, in which case the item so mailed shall be deemed to have been received by that Party on the third Business Day following the date of mailing.

A Party may from time to time change its address for service or its fax number or both by giving written notice of such change to the other Parties in accordance with the provisions hereof.

## **18. Governing Law**

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and applicable laws of Canada and shall, in all respects, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of or in connection with this Agreement.

## **19. Amendment/Waiver**

This Agreement or any provision hereof may only be amended or waived by an agreement in writing signed by all of the Parties.

## **20. Counterpart**

This Agreement may be executed in as many counterparts as are deemed necessary, and may be delivered by facsimile or in electronic pdf form, and when so executed and delivered, each such counterpart will be deemed to be an original, all of which when taken together will constitute one and the same instrument, and production of an originally-executed, facsimile or electronic pdf copy of each counterpart

execution page will be sufficient for purposes of proof of the execution and delivery of this Agreement. Any Party delivering this Agreement by facsimile undertakes to deliver, within a reasonable time, an executed original.

**21. Time**

Time shall be of the essence of this Agreement.


**22. Successors and Assigns**

This Agreement shall be binding on and shall enure to the benefit of the Parties hereto and their respective administrators, trustees, receivers, successors and permitted assigns and transferees.

*[Remainder of page left intentionally left]*

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


**RAZOR ENERGY CORP.**

Per:   
\_\_\_\_\_  
Name: Doug Bailey  
Title: President and CEO

**HWN ENERGY LTD.**

Per: \_\_\_\_\_  
Name: John Oberg  
Title: Chief Executive Officer

**MCCARTHY TÉTRAULT LLP**

Per:   
\_\_\_\_\_  
Name: Sean Collins  
Title: Partner

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

**RAZOR ENERGY CORP.**

Per: \_\_\_\_\_  
Name: Doug Bailey  
Title: President and CEO

**HWN ENERGY LTD.**

Per: John N. Oberg  
Name: John Oberg  
Title: Chief Executive Officer

**MCCARTHY TÉTRAULT LLP**

Per: \_\_\_\_\_  
Name: Sean Collins  
Title: Partner

**EXHIBIT A  
FORM OF JOINT DIRECTION**

**TO:** McCarthy Tétrault LLP  
4000, 421 - 7<sup>th</sup> Avenue S.W.  
Calgary, AB T2P 4K9  
**Attention: Sean Collins and Kerri Howard**

**RE:** Deposit Escrow Agreement dated \_\_\_\_\_, 2024 (the “**Deposit Escrow Agreement**”) among Razor Energy Corp., HWN Energy Ltd. and McCarthy Tétrault LLP (the “**Escrow Agent**”)

**AND RE:** Purchase and Sale Agreement dated June 27, 2024 between HWN Energy Ltd., as Purchaser, and Razor Energy Corp., as Vendor (the “**Purchase and Sale Agreement**”)

---

This Joint Direction is being provided pursuant to Section 7 of the Deposit Escrow Agreement. All capitalized terms used herein have the meanings ascribed to them in the Deposit Escrow Agreement.

In accordance with the provisions of Section 7 of the Deposit Escrow Agreement and Article 3 of the Purchase and Sale Agreement, the undersigned hereby jointly, unconditionally and irrevocably authorize and direct the Escrow Agent to release the Escrow Amount and interest accrued thereon, if any, to [Vendor/Purchaser].

The undersigned certify that this Joint Direction is being made and provided to the Escrow Agent in compliance with the Deposit Escrow Agreement.

Dated this ● day of ●, 20●.

**RAZOR ENERGY CORP.**

**HWN ENERGY LTD.**

Per: \_\_\_\_\_  
Name: Doug Bailey  
Title: President and CEO

Per: \_\_\_\_\_  
Name: John Oberg  
Title: Chief Executive Officer



This is Exhibit "B" referred to in the Affidavit #8 of Doug Bailey  
sworn before me this 10th day of July, 2024.



---

A Commissioner for Oaths in and for the Province of Alberta

**Nathan A. Stewart**  
**Barrister & Solicitor**

**IRREVOCABLE SHARE TRANSFER POWER OF ATTORNEY**

**TO: FUTERA POWER CORP.** (the "**Corporation**")

**FOR VALUE RECEIVED**, and subject to the approval of the Alberta Court of King's Bench, the undersigned, Razor Energy Corp., hereby irrevocably sells, transfers, and assigns, the following shares and all right, title, and interest therein, registered in the name of the undersigned on the books of the Corporation (the "**Shares**"), represented by the share certificate hereinafter set forth to Seibu Investments Ltd. (the "**Transferee**"), and hereby irrevocably constitutes and appoints the President and Chief Executive Officer of the Corporation the attorney of the undersigned to transfer the Shares, and all right, title, and interest therein, to the Transferee, in the name of the Transferee, and on the books of the Corporation with full power of substitution hereunder:

| <b>Name of Transferee</b> | <b>No. of Shares</b> | <b>Class/Series of Shares</b> | <b>Aggregate Purchase Price</b> | <b>Share Certificate Number</b> |
|---------------------------|----------------------|-------------------------------|---------------------------------|---------------------------------|
| Seibu Investments Ltd.    | 210,000              | Common                        | \$ [REDACTED]                   | C-4                             |

**DATED** effective July 17<sup>th</sup>, 2024.

**RAZOR ENERGY CORP.**

Per: \_\_\_\_\_  
 Name:  
 Title:

This is Exhibit "C" referred to in the Affidavit #8 of Doug Bailey  
sworn before me this 10th day of July, 2024.



---

A Commissioner for Oaths in and for the Province of Alberta

**Nathan A. Stewart**  
**Barrister & Solicitor**



Bennett Jones LLP  
4500 Bankers Hall East, 855 - 2nd Street SW  
Calgary, Alberta, Canada T2P 4K7  
Tel: 403.298.3100 Fax: 403.265.7219

**Keely Cameron**  
Partner  
Direct Line: 403.298.3324  
e-mail: cameronk@bennettjones.com  
Our File No.: 091565.00002

May 28, 2024

**Via E-Mail**

Sean Collins  
McCarthy Tétrault LLP  
4000, 421 - 7th Avenue SW  
Calgary, AB T2P 4K9

Kelly Bourassa  
Blake, Cassel and Graydon LLP  
Suite 3500, Bankers Hall East Tower  
855 - 2nd Street S.W.  
Calgary, Alberta, T2P 4J8

Dear Counsel:

**Re: In the Matter of the Notice of Intention to Make a Proposal of Razor Energy Corp., Razor Royalties Limited Partnership, Razor Holdings GP Corp., and Blade Energy Services Corp.**

We write further to the key stakeholder virtual meeting that was held on May 22, 2024 and the slide presentation that was subsequently circulated (the "**Slides**"). Conifer Energy Inc. ("**Conifer**") has a number of concerns with the proposal articulated based on the limited information that has been provided.

To assist Conifer in determining its position we reiterate our request that the other bids be disclosed to Conifer and that contact information for the proposed purchaser be provided so that Conifer can arrange a meeting with them.

Additionally, we request responses to the following preliminary questions:

1. The presentation was unclear. Is Razor proposing to pay any pre-filing amounts owed to Conifer or is the proposed distribution only in relation to post filing arrears?
2. Has there been any consideration to how SHU No.1 working interest owners, will be kept whole on a redistribution by the unit operator of Razor pre-and-post filing obligations? The amount to be redistributed to Conifer will be in excess of \$5M.
3. As you may be aware, under applicable legislation, partners of Razor may become obligated to make surface and crown mineral lease payments should Razor fail to pay arrears as is being

May 28, 2024

Page 2

suggested in the presentation. Are any steps proposed to protect Razor's partners from these obligations?

4. Why is the distribution proposed on page 8 of the Slides not based on the pro rata share of the debt owed to those entities? Additionally, the table on page 8 of the Slides seems to suggest that creditors from the Kaybob operated area will be made whole under the proposed distribution and Virginia Hills creditors get more than their total claims, is this an error?
5. Were any attempts made to negotiate an arrangement with municipalities for property taxes?
6. How has the amount of Conifer's claim been determined for the purposes of page 8 of the Slides? Is any process being considered to ensure that claims are properly valued?
7. What are the proposed terms for the interim financing?
8. Please provide a breakdown of the intended uses for the working capital requirements.
9. Who would be the beneficiaries of a key employee retention program and how much money would be allocated to the program? What are the payment terms for same?
10. Does Razor intend to recognize Conifer's ROFR that was executable prior to filing and assign Razor's interest thereunder to Conifer and agree to the agreed ROFR Value being applied to/set-off against pre-filing amounts owing to Conifer?
11. Please provide a copy of the initial offer provided by the proposed preferred purchaser and details of any negotiations regarding the assumption of the Arena debt, cure costs and the proposal to proceed by way of a reverse vesting order.

Conifer confirms that it will accept the information requested above subject to the same conditions of confidentiality that it has previously agreed to.

We look forward to receipt of the requested information. We anticipate that we will have additional questions regarding the Purchaser following receipt of the foregoing information.

Yours truly,

**BENNETT JONES LLP**



Keely Cameron

KC

cc: Sarah Aaron, Bennett Jones LLP (via email)

This is Exhibit "D" referred to in the Affidavit #8 of Doug Bailey  
sworn before me this 10th day of July, 2024.



---

A Commissioner for Oaths in and for the Province of Alberta

**Nathan A. Stewart**  
**Barrister & Solicitor**



Bennett Jones LLP  
4500 Bankers Hall East, 855 - 2nd Street SW  
Calgary, Alberta, Canada T2P 4K7  
Tel: 403.298.3100 Fax: 403.265.7219

**Keely Cameron**  
Partner  
Direct Line: 403.298.3324  
e-mail: cameronk@bennettjones.com

June 25, 2024

**Via E-Mail**

Sean F. Collins  
McCarthy Tétrault LLP  
4000, 421 - 7th Avenue SW  
Calgary, AB T2P 4K9

Kelly J. Bourassa  
Blake, Cassels & Graydon LLP  
3500, 855 2nd St SW  
Bankers Hall East Tower  
Calgary, AB T2P 4J8

Dear Counsel:

**Re: In the Matter of the Notice of Intention to Make a Compromise or Proposal of Razor Energy Corp., Razor Royalties Limited Partnership, Razor Holdings GP Corp., and Blade Energy Services Corp.**

We write further to our letter dated May 28, 2024 sent to you via e-mail (the "**Letter**") and follow up email sent to Mr. Collins on June 10, 2024. To date, we have not received a response to our request for further information regarding the proposed transactions. Conifer Energy Inc ("**Conifer**"), an important stakeholder in this proceeding, that requires adequate information to determine its next steps.

To assist Conifer in determining its position we again reiterate our request for responses to the questions set out in our letter, including our request that the other bids be disclosed to Conifer. Conifer is not a bidder in the process and has already agreed to terms of confidentiality. This information is critical to enabling Conifer to assess whether the proposed transactions are in fact superior to other bids that were received.

Please provide the requested information no later than 5:00 p.m. on July 5, 2024.

Yours truly,

**BENNETT JONES LLP**

A handwritten signature in black ink that reads "Keely Cameron".

Keely Cameron  
Partner

This is Exhibit "E" referred to in the Affidavit #8 of Doug Bailey  
sworn before me this 10th day of July, 2024.



---

A Commissioner for Oaths in and for the Province of Alberta

**Nathan A. Stewart**  
**Barrister & Solicitor**



McCarthy Tétrault LLP  
 Suite 4000  
 421-7th Avenue S.W.  
 Calgary AB T2P 4K9  
 Canada  
 Tel: 403-260-3500  
 Fax: 403-260-3501



**Sean Collins, KC**

Partner  
 Direct Line: 403-260-3531  
 Direct Fax: 403-260-3501  
 Email: scollins@mccarthy.ca

*Assistant: Katie Hynne  
 Direct Line: 403-260-3560  
 Email: khynne@mccarthy.ca*

July 2, 2024

**Via Email (CameronK@bennettjones.com)**

Bennett Jones LLP  
 Bankers Hall East, 855 - 2nd Street SW  
 Calgary AB T2P 4K7

**Attention: Keely Cameron**

Dear Madam:

**Re: In the matter of the Plan of Compromise or Arrangement of Razor Energy Corp. "Razor Energy", Razor Holdings GP Corp., and Blade Energy Services Corp. (collectively, the "Applicants")  
 Court File No. 2401-02680**

We refer to your letter dated May 28, 2024 and follow-up letter of June 25, 2024, addressed to the undersigned and counsel to FTI Consulting Canada Inc. (the "**Monitor**"), in its capacity as the monitor of the Applicants.

We are advised by the proposed corporate offeror that they have had a meeting with Bennett Jones LLP and Conifer Energy Inc. ("**Conifer**") and that, from the proposed corporate offeror's perspective, progress is being made with respect to answering Conifer's inquiries and attempting to address concerns Conifer has with respect to the proposed transaction.

With the foregoing in mind, we reply to the items contained in the correspondence under reply as follows (items 1-11 follow the same numbering as in the May 28 letter):

We enclose a bid summary prepared by Peters & Co. Limited which is provided on the trust condition that the same may not be shared with Conifer unless and until Conifer confirms in writing to Razor Energy, through Bennett Jones LLP, that Conifer will: (a) not tender a bid, either alone or in concert with any person, in the CCAA sales process; (b) keep the contents of the bid summary confidential, (c) not refer to or seek to enter the bid summary as evidence in any court proceeding; and (d) maintain the same in the strictest of confidence. The bid summary identifies two indications of interest which included South Swan Hills (one non unit, the other for the entirety of South Swan Hills). Neither expression of interest was compliant with the mandate which requires assumption of all obligations associated with the interests forming the subject matter of the indication of interest. Moreover, the indication of interest in relation to South Swan Hills was, in addition to being non-compliant, highly conditional and the offeror, in the view of Razor Energy and the Monitor (parenthetically we note the Monitor has asked us to advise that it is prepared to discuss with Conifer its assessment of the expressions of interest), the party submitting the expression of interest would not likely be in a position to close a transaction with Razor Energy.

1. Discussions are ongoing between the corporate offeror, Razor Energy and Conifer which contemplate payment of certain amounts to Conifer on account of its post-filing claim and in an amount sufficient to provide Conifer with a deposit to facilitate Razor Energy being granted access to the Judy Creek facility.
2. The issue of amounts that may be “redistributed” to Conifer with respect to SHU No.1 is under active consideration. Both Bennett Jones LLP and Conifer have had discussions with Borden Ladner Gervais LLP and the corporate offeror with respect to the request that has been made of CNRL as to whether it will accede to a provision in the RVO that will release Conifer from its contractual obligations in this regard.
3. As far as Razor Energy is aware, there is a very small amount of freehold surface lease owing to Big Lakes County (under \$100) in respect of South Swan Hills.
4. The proposed distribution to creditors, as indicated in the Key Stakeholder Presentation, is made on the basis of estimated pre-filing claims and a pro-rata reserve allocation. We note the NPV 10 Net Value of Kaybob is \$30.3 million which is the rationale for the distribution to the Kaybob stakeholders.
5. There were no attempts to negotiate property tax reductions prior to Razor Energy undertaking proceedings under the *Bankruptcy and Insolvency Act* and subsequent conversion to the *Companies’ Creditors Arrangement Act*. We hasten to note, however, that discussions are ongoing with the municipalities as it pertains to potential accommodations that the municipalities may be willing to make to facilitate a successful transaction.
6. Conifer’s claim was determined by taking the face amount of Conifer’s claim in the amount of \$7.5 million and deducting from it the agreed upon 13 month adjustment in the amount of \$3.7 million and along with various other disputes and adjustments of \$0.3 million. leaving an aggregate claim in the amount of \$3.5 million.
7. Discussions are ongoing with respect to the terms and quantum of proposed interim financing. We will advise if, as, and when an executed agreement relating to interim financing is reached.
8. There will be a cash flow forecast prepared in connection with an application to extend the stay of proceedings, which will include information relative to amounts being allocated to working capital.
9. At present there is no intention to seek a key employee retention program. Razor Energy will advise if matters should change in this regard.
10. For the reasons as previously advised, Razor Energy does not recognize the disputed ROFR claim by Conifer in respect of Unit H.
11. As matters continue to advance in discussions by and among Conifer, Razor Energy, and the proposed purchaser, we will provide details of the form of the proposed transaction, including the subscription agreement.

We trust the foregoing to satisfactory. Please feel free to contact us if you have follow-up questions.

Yours truly,

McCarthy Tétrault LLP



Sean Collins, KC

SC/kh  
Enclosure

c. Blake, Cassels & Graydon LLP  
Attention: Kelly Bourassa  
Via Email: [kelly.bourassa@blakes.com](mailto:kelly.bourassa@blakes.com)

Razor Energy Corp.

This is Exhibit "F" referred to in the Affidavit #8 of Doug Bailey  
sworn before me this 10th day of July, 2024.



