

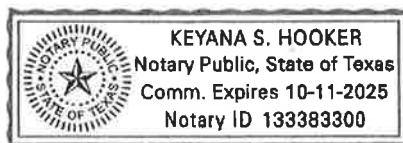


THIS IS EXHIBIT "D" REFERRED TO IN
THE AFFIDAVIT OF ROBERT
BRANTMAN.

SWORN BEFORE ME THIS 27 DAY OF
JANUARY, 2022.



A Notary Public in and for the State of Texas



GROSS OVERRIDING ROYALTY AGREEMENT

THIS AGREEMENT made as of February 21, 2020.

BETWEEN:

ROBUS RESOURCES INC., a body corporate incorporated pursuant to the laws of the Province of Alberta and having an office in the City of Calgary, Alberta ("**Royalty Payor**" or "**Robus**")

- and -

ROBUS SERVICES LLC., a limited liability company organized pursuant to the laws of the State of Wyoming and having an office in State of Texas ("**Royalty Owner**" or "**Lender**")

WHEREAS:

- (A) Pursuant to a loan agreement dated as of the date hereof (the "**Loan Agreement**") among Robus, as borrower, and the Lender, as lender, the Lender agreed to make available to Robus a loan in the principal amount of \$7,000,000 (the "**Loan**"); and
- (B) In consideration for the Lender agreeing to make the Loan available to Robus, and as security for the Obligations under the Loan Agreement, Robus has agreed to grant the Overriding Royalty (as hereinafter defined) to the Lender;
- (C) The Overriding Royalty is being issued pursuant to this Agreement concurrent with and as a condition of the Lender advancing the Loan to Robus; and
- (D) As of the date hereof, Robus has not paid any of the Obligations under the Loan Agreement; and
- (E) The Royalty Payor wishes to grant the Lender the Overriding Royalty until such time as the Obligations have been satisfied in full;

NOW THEREFORE the Parties covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 Capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning prescribed to them in the Loan Agreement. In this Agreement:
 - (a) "**Affiliate**" has the meaning attributed to it in the *Securities Act* (Alberta);
 - (b) "**Agreement**" means this Agreement and the Schedule attached hereto;
 - (c) "**Assignment Procedure**" means the 1993 CAPL Assignment Procedure which by this reference is adopted and entirely incorporated into this Agreement and will be deemed to apply as if it had been included as a separate Schedule to this Agreement;
 - (d) "**Business Day**" means a day, other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta, on which banks are open generally to conduct commercial business in Calgary, Alberta;

- (e) **"Change of Control"** means:
- (i) any Person or Persons, acting jointly or in concert (within the meaning of the *Securities Act* (Alberta)), shall beneficially, directly or indirectly, hold or exercise control or direction over and/or has the right to acquire or control or exercise direction over (whether such right is exercisable immediately or only after the passage of time) more than thirty five (35%) percent of the issued and outstanding Equity Interests of the Royalty Payor; or
 - (ii) if the Founder shall cease to own, directly or indirectly, 100% of the Equity Interests in the capital of the Royalty Payor;
- (f) **"Deductions"** means, collectively, (i) the cost of any royalties in effect as of the date of this Agreement against the Royalty Payor's Working Interest in the Petroleum Substances and disclosed by the Royalty Payor to the Royalty Owner in Schedule 7.1(u) of the Loan Agreement, (ii) costs directly associated with any third party the transportation to the Point of Sale of the Royalty Payor's Working Interest in the in the Petroleum Substances, and (iii) any taxes payable by the Royalty Payor in respect of the production of Petroleum Substances from the Royalty Lands (excluding income taxes);
- (g) **"Default Event"** means any of the following events:
- (i) if the Royalty Payor ceases or threatens to cease to carry on business generally or admits its inability or fails to pay its debts generally; or
 - (ii) if the Royalty Payor becomes insolvent, makes any assignment in bankruptcy or makes any other similar assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other Person with similar powers of itself or of all or any substantial portion of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such a petition; or
 - (iii) if any proceeding or filing shall be instituted or made against the Royalty Payor seeking to have an order for relief entered against the Royalty Payor as debtor or to adjudicate it bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment or composition under any law relating to bankruptcy, insolvency, reorganization or relief or debtors (including, without limitation, the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors Arrangement Act* (Canada) and the *Winding-Up and Restructuring Act* (Canada)), or seeking appointment of a receiver, trustee, custodian or other similar official for the Royalty Payor for any substantial part of its properties or assets unless the same is being contested actively and diligently in good faith by appropriate and timely proceedings and is dismissed, vacated or permanently stayed within thirty (30) days of institution; or
 - (iv) if a Person takes possession by appointment of a receiver, receiver and manager, or otherwise of any material portion of the Property of the Royalty Payor; or
 - (v) if a final judgment, execution, writ of seizure and sale, sequestration or decree for the payment of money due shall have been obtained or entered against the Royalty Payor or in an amount in excess of \$200,000 (individually or in the aggregate) and such judgment,

execution, writ of seizure and sale, sequestration or decree shall not have been and remain vacated, satisfied, discharged or stayed pending appeal within thirty (30) days

- (vi) any Person holding a security interest in respect of any part of the Property of the Royalty Payor takes possession of all or any material part of the Property of the Royalty Payor, or a distress, execution or other similar process is levied against all or any material part of the Property of the Royalty Payor; or
 - (vii) if a Change of Control occurs without the prior consent of the Royalty Owner; or
 - (viii) if the Royalty Payor breaches this Agreement and, for breaches other than a breach of its obligations to make payment hereunder, after Royalty Payor becoming aware of such breach, including by way of any notice of such breach given to the Royalty Payor by the Royalty Owner such breach remains unremedied for 10 Business Days; or
 - (ix) all or any material part of the Property of the Royalty Payor shall be nationalized, expropriated or condemned, seized or otherwise appropriated, or custody or control of such Property of the Royalty Payor shall be assumed by any Governmental Authority or any court of competent jurisdiction at the instance of any Governmental Authority, except where contested in good faith by proper proceedings diligently pursued where a stay of enforcement is in effect.
- (h) **"Equity Interests"** means (i) in the case of any corporation or company, all shares or capital stock and any securities exchangeable for or convertible into shares or capital stock, (ii) in the case of an association or business entity, any and all shares, interests, participation rights or other equivalents of corporate stock (however designated) in or to such association or entity, (iii) in the case of a partnership, limited liability company or unlimited liability company, partnership or membership interests (whether general or limited), as applicable, and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distribution of assets of, the issuing Person (including without limitation a participating interest in a joint venture), and including, in all of the foregoing cases described in clauses (i), (ii), (iii) or (iv), any warrants, rights or other options to purchase or otherwise acquire any of the interests described in any of the foregoing cases.
- (i) **"Founder"** means Ernie Methot.
- (j) **"GOR Percentage"** is the amount of 25% percent payable on the sales revenue generated from the Royalty Payor's Working Interest in the Petroleum Substances, provided that Royalty Owner, in its sole discretion, may agree to a reduction of the GOR Percentage on any portion or portions of the Royalty Payor's Working Interest in the Petroleum Substances;
- (k) **"Governmental Authority"** means any:
- (i) governmental entity or authority of any nature, including any governmental ministry, agency, branch, department or official, and any court, regulatory board or other tribunal; or
 - (ii) individual or body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature,
- having jurisdiction or power over any Person, property, operation, transaction or other matter or circumstance and, for greater certainty, includes the Alberta Energy Regulator or any successor thereof;
- (l) **"Loan Agreement"** has the meaning given to it in the recitals;

- (m) **"Market Price"** means:
- (i) in respect of an arm's length *bona fide* sale of Petroleum Substances by Royalty Payor which includes its own Petroleum Substances produced from the Royalty Lands pro rata with Petroleum Substances attributable to the Overriding Royalty (but which may also include Royalty Payor's Petroleum Substances of like quality produced from lands other than the Royalty Lands), the price and terms received by Royalty Payor in connection with such sale; and
 - (ii) otherwise, the price and terms that a reasonably prudent operator would dispose of Petroleum Substances having regard to the relevant circumstances, including current market prices, location and quality differentials, availability of markets and economic conditions affecting the industry generally;
- (n) **"Overriding Royalty"** means the gross overriding royalty of the GOR Percentage, payable on the revenue and proceeds generated from Royalty Payor's Working Interest in the Petroleum Substances produced, or deemed to be produced, sold and marketed from the Royalty Lands granted to the Royalty Owner pursuant to Section 2.1 and payable by Royalty Payor to Royalty Owner in accordance with the terms of this Agreement;
- (o) **"Payment Default"** means the failure by Royalty Payor to pay the Overriding Royalty or any other amounts owing to Royalty Owner under this Agreement within thirty (30) days of such amount being due hereunder;
- (p) **"Party"** means a party to this Agreement, and **"Parties"** means both of the parties to this Agreement;
- (q) **"Person"** means any individual, body corporate, partnership (limited or general), trust, trustee, executor or similar official, Governmental Authority or other entity;
- (r) **"Petroleum Substances"** means petroleum, crude oil, crude bitumen, synthetic crude oil, oilsands, bituminous sands, natural gas, natural gas liquids, bitumen, condensate, related hydrocarbons and any and all other substances, whether liquid, solid or gaseous, whether hydrocarbons or not, produced or producible in association with or derived from any of the foregoing, including hydrogen sulphide, sulphur and coke;
- (s) **"Point of Sale"** means:
- (i) in respect of Petroleum Substances from the Royalty Lands handled at a battery of Royalty Payor, the lease automatic custody transfer unit of the battery of Royalty Payor from which Petroleum Substances from the Royalty Lands can be made available for sale to an arm's length purchaser, provided that if such Petroleum Substances are handled at more than one battery of Royalty Payor, the "Point of Sale" shall refer to the lease automatic custody transfer unit of the last battery of Royalty Payor at which such Petroleum Substances are handled; and
 - (ii) otherwise, the first point at which Petroleum Substances from the Royalty Lands could ordinarily be made available for sale to an arm's length purchaser;
- (t) **"Production Allocation Unit"** means the area of the Royalty Lands allocated to a horizontal Royalty Well under the Regulations for production of Petroleum Substances therefrom that may differ from a traditional Spacing Unit;

- (u) **"Property"** means, with respect to any Person, all or any portion of its undertaking, property or asset, whether real, immovable, personal, movable, or mixed, tangible or intangible, including for greater certainty the Royalty Payor's Working Interest.
- (v) **"Regulations"** means all statutes, laws, rules, orders, judgments, writs, injunctions, decrees, regulations and directions of governmental and other competent authorities in effect from time to time and made by any Governmental Authority having jurisdiction over the Royalty Lands, the Parties or the transaction contemplated herein;
- (w) **"Royalty Determination Methodology"** has the meaning given to it in Section 2.3(a);
- (x) **"Royalty Lands"** means those lands described on the attached Schedule "A" in which the Royalty Payor has a Royalty Payor's Working Interest as and so much thereof as from time to time remain subject to this Agreement, but only insofar as rights to the same are granted by the Title Documents;
- (y) **"Royalty Lands Environmental Liabilities"** means all losses and liabilities that relate to the Royalty Payor's Working Interest in the Royalty Lands and Petroleum Substances attributed to Royalty Payor's Working Interest in the Royalty Lands or that arise in connection with the ownership thereof or operations pertaining thereto, whether it has arisen in the past, present or future, including liabilities related to or arising from:
 - (i) abandonment and reclamation obligations arising under or pursuant to the Regulations;
 - (ii) past, present or future transportation, storage, use, holding or disposal of toxic or hazardous substances or waste;
 - (iii) leaching, migration, release, spill, escape or emission of toxic or hazardous substances or waste;
 - (iv) obligations to test, monitor, remediate, protect or clean-up the environment;
 - (v) the costs of complying with any order or direction of any Governmental Authority having jurisdiction over the Royalty Lands or Petroleum Substances in the Royalty Lands; or
 - (vi) damage, pollution, contamination or other adverse situations pertaining to the environment,

and including liabilities to compensate third Persons for damages and losses resulting from the items described in items (i), (ii), (iii), (iv) and (v) above (including damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise protect the environment and, for purposes of this Agreement, "the environment" includes the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant, human and animal life;
- (z) **"Royalty Payor Default"** means a Payment Default or a Default Event under this Agreement has occurred;
- (aa) **"Royalty Payor's Working Interest"** means the right, title and interest of Royalty Payor to explore for, drill for, extract, win, produce, take, save and market Petroleum Substances from the Royalty Lands, commonly referred to as a "working interest" and which, at common law, is an interest in, or in relation to, land characterized as a "*profit à prendre*";

- (bb) **"Royalty Well"** means any well, vertical or horizontal, from which production is obtained from the Royalty Lands or may be allocated to the Royalty Lands pursuant to a pooling, unit or other arrangement;
- (cc) **"Spacing Unit"** means the area of the Royalty Lands allocated to a Royalty Well under the Regulations for production of Petroleum Substances therefrom;
- (dd) **"Title Documents"** means, collectively, the various leases, reservations, permits, licences and other documents of title relating to the ownership or operation by Royalty Payor of the Petroleum Substances in the Royalty Lands by virtue of which the holder is entitled to explore for, drill for, recover, remove or dispose of Petroleum Substances from the Royalty Lands and all similar documents of title issued pursuant thereto, in replacement thereof or substitution therefor and all other documents relating to Royalty Payor's right, estate and interest in the Royalty Lands or the Petroleum Substances; and
- (ee) **"Unpaid Amount"** means (i) unless and until the Loan is satisfied in full in accordance with the Loan Agreement, all amounts due and owing from time to time under the Loan Agreement, including interest payable thereunder (if any), but less, without duplication, any amounts paid to Royalty Owner hereunder as the Overriding Royalty and less the Market Price of all production taken in kind hereunder and less any other payments made by or on behalf of the Royalty Payor to Royalty Owner hereunder where such amounts are paid hereunder as a result of actions taken by the Royalty Owner resulting from the occurrence of an "Event of Default" under the Loan Agreement, and (ii) effective upon the repayment in full of the Loan under and in accordance with the Loan Agreement, the amount due and unpaid in respect of the Overriding Royalty.

1.2 Interpretation

Unless otherwise stated or the context otherwise necessarily requires, in this Agreement:

- (a) the expressions "Article", "Section", "Subsection", "paragraph" and "Schedule" followed by a number or letter or combination thereof mean and refer to the specified article, section, subsection, paragraph and schedule of or to this Agreement;
- (b) words importing the singular shall include the plural and vice versa, and words importing a particular gender shall include all genders;
- (c) any reference to "Dollars", "dollars" or the sign "\$" shall be deemed to be a reference to lawful money of the United States, unless otherwise expressly stated;
- (d) capitalized words and phrases used herein which are derivatives of words or phrases otherwise defined herein shall have a corresponding meaning;
- (e) any reference in this Agreement to Royalty Lands shall, where provided for in the applicable Title Documents, be construed to include lands pooled or unitized with the Royalty Lands;
- (f) any reference in this Agreement to a Regulation or any governmental consent, approval, permit or other authorization shall be deemed to refer to such Regulation or such governmental consent, approval, permit or other authorization as it has been amended, supplemented, re-enacted, varied, or otherwise modified or replaced from time to time up to the applicable time;
- (g) Any reference in this Agreement to any particular time shall mean the local time in Calgary, Alberta on the relevant day;

- (h) where any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a Business Day, that payment or calculation is to be made, or that other action is to be taken, as applicable, on or as of the next following Business Day;
- (i) unless otherwise specified, time periods within or following which any payment is to be made or any act is to be done under this Agreement shall be calculated by excluding the day on which the period commences and including the day on which such period ends;
- (j) the word "including" means including, without limitation and shall not be limited in scope by the items listed after such word;
- (k) words such as "hereof", "herein" or "hereunder" shall mean "of", "in" or "under" this Agreement and not the specific section in which the reference occurs unless expressly otherwise noted;
- (l) the headings contained in this Agreement are intended for convenience of reference only and shall form no part of this Agreement; and
- (m) the rule of "*contra proferentem*" shall not apply to this Agreement.