---

A Commissioner for Oaths in and for the Province of Alberta

**Nathan A. Stewart**  
**Barrister & Solicitor**

**FutEra Power Corp.**

**as the Corporation**

**- and -**

**Razor Energy Corp.**

**- and -**

**Alberta Investment Management Corporation, on behalf of certain  
designated entities it manages and advises**

**- and -**

**Seibu Investments Ltd.**

**- and -**

**each additional holder of Shares in the capital of the Corporation from time  
to time in accordance with provisions hereof.**

---

**UNANIMOUS SHAREHOLDER AGREEMENT**

**June 16, 2023**

---

## TABLE OF CONTENTS

|  |               |
|--|---------------|
| <b>ARTICLE 1 INTERPRETATION .....</b>  | <b>- 1 -</b>  |
| 1.1 Definitions. ....  | - 1 -         |
| 1.2 Construction. ....   | - 7 -         |
| 1.3 Certain Rules of Interpretation. ....  | - 7 -         |
| 1.4 Computation of Time. ....  | - 7 -         |
| 1.5 Performance on Business Days. ....   | - 8 -         |
| 1.6 Currency. ....   | - 8 -         |
| 1.7 Accounting Terms. ....   | - 8 -         |
| 1.8 Unanimous Shareholder Agreement. ....  | - 8 -         |
| 1.9 Conflict with Articles and By-Laws. ....   | - 8 -         |
| <b>ARTICLE 2 BUSINESS AND AFFAIRS OF THE CORPORATION.....</b>  | <b>- 8 -</b>  |
| 2.1 Shareholders to Cause Compliance with Agreement. ....  | - 8 -         |
| 2.2 The Business. ....   | - 9 -         |
| 2.3 Board of Directors. ....   | - 9 -         |
| 2.4 Meetings of the Board of Directors. ....   | - 11 -        |
| 2.5 Decisions of Directors. ....   | - 12 -        |
| 2.6 Conflict of Interest. ....   | - 12 -        |
| 2.7 Shareholders. ....   | - 12 -        |
| 2.8 Voting Regarding Shareholder Actions and Power of Attorney. ....   | - 13 -        |
| 2.9 Certain Matters Requiring Special Approval. ....   | - 14 -        |
| 2.10 Information Access Rights. ....   | - 17 -        |
| 2.11 Books and Records. ....   | - 19 -        |
| 2.12 Officers. ....  | - 19 -        |
| 2.13 Indemnity. ....   | - 19 -        |
| 2.14 D&O Insurance. ....   | - 20 -        |
| <b>ARTICLE 3 GENERAL MATTERS RELATING TO THE ISSUANCE AND HOLDING OF<br/>SHARES AND PERMITTED TRANSFERS.....</b> | <b>- 20 -</b> |
| 3.1 List of Shareholders. ....   | - 20 -        |
| 3.2 Corporation’s Representations. ....  | - 21 -        |
| 3.3 Representations and Warranties by Shareholders. ....   | - 21 -        |

|      |  |             |
|------|--|-------------|
| 3.4  | General Prohibitions on Transfer.....  | 22 -        |
| 3.5  | Permitted Transfers. ....  | 23 -        |
| 3.6  | No Registration of Transfer Unless Transferee is Bound.....                          | 23 -        |
| 3.7  | Notation on Share Certificates. ....   | 23 -        |
| 3.8  | Shareholders to Facilitate Permitted Transfers. ....                                 | 24 -        |
| 3.9  | No Issuance Unless Shareholder is Bound. ....  | 24 -        |
| 3.10 | Priority of Certain Mechanisms Regarding Assignments. ....                           | 24 -        |
|      | <b>ARTICLE 4 REGISTRATION RIGHTS AND INITIAL PUBLIC OFFERING.....</b>                | <b>24 -</b> |
| 4.1  | Registration Rights. ....  | 24 -        |
| 4.2  | Holdback Agreement. ....   | 24 -        |
| 4.3  | Escrow Requirements. ....  | 25 -        |
| 4.4  | Confidentiality of Notices.....  | 25 -        |
|      | <b>ARTICLE 5 MATTERS RELATING TO THE DISPOSITION AND ACQUISITION OF SHARES .....</b> | <b>25 -</b> |
| 5.1  | Pre-emptive Right.....   | 25 -        |
| 5.2  | Right of First Refusal. ....   | 27 -        |
| 5.3  | Forced Withdrawal of a Shareholder. ....   | 29 -        |
| 5.4  | Drag Along Right.....  | 32 -        |
| 5.5  | Government Approvals.....  | 34 -        |
| 5.6  | Closing Procedures. ....   | 35 -        |
|      | <b>ARTICLE 6 MINORITY SHAREHOLDERS.....</b>  | <b>37 -</b> |
| 6.1  | Minority Shareholders. ....  | 37 -        |
|      | <b>ARTICLE 7 GENERAL .....</b>   | <b>40 -</b> |
| 7.1  | Confidentiality of Information. ....   | 40 -        |
| 7.2  | Remedies Cumulative. ....  | 41 -        |
| 7.3  | Entire Agreement. ....   | 41 -        |
| 7.4  | Legal Advice.....  | 41 -        |
| 7.5  | Time of Essence. ....  | 41 -        |
| 7.6  | Amendments and Modification; Waiver. ....  | 42 -        |
| 7.7  | Severability. ....   | 43 -        |
| 7.8  | Arbitration. ....  | 43 -        |
| 7.9  | Jurisdiction. ....   | 43 -        |
| 7.10 | Governing Law. ....  | 43 -        |

7.11 Term. ....- 43 -  
7.12 Notices. ....- 44 -  
7.13 Enurement and Assignment.....- 45 -  
7.14 Further Assurances.....- 45 -  
7.15 Counterparts.....- 46 -

**SCHEDULE A SHAREHOLDERS**

**SCHEDULE B FORM OF COUNTERPART AND ACKNOWLEDGEMENT**

**SCHEDULE C REGISTRATION RIGHTS (U.S. AND CANADA)**



**RECITALS:**

- A. The Corporation is a body corporate incorporated under the Act.
- B. The authorized capital of the Corporation consists of an unlimited number of common shares, class A preferred shares, issuable in series and class B preferred shares.
- C. The Shareholders wish to set out the terms under which each of them holds its Shares, and their agreement regarding certain aspects of the organization and management of the Corporation and other related matters.

In consideration of the premises and the mutual covenants and agreements herein contained and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions.** In this Agreement, unless the context otherwise requires:

“**Act**” means the *Business Corporations Act (Alberta)*.

“**Affiliate**” means as follows:

- (a) other than with respect to AIMCo, a Person (first Person) is considered to be an Affiliate of another Person (second Person) if the first Person: (i) acting alone or jointly or in concert with another Person, Controls, either directly or indirectly, the second Person; or (ii) is Controlled, directly or indirectly, by the second Person; or (iii) is Controlled, directly or indirectly, by another Person that, acting alone or jointly or in concert with another Person, Controls, directly or indirectly, the second Person; and
- (b) with respect to AIMCo, a Person is considered to be an “Affiliate” of AIMCo if that Person is Controlled, directly or indirectly, by AIMCo.

“**Agreement**” means this Unanimous Shareholder Agreement, including the Recitals and all Schedules to this Unanimous Shareholder Agreement, as amended, supplemented, restated and replaced from time to time in accordance with its provisions.

“**AIMCo**” means Alberta Investment Management Corporation.

“**AIMCo Nominees**” has the meaning attributed to that term in Section 2.3(1)(a).

“**AIMCo Shareholder Group**” means AIMCo, Seibu and any other Affiliate of AIMCo to the extent that it is a Shareholder from time to time.

**"Approved Budget"** has the meaning attributed to that term in Section 2.10(1)(a).

**"Arena Loan Agreement"** means the Amended and Restated Term Loan Agreement dated March 9, 2022 among Razor Royalties Limited Partnership (as a borrower thereunder), the Borrower (as parent guarantor thereunder), Swan Hills Geothermal Power Corp. (as a borrower and guarantor thereunder), 405 Dolomite LLC (as administrative agent) and the lenders signatory thereto.

**"Arm's Length"** has the meaning attributed to that term in the *Income Tax Act* (Canada).

**"Articles"** means the Corporation's articles of incorporation, as modified from time to time.

**"As-Converted Common Shares"** means, at any time, all Common Shares then outstanding plus all Common Shares then issuable upon conversion of the Class B Preferred Shares.

**"Board of Directors"** means the board of directors of the Corporation.

**"Business Day"** means any day, except Saturdays and Sundays, on which banks are generally open for business in Calgary, Alberta or Edmonton, Alberta.

**"Class B Preferred Shares"** means the class B preferred shares of the Corporation.

**"Common Shares"** means the common shares of the Corporation.

**"Confidential Information"** means all information relating to the business and affairs of the Corporation or of any of the Parties and all information supplied by a third party to the Corporation in confidence, which, at the time is confidential in nature whether or not specifically identified as confidential, and includes: (i) all intellectual property, including trade secrets; (ii) all information treated as proprietary by the Corporation; and (iii) all confidential facts relating to the Corporation.

**"Control"**, means as follows: a Person (first Person) is considered to Control another Person (second Person) if:

- (a) the first Person directly or indirectly possesses the power to direct or cause the direction of the management and policies of the second Person, whether through the ownership of voting securities, by contract or otherwise, including where the second Person is an account, fund or other entity managed by the first Person and over which it has voting or investment discretion, including as investment manager, advisor or subadvisor;
- (b) the first Person beneficially owns, or controls or directs, directly or indirectly, securities of the second Person carrying votes which, if exercised,

would entitle the first Person to elect a majority of the directors of the second Person;

- (c) the second Person is a partnership, other than a limited partnership, and the first Person directly or indirectly holds more than 50% of the interests of the partnership;
- (d) the second Person is a limited partnership and the first Person: (i) is the general partner of the limited partnership; or (ii) beneficially owns, or Controls or directs, directly or indirectly, securities of the general partner of the limited partnership carrying votes which, if exercised, would entitle the first Person to elect a majority of the directors of the general partner of the limited partnership; or
- (e) the second Person is a trust and the first Person: (i) is the trustee of the trust; or (ii) beneficially owns, or Controls or directs, directly or indirectly, interests in the trust sufficient to directly or indirectly control all or certain activities of the trust.

and “**Controlled by**”, “**Controls**”, “**Controlling**” and similar words have corresponding meanings, except that a Person that Controls another Person (“**the second-mentioned Person**”) is deemed to Control the Person Controlled by the second-mentioned Person, and so on.

“**Convertible Securities**” means any security, including any warrant, option or any document evidencing indebtedness of the Corporation, that may be converted or exchanged into a Share or which carries a right to purchase a Share.

“**Corporation**” means FutEra Power Corp and includes any successor corporation resulting from any merger, amalgamation, reorganization, arrangement or other combination of the Corporation and any other Person.

“**CPOA**” means a continuing power of attorney within the meaning of the laws of the province of Alberta.

“**Deemed Liquidation Event**” means each of the following events unless the Shareholders holding a majority of the As-Converted Common Shares elect otherwise by written notice sent to the Corporation at least 10 days before the effective date of such event:

- (a) an amalgamation or consolidation in which:
  - (i) the Corporation is a constituent party; or

- (ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares under such amalgamation or consolidation;

except any such amalgamation or consolidation involving the Corporation or a subsidiary in which the shares of the Corporation outstanding immediately before such amalgamation or consolidation continue to represent, or are converted into or exchanged for shares that represent, immediately following such amalgamation or consolidation, at least a majority, by voting power, of the shares of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such amalgamation or consolidation, the parent corporation of such surviving or resulting corporation; or

- (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by amalgamation, consolidation or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

**“Disability”** means, with respect to an individual, an individual:

- (a) if an employee of the Corporation, whose mental or physical state is such that that individual has been unable as a result of illness, disease, mental or physical disability or similar cause:
  - (i) to fulfil his or her obligations under any written employment agreement between that individual and the Corporation; or
  - (ii) in the absence of any written employment agreement between that individual and the Corporation, to perform the duties regularly required of that individual by the Corporation;

either for any consecutive six month period or for any period of 12 months (whether or not consecutive) in any consecutive 24 month period;

- (b) if a consultant of the Corporation, whose mental or physical state is such that that individual has been unable as a result of illness, disease, mental or physical disability or similar cause to render and perform the services

agreed to be rendered and provided by that individual to the Corporation for any consecutive six month period;

- (c) who is declared mentally incompetent or incapable of managing his or her affairs by a court of competent jurisdiction in Canada, or if no application is brought for such a declaration, who is certified by statutory declaration of two duly qualified medical practitioners to be mentally incompetent; or
- (d) who is certified by a duly qualified medical practitioner, to be unable to return to work on a full time basis for at least six months.

**"ESOP"** means the employee stock option plan of the Corporation which is in effect on the date of this Agreement.

**"GAAP"** when used in respect of accounting terms or accounting determinations relating to a Person, means the accounting standards applicable to that Person in effect from time to time in Canada, as published in Part I, II, III, or IV of the Handbook of the Chartered Professional Accountants of Canada or any successor.

**"Governmental Approval"** means any consent of a Governmental Authority that may be required at any time and from time to time to ensure that the purchase by a Shareholder of all or part of the Shares of another Shareholder is not in contravention of any law, regulation or published policy of, or administered by, that Governmental Authority or that may be required to ensure that, notwithstanding the purchase by a Shareholder of all or part of the Shares of another Shareholder, the holding or continued holding by the Corporation of any registration, licence, permit or other permission or authority required to carry on its business is unaffected.

**"Governmental Authority"** means any domestic or foreign government, whether federal, provincial, state, territorial, local, regional, municipal or other political jurisdiction, and any agency, authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi-governmental or other entity, to the extent that it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining to government over the Corporation.

**"Initial Appointment Date"** has the meaning attributed to that term in Section 2.3(1)(a).

**"Initial Public Offering"** has the meaning attributed to that term in Schedule C.

**"Loan Documents"** has the meaning attributed to that term in the Arena Loan Agreement.

**"Minority Shareholders"** means all Shareholders except any member of the AIMCo Shareholder Group, Razor and their respective Permitted Transferees.

**"Party"** means at any time any Person who is then a party to and bound by this Agreement including any Person who becomes a party to this Agreement by signing an acknowledgement in the form of Schedule B or in another form as may be agreed by the Board of Directors, and **"Parties"** means all of them.

**"Permitted Transferee"** means, in the case of a Shareholder other than a member of the AIMCo Shareholder Group, any transferee approved by resolution of the Board of Directors, and for the AIMCo Shareholder Group means any Transferee of Shares from any member of the AIMCo Shareholder Group (whether or not an Affiliate of AIMCo).

**"Person"** is broadly interpreted and includes an individual, a corporation, a partnership, a joint venture, a trust, an association, an unincorporated organization, a regulatory body or agency, a government or governmental agency or authority or entity, an executor or administrator or other legal or personal representative, or any other juridical entity.

**"Preferred Shares"** means the class A preferred shares and the class B preferred shares of the Corporation.

**"Razor"** means Razor Energy Corp.

**"Razor Nominee"** has the meaning attributed to that term in Section 2.3(1)(b).

**"Seibu"** means Seibu Investments Ltd.

**"Shareholder"** means any Person that is a registered holder of issued and outstanding Shares and a Party.

**"Shares"** means, at any time, the Common Shares, the Preferred Shares and any other shares of the Corporation, any securities into which those shares may be converted or changed or which result from a consolidation, subdivision, reclassification or re-designation of those shares, any securities received as a stock dividend or distribution payable in securities of the Corporation, any shares received on the exercise of any option, warrant or other similar right, and any securities the holders of which may be bound by this Agreement as a result of an amalgamation, merger, arrangement or other reorganization of or including the Corporation.

**"Special Approval"** means the written approval by AIMCo provided that the AIMCo Shareholder Group holds not less than 25% of the As-Converted Common Shares.

**"Subsidiary"** has the meaning attributed to that term in the Act.

**"Transfer"** includes any sale, exchange, assignment, gift, bequest, disposition, hypothec, mortgage, lien, charge, priority, pledge, encumbrance, creation of a voting trust, grant of security interest or any arrangement by which possession, legal title or beneficial ownership passes from one Person to another, or to the same Person in a different capacity, whether or not voluntary and whether or not for value, and any agreement to

effect any of the foregoing, and “**Transferred**”, “**Transferring**” and similar words have corresponding meanings.

“**Triggering Event**” has the meaning attributed to that term in Section 5.3(1).

**1.2 Construction.** This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction that ambiguities are to be resolved against the drafting party does not apply to the construction or interpretation of this Agreement.

**1.3 Certain Rules of Interpretation.** In this Agreement:

- (1) the division into Articles and Sections, and the insertion of headings and the Table of Contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement;
- (2) the expressions “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**”, “**hereby**” and similar expressions refer to this Agreement in its entirety and not to any particular section or portion of this Agreement; and
  - (a) unless specified otherwise or the context otherwise requires:
    - (i) references to any Article, Section or Schedule are references to the Article or Section of, or Schedule to, this Agreement;
    - (ii) “**includes**” or “**including**” means “**including** (or includes) but is not limited to”, and does not limit any general statement preceding it to the specific or similar items or matters immediately following it;
    - (iii) “**the aggregate of**”, “**the total of**”, “**the sum of**”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”;
    - (iv) references to any legislation, statutory instrument or regulation, or a related section, are references to the legislation, statutory instrument, regulation or section as amended, supplemented, modified, replaced, restated and re-enacted from time to time and also includes, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection thereof; and
    - (v) words in the singular include the plural and vice-versa, and words in one gender include all genders.

**1.4 Computation of Time.** In this Agreement, unless specified otherwise or the context otherwise requires:

- (a) a reference to a period of days is deemed to begin on the first day after the event that started the period and to end at 11:59 p.m. on the last day of the period, but if the last day of the period does not fall on a Business Day, the period ends at 11:59 p.m. on the next succeeding Business Day;
- (b) all references to specific dates mean 5:00 p.m. on the dates;
- (c) all references to specific times are references to mountain standard time; and
- (d) with respect to the calculation of any period of time, references to "**from**" mean "**from and excluding**" and references to "**to**" or "**until**" mean "**to and including**".

**1.5 Performance on Business Days.** If any action is required to be taken under this Agreement on or by a specified day that is not a Business Day, the action is valid if taken on or by the next succeeding Business Day.

**1.6 Currency.** In this Agreement, unless specified otherwise, references to dollar amounts or "\$" are to Canadian dollars.

**1.7 Accounting Terms.** In this Agreement, unless specified otherwise, each accounting term has the meaning assigned to it under GAAP.

**1.8 Unanimous Shareholder Agreement.** This Agreement is intended to be and is a "unanimous shareholder agreement" within the meaning of the Act. The rights, powers and duties of the directors of the Corporation to manage, and to supervise the management of, the business and affairs of the Corporation are restricted to the extent provided for in this Agreement and the Shareholders shall assume all those rights, powers and duties.

**1.9 Conflict with Articles and By-Laws.** If there is any conflict or inconsistency between this Agreement and the Articles and by-laws of the Corporation in effect from time to time, this Agreement will prevail to the extent of the conflict or inconsistency, and the Shareholders shall take all necessary steps to amend the Articles and by-laws of the Corporation to eliminate that conflict or inconsistency.

## **ARTICLE 2 BUSINESS AND AFFAIRS OF THE CORPORATION**

**2.1 Shareholders to Cause Compliance with Agreement.** The Shareholders shall cause all meetings to be held, votes to be cast, resolutions to be passed, by-laws to be made and confirmed, documents to be signed and all other things and acts to be done to ensure that, at all times, the provisions of this Agreement are fully complied with and in full force and effect.



**2.2 The Business.** The Shareholders intend that the Corporation carry on the business of transitioning upstream energy production into power generation and sustainable infrastructure.

**2.3 Board of Directors.**

- (1) Within three Business Days from the date on which AIMCo delivers written notice to Razor of its initial three AIMCo Nominees and thereafter, the Board of Directors shall be composed of the following nominees, and each Shareholder shall vote all Shares owned by such Shareholder, or over which such Shareholder exercises Control or direction, in favour of the following nominees:
- (a) three (3) directors nominated by AIMCo (the "**AIMCo Nominees**");
  - (b) provided that Razor holds and continues to hold at all times following the date of this Agreement not less than 10% of the As-Converted Common Shares, one (1) director nominated by Razor (the "**Razor Nominee**"); and
  - (c) the Corporation's Chief Executive Officer.

Until the date on which the Board of Directors is composed as set forth above (the "**Initial Appointment Date**"), no action shall be taken by or on behalf of the Corporation or any of its Subsidiaries with respect to any resolutions approved by the Board of Directors unless prior Special Approval of such resolutions has been obtained. Until the Initial Appointment Date, any notices, consents, minutes, documents and other information and materials that are sent to members of the Board of Directors shall be provided to AIMCo at the same time they are provided to such members and AIMCo shall be entitled to have up to three observers attend any meetings of the Board of Directors.

- (2) Each nominee for the position of director of the Corporation shall be an individual who is not disqualified under the Act from acting as a director. Following the Initial Appointment Date, if a director ceases to be a director for any reason (a "**Retiring Director**"), the Shareholder that nominated the Retiring Director shall nominate an individual to fill the vacancy created and as soon as reasonably possible following that nomination, the Shareholders shall fill the vacancy by electing that nominee as a director. Until the vacancy is filled, the directors shall not transact any business or exercise any of their powers or duties unless the Board of Directors is then comprised of at least two (2) AIMCo Nominees (after giving effect to the Retiring Director ceasing to be a member of the Board of Directors).
- (3) Following the Initial Appointment Date, upon a proposed removal of any director, each Shareholder shall vote for that removal if it has been proposed or approved by the Shareholder that nominated that director. Unless otherwise approved by Special Approval, the Shareholders shall cause the Razor Nominee to become a

Retiring Director as soon as reasonably practicable following the time that Razor ceases to hold at least 10% of the then As-Converted Common Shares.

- (4) From the Initial Appointment Date, the Chairperson of the Board of Directors shall be nominated by AIMCo or, with the consent of AIMCo, the AIMCo Nominees.
- (5) The Board of Directors may create any committee as it deems necessary or advisable. All decisions of any committee created by the Board of Directors shall require the approval of the Board of Directors before being effective.
- (6) No member of the AIMCo Shareholder Group nor any of the AIMCo Nominees shall have any duty to communicate or present an investment or business opportunity or prospective economic advantage to the Corporation or any of its Subsidiaries in which the Corporation or any of its Subsidiaries may, but for the provisions of this Section 2.3(6), have an interest or expectancy (a "**Corporate Opportunity**"), and no member of the AIMCo Shareholder Group nor any of the AIMCo Nominees shall be deemed to have breached any fiduciary or other duty or obligation to the Corporation by reason of the fact that any such Person pursues or acquires a Corporate Opportunity for itself or directs, sells, assigns or transfers such Corporate Opportunity to another Person or does not communicate information regarding such Corporate Opportunity to the Corporation or its Subsidiaries. The Corporation (on behalf of itself and its Subsidiaries) hereby waives any interest or expectancy of the Corporation and its Subsidiaries in or to, or in being offered an opportunity to participate in, any such Corporate Opportunity. Neither Razor nor the Razor Nominee shall have any duty to communicate or present an investment or business opportunity or prospective economic advantage to the Corporation or any of its Subsidiaries that does not relate to the business of the Corporation or any of its Subsidiaries and neither Razor nor the Razor Nominee shall be deemed to have breached any fiduciary or other duty or obligation to the Corporation by reason of the fact that any such Person pursues or acquires such investment, opportunity or advantage for itself or directs, sells, assigns or transfers such investment, opportunity or advantage to another Person or does not communicate information regarding such investment, opportunity or advantage to the Corporation or its Subsidiaries. The Corporation (on behalf of itself and its Subsidiaries) hereby waives any interest or expectancy of the Corporation and its Subsidiaries in or to, or in being offered an opportunity to participate in, any such investment, opportunity or advantage.
- (7) Unless otherwise approved by the Board of Directors, the board of directors of each Subsidiary of the Corporation shall be comprised of the same nominees described in Section 2.3(1).

## **2.4 Meetings of the Board of Directors.**

- (1) Subject to Section 2.4(2), the Board of Directors shall meet at such time and at such place as the Board of Directors may designate. Meetings of the Board of Directors may be called by any three directors of the Corporation, the Chairperson of the Board of Directors or the Chief Executive Officer of the Corporation, on not less than 10 Business Days' notice. Any notice of meetings of the Board of Directors shall state the matters to be transacted at the meetings with reasonable detail and be accompanied by all such relevant documentation as will permit the directors to assess those matters.
- (2) Despite Section 2.4(1):
  - (a) emergency meetings of the Board of Directors in connection with matters of an urgent nature (where the need for a meeting of the Board of Directors could not have been reasonably foreseen) may be called on not less than 24 hours' notice; and
  - (b) if all directors are present at a meeting of the Board of Directors, whether the matters to be transacted at that meeting are urgent or not, notice of that meeting of the Board of Directors is deemed to be waived unless, at the beginning of that meeting, any director objects to the holding of that meeting of the Board of Directors without the required notice.
- (3) A director may participate in any meeting of the Board of Directors, or of a committee of the Board of Directors, by a telephonic, electronic or other communications facility that permits all participants to communicate adequately with each other during the meeting. A director participating in a meeting of the Board of Directors by those means is deemed to be present at that meeting.
- (4) A quorum for a meeting of the directors shall be at least a majority of the directors then elected or appointed to the Board of Directors provided that, from the Initial Appointment Date, such majority is comprised of at least two (2) AIMCo Nominees. If proper notice of a meeting of the Board of Directors (including specifying the business to be transacted at the meeting in reasonable detail) is given and a quorum is not present, then that meeting may be adjourned and the adjourned meeting may be called on not less than 72 hours' notice. Provided at least one (1) AIMCo Nominee is present at such meeting, the director(s) present at the adjourned meeting shall constitute a quorum for the transaction of the business set out in the notice for the original meeting.
- (5) If at any meeting of the directors of the Corporation the total number of votes in favour of a resolution is equal to the total number of votes against that resolution (in each case, the number of votes being determined without regard to the exercise of any second or casting vote contemplated by this Section), then the

chairperson of the meeting has, in addition to any other vote to which the chairperson is entitled, a second or casting vote.

- (6) Each director shall receive copies of minutes of all meetings of the Board of Directors and of any committee of the Board of Directors regardless of whether the director is a member of that committee other than special or independent committees formed by the Board of Directors under which the committee is entitled to determine that its minutes are confidential and are not to be provided to any non-members of the committee without the consent of that committee.
- (7) Each director shall be reimbursed by the Corporation for their reasonable travel and out-of-pocket expenses incurred in the performance of their duties as a director, including attendance in person at meetings of the Board of Directors or the board of any corporate subsidiary (or any committees thereof), under such policies as from time to time are established by the Board of Directors.

**2.5 Decisions of Directors.** Subject to Section 2.9, to be valid and effective, a decision of the Board of Directors must be approved either by a resolution passed by the affirmative vote of not less than the majority of the directors present and voting on the matter at a duly constituted meeting of the Board of Directors or by a resolution in writing signed by all directors.

**2.6 Conflict of Interest.** An officer or director of the Corporation who is a party to, or is an officer or director of, or has an interest in any Person that is a party to a contract or transaction or a proposed contract or transaction with, the Corporation shall disclose in writing to the Corporation or request to have entered into the minutes of the meetings of the Board of Directors the nature and extent of that officer's or director's interest in the manner and at the time set out in the Act. That contract or transaction or proposed contract or transaction shall be referred to the Board of Directors for approval even if the contract or proposed contract is one that, in the ordinary course of the Corporation's business, would not require approval by the Board of Directors and the director required to make the disclosure shall not vote in respect of that contract or transaction. If all directors are conflicted with respect to any such matter, such matter shall require a special resolution of each class of Shares then outstanding.

## **2.7 Shareholders.**

- (1) Shareholders' meetings shall be held at least once in each calendar year at the registered office of the Corporation, or at any other place within or outside of Alberta as the Board of Directors may determine, and Shareholders' meetings shall be called by the Secretary of the Corporation in accordance with the instructions received from the Chairperson of the Board of Directors or the Chief Executive Officer of the Corporation on not less than 7 days and not more than 50 days notice.

- (2) A quorum for a meeting of the Shareholders shall be 1 individual present who holds or represents by proxy in the aggregate Shares representing not less than 51% of the votes attaching to the Shares entitled to vote at the meeting provided that, at all times, such quorum must include a member of the AIMCo Shareholder Group or any Permitted Transferee thereof then holding Shares. If proper notice of a Shareholders' meeting is given and a quorum is not present, that meeting may be adjourned and the adjourned meeting may be called on not less than 7 days notice. Provided that a member of the AIMCo Shareholder Group is present at such meeting, the Shareholders present at the adjourned meeting shall constitute a quorum for the transaction of business set out in the notice for the original meeting and that business may be transacted by a majority of the Shareholders present at the adjourned meeting.
- (3) No Person has a second or casting vote in any circumstances at any meeting of Shareholders of the Corporation.

## **2.8 Voting Regarding Shareholder Actions and Power of Attorney.**

- (1) If (i) either (A) the holders of Shares representing at least two-thirds of the votes attaching to the Shares, in the case of any action that would require a "special resolution" (as defined in the Act) to be approved by the Shareholders or would entitle any Shareholders to vote as a separate class or series as required under the Act; or (B) the holders of Shares representing at least a simple majority of the votes attaching to the Shares, in the case of any other action that would require an "ordinary resolution" (as defined in the Act) to be approved by the Shareholders, in either case of (A) and (B), agree by written consent to approve such action (each action, a "**Shareholder Action**"); and (ii) the Shareholder Action has also been approved by the Board of Directors and by Special Approval, then all Shareholders shall: (A) vote all of their respective Shares in favour of the Shareholder Action; (B) waive any dissent, appraisal or similar rights to which they may be entitled with respect to the Shareholder Action (or the underlying action or transaction to which the Shareholder Action pertains) to the extent permitted by law; and (C) sign and deliver all resolutions, consents and other instruments in favour of the Shareholder Action.
- (2) Without limiting Section 2.8(1), if (i) the rights, privileges, restrictions and conditions attaching to any of the Shares are to be amended in connection with a future bona fide equity financing of the Corporation (a "**Share Amendment**"), (ii) the Share Amendment (or the underlying action or transaction to which the Share Amendment pertains) would entitle any Shareholder to dissent, appraisal or similar rights under applicable law and (iii) the Share Amendment is approved by the applicable Shareholders under applicable law, the Articles and/or any unanimous shareholder agreement of the Corporation then in force (including this Agreement) and the terms of this Agreement are otherwise complied with, then no Shareholder shall exercise any the dissent, appraisal or similar rights to which

the Shareholder may be entitled with respect to the Share Amendment (or the underlying action or transaction to which the Share Amendment pertains).

- (3) Each Minority Shareholder hereby constitutes and appoints as the proxies of such Shareholder and hereby grants a power of attorney to the Chief Executive Officer of the Corporation (or if no person is appointed, the senior most officer of the Corporation) with full power of substitution, with respect to the matters set forth in this Agreement, including election of persons as members of the Board of Directors in accordance with Section 2.3 and Transfers of Shares in accordance with Article 5, and hereby authorizes each of them to sign, execute and deliver all documents and to represent and to vote, if and only if such Shareholder (i) fails to vote (whether by proxy, in person or by written resolution) (it being understood that failing to sign a written resolution within 72 hours of being requested constitutes a failure to vote) or (ii) attempts to vote (whether by proxy, in person or by written resolution), in a manner inconsistent with this Agreement, or (iii) fails to sign any documents it is obliged to sign under this Agreement. Each proxy and power of attorney granted under the preceding sentence is given in consideration of the agreements of the Corporation and the Shareholders in connection with the transactions contemplated by this Agreement and, as such, each will be coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires in accordance with its terms. Each Minority Shareholder hereby revokes any previous proxies or powers of attorney with respect to such Shareholder's Shares that conflict with the proxy and power of attorney granted under this Section 2.8(3) and shall not, unless this Agreement terminates or expires in accordance with its terms, purport to grant any other proxy or power of attorney with respect to any of such Shareholder's Shares, deposit any of such Shareholder's Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of such Shareholder's Shares, in each case, with respect to any of the matters in this Agreement, except in the case of a Minority Shareholder, as provided for in Section 6.1 which Section 6.1 shall prevail to the extent of any conflict or inconsistency with this Section.

**2.9 Certain Matters Requiring Special Approval.** No action shall be taken by or on behalf of the Corporation or any of its Subsidiaries with respect to any of the following matters without prior Special Approval having been obtained:

- (a) amending the Articles or replacing or amending the by-laws of the Corporation or any of its Subsidiaries;
- (b) changing the authorized capital of the Corporation or any of its Subsidiaries, including consolidating, subdividing, reclassifying or re-designating any of the Shares;

- (c) issuing any further Shares or Convertible Securities, except pursuant to the exercise or conversion of Convertible Securities which are (i) issued and outstanding on the date of this Agreement or (ii) issued after the date of this Agreement in accordance with this Agreement, or issuing any securities of any Subsidiaries of the Corporation;
- (d) adopting any stock option or other equity incentive plan in respect of the Corporation or any of its Subsidiaries, making any amendments to the ESOP, or entering into any agreement or making any offer or granting any right capable of becoming an agreement, to allot or issue any Shares or Convertible Securities or any securities of its Subsidiaries;
- (e) purchasing for cancellation, redeeming or otherwise acquiring any of the issued and outstanding Shares or any securities of any of its Subsidiaries;
- (f) declaring or paying any dividend or making any distribution, whether in cash, stock or in specie, on any of the issued and outstanding Shares or the securities of any Subsidiary of the Corporation;
- (g) changing the number of directors contemplated in Section 2.3 to comprise the Board of Directors;
- (h) making any fundamental change to the nature of the business of the Corporation and its Subsidiaries, including commencing, engaging or otherwise becoming integrated in any new business not presently carried on by the Corporation;
- (i) selling, leasing, exchanging, encumbering, Transferring or otherwise disposing of all or substantially all the property of the Corporation;
- (j) making or incurring any single capital expenditure in excess of \$300,000 or any capital expenditures which, in the aggregate, are in excess of \$1,000,000 in any financial year of the Corporation unless previously approved by the Board of Directors in an Approved Budget;
- (k) entering into any agreement or contract or any series of related agreements or contracts binding the Corporation to pay more than \$300,000 in any one year unless previously approved by the Board of Directors in an Approved Budget;
- (l) borrowing on the credit of the Corporation except for trade creditors in the ordinary course of business and otherwise unless previously approved by the Board of Directors in an Approved Budget;
- (m) becoming contingently liable as a surety, guarantor, endorser or otherwise, with respect to the obligations of any Person;

- (n) hypothecating, mortgaging, charging, pledging, encumbering or granting any lien or security interest on any of the assets of the Corporation;
- (o) amending, supplementing or otherwise modifying the terms of any Loan Document;
- (p) terminating any insurance policies held by the Corporation or any of its Subsidiaries, or reducing any coverage under such policies;
- (q) assigning, transferring or permitting the use of, or otherwise disposing of any of the Corporation's or any of its Subsidiaries' trade names, trademarks or patents;
- (r) entering into any partnership or other arrangement for the sharing of profits, union of interests, joint venture or reciprocal concession, with any Person;
- (s) taking, holding, subscribing for or agreeing to purchase or acquire securities in the capital of any Person;
- (t) appointing and from time to time replacing the auditor of the Corporation;
- (u) establishing and from time to time changing the fiscal year end of the Corporation or any of its Subsidiaries;
- (v) determining or paying any wage, salary, bonus or other remuneration to any Shareholder, or director or officer of the Corporation or any of its Subsidiaries, or to any Person not at Arm's Length with any of them, except as provided for in Section 2.4(7);
- (w) entering into any agreement or transaction, or amending the terms of any agreement or transaction, between the Corporation or any of its Subsidiaries and any Shareholder or director of the Corporation, or any Person not dealing at Arm's Length with any of them;
- (x) repaying any loan, including any interest and fees payable in connection with that loan, to any Shareholder or director of the Corporation, or any Person not at Arm's Length with any of them;
- (y) reclassify, alter or amend any security if such reclassification, alteration or amendment would result (i) in any such security that is junior to the Class B Preferred Shares becoming equal or senior to the Class B Preferred Shares or (ii) in any such security that is equal to the Class B Preferred Shares becoming senior to the Class B Preferred Shares;



- (z) hiring, determining duties, reporting, compensation, location and/or termination of the Chief Executive Officer, President or Chief Financial Officer (or any title which performs the services customarily performed by any of them) of the Corporation or any of its Subsidiaries;
- (aa) commencing, defending or settling any legal proceedings;
- (bb) forgiving any debt owing to the Corporation;
- (cc) taking any action to amalgamate, merge or to consolidate the Corporation or any of its Subsidiaries with another Person, to enter into an arrangement or reorganization of or including the Corporation or any of its Subsidiaries, or to continue the Corporation or any of its Subsidiaries into the laws of another jurisdiction;
- (dd) making a proposal or voluntary assignment under any bankruptcy or similar law for the protection from creditors; or
- (ee) taking any action to wind-up, dissolve or terminate the corporate existence of the Corporation or any of its Subsidiaries.