1.3 Schedule

The following schedule (the "**Schedule**") is attached to, forms part of and is incorporated in this Agreement:

Schedule "A" – Royalty Lands and Title Documents

ARTICLE 2 OVERRIDING ROYALTY

2.1 Grant of Overriding Royalty

Royalty Payor hereby grants and sets over to Royalty Owner, and Royalty Owner hereby acquires from Royalty Payor, the Overriding Royalty, payable in accordance with Section 2.4(a) on the Royalty Payor's Working Interest in the Petroleum Substances *in situ*, produced, or deemed to be produced, sold and marketed from the Royalty Lands.

2.2 Interest in Land

It is the express intention of the Parties that the Overriding Royalty herein granted by Royalty Payor to Royalty Owner shall be carved out of the Royalty Payor's interest in the Royalty Lands and constitute, and is to be construed as, an interest in land. All terms, covenants, provisions and conditions of this Agreement shall run with and be binding upon the Royalty Lands and the Title Documents, and the estates affected thereby for the duration of this Agreement. In connection therewith, Royalty Payor acknowledges and agrees that Royalty Owner is entitled to register a caveat of its interest against Royalty Payor's Working Interest under the *Land Titles Act (Alberta)* and the equivalent provincial legislation in those jurisdictions where the Royalty Lands are located. In addition, Royalty Payor agrees that from the date of this Agreement it shall record, on its Mineral Property Report for the Royalty Lands, the Overriding Royalty granted under Section 2.1 as an encumbrance against the Royalty Payor's Working Interest in the Royalty Lands.

2.3 Quantification of Overriding Royalty

- (a) *Royalty Determination Methodology*: The gross volume of Petroleum Substances comprising the Overriding Royalty shall be determined, on a Royalty Well by Royalty Well basis, as follows:

- (i) the volume of Petroleum Substances as metered, measured or allocated at the Point of Sale shall be allocated back to each Royalty Well on a fair and reasonable basis, consistent with Royalty Payor's customary methodology, taking into account any usage or losses contemplated in Section 2.3(e); and
 - (ii) of the Petroleum Substances allocated to a Royalty Well, the Overriding Royalty shall be the GOR Percentage of such Petroleum Substances.
- (b) *Quantification of Overriding Royalty:* Having regard for the Royalty Determination Methodology, the Overriding Royalty shall be quantified as follows:
 - (i) if not taken in kind by the Royalty Owner pursuant to Section 2.5, the GOR Percentage of the Market Price applicable to Royalty Payor's sale of Petroleum Substances produced from each Royalty Well less Deductions; and
 - (ii) if taken in kind by the Royalty Owner pursuant to Section 2.5, the GOR Percentage of the Petroleum Substances produced from each Royalty Well and available at the Point of Sale. For the purposes of calculating the reduction to the Unpaid Amount, all production taken in kind shall be calculated at the Market Price applicable for such production taken in kind.
- (c) *Petroleum Substances Not Taken in Kind:*

For the purposes of Section 2.3(b)(i):

 - (i) *Appointment as Agent:* Royalty Payor is appointed as the agent of Royalty Owner for the handling and disposition of the Overriding Royalty share of Petroleum Substances. When in the possession of Royalty Payor, the Petroleum Substances attributable to the Overriding Royalty and the proceeds of sale therefrom will be held as trustee for Royalty Owner and subject to the terms of this Agreement; and
 - (ii) *Sale of Petroleum Substances:* Royalty Payor shall sell Royalty Owner's Overriding Royalty share of Petroleum Substances at the same price and on the same terms as Royalty Payor receives for its own share of Petroleum Substances attributable to Royalty Payor's Working Interest in the Royalty Lands, on a pro rata basis with its own share of Petroleum Substances, provided that in connection with a sale to an Affiliate, price and terms shall not be less than the Market Price.
- (d) *Deductions:* Royalty Owner's Overriding Royalty share of Petroleum Substances produced from the Royalty Lands will be free and clear of any and all deductions whatsoever except Deductions.
- (e) *Petroleum Substances Used in Operations:* Notwithstanding the Royalty Determination Methodology and the quantification of the Overriding Royalty pursuant to Section 2.3(b), the Overriding Royalty will not include Petroleum Substances that Royalty Payor reasonably uses or loses in Royalty Payor's drilling and production operations for the Royalty Lands or in the delivery of Petroleum Substances to, and handling at or prior to, the Point of Sale. Those drilling and production operations include the proportionate use of Royalty Owner's Overriding Royalty share of Petroleum Substances in batteries, treaters, compressors, separators, satellites and similar equipment serving the Royalty Wells, but do not include the use of Petroleum Substances for any enhanced recovery operations other than enhanced recovery operations on or in respect of the Royalty Lands.
- (f) *Effect of Penalty Position:* In the event Royalty Payor, or any permitted assignee of Royalty Payor, is in a penalty position with respect to a Royalty Well for any agreement dated prior to the date of this Agreement, then:

- (i) where Royalty Payor is not the 100% working interest owner, the following applies:
 - (A) if such agreements contains a provision requiring the non-penalty participant to pay third party royalties of a party in penalty, Royalty Payor agrees to make commercially reasonable efforts to enforce such provisions; or
 - (B) if such agreements do not contain a provision as described in Section 2.3(f)(i)(A), then while Royalty Payor is in a penalty position, Royalty Payor shall not be obliged to pay the Overriding Royalty to Royalty Owner in accordance with this Agreement for such Royalty Well or Wells;
 - (ii) for agreements entered into after the date of this Agreement, Royalty Payor agrees to make commercially reasonable efforts to ensure that such agreements shall require a party or the parties not in a penalty position, as the case may be, to be obliged to pay the Overriding Royalty as contemplated herein, without regard to the discount contemplated in Section 2.3(f)(i)(B), to Royalty Owner as if Royalty Payor was not in a penalty position.
- (g) *Effect of Pooling or Unitization on Calculation:*
- (i) (i) Without the prior consent of Royalty Owner, Royalty Payor may pool the Petroleum Substances attributed to Royalty Payor's Working Interest in the Royalty Lands to the extent required to form a Spacing Unit or Production Allocation Unit, if the pooling allocates production therefrom to the applicable Royalty Lands in the proportion that the surface area of the Royalty Lands placed on the Spacing Unit bears to the total surface area of the Spacing Unit, or, to the length of the productive segment of the well bore underlying the Royalty Lands to the total length of the productive segment of the well bore for a Production Allocation Unit for any horizontal Royalty Well. Royalty Payor shall promptly give notice to Royalty Owner describing the extent to which the Royalty Lands have been pooled and describing the pooled Spacing Unit or Production Allocation Unit.
 - (ii) If Royalty Payor proposes to pool, unitize or otherwise combine any portion of the Royalty Lands with any other lands, other than as provided in Section 2.3(g)(i), Royalty Payor must promptly send notice of that intention to Royalty Owner. Such notice must include the technical justification for that pooling, unitization or combination and the proposed terms thereof, provided that Royalty Payor will not be required to provide interpretive data to Royalty Owner. Unless otherwise required by the Regulations, Royalty Payor will not enter into that pooling, unitization or combination without the prior written consent of Royalty Owner, which consent will not be unreasonably withheld or delayed.
 - (iii) If any portion of the Royalty Lands is pooled, unitized or combined with any other lands pursuant to this Section 2.3(g), Sections 2.3(a) and (b) will be deemed to be amended to calculate the volume of the Overriding Royalty by applying the percentages set forth in that Section to the quantity of Petroleum Substances thereby attributed to Royalty Payor's Working Interest in the affected Royalty Lands, but otherwise as contemplated by Sections 2.3(a) and (b).
- (h) *Overriding Royalty Not Subject to Other Burdens:* The Overriding Royalty shall not be subject to any royalties, burdens or other encumbrances payable by Royalty Payor in respect of Royalty Payor's Working Interest in the Royalty Lands or production of Petroleum Substances therefrom except Deductions.

2.4 Monthly Accounting

- (a) Royalty Payor shall remit to Royalty Owner all funds accruing to Royalty Owner on account of the Overriding Royalty on or before ten (10) Business Days after the first day of the calendar month following the calendar month in which those funds were received by Royalty Payor. For clarity, if a purchaser of any Overriding Royalty share of Petroleum Substances fails to pay Royalty Payor when due in breach of its obligations to do so, Royalty Payor shall make such remittance to Royalty Owner on or before the later of (i) ten (10) Business Days after the first day of the calendar month following the calendar month in which those funds were due to have been received by Royalty Payor and (ii) ten (10) Business Days following Royalty Payor's actual receipt of such funds from purchaser. If Royalty Payor does not receive the amounts payable by such purchaser other than as a result of a breach by such purchaser, Royalty Payor shall make such remittance to Royalty Owner not later than ten (10) Business Days after the first day of the calendar month following the calendar month in which those funds would normally have been received by Royalty Payor.
- (b) On or about the date of remittance pursuant to Section 2.4(a), Royalty Payor will provide Royalty Owner with a statement in written or electronic format showing, on a Royalty Well by Royalty Well or unit basis, as applicable, in reasonable detail the manner in which Royalty Payor calculated that payment, including:
 - (i) the quantity and kind of Petroleum Substances attributed to each Royalty Well on the basis of the Royalty Determination Methodology in the immediately preceding calendar month;
 - (ii) the unit sale price for such Petroleum Substances and the Market Price applicable thereto; and
 - (iii) the quantification of the Overriding Royalty payable for such immediately preceding calendar month.

2.5 Right To Take In Kind

- (a) *Revocation of Agency and Election to Take in Kind:* Subject to the terms of the Title Documents, on a minimum of sixty (60) days' notice to Royalty Payor, Royalty Owner may revoke the agency established in Section 2.3(c)(i), elect to take delivery of all or a portion of the Petroleum Substances comprising the Overriding Royalty on the Royalty lands, or at the Point(s) of Sale and separately dispose of the same, subject to the following:
 - (i) the right may be exercised by Royalty Owner separately for each type of Petroleum Substances, effective at the 1st day of the calendar month next following the minimum sixty (60) day period; and
 - (ii) Royalty Owner shall provide Royalty Payor with evidence, satisfactory to Royalty Payor, acting reasonably, that Royalty Owner has made arrangements to take its share of Petroleum Substances and dispose of them in compliance with the Title Documents; provided that if Royalty Owner does not provide such evidence on a timely basis, or having done so does not actually take such Petroleum Substances, shall be deemed to have failed to take those Petroleum Substances in kind and Section 2.5(d) shall apply. In connection therewith, Royalty Payor will use its commercially reasonable efforts to novate Royalty Owner (in accordance with its share of Petroleum Substances elected to be taken in kind) into Royalty Payor's transportation, marketing and any service agreement existing as of the time of such election and Royalty Owner shall take such assignment and novation for a sixty (60) day period, (A) unless the Parties agree otherwise, or (B) unless and to the extent, such taking in kind would result in Royalty Payor having

unutilized demand or similar charges in marketing and dedication agreements dated prior to the date of this Agreement, that would not have been unutilized had the Petroleum Substances not been taken in kind, in which case such sixty (60) day limit shall not apply.

- (b) *Re-Establishment of Agency:* Insofar as Royalty Owner has elected to revoke the agency established in Section 2.3(c)(i), Royalty Owner may re-establish that agency on a minimum of sixty (60) days' notice to Royalty Payor, effective as of the 1st day of the calendar month next following the minimum sixty (60) day period. This right may be exercised separately for each type of Petroleum Substances. In connection therewith, Royalty Payor may request that Royalty Owner novate Royalty Payor (in accordance with Royalty Owner's share of Petroleum Substances elected to be taken in kind) into the transportation, marketing and services agreement utilized by Royalty Owner for the handling and sale of such Petroleum Substances and upon such request Royalty Owner shall cause Royalty Payor to be assigned and novated into such arrangements, as Royalty Payor so elects.
- (c) *Royalty Payor's Obligations:*
 - (i) If Royalty Owner takes in kind its Overriding Royalty share of crude oil or liquid products extracted from natural gas at the Point of Sale:
 - (A) Royalty Payor will, at Royalty Payor's cost, remove basic sediment and water from those Petroleum Substances to the extent it does so for its own Petroleum Substances prior to the Point of Sale;
 - (B) Royalty Payor will pay all costs incurred by Royalty Owner related to the delivery of such Petroleum Substances to the Point of Sale; and
 - (C) Royalty Payor will provide Royalty Owner, at Royalty Payor's cost, production tankage capacity for an accumulation of the Overriding Royalty share of those Petroleum Substances consistent with Royalty Payor's ordinary course of business, provided that to the extent Royalty Payor incurs a cost incremental to what it would have incurred had Royalty Owner not taken in kind its Overriding Royalty and accumulated its Overriding Royalty share of Petroleum Substances outside of the ordinary course, such incremental cost shall be borne by Royalty Owner. Otherwise, Royalty Payor will deliver the Overriding Royalty share of those Petroleum Substances to Royalty Owner, or Royalty Owner's nominee, at the Point of Sale free and clear of all charges.
 - (ii) If Royalty Owner takes its Overriding Royalty share of natural gas handled at the Point of Sale in kind, Royalty Payor will make available that gas to Royalty Owner, or Royalty Owner's nominee, at the outlet of that Point of Sale at Royalty Payor's cost, provided that Royalty Owner shall be responsible for any receipt charges at such Point of Sale.
- (d) *Failure to Take-in Kind:* Unless otherwise agreed to by Royalty Payor and Royalty Owner, if and only if Royalty Owner elects to take its Overriding Royalty share of Petroleum Substances in kind, but fails to (or is deemed to have failed to) take possession thereof at the Point of Sale, Royalty Payor shall take possession of such Petroleum Substances as agent of Royalty Owner and shall dispose of those Petroleum Substances by:
 - (i) selling those Petroleum Substances at Market Price or such lower price as is reasonable in the circumstances, in such case only, to the Point of Sale in an amount not to exceed the reasonable costs and expenses incurred by Royalty Owner to bring those Petroleum Substances to the Point of Sale; or

- (ii) purchasing those Petroleum Substances for Royalty Payor's own account (or the account of an Affiliate) at Market Price and accounting to Royalty Owner therefor,

and in either case Royalty Payor shall be entitled to, and paid, a marketing fee equal to 2.5% of the price received.