## **2.10 Information Access Rights.**

- (1) The Board of Directors will or will cause management of the Corporation to prepare unaudited quarterly and audited annual financial statements of the Corporation and its subsidiaries and to deliver to each of the Shareholders the quarterly reports within 60 days of the end of each quarter and the annual financial statements within 10 days after the completion of the approval of such statements by the Board of Directors. The Corporation will provide to each director:
  - (a) within 30 days after the beginning of each financial year, an annual budget for the Corporation which shall be subject to approval by the Board of Directors, and once so approved, shall become the "**Approved Budget**" in respect of such fiscal year;
  - (b) within 90 days of the end of each fiscal year, annual audited financial statements for the Corporation (including a balance sheet and statement of earnings, retained earnings and changes in financial position);
  - (c) within 45 days of the end of each calendar quarter, quarterly financial statements prepared by the Corporation with management's analysis of the results and comments on variances from budget and a one page report of the Chief Executive Officer of the Corporation or, if there is no Chief Executive Officer, the President of the Corporation, detailing the affairs of the Corporation; and

at each Board of Directors meeting, a certificate signed by the Chief Financial Officer and failing that, by the Chief Executive Officer of the Corporation or, if there is no Chief Executive Officer, the President of the Corporation, for the Corporation, stating whether or not (i) the Corporation has paid all taxes, premiums, contributions and payments required to be deducted at source, paid and/or remitted under the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), the *Canada Pension Plan, Employment Insurance Act* (Canada), *Alberta Corporate Tax Act, Workers' Compensation Act* (Alberta), or any similar statute or legislation together with the applicable regulations and (ii) there is any actual, pending or threatened litigation, claim or action against the Corporation. The Certificate must set out the details of any unpaid amounts and any litigation.

- (2) The Corporation will provide to each director within 60 days of the end of each quarter, a report of any material personal injuries suffered by employees and any material environmental issues of the Corporation.
- (3) The AIMCo Shareholder Group, Razor, each other Shareholder holding at least 10% of the As-Converted Common Shares and each director of the Corporation will have the right to request such additional readily available information concerning the affairs of the Corporation as the Shareholder or director of the Corporation reasonably considers necessary to understand and assess the affairs of the Corporation, and the Corporation will, in response to such a request, use its reasonable efforts to provide to the Shareholder or director as promptly as possible the additional information so requested provided that the Board of Directors will be entitled to determine, acting reasonably, that certain requested information will not be provided for reasons of confidentiality or legal concerns or cost or effort to prepare.
- (4) The Corporation will permit a representative of any member of the AIMCo Shareholder Group, Razor, each other Shareholder holding at least 10% of the As-Converted Common Shares and any director of the Corporation to, upon reasonable notice and from time to time at any reasonable time, visit the business premises of the Corporation and to observe the operations of the Corporation if such representative signs a confidentiality agreement substantially similar to the confidentiality provision to which each Shareholder is a Party.

## **2.11 Books and Records.**

- (1) Subject to Section 2.11(2), the Corporation shall comply with the requirements of the Act with respect to the preparation, maintenance and retention of its corporate, director and accounting records.
- (2) A Shareholder may, within the period provided for in Section 2.11(1), give notice to the Corporation of a claim or possible claim by or against such Shareholder in respect of which it wishes to preserve the relevant records and books of the

Shareholder, and upon receipt of such notice, the Corporation shall impose a "litigation hold" on those records and books to preserve them until the notifying Shareholder:

- (a) notifies the Corporation that such preservation is no longer required; or
- (b) fails to respond within 20 Business Days to a notice by the Corporation that such records and books will no longer be preserved unless the request for preservation is repeated;

except that any one or more other Shareholders may, if they wish the same records and books to be preserved by reason of claims or possible claims by or against them, at any time give notice to the Corporation that the effect, in which case a notification under Section 2.11(2)(a) is effective only if given by the original notifying Shareholder(s) and any later notifying Shareholders, and notice under Section 2.11(2)(b) is given to all such Shareholders.

**2.12 Officers.** The Board of Directors shall from time to time appoint a Chief Executive Officer, a Chief Financial Officer and any other officers the Board of Directors may determine. All officers are appointed annually and hold office until their successors are appointed by the Board of Directors.

**2.13 Indemnity.**

- (1) To the fullest extent permitted by law, the Corporation shall indemnify each director, former director, officer, former officer and Shareholder and former Shareholder (to the extent that that Shareholder or former Shareholder exercises or has exercised the rights, powers, duties and liabilities of a director of a Corporation) of the Corporation (an "**Indemnitee**"), and that Indemnitee's heirs, administrators, executors, legal representatives, successors and assigns, against all costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by the Indemnitee for any civil, criminal, administrative, investigative or other proceeding in which the Indemnitee is involved because of that association with the Corporation, if:
  - (a) the Indemnitee acted honestly and in good faith with a view to the best interests of the Corporation;
  - (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Indemnitee had reasonable grounds for believing that its conduct was lawful; and
  - (c) in the case of an action by or on behalf of the Corporation to obtain a judgment in its favour, the Corporation obtains any approval required under the Act in respect of that indemnification.

- (2) The Corporation shall advance monies to an Indemnitee for the costs, charges and expenses of a proceeding referred to in Section 2.13(1) if:
- (a) the Indemnitee repays the monies if the Indemnitee does not fulfill the conditions of Sections 2.13(1)(a) and 2.13(1)(b);
  - (b) in the case of an action referred to in Section 2.13(1)(c), the Corporation obtains any approval(s) required under the Act; and
  - (c) the Indemnitee was not judged by a court or competent authority to have committed any fault or omitted to do anything that the person ought to have done.
- (3) The intention of this Section is that all Indemnitees have all benefits provided under the indemnification provisions of the Act to the fullest extent permitted by law, and the Corporation pass all resolutions and take all other steps as may be required to give full effect to this Section.

#### **2.14 D&O Insurance.**

The Corporation shall maintain a directors and officers liability insurance policy in an amount of at least \$5,000,000 unless a lesser amount is approved by the Board of Directors and by Special Approval, and the Corporation shall annually, within 120 days after the end of each fiscal year of the Corporation, deliver to AIMCo a certification that such insurance policy remains in effect.

### **ARTICLE 3 GENERAL MATTERS RELATING TO THE ISSUANCE AND HOLDING OF SHARES AND PERMITTED TRANSFERS**

**3.1 List of Shareholders.** The Corporation shall amend 0 to reflect any issuance of Shares and any Transfers permitted under this Agreement.

**3.2 Corporation's Representations.** The Corporation represents and warrants to the Shareholders that the Shares described in Schedule A are the only issued and outstanding Shares at the date of this Agreement and that there are no outstanding conversion privileges, warrants, options or other rights obligating the Corporation to issue additional Shares other than options granted under the ESOP for the purchase of 264,000 Common Shares.

**3.3 Representations and Warranties by Shareholders.** Each Shareholder represents and warrants to each of the other Shareholders and acknowledges that each of the other Shareholders is relying on these representations and warranties in connection with entering into this Agreement, that:

- (a) each Shareholder owns beneficially and of record (it being understood that the Shares held by any member of the AIMCo Shareholder Group are held on behalf of certain designated entities managed or advised by AIMCo) the number of issued and outstanding Shares set out opposite its name in Schedule A to this Agreement, that those Shares are not subject to any mortgage, hypothec, lien, charge, priority, pledge, encumbrance, security interest or adverse claim, and that no Person has any rights to become a holder or possessor of any of those Shares or of the certificates representing them;
- (b) if the Shareholder is an individual, it has the capacity to enter into and give full effect to this Agreement;
- (c) if the Shareholder is a corporation, it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation and it has the corporate power and capacity to own its assets and to enter into and perform its obligations under this Agreement;
- (d) if the Shareholder is a trust, partnership or joint venture, it is duly constituted under the laws which govern it, and it has the power to own its assets and to enter into and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, signed and delivered by it, and (assuming due signature and delivery by the other Parties) is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- (f) if the Shareholder is a corporation, the signature, delivery and performance of this Agreement does not and will not contravene the provisions of its articles, by-laws, constating documents or other organizational documents, or the provisions of any indenture, agreement or other document to which it is a party or by which it may be bound;
- (g) all representations and warranties set out in Section 3.3(a) through (f) will continue to be accurate during the continuance of this Agreement.

### **3.4 General Prohibitions on Transfer.**

- (1) Except with approval of the Board of Directors or except as specifically permitted in this Agreement, no Shareholder other than a member of the AIMCo Shareholder Group shall Transfer, attempt to Transfer, or otherwise deal with, any Shares or any right or interest in the Shares. The grant by any Shareholder, at any time, of

a proxy to vote Shares at any meeting of the Shareholders shall not be considered a breach of this prohibition. For the avoidance of doubt, each member of the AIMCo Shareholder Group shall be entitled to freely Transfer its Shares (without requiring consent from the Board of Directors) to any Person in its discretion, whether or not such Transferee is an Affiliate of AIMCo.

- (2) A purported Transfer of any Shares in violation of this Agreement is not valid and the Corporation shall not register, nor permit any transfer agent to register, any of those Shares on the securities registers of the Corporation, and shall not pay any dividend, or make any distribution, on those Shares. The voting rights attaching to or relating to any Shares purported to be Transferred in violation of this Agreement shall not be exercised, and any purported exercise of those voting rights shall not be valid or effective. Each Shareholder that purports to make a Transfer of any Shares in violation of this Agreement waives its rights to all dividends and distributions paid or made on those Shares until that purported Transfer is nullified.
- (3) Notwithstanding any other provision of this Agreement, the Corporation shall not be permitted to issue any Shares, and each Shareholder agrees that they will not subscribe for or Transfer any Shares, except as permitted under the *Securities Act* (Alberta) and other applicable provincial and territorial securities laws. Subject to the foregoing, AIMCo shall be permitted to assign, in whole or in part (including insofar as rights and associated obligations may apply in respect of Shares Transferred to a Permitted Transferee), the rights and associated obligations of any member of the AIMCo Shareholder Group hereunder to a Permitted Transferee of AIMCo.
- (4) The provisions of Section 3.4(2) are in addition to, and not instead of, any other remedies to enforce the provisions of this Agreement.

### **3.5 Permitted Transfers.**

- (1) Any Shareholder may, at any time and from time to time, Transfer all or part of the Shares held by it to a Permitted Transferee if such Permitted Transferee makes the representations and warranties made by the Shareholders under this Agreement and agrees to be bound by all the terms of this Agreement, as if such Permitted Transferee was an original signatory to this Agreement, by signing an acknowledgement in the form of Schedule B or in another form as may be agreed by the Board of Directors. If a Shareholder's Permitted Transferee has acquired all the Shares of that Shareholder under this Section 3.5(1): its Permitted Transferee will benefit from all the rights of that Shareholder under this Agreement, as if that Permitted Transferee had signed this Agreement instead of that Shareholder.

If only part of but not all Shares of that Shareholder are Transferred to its Permitted Transferee, that Shareholder will continue to be bound by the provisions

of this Agreement as a Shareholder in respect of the remaining Shares that it holds, and in respect of the Shares that it has Transferred to its Permitted Transferee, will be deemed to have also signed this Agreement, to be bound by the provisions of this Agreement and to have made the representations and warranties set out in this Agreement.

### **3.6 No Registration of Transfer Unless Transferee is Bound.**

- (1) If, under any provision of this Agreement, a Shareholder Transfers any of that Shareholder's Shares to any other Person, no Transfer of those Shares shall be made or be effective, and no application shall be made to the Corporation or the Corporation's transfer agent to register the Transfer, and the Corporation shall not register any Transfer, on the securities registers of the Corporation until the proposed transferee becomes subject to all of the obligations of a Shareholder under this Agreement (in which case the proposed holder of Shares becomes entitled to exercise all of the rights of a Shareholder under this Agreement) and agrees to be bound by all of the provisions of this Agreement as if it was an original signatory to this Agreement by signing an acknowledgement in the form of Schedule B or in another form as may be agreed by the Board of Directors.

If a proposed transferee is acquiring all the Shares then held by the transferor, the transferee, on executing that agreement in writing to be bound by this Agreement, will be entitled to exercise, in addition to the rights of a Shareholder under this Agreement, all specific rights of the transferor under this Agreement.

- (2) Section 3.6(1) does not apply to a Transfer of Shares by a Shareholder to another Shareholder in accordance with Article 5.

**3.7 Notation on Share Certificates.** All share certificates representing Shares shall have the following notation conspicuously stated:

"There are restrictions on the right to transfer the shares represented by this certificate. The shares represented by this certificate are subject to the terms of a Unanimous Shareholder Agreement dated June 16, 2023 between the Corporation and its shareholders as that agreement may be amended or restated from time to time, and may not be pledged, sold or otherwise transferred except in accordance with the provisions of that agreement."

**3.8 Shareholders to Facilitate Permitted Transfers.** Each of the Shareholders shall promptly give and sign all necessary documents, consents and approvals to the Transfer of Shares under this Article 3, including the agreement required to comply with Section 3.6, as soon as the relevant provisions of this Agreement relating to the Transfer have been complied with.

**3.9 No Issuance Unless Shareholder is Bound.** The Corporation shall not issue Shares to any Person that is not a Shareholder until the proposed holder of Shares become subject to all the obligations of a Shareholder, under this Agreement (in which case the proposed holder of Shares becomes entitled to exercise all the rights of a Shareholder under this Agreement) and agrees to be bound by all the provisions of this Agreement as if it was an original signatory to this Agreement, by signing an acknowledgement in the form of Schedule B or in another form as may be agreed by the Board of Directors. Each of the Shareholders shall promptly sign and deliver the agreement in writing contemplated by this Section.

**3.10 Priority of Certain Mechanisms Regarding Assignments.** Once a right of first refusal, obligation to purchase, or option to purchase, exchange or sell has been triggered in accordance with this Agreement, that mechanism has priority among the Parties involved over any other mechanism which may be triggered under this Agreement, the implementation of any other mechanism being delayed until the transaction contemplated by the mechanism triggered due to the event at issue is complete. However, Section 5.4 (Drag Along Right) of this Agreement interrupts and supersedes any other mechanism that has already been triggered.

#### **ARTICLE 4 REGISTRATION RIGHTS AND INITIAL PUBLIC OFFERING**

**4.1 Registration Rights.** The rights of the Parties relative to registration are set out in Schedule C. In this Article 4, capitalized terms have the meanings used in Schedule C.

**4.2 Holdback Agreement.** In connection with the Corporation's Initial Public Offering, if requested by the Corporation and the managing underwriter of the Initial Public Offering, each Shareholder of Shares agrees not to effect any sale or distribution of Shares (other than as part of the Initial Public Offering) without the prior written consent of the Corporation or the managing underwriter for such period of time as may be requested by the Corporation and the managing underwriter (not to exceed the period beginning 7 days before the effective date of the Final Prospectus for the Initial Public Offering and ending 180 days after the completion of the Initial Public Offering) provided this sentence will not apply unless each officer and director of the Corporation and holders of 5 percent or more of the Corporation's voting securities then outstanding are bound by similar or more onerous restrictions. The Corporation may impose stop-transfer instructions with respect to the Shares subject to these restrictions until the end of the 180 day period.

**4.3 Escrow Requirements.** In order to facilitate any distribution of Shares by the Corporation, the Shareholders will comply with any regulatory requirements to place Shares owned by them in escrow.

**4.4 Confidentiality of Notices.** Any Shareholder receiving any written notice from the Corporation regarding the Corporation's plans to file a prospectus or conduct an Initial



Public Offering will treat that notice confidentially and will not disclose the information to any person other than as necessary to exercise its rights under this Agreement.

## **ARTICLE 5**

### **MATTERS RELATING TO THE DISPOSITION AND ACQUISITION OF SHARES**

#### **5.1 Pre-emptive Right.**

- (1) Unless expressly provided otherwise in this Article 5, if any additional Shares, Convertible Securities or other securities of the Corporation are approved for issue or if any other options or rights to purchase or subscribe for securities of the Corporation are approved for grant, in each case in accordance with Sections 2.9(c) and 2.9(d)**Error! Reference source not found.**, none of those Shares, Convertible Securities or other securities of the Corporation shall be issued by the Corporation, and none of those options or other rights shall be granted, at any time after the date of this Agreement, except in compliance with this Section 5.1.
  
- (2) If the Corporation proposes to issue any Shares or Convertible Securities or other securities of the Corporation (in this Section 5.1, the "**Affected Securities**"), the Corporation shall give notice (an "**Issue Notice**") to AIMCo and Razor (in this Section 5.1, Razor and each member of the AIMCo Shareholder Group shall be a "**Purchasing Shareholder**") of the proposed issuance. The Issue Notice shall constitute an offer for subscription by each Purchasing Shareholder of that number of the Affected Securities (in this Section 5.1, its "**Proportionate Entitlement**") which, with respect to a Purchasing Shareholder, bears the same relationship to the total number of Affected Securities as the number of As-Converted Common Shares held by such Purchasing Shareholder bears to the total number of As-Converted Common Shares held by all Purchasing Shareholders (as reflected on the securities registers of the Corporation) at the date of the Issue Notice (in this Section 5.1, the "**Notice Date**") at the subscription price determined by the Board of Directors and approved by Special Approval for all those Affected Securities. Each Issue Notice shall:
  - (a) be made in writing by the Chief Executive Officer, be dated the same Notice Date which date is no more than 3 days before the date the Issue Notice is made, and be made concurrently to each of AIMCo and Razor in the same manner in accordance with Section 7.12;
  
  - (b) contain a description of the terms relating to the Affected Securities, the price at which the Affected Securities are offered and the date on which the purchase of the Affected Securities by the Purchasing Shareholders is to be completed; and

- (c) state that any Purchasing Shareholder who wishes to subscribe for less than its Proportionate Entitlement shall, in its notice of subscription, specify the number of Affected Securities (up to its Proportionate Entitlement) that it wishes to subscribe for.

The offer constituted by each Issue Notice shall be irrevocable and remain open for Acceptance under Section 5.2(2) by each Purchasing Shareholder for 20 days after the Notice Date.

- (3) Subject to Section 3.4(3), each Purchasing Shareholder has the right, exercisable by notice given to the Corporation within the period during which the offer constituted by the Issue Notice is open for Acceptance under Section 5.2(2), to accept the offer constituted by the Issue Notice to subscribe for its Proportionate Entitlement of the Affected Securities or, if it wishes to subscribe for less than its Proportionate Entitlement, to indicate how many Affected Securities (up to its Proportionate Entitlement) it wishes to subscribe for. If no notice is given by a Purchasing Shareholder under this Section 5.1(3) within 20 days of the Notice Date, that Shareholder is deemed to have rejected the offer made available to it to subscribe for Affected Securities.
- (4) If Razor does not agree or is otherwise not permitted under applicable securities laws to purchase all of its Proportionate Entitlement of the Affected Securities or is deemed to have rejected the offer made available to it to subscribe for Affected Securities, the Corporation shall notify AIMCo in writing (in this Section 5.1, the "**Additional Notice**") of the remaining Affected Securities which notice will set out the type, price and terms of the remaining Affected Securities. AIMCo has the right to subscribe for any of the Affected Securities that have not been accepted for subscription by Razor (the "**Unsubscribed Securities**"). AIMCo has the right, exercisable by notice given to the Corporation within a period of 5 Business Days after deemed receipt of that Additional Notice under Section 5.1(4), to agree that it (or any Affiliate thereof designated by AIMCo) will purchase the Unsubscribed Securities or any lesser number specified by it in that notice. If no notice is given by AIMCo under this Section 5.1 within that 5 day period, then AIMCo shall be deemed to have rejected the offer made available to it to purchase any Unsubscribed Securities. No Shareholder shall be obliged to purchase any Affected Securities in excess of the number indicated in its subscription.
- (5) If any Affected Securities of any issue are not subscribed for before the expiry of the last applicable period under Sections 5.1(3) and 5.1(4), the Corporation may offer those unsubscribed for Affected Securities within a period of 90 days after the expiration of the last applicable period under Sections 5.1(3) and 5.1(4) to any Person, but the price at which those Affected Securities may be issued shall not be less than the subscription price offered to the Shareholders and the terms of payment for those unsubscribed for Affected Securities shall not be more favourable to that Person than the terms of payment offered to AIMCo and Razor.

- (6) If the Corporation proposes to grant an option or other right for the purchase of or subscription for Affected Securities, that option or other right shall also be made available to AIMCo and Razor in accordance with Sections 5.1(2) through 5.1(5).
- (7) The provisions of Sections 5.1(1) through 5.1(6) shall not apply to any issuance by the Corporation of Shares or Convertible Securities or other securities of the Corporation:
  - (a) by way of stock dividend, share splits or similar transactions;
  - (b) under the ESOP or any other stock option plan approved under this Agreement, or under options granted under that stock option plan;
  - (c) on the exercise of existing Convertible Securities;
  - (d) issued in connection with any Initial Public Offering; or
  - (e) otherwise if the provisions of Sections 5.1(1) through 5.1(6) are waived by Special Approval with respect to any other proposed issuance authorized by the Board of Directors.

## 5.2 Right of First Refusal.

- (1) If at any time, a Shareholder other than a member of the AIMCo Shareholder Group or any Permitted Transferee thereof (the "**Selling Shareholder**") obtains from a Person with which the Selling Shareholder is dealing at Arm's Length or from another Shareholder (in this Section 5.2, a "**Third Party**") a *bona fide* offer (a "**Third Party Offer**") to purchase all or part of the issued and outstanding Shares held by the Selling Shareholder (in this Section 5.2, the "**Affected Shares**") for cash, the Board of Directors has approved the Transfer of Shares pursuant to such Third Party Offer, and the Selling Shareholder is willing and able to accept the Third Party Offer, the Selling Shareholder shall give notice of the Third Party Offer (the "**First Refusal Notice**") to AIMCo (or any Permitted Transferee thereof designated by AIMCo) (the "**ROFR Rightholder**"). The First Refusal Notice shall constitute an offer to sell to the ROFR Rightholder the Affected Shares. A Third Party Offer shall not provide for any consideration other than cash consideration payable in full on closing (subject to escrow arrangements in respect of usual post-closing adjustments). Each First Refusal Notice shall:
  - (a) be made in writing by the Selling Shareholder;
  - (b) provide that the Selling Shareholder has received an offer which it is willing and able to accept, and that the offer is *bona fide* and is made by a Person with which the Selling Shareholder is dealing at Arm's Length or is another Shareholder, and be accompanied by a copy of the Third Party Offer;

- (c) include:
  - (i) the applicable aggregate number of Affected Shares;
  - (ii) the proposed date, time and location of the closing of the Transfer of the Affected Shares;
  - (iii) the purchase price per share for the Affected Shares; and
  - (iv) details as to the identity and business of the Third Party and of any Person that Controls the Third Party;
- (d) contain a representation and warranty by the Selling Shareholder that no Triggering Event has occurred with respect to the Selling Shareholder.

The offer constituted by each First Refusal Notice shall be irrevocable and remain open for Acceptance under Section (2) by the ROFR Rightholder for 20 days after the Notice Date.

- (2) The ROFR Rightholder has the right, exercisable by notice (in this Section 5.2, an "**Acceptance**") given to the Selling Shareholder within the period that the offer constituted by the First Refusal Notice is open for Acceptance under Section 5.2(1) to accept the offer constituted by the First Refusal Notice to purchase all of the Affected Shares or, if it wishes to purchase less than all of the Affected Shares, to indicate how many Affected Shares it wishes to purchase. If no Acceptance is given by the ROFR Rightholder under this Section 5.2(2) within 20 days after the Notice Date, then the ROFR Rightholder shall be deemed to have rejected the offer made available to it to purchase Affected Shares.
- (3) If either none or only a portion of the Affected Shares have been accepted for purchase by the ROFR Rightholder under this Section 5.2 before the expiry of the last applicable period under Section 5.2(2), the offer made by the Selling Shareholder is deemed to have been rejected with respect to either all of the Affected Shares or such portion of the Affected Shares which have not been accepted for purchase by the ROFR Rightholder, as applicable and the Selling Shareholder is entitled, within a period of 90 days after the expiration date of the last applicable period under Sections 5.2(2) and 5.2(3), to sell all and not less than all such Affected Shares that were not accepted for purchase by the ROFR Rightholder to the Third Party on the terms contained in the Third Party Offer, if before the completion of that sale, the Third Party agrees in writing to become bound by the provisions of this Agreement as a Shareholder, by signing an acknowledgement in the form of Schedule B or in another form as may be agreed by the Board of Directors. If that sale is not completed within that 90 day period, the provisions of this Section 5.2 shall apply again to any proposed sale by the Selling Shareholder of the Affected Shares and so on from time to time.

- (4) If the ROFR Rightholder exercises its right to purchase any of the Affected Shares, the purchase of such Affected Shares by the ROFR Rightholder shall be completed as part of the same closing at the price set out in the Third Party Offer and in accordance with the terms of the Third Party Offer, or otherwise, as soon as reasonably practicable following the delivery of an Acceptance by the ROFR Rightholder; provided all such transfers comply with Section 3.4(3) and all required Governmental Approvals in connection therewith have been obtained.
- (5) Once a Shareholder gives a First Refusal Notice, no other Shareholder may give a First Refusal Notice with respect to issued and outstanding Shares, until the Affected Shares are sold to the ROFR Rightholder and/or to the Third Party under this Section 5.2 or unless the purchase and sale of the Affected Shares under the purchase and sale agreement arising from the Third Party Offer is not completed in accordance with its terms.

### 5.3 Forced Withdrawal of a Shareholder.

- (1) A "**Triggering Event**" is the occurrence of any one of the following events with respect to a Shareholder other than a member of the AIMCo Shareholder Group or any Permitted Transferee thereof (the "**Defaulting Party**"):
- (a) the Defaulting Party fails to perform or is otherwise in breach of its material obligations under this Agreement, or under an instrument or document delivered under this Agreement after the date of this Agreement, and the failure or breach is not corrected within 30 days after receipt by that Defaulting Party of notice of the failure or breach from any other Party;
  - (b) any representation or warranty of the Defaulting Party contained in this Agreement, or in any instrument or document delivered under this Agreement at any time after the date of this Agreement, is or becomes inaccurate in any material respect and the Defaulting Party has not taken reasonable steps, to the satisfaction of the other Parties, acting reasonably, to ensure that the representation and warranty becomes accurate no later than 30 days after receipt by that Defaulting Party of notice from any other Party or the Corporation that the representation and warranty is inaccurate;
  - (c) the Defaulting Party makes an assignment for the benefit of its creditors generally or files a proposal under the *Bankruptcy and Insolvency Act* (Canada) or a receiving order is made or a petition is filed under the *Bankruptcy and Insolvency Act* (Canada) against the Defaulting Party;
  - (d) a resolution is passed for, or a judgment or order is issued by any court of competent jurisdiction ordering, the winding up or other liquidation or dissolution of the Defaulting Party;

- (e) a receiver, manager, receiver-manager, liquidator or trustee of the property, assets or undertaking of the Defaulting Party is appointed under the terms of a debenture or similar instrument and that appointment is not revoked or withdrawn within 30 days of the appointment;
- (f) the Defaulting Party permits its Shares to be liable to seizure; or
- (g) the Defaulting Party has been convicted of any criminal offence by a court of final and competent jurisdiction and has been sentenced to imprisonment for a period aggregating in excess of 30 days;
- (h) the Defaulting Party has been convicted of a criminal offence involving moral turpitude, including theft, fraud, embezzlement, forgery, misappropriation or wilful misapplication or of an offence of a similar character involving dishonest acts;
- (i) if the Defaulting Party is an individual:
  - (i) the Disability, death or termination of employment for any reason of the Defaulting Party; or
  - (ii) the Defaulting Party becomes a party to any proceeding commenced in or before any court or other tribunal, which court or tribunal would have the jurisdiction to make a decision, order or judgment which would have the effect of:
    - (A) transferring the Shares of the Defaulting Party or obligating the Defaulting Party to Transfer those Shares to his or her spouse or former spouse; or
    - (B) vesting the Shares of the Defaulting Party in his or her spouse or former spouse,

and the Defaulting Party does not produce evidence satisfactory to the Board of Directors, within 60 days of the date on which the application or proceeding is brought, that the financial claims of the spouse or former spouse to that entitlement can be settled without in any way, directly or indirectly, encumbering or interfering the holding of the Shares by the Defaulting Party or requiring disclosure, directly or indirectly, of any Confidential Information under Section 7.1 to the spouse or former spouse of the Defaulting Party by the Corporation or the Defaulting Party.

## (2) A Triggering Event:

- (a) referred to in Sections 5.3(1)(a), 5.3(1)(b) and 5.3(1)(e) shall be deemed to have occurred on the expiry of the 30 day period referred to in those Sections;
- (b) referred to in Section 5.3(1)(i)(ii) shall be deemed to have occurred on the expiry of the 60 day period referred to in that Section;

and all other Triggering Events shall be deemed to have occurred on the earlier of the date the Defaulting Party first gives notice to the Corporation of the occurrence of the particular Triggering Event and the date the Corporation first becomes aware of the occurrence of that Triggering Event.

- (3) On the occurrence of any Triggering Event, the Corporation will be constituted the agent for the Defaulting Party to offer to sell all the issued and outstanding Shares held by that Defaulting Party (in this Section 5.3, the "**Affected Shares**") to AIMCo (or any Permitted Transferee thereof designated by AIMCo) (the "**Purchasing Entity**") in accordance with this Section 5.3. The purchase price for each Affected Share will be equal to its fair market value as reasonably determined by the Board of Directors (excluding any nominees of the Defaulting Party) and approved by Special Approval (in this Section 5.3, the "**Agreed Share Price**").
- (4) Within 5 days after the occurrence of any Triggering Event, the Corporation shall give notice (the "**Triggered Notice**") of the occurrence of the Triggering Event to the Purchasing Entity. The Triggered Notice shall constitute an offer for sale to the Purchasing Entity of the Affected Shares at a purchase price per Share equal to the Agreed Share Price. Each Triggered Notice shall be made in writing by the Chief Executive Officer. The Corporation shall deliver a copy of the Triggered Notice to the Defaulting Party promptly after it has been delivered to the Purchasing Entity. The offer constituted by the Triggered Notice shall be irrevocable and remain open for Acceptance by the Purchasing Entity for 20 days after the date of the Notice Date.
- (5) The Purchasing Entity has the right, exercisable by an Acceptance given to the Corporation within the period when the offer constituted by the Triggered Notice is open for Acceptance under Section 5.3(4), to accept the offer in the Triggered Notice to purchase the Affected Shares or, if it wishes to purchase less than the total amount of the Affected Shares, to indicate how many Affected Shares it wishes to purchase. If no notice is given by the Purchasing Entity under this Section 5.3(5) within 20 days after the date of the Notice Date, then the Purchasing Entity shall be deemed to have rejected the offer made available to it to purchase Affected Shares.

- (6) A Defaulting Party shall lose all rights under Article 2, including the right to appoint a director under Section 2.3(1) and the right to have its representative on the Board of Directors present to constitute quorum under the provisions of Section 2.4(4), regardless of whether the Affected Shares have been purchased or not by the Purchasing Entity.
- (7) The completion of all purchases and sales of Affected Shares under this Section 5.3 shall take place on the 30<sup>th</sup> day after the expiry of the applicable period referred to in Sections 5.3(4).

#### **5.4 Drag Along Right.**

- (1) If either (i) the AIMCo Shareholder Group, or (ii) the AIMCo Shareholder Group together with any Permitted Transferees of the AIMCo Shareholder Group which are not members of the AIMCo Shareholder Group, in each case collectively holding a majority of the As-Converted Common Shares (as applicable, the "**Dragging Shareholder Group**"), obtains from a Person (in this Section 5.4, the "**Buyer**") a *bona fide* offer (a "**Drag-Along Offer**") to purchase in one transaction, or a series of related transactions (including by way of a Deemed Liquidation Event), all (or substantially all) of the issued and outstanding Shares of the Corporation, the Dragging Shareholder Group shall have the right, but not the obligation, to require each other Shareholder (each, a "**Drag-Along Shareholder**") to participate in such sale in the manner set forth in this Section 5.4.
- (2) The Dragging Shareholder Group shall exercise its rights under this Section 5.4 by delivering the Drag-Along Offer to each Drag-Along Shareholder. The Drag-Along Shareholders shall be deemed to have accepted the Drag-Along Offer for all purposes and shall, within 30 days of the date of the Drag-Along Offer, sign and deliver to the Corporation the documents and instruments as the Corporation or the Dragging Shareholder Group may request to confirm that acceptance. Notwithstanding anything to the contrary in this Agreement, if the Drag-Along Offer is structured as a Deemed Liquidation Event, each Drag-Along Shareholder shall vote in favour of the transaction and take all actions to waive any dissent, appraisal or other similar rights.
- (3) The purchase and sale of Shares between the Shareholders and the Buyer under the Drag-Along Offer shall be completed in accordance with the provisions of the Drag-Along Offer and each Shareholder shall represent and warrant to the others that none of them, their shareholders and their respective Affiliates has entered into any collateral agreement, commitment or understanding with the Buyer that has the effect of providing the Shareholders or any of their shareholders or their respective Affiliates with consideration that is not identical to the consideration, if any, payable to the Shareholders under the Drag-Along Offer.



- (4) Despite the foregoing, a Drag-Along Shareholder will not be required to comply with this Section 5.4 in connection with any Drag-Along Offer, unless:
- (a) any representations and warranties to be made by that Shareholder in connection with the Drag-Along Offer are limited to representations and warranties related to authority, ownership and the ability to convey title to the Shares and residency of the Shareholders for tax purposes, including, but not limited to, representations and warranties that (i) the Shareholder holds all right, title and interest in and to the Shares the Shareholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Shareholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Shareholder have been duly signed by the Shareholder and delivered to the acquirer and are enforceable against the Shareholder in accordance with their respective terms; and (iv) neither the signature and delivery of documents to be entered into in connection with the transaction, nor the performance of the Shareholder's obligations under this Agreement, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;
  - (b) the Shareholders shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Drag-Along Offer, other than the Corporation (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Corporation as well as breach by any Shareholder of any of identical representations, warranties and covenants provided by all Shareholders);
  - (c) the liability for indemnification, if any, of the Shareholder in the Drag-Along Offer and for the inaccuracy of any representations and warranties made by the Corporation or its Shareholders in connection with the Drag-Along Offer, shall be several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Corporation as well as breach by any Shareholder of any of identical representations, warranties and covenants provided by all Shareholders), and shall be proportionate to, and shall not exceed, the amount of consideration paid to the Shareholder in connection with the Drag-Along Offer;
  - (d) liability shall be limited to the Shareholder's applicable share (determined based on the respective proceeds payable to each Shareholder in connection with the Drag-Along Offer in accordance with the provisions of the Articles) of a negotiated aggregate indemnification amount that applies equally to all Shareholders but that in no event exceeds the amount of consideration otherwise payable to that Shareholder in connection with the

Drag-Along Offer, except for claims related to fraud by that Shareholder, the liability for which need not be limited to that Shareholder;

- (e) upon the consummation of the Drag-Along Offer (i) each holder of each class or series of Shares will receive the same form of consideration for their Shares of the class or series as is received by other holders in respect of their Shares of the same class or series of shares, (ii) the aggregate consideration receivable by all holders of the Preferred Shares and Common Shares shall be allocated among the holders of Preferred Shares and Common Shares on the basis of the relative liquidation preferences to which the holders of each respective class or series of Preferred Shares and the holders of Common Shares are entitled in a "Distribution" in accordance with the Corporation's Articles in effect before the Drag-Along Offer; and
- (f) subject to Section 5.4(4)(e) above, requiring the same form of consideration to be available to the holders of any single class or series of shares, if any holders of any Shares are given an option as to the form and amount of consideration to be received as a result of the Drag-Along Offer, all holders of the Shares will be given the same option, if nothing in this Section 5.4 shall entitle any holder to receive any form of consideration that the holder would be ineligible to receive as a result of the holder's failure to satisfy any condition, requirement or limitation that shall be generally applicable to the Shareholders.