2.6 Books, Records and Audit Right

- (a) Royalty Payor shall keep and maintain true and correct books, records and accounts showing credits and charges hereunder and the kind and quantity of Petroleum Substances produced from and attributed to Royalty Payor's Working Interest in the Royalty Lands, the disposition thereof and the price obtained therefor.
- (b) Royalty Owner may, upon reasonable notice to Royalty Payor and at Royalty Owner's own expense, audit the books, records and accounts of Royalty Payor, including production accounting and marketing records, with respect to the production, disposition or sale of the Overriding Royalty within twenty-four (24) months next following the end of the applicable calendar year. Royalty Owner will conduct any such audit in accordance with PASC Joint Venture Audit Protocol Bulletin No. 6 (or any replacement therefor).
- (c) Any statement issued by Royalty Payor to Royalty Owner respecting the calculation of the Overriding Royalty will be presumed to be true and correct twenty-six (26) months following the end of the calendar year in which that statement was issued, unless a Party takes written exception thereto and requests an adjustment pursuant to this Section 2.6 within that twenty-six (26) month period.
- (d) Any discrepancies disclosed by such audit shall be identified in writing to Royalty Payor within sixty (60) days following the completion of such audit, and Royalty Payor shall respond in writing to any claims or discrepancies within sixty (60) days of the receipt of such notice of claim or discrepancies. If Royalty Payor does not respond in such sixty (60) day period, a credit for the disputed amount shall be deemed to be made in favour of Royalty Owner.
- (e) To the extent that Royalty Payor and Royalty Owner are unable to resolve any outstanding claims or discrepancies disclosed by such audit within thirty (30) days of the response of Royalty Payor, such audit exceptions shall be resolved by a nationally or internationally recognized firm of chartered accountants as may be selected by Royalty Payor and Royalty Owner, which shall be requested to render its decision without qualifications, other than the usual qualifications relating to engagements of this nature, within fourteen (14) days after the dispute is referred to it.
- (f) The decision of the accounting firm shall be final and binding upon the Parties and shall not be subject to appeal by any Party. The costs and expenses of the accounting firm shall be borne by the unsuccessful party to any dispute referred to dispute resolution pursuant to this Section 2.6. Notwithstanding the foregoing audit period limitation, Royalty Owner's audit rights under this Section 2.6 shall be extended for the time period, and in respect of those books, records and accounts, as may be reasonably necessary to permit Royalty Owner to verify refunds or payments to be received or made by it pursuant to this Agreement.

ARTICLE 3 OPERATIONS

3.1 Rateable Production

Royalty Payor will not discriminate against the Petroleum Substances attributed to Royalty Payor's Working Interest in the Royalty Lands in the production and marketing of those Petroleum Substances because those Petroleum Substances are subject to the Overriding Royalty. Where it is the

operator of a Royalty Well, Royalty Payor will not produce Petroleum Substances from a Royalty Well inequitably with production from any diagonally or laterally offsetting well operated by Royalty Payor and producing from the same pool as a Royalty Well, insofar as Royalty Payor, or its Affiliate, has an interest in that offsetting well, because the Petroleum Substances are subject to the Overriding Royalty. Where it is the operator of a Royalty Well, Royalty Payor shall not decide to convert any Royalty Wells to another capacity such as injection or disposal because the Royalty Wells are subject to the Overriding Royalty only.

3.2 Well Information

Royalty Payor will make available to Royalty Owner Royalty Payor's production volume reporting for each Royalty Well through "Data Scavenger" or such other system as provides comparable information and is used in the ordinary course of Royalty Payor's business. In addition, Royalty Payor will notify Royalty Owner with a monthly forecast of new wells to be spud on the Royalty Lands.

3.3 Maintenance of Royalty Lands

Royalty Payor shall, at its own cost, pay for all rentals, royalties, taxes, expenses and charges payable under and in accordance with the provisions of the Title Documents with respect to the Royalty Lands and any wells, facilities or equipment on the Royalty Lands and the production of the Petroleum Substances therefrom. Royalty Payor shall, at its own cost, keep the Royalty Lands and the Title Documents in good standing, provided that nothing shall require Royalty Payor to undertake any operation that would be required to extend, continue or renew a Title Document.

3.4 Surrender and Abandonment of Royalty Lands

- (a) Subject to Section 3.4(c), if Royalty Payor determines *bona fide* and in good faith that the Title Documents pertaining to any portion of the Royalty Lands should be surrendered to the issuer of the Title Documents, or that such Title Documents should be allowed to expire, Royalty Payor shall be entitled to proceed with such surrender, or to allow such expiry to occur, and upon the surrender or expiry becoming effective the Overriding Royalty shall no longer be payable in respect of the applicable Royalty Lands, provided that if within one (1) year of such surrender or expiry Royalty Payor or any Affiliate of Royalty Payor acquires, directly from the Crown or a freehold owner a lease in respect of the Royalty Lands or any portion thereof so terminated, surrendered or allowed to expire, such acquired interest shall be subject to the Overriding Royalty and the terms and conditions of this Agreement, except to the extent such acquisition occurs as a result of an acquisition of a Person holding such right, title, estate or interest where such right, title, estate or interest does not comprise all or substantially all of such Person's assets.
- (b) Subject to Section 3.4(c), Royalty Payor shall have the right, power and authority to abandon any Royalty Well if Royalty Payor determines, *bona fide* and in good faith, that such Royalty Well is not capable of producing Petroleum Substances in paying quantities.
- (c) Notwithstanding anything else in this Agreement, where at any time the Royalty Payor contemplates any surrender or expiry of any Title Documents or the abandonment of any Royalty Wells through the operation of this Section 3.4, Royalty Payor shall provide Royalty Owner with at least thirty (30) days prior written notice of same, and where the total cumulative value of the specific Royalty Lands and Royalty Wells surrendered, expired or abandoned to date, including the specific Royalty Lands and Royalty Wells currently being contemplated to be surrendered, expired or abandoned, as determined by Royalty Owner, acting reasonably, meets or exceeds the Unpaid Amount, Royalty Payor shall in every instance be required to obtain the prior written consent of Royalty Owner, which consent shall be in the sole discretion of Royalty Owner, prior to proceeding with any action under this Section 3.4.

3.5 Control over Development

Except as otherwise provided in this Agreement, Royalty Payor shall at all times act in a manner that is *bona fide* and in good faith, and that is consistent with the obligation of Royalty Payor to pay to Royalty Owner the Overriding Royalty, which Royalty Payor acknowledges herein, including with regards to the development of, and recovery of Petroleum Substances from, the Royalty Lands including, without limitation, making all decisions respecting whether, when and how to drill, complete, equip, produce, suspend, abandon and shut-in wells and whether to elect to convert royalties to working interests. In furtherance thereof, Royalty Payor shall have the right to enter into and amend the Title Documents from time to time on such terms and conditions as it considers appropriate, provided that it acts in accordance with prudent oil and gas industry practices and in good faith in connection therewith.

3.6 Acknowledgement and Indemnity for Operations

- (a) Royalty Payor acknowledges that, except for Royalty Owner's rights and obligations under Section 2.5 with respect to Royalty Owner's right to take its Overriding Royalty share of Petroleum Substances in kind, except as contemplated in Section 3.6(c), Royalty Owner is not liable for any of the duties and obligations arising under the Title Documents.
- (b) Royalty Payor shall indemnify and save Royalty Owner, its Affiliates and each of their respective directors, officers, employees, owners, servants and agents, harmless from and against, all actions, suits, claims, costs, demands and expenses, including legal fees on a solicitor-client basis, which may be brought against any of them or that any of them may suffer, sustain, pay or incur, by reason of any matter or thing arising out of or in any way attributable to the operations carried on, by or on behalf of Royalty Payor on or in connection with Royalty Payor's Working Interest in the Royalty Lands and to the Royalty Lands Environmental Liabilities, except to the extent attributable to Petroleum Substances taken in kind by Royalty Owner.
- (c) Royalty Owner shall indemnify and save Royalty Payor, its Affiliates and each of their respective directors, officers, employees, servants and agents, harmless from and against, all actions, suits, claims, costs, demands and expenses, including legal fees on a solicitor-client basis, which may be brought against any of them or that any of them may suffer, sustain, pay or incur, by reason of any matter or thing arising out of or in any way attributable to Petroleum Substances taken in kind by Royalty Owner.