## 5.5 Government Approvals.

- (1) If any Governmental Approval is required by a purchaser of Shares that is a Shareholder (in this Section 5.5(1), a "**Purchasing Shareholder**") under any provision of this Agreement, then, notwithstanding anything contained in this Agreement, the time period specified in this Agreement for acceptance of the offer by the Purchasing Shareholder shall, to the extent necessary, be extended for an additional 90 days to permit the Purchasing Shareholder to obtain the necessary Governmental Approval. Any application for Governmental Approval shall be the sole responsibility of the Purchasing Shareholder which shall also be responsible for all costs and expenses incurred in connection with the application. The other Shareholders and the Corporation shall use reasonable efforts to co-operate with the Purchasing Shareholder in any application for Governmental Approval, and the other Shareholders shall be reimbursed for any reasonable expenses incurred in connection with the Governmental Approval if the purchase of the Shares does not close. If any valuation, minority or other shareholder approval is required by Razor under applicable securities laws in connection with any transaction contemplated by this Agreement, then, notwithstanding anything contained in this Agreement, the time period specified in this Agreement for such transaction shall, to the extent necessary, be extended for an additional 90 days to permit Razor to comply with such requirements, which shall be the sole responsibility of Razor which shall also

be responsible for all costs and expenses incurred in connection such compliance requirements. The other Shareholders and the Corporation shall use reasonable commercial efforts to co-operate with reasonable requests made by Razor in connection with its compliance with such requirements, and the other Shareholders shall be reimbursed for any reasonable expenses incurred in connection with such matters.**Closing Procedures.**

- (1) The provisions of this Section 5.6 shall apply, as between the Parties, to any purchase and sale of Shares, or Convertible Securities, made under this Agreement, subject to any express provisions to the contrary.
- (2) The purchase price for the Shares or Convertible Securities shall be paid on closing by wire transfer of immediately available funds against receipt by the purchaser of the share certificate or certificates representing the Shares, and other evidence of title in the case of Convertible Securities, being purchased, duly endorsed for transfer in blank, and if the vendor is selling all of its Shares, together with the resignations by the vendor and its nominees, if any, as directors and/or officers of the Corporation.
- (3) The acceptance by the vendor of payment for the Shares and Convertible Securities, if any, being purchased and sold shall constitute a representation and warranty by the vendor that the vendor has good and marketable title to the Shares and Convertible Securities, free and clear of any mortgage, hypothec, lien, charge, priority, pledge, encumbrance, security interest or adverse claim, except the terms of this Agreement. Notwithstanding the foregoing, the vendor shall deliver to the purchaser all documents, instruments and releases, and shall do all acts and things as the purchaser may reasonably request, whether before or after completion of the transaction, to vest title in the purchaser.
- (4) If, at the time of sale, the vendor is indebted to the Corporation, the purchaser has the right to satisfy that indebtedness on behalf of the vendor by remitting to the Corporation on behalf of the vendor the portion of the purchase price payable for the Shares and Convertible Securities that is equal to the indebtedness. That remittance on behalf of the vendor shall constitute payment in full by the purchaser to the vendor of the amount so remitted.
- (5) If, at the time of sale of its last Shares, the vendor is liable or responsible as a guarantor for any debts, liabilities or obligations of the Corporation, the purchaser shall use reasonable efforts to cause all such guarantees to be released at or before the time of sale. Should the purchaser fail to obtain the release of all the guarantees at or before the time of sale, the purchaser shall indemnify and hold harmless the vendor for any liability arising as a result of any unreleased guarantees if the vendor is selling all (and not less than all) of its Shares.

- (6) If, at the time of closing, the vendor does not complete the sale for any reason, the purchaser has the right to deposit the purchase price for the Shares and Convertible Securities, if any, to be purchased and sold for the account of the vendor in an interest-bearing account with a recognized Canadian trust company and that deposit shall constitute valid and effective payment of the purchase price to the vendor. Afterwards the purchaser and the Secretary of the Corporation has the right to sign and deliver any deeds, stock transfers, assignments, resignations, releases and other documents as may, in the reasonable opinion of the purchaser and the Secretary of the Corporation, be necessary or desirable to complete the transaction. If payment of the purchase price is so deposited, then from and after the date of deposit, notwithstanding that certificates evidencing the Shares have or may not have been delivered to the purchaser, the purchase of the Shares and the Convertible Securities, if any, shall be deemed to have been fully completed and the records of the Corporation shall be amended accordingly and all right, title, benefit and interest in and to the Shares and Convertible Securities shall be conclusively deemed to have been Transferred and assigned to and become vested in the purchaser and all right, title, benefit and interest of the vendor and of any other Person (other than the purchaser) having any interest in and to the Shares and Convertible Securities, legal or equitable, in any capacity whatsoever shall cease.
- (7) Each Shareholder consents to any Transfer of Shares under this Article 5.
- (8) At the time of the sale, the vendor shall provide to the purchaser a statutory declaration of the owner(s) of the Shares being sold that the owner(s) is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada). If no declaration is delivered by the vendor, the purchaser shall be entitled to deduct from the purchase price payable to the vendor an amount equal to the amount of tax for which the purchaser may be liable (as determined solely by the purchaser) under the *Income Tax Act* (Canada).
- (9) For the purposes of this Section 5.6, any reference to the vendor shall mean the registered holder or holders of the Shares and/or Convertible Securities.

## **ARTICLE 6 MINORITY SHAREHOLDERS**

### **6.1 Minority Shareholders.**

- (1) The Minority Shareholders agree that they are holding Shares of the Corporation so that they can participate in an increase in the equity value of the Corporation, but they do not want and do not expect to have any other rights as Shareholders of the Corporation, including voting rights, information rights, dissent rights, and governance rights, other than the rights provided under the oppression remedy set out in Section 242 of the Act. If those rights have been removed, the Minority

Shareholders acknowledge that they will also not have any oppression rights to enforce those rights that they have willingly relinquished. Accordingly, the Minority Shareholders agree to the following provisions, that remove their rights as shareholders other than their right to participate with other Shareholders of the Corporation in any distributions or payments made to Shareholders in respect of their Shares.

- (2) Each Minority Shareholder shall vote his, her or its Shares (including signing any written resolution) in favour of any changes to the articles or by-laws of the Corporation approved by the Board of Directors.
- (3) Each Minority Shareholder irrevocably appoints the Chief Executive Officer of the Corporation, or another person as may be designated by the Board of Directors (the "**Designated Representative**") as the Minority Shareholder's lawful attorney, with full power of substitution, in the name of the Minority Shareholder to carry out the rights, powers and duties of the Minority Shareholder set out in this Agreement and the Designated Representative accepts the appointment. This appointment, being coupled with an interest, shall be irrevocable by each of the Minority Shareholders and shall not be revoked by the insolvency, bankruptcy, death, incapacity, dissolution, liquidation or other termination of the existence of the Minority Shareholder and each of the Minority Shareholders agrees to ratify and confirm all that the attorney may do or cause to be done in accordance with this Agreement. The power of attorney granted in this Section shall not be intended to be a CPOA. The signature of this Agreement shall not terminate any CPOA previously granted by the Minority Shareholder and this power of attorney shall not be terminated by the signature by the Minority Shareholder in the future of a CPOA, and the Minority Shareholder agrees not to take any action that results in the termination of this power of attorney.
- (4) Each Minority Shareholder acknowledges that, during the term of this Agreement, the Designated Representative is authorized and required to act for each of the Minority Shareholders under this Agreement and in connection with the Shares beneficially owned by the Minority Shareholder. In this regard, the Designated Representative's rights, duties and obligations will include, subject to the provisions below, in his or her discretion (provided that the Designated Representative will exercise his or her discretion to give full effect to the provisions of this Agreement), the right, duty and obligation to:
  - (a) exercise all rights and powers to vote, or abstain from voting, the Shares, beneficially owned by each Minority Shareholder, in respect of any matter where Minority Shareholders would have a right to vote the Shares. In connection with such authority, each Minority Shareholder irrevocably appoints the Designated Representative as proxy for the Minority Shareholder, with power of substitution to attend, act and vote for and for the Minority Shareholder at any meeting of Shareholders that the Minority

Shareholder shall be entitled to vote thereat, in the same manner, to the same extent and with the same power as if the Minority Shareholder were present at the meeting or any adjournment of the meeting. The Designated Representative may sign and deliver any proxy in respect of any meeting at any time and from time to time in accordance with the provisions of this Agreement. Any proxy signed and delivered in accordance with this Agreement relating to any meeting of Shareholders or any adjournments of the meeting at which Minority Shareholders have a right to vote shall revoke any proxy otherwise signed and delivered by or for the Minority Shareholder for such meeting or any adjournments of the meeting, regardless of their respective dates. Discretionary authority is conferred by the Minority Shareholder on the Designated Representative for amendments or variations to the matters identified in any notice of meeting or other matters which may properly come before any meeting or any adjournment. Despite the discretion of the Designated Representative under this Agreement, the Designated Representative shall vote all Shares in accordance with the voting recommendation of the Board of Directors, if any. The Designated Representative shall be also entitled to consent to resolutions in writing for the Minority Shareholder as the Minority Shareholder's attorney;

- (b) exercise in the sole discretion of the Designated Representative all other rights and powers of each Minority Shareholder as a shareholder of the Corporation (including for any action by or proposed to be taken by the Corporation and for accepting or waiving receipt of information or deliveries to which the Shareholders would otherwise be entitled);
  - (c) approve, sign and deliver any amendment, supplement, restatement, replacement to or of this Agreement for the Minority Shareholder;
  - (d) fulfill all obligations and take all actions necessary or desirable to carry out any decision of the Shareholders, including the signature and delivery of any documents, certificates, consents, notices, filings or other materials with any person or entity, including regulatory authority or stock exchange, signature by the Designated Representative to demonstrate the approval of the Designated Representative; and
  - (e) exercise all other rights of each Minority Shareholder and fulfill all obligations and take all required actions of each Minority Shareholder under this Agreement, including for the Transfer of Shares beneficially owned or Controlled by a Minority Shareholder.
- (5) Each Minority Shareholder acknowledges and agrees that he, she or it, will (a) be bound by all actions taken by the Designated Representative on his, her or its behalf in accordance with this Section 6.1 and (b) will have no power or right to exercise any rights as a shareholder of the Corporation to the extent delegated to

the Designated Representative. The Corporation shall be entitled and required to deal with and rely upon the actions of the Designated Representative.

- (6) The Designated Representative may, in his or her complete discretion, but without any obligation, consult with the Minority Shareholders, or any of them, before exercising any right or taking any step delegated to the Designated Representative. If the Designated Representative does consult with any Minority Shareholder(s), he or she shall not be bound to follow the wishes of any Minority Shareholder(s).
- (7) The Designated Representative agrees to serve as the Designated Representative without compensation. The Corporation will pay within 30 days after written request from the Designated Representative all reasonable out-of-pocket expenses incurred by the Designated Representative in the performance of his or her duties and obligations under this Agreement, including reasonable fees of counsel.
- (8) Each Minority Shareholder irrevocably waives any claims of every nature and kind which he, she or it may now have or at any time in the future may have against the Designated Representative and his or her heirs, administrators, executors and personal representatives (the "**Releasees**"), and releases the Releasees from any liability whatsoever arising out of, in connection with, or related to this Agreement or the exercise of the Designated Representative's powers and rights or the performance of his or her duties under this Agreement, except claims which arise from gross negligence, wilful misconduct or fraud of the Designated Representative. Each Minority Shareholder acknowledges that he, she or it has been informed and understands that the Designated Representative may hold, now or in the future, Shares of the Corporation, and that the interests of the Designated Representative and the Shareholders appointing the Designated Representative may conflict and, despite the agreement, voluntarily and knowingly, have appointed the Designated Representative.
- (9) The Designated Representative may retain legal counsel and advisors as may be reasonably required for discharging or determining his or her rights and obligations under this Agreement, and may rely on the advice of counsel or advisor. The Corporation will promptly pay or reimburse the Designated Representative for any reasonable fees, expenses and disbursements of the counsel or advisors.
- (10) In furtherance of the appointment of the Designated Representative to carry out the duties and powers assigned by this Section, each Minority Shareholder shall from time to time and at all times during the term of this Agreement do whatever may be requested by the Designated Representative to enable or facilitate the exercise of any rights by or for each Minority Shareholder by the Designated Representative.

- (11) The Corporation jointly and severally with each Minority Shareholder will indemnify and hold the Designated Representative harmless from and against any losses, costs, claims, expenses and liabilities to any third party (including all amounts paid or incurred by the Designated Representative in a settlement or paid or incurred in satisfaction of any judgment, award, order, penalty or finding) in connection with, arising out of or related to any claim, action, suit, investigation or proceeding to which the Designated Representative is a party or which is suffered or incurred by the Designated Representative because of (i) the Person being the Designated Representative or (ii) any action, or failure to take any action, in the administration or performance of his duties under this Agreement, except, if and to the extent that a court of competent jurisdiction in a final and non-appealable judgment determines that the Designated Representative acted with gross negligence, wilful misconduct or fraud in connection with that matter.

## **ARTICLE 7 GENERAL**

### **7.1 Confidentiality of Information.**

- (1) Each Minority Shareholder and Razor covenants and agrees that it shall hold in the strictest confidence and shall not (either during the term of this Agreement or at any time thereafter), without the prior written consent of the other Parties, use or disclose to any Person, directly or indirectly, any Confidential Information, except that each Minority Shareholder and Razor shall not be precluded by this Section from disclosing Confidential Information if:
- (a) the Confidential Information is generally available to the public other than as a result of disclosure by a Minority Shareholder or Razor;
  - (b) the disclosure of the Confidential Information is required by any law, regulation, court order or Governmental Authority, and reasonable prior notice and opportunity to comment is provided to the other Parties;
  - (c) the Confidential Information relates to the terms of this Agreement, is disclosed by the Minority Shareholders or Razor to any of its Affiliates, shareholders, directors, officers, employees, auditors, advisors, lenders including potential lenders, and investors including potential investors, as required to conduct their respective businesses and affairs, and is disclosed on the condition that the Persons receiving the information do not disclose the information to any other Person;
  - (d) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Corporation; or



- (e) with the prior approval of the Board of Directors, to any prospective purchaser of any Shares, if the prospective purchaser agrees to be bound by the provisions of this Section 7.1.

**7.2 Remedies Cumulative.** The rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution of any rights or remedies provided in law.

**7.3 Entire Agreement.** This Agreement and other documents dated as of the date hereof between the Parties constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral. Except as specifically set out in this Agreement, there are no representations, warranties, conditions or other agreements or acknowledgements, whether direct or collateral, express or implied, written or oral, statutory or otherwise, that form part of or affect this Agreement or which induced any Party to enter into this Agreement. No reliance is placed on any representation, warranty, opinion, advice or assertion of fact made either before, concurrently with, or after entering into, this Agreement, or any amendment or supplement to this Agreement, by any Party to any other Party, except to the extent the representation, warranty, opinion, advice or assertion of fact has been reduced to writing and included as a term in this Agreement, and none of the Parties has been induced to enter into this Agreement or any amendment or supplement by reason of the representation, warranty, opinion, advice or assertion of fact. There shall be no liability, either in tort or in contract, assessed in relation to the representation, warranty, opinion, advice or assertion of fact, except as contemplated in this Section 7.3.

**7.4 Legal Advice.** Each Party acknowledges having been advised to obtain independent legal advice before entering into this Agreement and by entering this Agreement that Party represents that it did obtain whatever independent legal advice it considered appropriate and sufficient.

**7.5 Time of Essence.** For every provision of this Agreement, time is of the essence.

**7.6 Amendments and Modification; Waiver.**

- (1) This Agreement (or any provision hereof) may only be amended, supplemented or otherwise modified or waived by written agreement signed by the Corporation and all of the Shareholders; provided that if
  - (a) AIMCo authorizes or otherwise consents to an amendment, waiver or modification; and
  - (b) Razor authorizes or otherwise consents to such amendment waiver or modification (provided that this Section 7.6(1)(b) shall cease to have any

force or effect from and after such time that Razor owns less than 10% of the As-Converted Common Shares)

then each Shareholder hereby agrees to promptly provide its authorization or consent to such matter if requested by the Corporation or such other approving Shareholders.

- (2) The requirement for a Shareholder to provide its authorization or consent pursuant to Section 7.6(1) shall not apply in the following cases unless the additional approvals noted below in this Section 7.6(2) shall have also been obtained:
  - (a) any amendment, waiver or modification that would have a disproportionate and adverse effect on the rights or obligations hereunder of any Shareholder in each case relative to the rights or obligations of other Shareholders shall require the written consent of the Shareholder that is so adversely and disproportionately affected; and
  - (b) any such amendment, waiver or modification of this Section 7.6 may only be taken with the unanimous consent of the Shareholders.
- (3) For certainty, the powers of attorney granted in Sections 2.8(3) and 6.1(3), grant such attorney power to execute and deliver such documents, instruments or agreements, and do all acts and things necessary, to approve, by proxy, vote, resolution, or otherwise, any amendment, supplement or other modification or waiver of this Agreement approved by the Corporation and other Shareholders in accordance with Section 7.6.
- (4) No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**7.7 Severability.** If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner

in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**7.8 Arbitration.** All disputes arising out of, or in connection with, this Agreement, or in respect of any legal relationship associated with it or derived from it, will be finally resolved by arbitration administered by CDR Canada Inc. under its Canadian Arbitration Rules. The place of arbitration will be Calgary, Alberta. The language of the arbitration will be English.

**7.9 Jurisdiction.** The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the province of Alberta in respect of all disputes arising out of, or in connection with, this Agreement, or in respect of any legal relationship associated with it or derived from it.

**7.10 Governing Law.** This Agreement is governed by, and interpreted and enforced in accordance with, the laws of the province of Alberta and the federal laws of Canada.

**7.11 Term.**

- (1) This Agreement shall come into force and effect as of the date set out on the first page of this Agreement and, except as provided in Section 7.11(3) and 7.11(4), shall continue in force until the earlier of:
  - (a) the date on which one Shareholder holds all Shares;
  - (b) immediately before the time at which the Corporation completes an Initial Public Offering;
  - (c) the dissolution, winding up or bankruptcy of the Corporation;
  - (d) the date on which this Agreement is terminated by an instrument in writing signed by (i) AIMCo and each other member of the AIMCo Shareholder Group, and (ii) Shareholders who hold in the aggregate Shares representing not less than 50% of the votes attributable to all Shares other than Shares owned by the AIMCo Shareholder Group; or
  - (e) the date on which a Deemed Liquidation Event occurs;
- (2) Provisions of this Agreement that expressly state that they survive termination of this Agreement shall continue to survive.
- (3) Sections 2.13, 6.1(11), 7.1, 7.8, 7.9, 7.10, 7.12 and 7.13 shall survive any termination of this Agreement and shall continue in full force and effect in accordance with their terms even if a court or the Parties determine that one or more other provisions of this Agreement are invalid, contrary to law or unenforceable.