ARTICLE 4 ROYALTY PAYOR DEFAULT

4.1 Royalty Payor Default

If a Royalty Payor Default has occurred and is continuing, as applicable, Royalty Owner, at its option, shall have the right to:

- (a) set-off against any amount unpaid by Royalty Payor, any sums due or accruing to Royalty Payor or any Affiliate of Royalty Payor from Royalty Owner under this Agreement or any other agreement between Royalty Owner and Royalty Payor or any Affiliate of Royalty Payor, whether entered into before or after the date of this Agreement;
- (b) maintain an action or actions for such Unpaid Amount on a continuing basis as such amounts are payable, but not paid, as if the obligation to pay such amounts were liquidated demands due and payable on the relevant date such amounts were due to be paid, without any right or resort to set-off or counter-claim by Royalty Payor;

- (c) either appoint a new agent to act in the place and stead of Royalty Payor for the purposes of Section 2.3(c)(i), or to appoint itself as agent;
- (d) immediately commence to take in kind all or a portion of the Petroleum Substances comprising the Overriding Royalty in accordance with the provisions of Section 2.5, but without regard to the notice requirements set forth in Section 2.5;
- (e) review the records of Royalty Payor regarding sales of Petroleum Substances produced from Royalty Payor's Working Interest in the Royalty Lands and Royalty Payor shall be required to forthwith provide to Royalty Owner or its agent, such records; or
- (f) treat the Royalty Payor Default as an immediate and automatic assignment to Royalty Owner of the proceeds of sale attributed to the Overriding Royalty share of the Petroleum Substances from the Royalty Lands, and give notice to purchasers of Petroleum Substances from Royalty Payor requiring them to pay the proceeds of sale of the Overriding Royalty share of Petroleum Substances from Royalty Lands directly to the duly appointed agent of Royalty Owner, which may be Royalty Owner, and such purchasers of Petroleum Substances shall be entitled to rely upon notice from Royalty Owner to such effect and to thereafter pay the proceeds of sale accordingly.

ARTICLE 5

TERM AND TERMINATION

5.1 Royalty Term and Invocation

This Agreement shall be effective upon execution with the Overriding Royalty running against the Royalty Lands until termination pursuant to the terms hereof, including Section 5.2.

Notwithstanding the foregoing, the Overriding Royalty shall only become payable upon the earlier to occur of:

- (a) the occurrence of an Event of Default (as such term is defined in the Loan Agreement), and
- (b) the repayment in full of the Principal Amount (as such term is defined in the Loan Agreement) and any interest thereon under and in accordance with the terms of the Loan Agreement,

and only then if the Royalty Payor has not elected to and completed a prepayment of the Discounted Royalty Amount (as such term is defined in the Loan Agreement) in accordance with the terms of the Loan Agreement.

5.2 Termination after Invocation

If payment of the Overriding Royalty has been invoked in accordance with Section 5.1, this Agreement shall terminate in the event:

- (a) all cumulative funds actually received by Royalty Owner:
 - (i) from the Overriding Royalty (including production taken in kind calculated at the Market Price) under this Agreement, plus
 - (ii) from the Royalty Payor or on behalf of the Royalty Payor in satisfaction of the Unpaid Amount,
 equals \$5,000,000; or
- (b) when the Title Documents hereunder terminate in accordance with their terms.

5.3 Termination prior to Invocation

If payment of the Overriding Royalty has not been invoked in accordance with Section 5.1 and all Obligations of the Royalty Payor under the Loan Agreement have been satisfied in full in accordance with the terms of the Loan Agreement, then this Agreement shall terminate.

5.4 Termination Direction

If the Unpaid Amount is paid in accordance with Section 5.2 or termination occurs in accordance with Section 5.3, then upon termination, the Overriding Royalty granted hereunder shall automatically terminate and revert to Royalty Payor and Royalty Owner agrees that it shall take any and all actions as may be required in order to cause the reversion of the Overriding Royalty, including but not limited to discharging any and all registrations which may have been made hereunder and confirming the Royalty Payor may remove the Overriding Royalty from its land records.

5.5 Sale by Royalty Owner

- (a) If payment of the Overriding Royalty has been invoked in accordance with Section 5.1, then the Royalty Owner shall have the option, exercisable in its sole discretion, to sell the Overriding Royalty or a portion thereof by way of a broadly marketed sales process conducted by a reputable third party sales agent in the Province of Alberta sufficient to recover the remaining and unpaid portion of the Unpaid Amount plus any and all costs of Royalty Owner to effect such a sale, including marketing and legal fees and reasonable out of pocket expenses ("**Sale Costs**").
- (b) Such Overriding Royalty or portion thereof sold to a Third Party pursuant to Section 5.5(a) shall continue in perpetuity in accordance with and subject to the terms hereof until the termination of all Title Documents, provided that Sections 5.3 and 5.5 hereof shall cease to apply with respect to such sold Overriding Royalty.
- (c) The proceeds of a sale pursuant to Section 5.5(a) shall be applied first against any possible tax levied by Governmental Authority related to such sale, second the Sale Costs and last against the Unpaid Amount, with any remaining portion paid to Royalty Payor.

ARTICLE 6 ASSIGNMENT

6.1 Assignment by Royalty Owner

The Royalty Owner may dispose of, transfer or assign its Overriding Royalty in whole or in part without the prior written consent of Royalty Payor; provided however, that for any disposition, transfer or assignment, in whole or in part, of the Royalty Owner's Overriding Royalty on and after the date of this Agreement (i) such disposition, transfer or assignment shall only be completed concurrently with the disposition, transfer or assignment by the Royalty Owner of an equal proportion of its right, title, benefits and obligations as "Lender" under the Loan Agreement, and (ii), the Royalty Owner grants to Royalty Payor a Right of First Refusal on the Overriding Royalty on substantially similar terms to those found in clause 2401(B) and clause 2402 of the 1990 CAPL Operating Procedure as modified for an overriding royalty with the one exception that Royalty Payor shall have the right to respond to any disposition notice within twenty (20) days rather than 30 days. If the Royalty Payor does not exercise its Right of First Refusal, the Royalty Owner shall assign and novate the third party purchaser into this Agreement including the benefit of the Unpaid Amount effective the effective date of such sale.

6.2 Assignment by Royalty Payor

- (a) Royalty Payor may proceed with a sale, or other disposition of its Royalty Payor's Working Interest in the Petroleum Substances in the Royalty Lands and such Petroleum Substances shall be free and

clear of the Overriding Royalty granted under this Agreement, provided that (i) such sale or other disposition shall have been consented to by the Royalty Owner (in its sole discretion), and (ii) the Royalty Payor has replaced the sold Royalty Lands with substitute lands which substitute lands will be subject to the terms of this Agreement and brought into this Agreement by way an inclusion agreement incorporating, *inter alia*, a granting clause identical to Article 2 hereof; or

- (b) Royalty Payor may proceed with a sale, or other disposition of its Royalty Payor's Working Interest in the Petroleum Substances in the Royalty Lands if such sale or assignment is to an Affiliate of Royalty Payor or other Third Party and such Affiliate or Third Party agrees to be bound by this Agreement as it relates to the reservation and attachment of the Overriding Royalty in relation to any of the Royalty Lands and Royalty Wells so assigned and also agrees to take a corresponding assignment of this Agreement in relation to such Royalty Lands and Royalty Wells provided that such sale or assignment is on *bona fide*, arm's length terms and the Royalty Payor provides prior written notice to the Royalty Owner not less than thirty (30) days prior to the effective date of such sale or assignment.

6.3 Assignment Procedure to Apply

All assignments and transfers herein shall be conducted in accordance with the Assignment Procedure.