- (4) Schedule C shall survive any termination of this Agreement pursuant to Section 7.11(1)(b) or 7.11(1)(e) and shall continue in accordance with its terms.

## **7.12 Notices.**

- (1) Any notice, direction or other communication given under this Agreement shall be in writing and delivered by means (including email) allowing the sender to obtain a proof of receipt by the recipient, at the address set out below.

in the case of a notice to any member of the AIMCo Shareholder Group addressed to it at:

Alberta Investment Management Corp.  
1600-10250 101 Street NW  
Edmonton, AB  
T5J 3P4

Attention: David Tiley, Managing Director Public Equities  
david.tiley@aimco.ca

and with a copy to: AIMCo.LegalServices@aimco.alberta.ca

and with a copy to:

Torys LLP  
525 – 8<sup>th</sup> Avenue S.W., 46<sup>th</sup> Floor  
Calgary, AB T2P 1G1

Attention: Neville Jugnauth  
njugnauth@torys.com

and in the case of a notice to Razor Energy Corp., addressed to it at:

Razor Energy Corp.  
500-5th Avenue SW  
Suite 800  
Calgary, AB T2P 3L5

Attention: Doug Bailey  
dbailey@razor-energy.com

with a copy to:

McCarthy Tétrault LLP  
421 – 7<sup>th</sup> Avenue S.W.  
Suite 4000  
Calgary, AB T2P 4K9

Attention: Brad Squibb  
bsquibb@mccarthy.ca

- (2) Any notice sent in accordance with this Section 7.12 shall be deemed to have been validly and effectively given (i) if personally delivered, on the date of such delivery if such date is a Business Day and such delivery was made prior to 4:00 p.m. and otherwise on the next Business Day, or (ii) if transmitted by email on the Business Day following the date of transmission.
- (3) Any Party may change its address for service from time to time by notice to all Parties given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

**7.13 Enurement and Assignment.** This Agreement enures to the benefit of, and is binding on, the Parties and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns. Except as specifically permitted by this Agreement, no Party may assign any of its rights and obligations under this Agreement.

**7.14 Further Assurances.** Each of the Shareholders shall vote and act at all times as a shareholder of the Corporation and in all other respects use reasonable efforts to take all steps, sign all documents and do all acts and things as may be reasonably within its power to carry out to their full extent the provisions of this Agreement and to cause the Corporation to act in the manner contemplated by this Agreement.

**7.15 Counterparts.** This Agreement may be signed in any number of counterparts, each of which will be deemed to be an original and taken together will constitute one agreement. Delivery of a signed counterpart of this Agreement by facsimile or sent electronically in legible form, including without limitation in a tagged image format file (TIFF) or portable document format (PDF), will be equally effective as delivery of a manually signed counterpart of this Agreement.

**SIGNED** on the date first above written.

**FutEra Power Corp.**

By: \_\_\_\_\_  
Name:  
Title:

**Alberta Investment Management Corporation**

By:  \_\_\_\_\_  
Name: David Tiley  
Title: Managing Director, Public Equities

**Seibu Investments Ltd.**

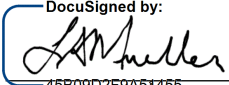
By:  \_\_\_\_\_  
Name: David Tiley  
Title: Director

**Razor Energy Corp.**

By: \_\_\_\_\_  
Name:  
Title:

**SIGNED** on the date first above written.

**FutEra Power Corp.**

By:  \_\_\_\_\_  
Name: Lisa Mueller  
Title: President & CEO

**Alberta Investment Management Corporation**

By: \_\_\_\_\_  
Name: David Tiley  
Title: Managing Director, Public Equities

**Seibu Investments Ltd.**

By: \_\_\_\_\_  
Name: David Tiley  
Title: Director

**Razor Energy Corp.**

By: \_\_\_\_\_  
Name:  
Title:

**SIGNED** on the date first above written.

**FutEra Power Corp.**

By: \_\_\_\_\_  
Name:  
Title:

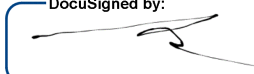
**Alberta Investment Management Corporation**

By: \_\_\_\_\_  
Name: David Tiley  
Title: Managing Director, Public Equities

**Seibu Investments Ltd.**

By: \_\_\_\_\_  
Name: David Tiley  
Title: Director

**Razor Energy Corp.**

By:  \_\_\_\_\_  
Name: Doug Bailey  
Title: CEO



**SCHEDULE A  
SHAREHOLDERS**

| <u>Name of Shareholder</u> | <u>Number of Shares</u>          | <u>Proportion of Shares</u> |
|----------------------------|----------------------------------|-----------------------------|
| Seibu Investments Ltd.     | 490,000 Common Shares            | 70%                         |
| Razor Energy Corp.         | 210,000 Common Shares            | 30%                         |
| Seibu Investments Ltd.     | 300,000 Class B preferred shares | 100%                        |



**SCHEDULE C  
REGISTRATION RIGHTS (U.S. AND CANADA)**

**1. Definitions.**

- (a) **Definitions.** In this Schedule C unless otherwise defined herein or in the Unanimous Shareholders Agreement to which this Schedule C is scheduled, capitalized terms will have the following meanings:

**"Additional Securities"** has the meaning given to that term in Section 3(c);

**"Adverse Disclosure"** means public disclosure of material non-public information that, in the good faith judgment of the Board of Directors of the Corporation, acting reasonably, and on advice of the Corporation's counsel: (i) would be required to be made in any registration statement or Canadian Prospectus filed with the applicable regulatory authorities by the Corporation so that such registration statement or Canadian Prospectus from and after its effective date, does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) would not be required to be made at such time but for the filing, effectiveness or continued use of such registration statement or Canadian Prospectus; and (iii) would be seriously detrimental to the Corporation and the Corporation has a bona fide business purpose for not disclosing publicly;

**"Canadian Prospectus"** means a prospectus (including a short form prospectus) prepared in accordance with applicable Canadian Securities Laws for the purposes of qualifying securities for distribution or distribution to the public, as the case may be, in any province or territory of Canada;

**"Canadian Securities Laws"** means all applicable securities laws in each province and territory of Canada and the respective regulations and rules under such laws, together with applicable policy statements, notices and orders of the applicable Canadian Securities Commissions and applicable by-laws, rules and regulations of any stock exchange on which the Common Shares or other Shares are then listed or proposed to be listed;

**"Canadian Securities Commissions"** means the securities commission or other securities regulatory authority in each province and territory of Canada;

**"Exchange Act"** means the amended Securities Exchange Act of 1934, or any successor United States federal statute and the rules and regulations of the SEC promulgated thereunder, all as the same will be in effect from time to time;

**"F-3 Registration"** has the meaning given to that term in Section 4(a);

**"F-3 Registration Request"** has the meaning given to that term in Section 4(a);

**"Holder"** means any member of the AIMCo Shareholder Group and any Permitted Transferee thereof holding Registrable Securities;

**"Indemnified Party"** has the meaning given to that term in Section 8(c);

**"Indemnifying Party"** has the meaning given to that term in Section 8(c);

**"Indemnifying Shareholder"** has the meaning given to that term in Section 8(b);

**"Initial Public Offering"** means the consummation of the Corporation's sale of its Common Shares from treasury in a bona fide, firm commitment underwriting as authorized by a registration statement under the U.S. Securities Act; or a Canadian Prospectus in respect of which a final receipt has been obtained;

**"NI 44-101"** means National Instrument 44-101 – *Short Form Prospectus Distributions* under Canadian Securities Laws, or any successor to NI 44-101;

**"Other Shareholder"** means a Shareholder other than a Holder;

**"Prospectus"** means, as the context may require, with respect to a public offering or distribution in the United States, the prospectus included in any registration statement, or, with respect to a public offering or distribution in Canada, a Canadian Prospectus, as any such document may be amended or supplemented by an amendment or prospectus supplement, including any post-effective amendment, and all material incorporated by reference in such prospectus;

**"register"**, **"registered"** and **"registration"** refer to a registration effected by preparing and filing a registration statement in compliance with the U.S. Securities Act, and the declaration or ordering of the effectiveness of the registration statement. In addition, unless inconsistent with the context: (i) the term **"registration"** and any references to the act of registering include the qualification under Canadian Securities Laws of a Canadian Prospectus in respect of a distribution or distribution to the public, as the case may be, of securities; (ii) the term **"registered"** as applied to any securities includes a distribution or distribution to the public, as the case may be, of securities so qualified; (iii) the term **"registration statement"** includes a Canadian Prospectus; and (iv) any references to a registration statement having become effective, or similar references, will include a Canadian Prospectus for which a final receipt has been obtained from the relevant Canadian Securities Commission;

**"Registrable Securities"** means (i) the Common Shares of the Corporation issuable or issued upon conversion of the Preferred Shares and any Common Shares issued or issuable upon the conversion or exercise of any other security (the **"Stock"**), (ii) any other shares of the Corporation issued as (or issuable upon

conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to or in exchange for or replacement of the Stock, excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which a Holder's rights under this Schedule are not assigned and (iii) any Common Shares held by the Holder or an entity Controlled by it;

**"Registration Request"** has the meaning given to that term in Section 3(a);

**"SEC"** means the Securities and Exchange Commission or any other U.S. federal agency at the time administering the U.S. Securities Act;

**"U.S. Securities Act"** means the amended United States Securities Act of 1933, and the rules and regulations of the SEC promulgated thereunder, all as the same will be in effect from time to time, and includes, unless inconsistent with the context, applicable Canadian Securities Laws;

(b) In this Schedule, references to sections and subsections are references to sections and subsections of this Schedule.

## 2. Piggyback Registration Rights.

(a) **Notice of Registration.** If at any time or from time to time, the Corporation will determine to register any of its equity securities for its own account (other than a registration statement filed under Section 3 of this Schedule or on Form S 8, F 8 or F 80 (or any similar or successor form)) or for the account of other securityholders or both (which, for greater certainty, shall include a filing performed in connection with an Initial Public Offering), the Corporation will on each such occasion, not less than 30 days before that filing:

- (i) promptly give to the Holders written notice of it; and
- (ii) include in the registration (and any related qualification under blue sky laws or other compliance), and underwriting, all the Registrable Securities (subject to cutback as set forth in Section 2(c)) specified in a written request or requests made within 20 days after receipt of the written notice from the Corporation by Holders of Registrable Securities.

In connection with any registration under this Section 2, the Holders of Registrable Securities participating in the registration will provide all information to the Corporation as may be reasonably required in order to permit the Corporation to comply with all applicable requirements of the

SEC and/or Canadian Securities Laws, as applicable in connection with the registration.

- (b) From and after the date of this Schedule and until the Holders do not own at least five percent (5%) of the As-Converted Common Shares or equivalent securities in any successor or assignee resulting from the arrangement, amalgamation, consolidation, merger or sale of all or substantially all of the assets of the Corporation, the Corporation shall not grant any piggyback rights or similar rights to any Person, unless such rights are expressly made subject to the prior right of the Holders to include any or all of their Registrable Securities before such other Person includes any Registrable Securities in any Canadian Prospectus or registration statement relating to an underwritten public offering or offering with respect to which, in the opinion of the lead underwriters or lead agents, as applicable, the inclusion in the offering of all Registrable Securities requested to be included in the Canadian Prospectus or registration statement by all Persons holding prospectus qualification and registration rights would materially and adversely affect the successful marketing of the securities (including the Registrable Securities) to be sold.
- (c) **Underwriting.** If the registration for which the Corporation gives notice under Section 2(a) is a registered public offering involving an underwriting, then the Corporation shall so advise the Holders of Registrable Securities as part of the notice given pursuant to Section 2(a) that the right of any Holder to registration under this Section 2 will be conditioned upon the Holder's participation in the underwriting and the inclusion of Registrable Securities in the underwriting to the extent provided in this Schedule. If any Holder proposes to distribute its securities through the underwriting, the Holder will (together with the Corporation and any Other Shareholders distributing their securities through the underwriting) enter into an underwriting agreement in customary form with the managing underwriter selected for that underwriting by the Corporation; provided that the underwriting agreement will not provide for indemnification or contribution obligations on the part of Holders materially greater than the obligations of the Holders under Sections 8(b), 8(c) and 8(d) of this Schedule nor will it require the Holders to represent and warrant anything other than good title, free of encumbrances, to the Shares being sold, the accuracy of the information provided by them in the registration statement and residency of the Holder.

Despite any other provision of this Section 2, if the managing underwriter advises the Holders registering securities in writing that marketing factors require a limitation on the number of securities to be underwritten, then subject to Section 2(b) the Registrable Securities of the Holders, the securities of the Corporation and the securities held by any Other

Shareholders distributing their securities through the underwriting may be excluded from the underwriting because of the underwriter's marketing limitation to the extent so required by the limitation as follows: (i) first, the securities held by all Other Shareholders, distributing their securities through the underwriting will be excluded in a manner that the number of any securities that may be included by the Other Shareholders are allocated in proportion, as nearly as practicable to the amounts of the securities proposed to be offered by those Persons in the registration, (ii) if after all securities held by all Other Shareholders have been excluded, Registrable Securities of the Holders will be excluded so that the number of any Registrable Securities that may be included by the Holders are allocated in proportion, as nearly as practicable to the amounts of Registrable Securities held by those Holders, and (iii) if after all securities held by all Shareholders, including the Holders have been excluded, securities of the Corporation will be excluded. The Corporation will advise all Holders of Registrable Securities requesting registration of the number of shares entitled to be included in the registration. If any Holder or Other Shareholder disapproves of the terms of the underwriting, the Holder may elect to withdraw from the underwriting by written notice to the Corporation and the managing underwriter, without thereby incurring any liability to the Corporation or Other Shareholders. Any securities excluded or withdrawn from the underwriting will be withdrawn from the registration, and will not be transferred in a public distribution before 120 days after the effective date of the registration statement. If the Holder decides not to include all of its Registrable Securities in any registration, such Holder shall nevertheless continue to have the right to include its Registrable Securities in any subsequent registration all on terms and conditions set forth herein.

- (d) **Right to Terminate Registration**. The Corporation will have the right to postpone, terminate or withdraw any registration initiated by it under this Section 2 before the effectiveness of the registration, whether or not any Holder has elected to include securities in the registration.
- (e) **Termination of Piggyback Rights**. The rights of any Holder to receive notice and to participate in a registration under the terms of this Section 2 will terminate upon the earliest of (i) the time when the Holder ceases to hold Registrable Securities, or (ii) the fourth anniversary of the Initial Public Offering.

### **3. Demand Registration Rights.**

- (a) **Demand Registration**. The Holders will be entitled to have the Corporation effect up to four (4) demand registrations of Registrable Securities then owned by the Holders provided that any concurrent registration of Registrable Securities under Canadian Securities Laws and the US Securities

Act shall be deemed to constitute one occasion only and a demand registration will not be considered as having been effected until a receipt has been issued by the applicable securities commission for a prospectus pursuant to which the demand Registrable Securities are to be sold. A request for the registration (a "**Registration Request**") must be made in writing and the Registrable Securities must have an offering value of at least \$5,000,000 in the aggregate (based on the then current market price for the securities). The Corporation will give notice of the requested registration to all Holders and will use its best efforts to register as soon as reasonably practicable, but in any event within 90 days of the Registration Request, the Registrable Securities specified in the Registration Request to permit their sale, and in connection with them, will prepare and file a registration statement (on any appropriate form selected by the Corporation) with the SEC under the U.S. Securities Act to effect the registration or file a Canadian Prospectus, as applicable. The registration statement or Canadian Prospectus will contain the required information under the rules and regulations promulgated under the U.S. Securities Act and the additional information as considered necessary by the managing underwriter or if there is no managing underwriter, as considered necessary by mutual agreement between the Holders requesting registration and the Corporation. The Registration Request will (i) specify the number of shares intended to be offered and sold; (ii) express the present intention of the requesting Holders to offer or cause the offering of the shares for distribution; (iii) describe the nature or method of the proposed offer and sale; and (iv) contain the undertaking of the requesting Holders to provide all the information and materials and take all action as may be required in order to permit the Corporation to comply with all applicable requirements of the SEC or Canadian Securities Laws and to obtain any desired acceleration of the effective date of the registration statement.

- (b) **Underwritten Public Offering.** The Holders making a Registration Request will have the right to select the managing underwriter for any offering, subject to approval of the Corporation, which approval will not be unreasonably withheld. The Corporation (together with all officers, directors and Other Shareholders proposing to distribute their securities through the underwriting under Section 3(c)) will afterwards enter into an underwriting agreement with an investment banking firm or firms containing representations, warranties, indemnities and agreements then customarily included by an issuer in underwriting agreements with respect to secondary distributions. The Corporation will not cause the registration under the U.S. Securities Act of any other shares to become effective (other than registration of an employee stock plan, or registration in connection with any Rule 145 or similar transaction) during the effectiveness of a registration requested under this Section for an underwritten public offering



if, in the judgment of the underwriter or underwriters, marketing factors would adversely affect the price of the Registrable Securities subject to the underwritten registration.

- (c) **Inclusion of Additional Securities**. The Corporation may include in a registration under this Section 3 securities for its own account and by Other Shareholders (including officers and employees of the Corporation), in amounts as determined by the Board of Directors (the "**Additional Securities**"). If the Additional Securities are included in a registration under this Section 3, and if the underwriter of the registration advises the Shareholders or the Corporation registering shares in writing that marketing factors require a limitation on the number of shares to be underwritten, then the Registrable Securities of the Holders, the securities for the account of the Corporation and the securities held by officers or directors of the Corporation and Other Shareholders will be excluded from the underwriting because of the underwriter's marketing limitation to the extent so required by the limitation as follows: (a) first, the securities held by all Other Shareholders will be excluded in a manner that the number of any securities that may be included by the Other Shareholders are allocated in proportion, as nearly as practicable to the amounts of the securities proposed to be offered by those Persons in the registration, (b) if after all securities held by all Other Shareholders have been excluded, securities for the account of the Corporation will be excluded, (c) if after all securities held by all Other Shareholders of the Corporation and all securities for the account of the Corporation have been excluded, Registrable Securities of the Holders will be excluded in a manner that the number of any Registrable Securities that may be included by the Holders are allocated in proportion, as nearly as practicable to the amounts of Registrable Securities held by the Holders. No securities excluded from the underwriting because of the underwriter's marketing limitation will be included in the registration. If any officer, director or other Shareholder (including a Holder) who has requested inclusion in the registration as provided above disapproves of the terms of the underwriting, the Person may elect to withdraw from the underwriting by written notice to the Corporation, the underwriter and the Holders requesting registration. If the Corporation has substantially prepared and has filed, or is in a position to file, a registration statement under this Section 3, and the registration does not become effective because of the refusal of the Holders to proceed (other than refusal to proceed based upon the existence in the registration statement, or the prospectus contained in it, of an untrue statement of a material fact or omission to state a material fact required to be stated in it or necessary to make the statements not misleading), then a demand registration will be deemed to have been effected by the Corporation at the request of the Holders unless the requesting Holders will agree to pay all the reasonable out-of-pocket

expenses incurred by the Corporation in connection with the registration. If 50% or more of the Registrable Securities proposed to be offered by any Holder in a registration under this Section 3 are excluded from the proposed registration as a result of the underwriter's marketing limitation, then the Holders will be entitled to an additional demand registration under the terms of this Section 3.