ARTICLE 7 GENERAL

7.1 Further Assurances

Each Party will, from time to time and at all times hereafter, without further consideration, except as otherwise provided in this Agreement, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

7.2 Entire Agreement

The provisions contained in any and all documents and agreements collateral hereto shall, with the exception of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. In the event of conflict between the provisions of this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall prevail, except following the occurrence of an Event of Default (as defined in the Loan Agreement), in which case at the election of the Royalty Owner the provisions of this Agreement shall prevail. This Agreement supersedes all other agreements, documents, writings and verbal understandings among the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof..

7.3 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 hereto 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.

7.4 Enurement

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

7.5 Time of Essence

Time shall be of the essence in this Agreement.

7.6 Notices

- (a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been validly given, or delivered: (a) upon confirmation of receipt when sent by electronic mail transmission; (b) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (c) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, or email address indicated below. Notices of change of address shall also be governed by this Section 7.6. Notices and other communications shall be addressed as follows:

Royalty Payor: Robus Resources Inc.
Suite 2000, 717 - 7 Avenue SW
Calgary, AB T2P 0Z3

Attention: Ernie Methot, President
Email: emethot@robusresourcesinc.ca

Royalty Owner: Robus Services LLC

13808 Sprucewood Drive
Dallas, Texas 75240

Attention: Robert Brantman
Email: rbrantman@summerlineasset.com

7.7 Invalidity of Provisions

In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

7.8 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 of any provision of this Agreement, including without limitation, this section, shall be effective otherwise than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of the Party making such waiver.

7.9 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.

7.10 Future Disclosures

Royalty Payor agrees to provide Royalty Owner, its personnel and advisors (including, without limitation, any auditors, accountants, legal, engineering and other advisors engaged by Royalty Owner), at the sole risk, cost and expense of Royalty Owner, such additional information as Royalty Owner may

hereafter require, and to make available such of Royalty Payor's personnel as may be reasonably required by Royalty Owner, to satisfy any disclosure and other obligations or requirement of Royalty Owner relating to the Overriding Royalty and the Royalty Lands or Royalty Wells now or hereafter arising under any national instrument or local securities commission rule or otherwise, including specifically in relation to engineering reports and data relating to the Overriding Royalty and the Royalty Lands or Royalty Wells.

7.11 Confidentiality

- (a) Each Party hereto agrees that it shall maintain as confidential and, without the prior written consent of the other Party, shall not disclose the terms of this Agreement and any non-public information concerning the other party or its business and operations, provided that a party may disclose such information: (i) where such information becomes publicly available or widely known by the public other than by a breach of this Agreement; (ii) if required by applicable laws or requested by any Governmental Authority having jurisdiction; (iii) to its Affiliates and to any of its or its Affiliates representatives, consultants or advisers who have a legitimate need to know such information (including the limited partners or any lender of the Royalty Owner or its Affiliates); and (iv) to any Person to whom such party, in good faith, anticipates assigning an interest in this Agreement as contemplated by Section 7.11 and such Person's Affiliates and the representatives, consultants and advisers of such Person or its Affiliates who have a legitimate need to know such information.
- (b) Notwithstanding the foregoing, any Party that ceases to be bound by the provisions of this Agreement shall nevertheless remain bound by the provisions of this Section 7.11 with respect to information obtained hereunder or pursuant to this Agreement until and to the extent that such information is in the public domain.

7.12 Limitations Act

The two-year period for seeking a remedial order section 3(1)(a) of the *Limitations Act (Alberta)* for any claim (as defined therein) arising in connection with this Agreement is extended to:

- (a) for claims disclosed by an audit, two (2) years after the time this Agreement permitted that audit to be performed; or
- (b) for all other claims, four (4) years.

7.13 Counterpart Execution

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile or other electronic means and all the counterparts together constitute the same agreement.

(Execution page follows)

- 21 -

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date first above written.

Royalty Payor:

ROBUS RESOURCES INC.By: 

Name: Ernie Methot

Title: President

Royalty Owner:

ROBUS SERVICES LLC

By:

Name: Robert J. Brantman

Title: President

[Signature page to Royalty Agreement]

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IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date first above written.

Royalty Payor:

ROBUS RESOURCES INC.

By:

Name: Ernie Methot

Title: President

Royalty Owner:

ROBUS SERVICES LLC

By:

Name: Robert J. Brantman

Title: President

SCHEDULE "A" ATTACHED TO AND FORMING PART OF THE GROSS OVERRIDING ROYALTY AGREEMENT MADE AS OF FEBRUARY 21, 2020 BETWEEN ROBUS RESOURCES INC. AND ROBUS SERVICES LLC.

ROYALTY LANDS

(See attached.)

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
M011549	1	113116	15	CRPNG	UNITWI	E+CORP	1	CSS
						PARAMOUNT RE	21.0461	---
						RALLY CANRE	2.9737	NONCONGOR
						ROBUS RESOUR	7.2594	---
	2	113116	15	CRPNG	WI	ROBUS SP	67.7208	NONCONGOR
						E+CORP	1	CSS
						ROBUS SP	99	---
								NONCONGOR
	3	113116	15	CRPNG	WI	E+CORP	1	CSS
						ROBUS SP	99	---
								NONCONGOR
								NONCONGOR
	4	113116	15	CRPNG	UNITWI	E+CORP	1	CSS
						PARAMOUNT RE	21.0461	---
						RALLY CANRE	2.9737	NONCONGOR
						ROBUS RESOUR	7.2594	---
	5	113116	15	CRPNG	WI	ROBUS SP	67.7208	NONCONGOR
						E+CORP	1	CSS
						ROBUS SP	99	---
								NONCONGOR
	6	113116	15	CRPNG	WI	E+CORP	1	GOR
						ROBUS SP	99	NONCONGOR

								NONCONGOR
7	113116	15	CRPNG	WI	E+CORP	1	CSS	
					ROBUS SP	99	---	
							NONCONGOR	
							NONCONGOR	
8	113116	15	CRPNG	WI	E+CORP	1	CSS	
					ROBUS SP	99	---	
							NONCONGOR	
							NONCONGOR	
M017155	1	0402010492	15	CRPNG	WI	E+CORP	1	CSS
M018224	1	23584	15	CRPNG	WI	ROBUS SP	99	CSS
	2	23584	15	CRPNG	UNITWI	E+CORP	1	CSS
	3	23584	15	CRPNG	POL	PARAMOUNT RE	21.0461	
						RALLY CANRE	2.9737	
	4	23584	15	CRPNG	POL	ROBUS RESOUR	7.2594	
						ROBUS SP	67.7208	
	5	23584	15	CRPNG	WI	E+CORP	1	CSS
						ROBUS RESOUR	5.333	
	6	23584	15	CRPNG	POL	ROBUS SP	93.667	
						CNR LIMITED	3.125	CSS
	7	23584	15	CRPNG	WI	E+CORP	1	
						ROBUS RESOUR	.1469	
	8	23584	15	CRPNG	WI	ROBUS SP	95.7281	
						E+CORP	1	NONCONGOR
	9	23584	15	CRPNG	WI	ROBUS SP	99	---
								CSS
M018225	1	22967	15	CRPNG	WI	E+CORP	1	CSS
						ROBUS SP	99	