- (d) **Limitations.** Despite this Schedule, if at the time of any request to register Registrable Securities under this Section 3, the Corporation is engaged, or has formal plans to engage within 90 days of the time of the request, in a registered public offering or if the use of a Prospectus or registration statement would require the Corporation to make an Adverse Disclosure, then the Corporation may, at its option, direct that the request be delayed for a maximum period of 120 days from the effective date of the offering, or the date of commencement of the other material activity, as the case may be, but in no event more than 210 days from the date of the request. The rights to delay a request may not be exercised more than twice in any 12 month period.
- (e) **Termination of Demand Rights.** The rights of any Holder to request a registration under the terms of this Section 3 will terminate upon the earliest of (i) the time when the Holder ceases to hold Registrable Securities, or (ii) the fourth anniversary of the Initial Public Offering.

#### 4. Registrations on Form F-3 or equivalent form under NI 44-101.

- (a) **Registrations on Form F-3.** The Holders will be entitled to request (an "F-3 Registration Request") an unlimited number of registrations of Registrable Securities then owned by the requesting Holders on a Form F-3 registration statement under the U.S. Securities Act (an "F-3 Registration") or the equivalent form under NI 44-101 (an "NI 44-101 Registration"). The F-3 Registration Request must be made in writing and the F-3 Registration Request will (i) specify the number of shares intended to be offered and sold; (ii) state if the registration is an F-3 Registration or an NI 44-101 Registration; (iii) express the present intention of the requesting Holders to offer or cause the offering of the shares for distribution; (iv) describe the nature or method of the proposed offer and sale; and (v) contain the undertaking of the requesting Holders to provide all the information and materials and take all the action as required to permit the Corporation to comply with all applicable requirements of the SEC and to obtain any desired acceleration of the effective date of the registration statement. The Corporation will, as soon as practicable, file an F-3 Registration or NI 44-101 Registration as applicable and proceed to obtain all qualifications and compliance as requested and that permits or facilitates the sale and distribution of all or portion of the requesting

Holders' Registrable Securities as are specified in the F-3 Registration Request, within 30 days after receipt of the written notice by the Corporation; however the Corporation will not be obligated to effect any registration, qualification or compliance, under this Section 4 if (i) Form F-3 or NI 44-101, as applicable, is not available for the offering by the requesting Holders; (ii) the Corporation has, within the 12 month period before the date of the request, already effected two (2) registrations on Form F-3 and/or NI 44-101 for any Holders under this Section 4 (and the registration statements have been declared effective); (iii) the reasonably anticipated aggregate price to the public of the offering, net of underwriting discounts and commissions, would not exceed \$1,000,000 (based on the then current public market price); or (iv) the Corporation believes, in accordance with the good faith judgment of the Board of Directors, that it would be seriously detrimental to the Corporation or its Shareholders for a registration statement to be filed in the near future, if the Corporation will furnish to the Holders a certificate signed by the Chief Executive Officer of the Corporation stating the good faith judgment of the Board of Directors and further if the Corporation will not so defer the registration for more than 120 days nor utilize the deferment in this subparagraph (iv) more than once in any 12 month period.

- (b) **Termination of F-3 and NI 44-101 Rights.** The rights of any Holder to request a registration under the terms of this Section 4 will terminate upon the earlier of (i) the time the Holder ceases to hold Registrable Securities, or (ii) the fourth anniversary of the Initial Public Offering.

## 5. **Registration Documentation.**

- (a) **Registration Documentation.** Whenever the Corporation shall be required by the provisions of this Schedule to effect the registration of Registrable Securities, the Corporation will:
- (i) prepare and, as soon as possible, file with the SEC a registration statement with respect to the Registrable Securities, and use its best efforts to cause the registration statement to become effective and to remain effective until the earlier of the sale of the Registrable Securities so registered or 6 months after the effective date of the registration statement; provided that before filing the registration statement or any related amendments, the Corporation will furnish to the Holders copies of all the registration statements or amendments proposed to be filed;
  - (ii) as expeditiously as possible, prepare and file with the SEC the amendments and supplements to the registration statement and the prospectus used in connection therewith as may be necessary to

comply with the provisions of the U.S. Securities Act (including its anti-fraud provisions) with respect to the sale or other disposition of all securities proposed to be registered in the registration statement;

- (iii) in the case of an offering in Canada, prepare and file with the Canadian Securities Commissions a Canadian Prospectus in the English and, if required, French languages, with respect to the distribution of such Registrable Securities and use its commercially reasonable efforts to obtain a final receipt or a final mutual reliance review system decision document from such Canadian Securities Commissions in respect of the Prospectus;
- (iv) in the case of an offering in Canada, prepare and file with the Canadian Securities Commissions with whom a Canadian Prospectus has been filed pursuant to Subsection (iii) above such amendments and supplements to such Canadian Prospectus as may be necessary to comply with the applicable provisions of Canadian Securities Laws with respect to the distribution of all securities qualified by such Canadian Prospectus (provided that all Registrable Securities qualified by such Prospectus are distributed within ninety (90) days of the date of such final Canadian Prospectus);
- (v) as expeditiously as possible, furnish to every Holder the reasonable numbers of copies of any prospectus (including any preliminary prospectus and any amended or supplemented prospectus), in conformity with the requirements of the U.S. Securities Act and/or Canadian Securities Laws, as the Holder may reasonably request in order to facilitate the offering and sale of the Registrable Securities to be offered and sold;
- (vi) as expeditiously as possible, use its best efforts to register or qualify the Registrable Securities covered by the registration statement under the securities or blue sky laws of the states as any Holder will reasonably request, maintain any registration or qualification current until the earlier of the sale of the Registrable Securities so registered or 90 days after the effective date of the registration statement, and take any other actions either necessary or reasonably advisable to enable the Holders to consummate the public sale or other disposition of the Registrable Securities in United States or Canadian jurisdictions where the Holders desire to effect the sale or other disposition; however the Corporation will not be required in connection with this subparagraph (vi) to qualify as a foreign corporation or sign a general consent to service of process in any jurisdiction unless the Corporation is already subject to service in the jurisdiction;

- (vii) as expeditiously as possible, cause all the Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Corporation are then listed and pay all fees associated with such listing;
- (viii) promptly provide and cause to be maintained a transfer agent and registrar for all the Registrable Securities not later than the effective date of the registration statement or the date of the Canadian Prospectus;
- (ix) promptly make available for inspection by the Holders, any managing underwriter participating in any disposition in accordance with the registration statement, and any attorney or accountant or other agent retained by any underwriter or selected by the Holders, all financial and other records, pertinent corporate documents and properties of the Corporation and cause the Corporation's officers, directors, employees and independent accountants to supply all information reasonably requested by any seller, underwriter, attorney, accountant or agent in connection with the registration statement;
- (x) as expeditiously as possible, notify each Holder, promptly after it will receive notice, of the time when the registration statement has become effective or a supplement to any prospectus forming a part of the registration statement has been filed;
- (xi) as expeditiously as possible following the effectiveness of the registration statement, notify each Holder of any request by the SEC for the amending or supplementing of the registration statement or prospectus;
- (xii) use commercially reasonable efforts to prevent the issuance of any order or ruling suspending the use of any Canadian Prospectus or registration statement and in the event of an issuance of a stop order or ruling, use reasonable efforts to obtain the lifting of any stop order and ruling that might be issued suspending the effectiveness of the registration statement at the earliest possible moment;
- (xiii) notify each seller of Registrable Securities, promptly after it shall receive notice thereof, in the case of an offering in the United States, of the time when such registration statement has become effective, or, in the case of an offering or a distribution in Canada, of the time when a final receipt or a final mutual reliance review system decision document from the applicable Canadian Securities Commissions has been received, or a supplement to any Prospectus has been filed;

- (xiv) notify each seller of Registrable Securities of any request by the SEC or any Canadian Securities Commission for the amending or supplementing of such registration statement or Canadian Prospectus;
  - (xv) enter into, upon commercially reasonable terms, and perform customary agreements (including, if requested, an underwriting agreement or agency agreement in customary form) and take such other actions as are reasonably requested by the Holder or the underwriters or agents, if any, in order to expedite or facilitate the disposition of such Registrable Securities;
  - (xvi) use reasonable commercial efforts to take such other actions and execute and deliver such other documents as may be reasonably necessary to give full effect to the rights of the Holders under this Schedule.
  - (xvii) cause to be delivered an opinion of the counsel representing the Corporation for the purposes of the registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the Holders and, if applicable, the underwriters, and cause to be delivered, on the date that the registration statement with respect to the securities becomes effective, a "**comfort**" letter dated that date, from the independent certified public accountants of the Corporation, in form and substance as is customarily given by independent certified public accountants to (I) the underwriters in an underwritten public offering, addressed to the underwriters, and, a reaffirmation of the letter on the date that the Registrable Securities are delivered to the underwriters for sale or (II) in the case of an offering that is not an underwritten public offering, to the Holders.
- (b) **Suspension.** If, in the judgment of the Corporation, it is advisable to suspend use of a prospectus included in a registration statement due to pending material developments or other events that have not yet been publicly disclosed and as to which the Corporation believes public disclosure would be detrimental to the Corporation, the Corporation will notify all Holders in accordance with the notice provisions of the Unanimous Shareholder Agreement to which this Schedule is attached, and, upon receipt of the notice, each Holder will discontinue any sales of Registrable Securities in accordance with the registration statement until the Holder has received copies of a supplemented or amended prospectus or until the Holder is notified in writing by the Corporation, in accordance with the notice provisions of the Unanimous Shareholders Agreement to which this Schedule is attached, that the then current prospectus may be used and

has received copies of any additional or supplemental filings that are incorporated or deemed incorporated by reference in the prospectus.

- (c) **Foreign Private Issuer Status.** If the Corporation will cease to be a “foreign private issuer” (as defined in Rule 405 under the U.S. Securities Act) for any reason, references in this Schedule to forms of registration statements will be deemed to be references to the analogous forms for U.S. domestic issuers.

## **6. Expenses of Registration.**

Subject to applicable law and except as set forth in the next sentence, the Corporation will pay all expenses incurred in connection with any registration statements that are initiated under this Schedule; including, without limitation, all SEC and blue sky registration and filing fees, all fees payable under Canadian Securities Laws, printing expenses, transfer agent and registrar fees, exchange listing fees, the fees and disbursements of the Corporation’s legal counsel and the Corporation’s independent accountants and the fees and disbursements of legal counsel to the Holders (provided that the Corporation shall only be required to pay for the fees and disbursements of one counsel representing all Holders). Any underwriting discounts or selling commissions applicable to the Registrable Securities registered for any Holders will be borne by the Holders of the Registrable Securities included in the registration.

## **7. Road Show.**

If requested by a Holder in connection with any underwritten offering or agency offering made pursuant to the exercise of a demand right, the Corporation shall cooperate and comply with all reasonable requests made by the lead underwriter of such underwritten offering or lead agent of such agency offering respecting the attendance of the Corporation at meetings with brokers and institutional investors, or road shows, and participation of the Corporation in any efforts relating to the distribution and sale of the Registrable Securities.

## **8. Indemnification.**

- (a) **The Corporation.** The Corporation will indemnify the relevant Holders and each Person controlling any Holders within the meaning of Section 15 of the U.S. Securities Act and each of their respective directors and officers, and each underwriter if any, of the Corporation’s securities, with respect to any registration, qualification or compliance which has been effected under this Schedule, against all expenses, claims, losses, damages or liabilities (or related actions), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus, offering circular or other

document, or any amendment or supplement, incident to the registration, qualification or compliance, or based on any omission (or alleged omission) to state a material fact required to be stated or necessary to make the statements, in light of the circumstances in which they were made, not misleading, or any violation by the Corporation of any rule or regulation promulgated under the U.S. Securities Act or Canadian Securities Laws applicable to the Corporation in connection with the registration, qualification or compliance, and the Corporation will reimburse the Holders and each Person controlling any Holders and each of their respective directors and officers, and each underwriter, if any, for any legal and any other expenses reasonably incurred in connection with investigating, preparing or defending the claim, loss, damage, liability or action, provided that the Corporation will not be liable in any such case to the extent that claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission or alleged untrue statement or omission, relating to a Holder, controlling person or underwriter made in reliance upon and in conformity with written information furnished to the Corporation by the Holder or controlling person or underwriter seeking indemnification expressly for use in connection with the registration, qualification or compliance.

- (b)  **Holders.** Each Holder will, if Registrable Securities held by that Holder are included in the securities as part of the registration, qualification or compliance (the "**Indemnifying Shareholder**"), indemnify the Corporation and each of its directors and officers, against all claims, losses, damages and liabilities (or related actions), arising out of or based on any untrue statement (or alleged untrue statement) of a material fact relating to the Indemnifying Shareholder contained in any registration statement, prospectus, offering circular or other document, or any amendment or supplement incident to any registration, qualification or compliance or based on any omission (or alleged omission) to state a material fact relating to the Indemnifying Shareholder required to be stated or necessary to make the statements not misleading and will reimburse the Corporation, and its directors and officers for any legal or any other expenses reasonably incurred in connection with investigating, preparing or defending the claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in the registration statement, prospectus, offering circular or other document in reliance upon and in conformity with written information furnished to the Corporation by the Indemnifying Shareholder expressly for use in that connection and only if such is not corrected in the final prospectus, provided that in no event will any indemnity under this Section 8(b) exceed the proceeds of the offering



received by such Indemnifying Shareholder net of underwriting discounts and commissions but before expenses.

- (c) **Defense of Claims.** Each party entitled to indemnification under this Section 8 (the “**Indemnified Party**”) will give notice to the party required to provide indemnification (the “**Indemnifying Party**”) promptly after the Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and will permit the Indemnifying Party to assume the defense of the claim or litigation resulting from it, if counsel for the Indemnifying Party, who will conduct the defense of the claim or litigation, will be approved by the Indemnified Party (whose approval will not unreasonably be withheld), and the Indemnified Party may participate in the defense at that party’s expense; if the Indemnifying Party will pay such expense if representation of the Indemnified Party by counsel retained by the Indemnifying Party would be inappropriate due to actual or potential differing interests between the Indemnified Party and any other party represented by the counsel in such proceeding, and on the condition that the failure of any Indemnified Party to give notice under this Section 8 will not relieve the Indemnifying Party of its obligations under this Section 8 unless the failure to give notice is materially prejudicial to an Indemnifying Party’s ability to defend such action. No Indemnifying Party, in the defense of any such claim or litigation will, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term the giving by the claimant or plaintiff to the Indemnified Party of a release from all liability in respect to the claim or litigation. No Indemnifying Party will be required to indemnify any Indemnified Party for any settlement entered into without the Indemnifying Party’s prior consent (which consent will not be unreasonably withheld).
- (d) **Contribution.** If the indemnification under this Section 8 is held by a court of competent jurisdiction to be unavailable for an Indemnified Party with respect to any loss, liability, claim, damage, or expense under this Section 8, then the Indemnifying Party, in lieu of indemnifying the Indemnified Party under this Section 8, will contribute to the amount paid or payable by the Indemnified Party as a result of such loss, liability, claim, damage, or expense in the proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the matter that resulted in such loss, liability, claim, damage, or expense as well as any other relevant equitable considerations; further in no event will any contribution of an Indemnifying Shareholder under this Section 8(d) exceed the gross proceeds of the offering received by that Indemnifying Shareholder. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the

U.S. Securities Act) will be entitled to contribution from any Person not guilty of such fraudulent misrepresentation.

## 9. Reporting.

- (a) **Rules 144 and 144A and Regulation S.** The Corporation shall file the reports required to be filed by it under the U.S. Securities Act and the United States Securities Exchange Act of 1934 and the rules and regulations adopted by the SEC thereunder (or, if the Corporation is not required to file such reports, it will use commercially reasonable efforts to, upon the request of any Holder, make publicly available such necessary information (if any) for so long as necessary to permit sales that would otherwise be permitted by this Schedule pursuant to Rule 144, Rule 144A or Regulation S under the U.S. Securities Act, as such rules may be amended from time to time or any similar rule or regulation hereafter adopted by the SEC), and it will take such further action as any Holder may reasonably request, including preparation of a U.S. placement memorandum, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the U.S. Securities Act in transactions that would otherwise be permitted by this Schedule and within the limitation of the exemptions provided by (a) Rule 144, Rule 144A or Regulation S under the U.S. Securities Act, as such rules may be amended from time to time, or (b) any similar successor rule or regulation hereafter adopted by the SEC. Upon the written request of any Holder, the Corporation will deliver to such Holder a written statement as to whether it has complied with such requirements.
- (b) **National Instrument 45-102.** At any time that a Holder seeks to rely on the provisions of National Instrument 45-102 to resell its Registrable Securities under Canadian Securities Laws, the Corporation shall use its commercially reasonable efforts to ensure that the Corporation is not in default of Canadian Securities Laws of the Canadian jurisdictions in which the Corporation is a reporting issuer, and otherwise take such steps as are required to satisfy the other requirements of National Instrument 45-102.

- 10. Aggregation of Registrable Securities.** All Registrable Securities held or acquired by the Holder and its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this **Schedule** and such Affiliated Persons may apportion such rights as among themselves in any manner they deem appropriate.