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
M018235	2	22967	15	CRPNG	UNITWI	E+CORP	1	CSS
						PARAMOUNT RE	21.0461	
						RALLY CANRE	2.9737	
						ROBUS RESOUR	7.2594	
	3	22967	15	CRPNG	WI	ROBUS SP	67.7208	
						E+CORP	1	CSS
	4	22967	15	CRPNG	POL	ROBUS SP	99	
						E+CORP	1	CSS
	5	22967	15	CRPNG	UNITWI	ROBUS RESOUR	5.333	
						ROBUS SP	93.667	
						E+CORP	1	CSS
						PARAMOUNT RE	21.0461	
	6	22967	15	CRPNG	POL	RALLY CANRE	2.9737	
						ROBUS RESOUR	7.2594	
						ROBUS SP	67.7208	
						CNR LIMITED	3.125	CSS
	7	22967	15	CRPNG	WI	E+CORP	1	
						ROBUS RESOUR	1469	
						ROBUS SP	95.7281	
						E+CORP	1	NONCONGOR
M018240	1	0177030038	15	CRPNG	WI	ROBUS SP	99	
						E+CORP	1	CSS
						ZARGON O+G P	50	
						E+CORP	1	CSS
	2	0177030038	15	CRPNG	WI	ROBUS SP	99	
						E+CORP	1	CSS
	3	0177030038	15	CRPNG	POL	ROBUS RESOUR	1.5	
						ROBUS SP	97.5	
						E+CORP	1	CSS
						PARAMOUNT RE	21.0461	
	4	0177030038	15	CRPNG	UNITWI	RALLY CANRE	2.9737	
						ROBUS RESOUR	7.2594	
						ROBUS SP	67.7208	
						E+CORP	1	CSS
	5	0177030038	15	CRPNG	UNITWI	PARAMOUNT RE	21.0461	
						RALLY CANRE	2.9737	
						ROBUS RESOUR	7.2594	
						ROBUS SP	67.7208	
	6	0177030038	15	CRPNG	WI	PARAMOUNT RE	100	LR
						E+CORP	1	NONCONGOR
	7	0177030038	15	CRPNG	WI	ROBUS SP	49	
						ZARGON O+G P	50	CSS
						E+CORP	1	NONCONGOR
						ROBUS SP	99	
	8	0177030038	15	CRPNG	WI	E+CORP	1	NONCONGOR
						ROBUS SP	99	
						E+CORP	1	NONCONGOR
						ROBUS RESOUR	1.5	
	9	0177030038	15	CRPNG	POL	ROBUS SP	97.5	CSS
						E+CORP	1	CSS
						ROBUS RESOUR	10	
						ROBUS SP	89	NONCONGOR
M018240	1	1142	15	CRPNG	WI	E+CORP	1	CSS
						ROBUS RESOUR	10	
						ROBUS SP	89	NONCONGOR
						E+CORP	.993029	CSS
	2	1142	15	CRPNG	UNITWI	INDUS CANADA	.2118	
						ROBUS RESOUR	3.758296	NONCONGOR
						ROBUS SP	95.036875	
						E+CORP	1	CSS
	3	1142	15	CRPNG	WI	ROBUS RESOUR	10	
						ROBUS SP	89	NONCONGOR
	4	1142	15	CRPNG	UNITWI	E+CORP	1	CSS
						PARAMOUNT RE	21.0461	
						RALLY CANRE	2.9737	NONCONGOR
						ROBUS RESOUR	7.2594	
						ROBUS SP	67.7208	

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
		5 1142	15	CRPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 10 89	CSS --- NONCONGOR
		6 1142	15	CRPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 10 89	CSS --- NONCONGOR
		7 1142	15	CRPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 10 89	CSS --- NONCONGOR
		8 1142	15	CRPNG	POL	E+CORP ROBUS RESOUR ROBUS SP	1 5.333 93.667	CSS --- NONCONGOR
		9 1142	15	CRPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	CSS --- NONCONGOR --- NONCONGOR
		10 1142	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR ---
		11 1142	15	CRPNG	POL	E+CORP ROBUS RESOUR ROBUS SP	1 1.5 97.5	CSS --- NONCONGOR
		12 1142	15	CRPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 10 89	CSS --- NONCONGOR
		13 1142	15	CRPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	CSS --- NONCONGOR --- NONCONGOR
		14 1142	15	CRPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 10 89	CSS --- NONCONGOR
		15 1142	15	CRPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 10 89	NONCONGOR --- CSS
M018302		1 42836	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS CSS
		2 42836	15	CRPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	CSS --- NONCONGOR --- NONCONGOR
		3 42836	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR ---
		4 42836	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS CSS
		5 42836	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS ---
M018314		1 PL 691	HBP	FHPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 2.349976 96.650024	LR ---
		2 PL 691	HBP	FHPNG	UNITWI	E+CORP LABORDE ELIZ OBSIDIAN PSH OWEN INVESTO ROBUS RESOUR ROBUS SP TRIPLE C ENE	1.08621121 .0901724 8.6952637 .0901722 16.74654843 71.99578866 1.3158434	LR ---
		3 PL 691	HBP	FHPNG	WI	E+CORP PARAMOUNT RE ROBUS SP	1 3.1333 95.8667	LR ---

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
M018315	4 PL 691	HBP	FHPNG	UNITWI	E+CORP	PARAMOUNT RE	21.0461	LR
						RALLY CANRE	2.9737	
						ROBUS RESOUR	7.2594	
						ROBUS SP	67.7208	
	5 PL 691	HBP	FHPNG	POL	E+CORP	QUATTRO EXPL	0	LR
						ROBUS RESOUR	1.48332472	
						ROBUS SP	97.50678645	
						ROBUS SP	97.50678645	
	6 PL 691	HBP	FHPNG	POL	DELICOURT DEV	DELICOURT DEV	0	LR
						E+CORP	1.650213	
						LABORDE ELIZ	.056358	
						OBSIDIAN PSH	5.43454	
						OWEN INVESTO	.056358	
						PARAMOUNT RE	.9792	
						QUATTRO EXPL	0	
						ROBUS RESOUR	10.41087	
						ROBUS SP	80.59006	
						TRIPLE C ENE	.822401	
	7 PL 691	HBP	FHPNG	POL	E+CORP	QUATTRO EXPL	0	LR
						ROBUS RESOUR	1.48332472	
						ROBUS SP	97.50678645	
						ROBUS SP	97.50678645	
	8 PL 691	HBP	FHPNG	POL	DELICOURT DEV	DELICOURT DEV	0	LR
						E+CORP	1.650213	
						LABORDE ELIZ	.056358	
						OBSIDIAN PSH	5.43454	
						OWEN INVESTO	.056358	
						PARAMOUNT RE	.9792	
						QUATTRO EXPL	0	
						ROBUS RESOUR	10.41087	
						ROBUS SP	80.59006	
						TRIPLE C ENE	.822401	
	9 PL 691	HBP	FHPNG	WI	E+CORP	ROBUS RESOUR	2.349976	NONCONGOR
						ROBUS SP	96.650024	
						ROBUS SP	96.650024	
	10 PL 691	HBP	FHPNG	WI	E+CORP	PARAMOUNT RE	3.1333	NONCONGOR
						ROBUS SP	95.8667	
						ROBUS SP	95.8667	
	1 PL 666	HBP	FHPNG	WI	E+CORP	ROBUS RESOUR	2.349976	LR
						ROBUS SP	96.650024	
						ROBUS SP	96.650024	
	2 PL 666	HBP	FHPNG	UNITWI	E+CORP	LABORDE ELIZ	.0901724	LR
						OBSIDIAN PSH	8.6952637	
						OWEN INVESTO	.0901722	
						ROBUS RESOUR	16.74654843	
						ROBUS SP	71.99578866	
						TRIPLE C ENE	1.3158434	
	3 PL 666	HBP	FHPNG	WI	E+CORP	PARAMOUNT RE	3.1333	LR
						ROBUS SP	95.8667	
						ROBUS SP	95.8667	
	4 PL 666	HBP	FHPNG	UNITWI	E+CORP	PARAMOUNT RE	21.0461	LR
						RALLY CANRE	2.9737	
						ROBUS RESOUR	7.2594	
						ROBUS SP	67.7208	
	5 PL 666	HBP	FHPNG	POL	E+CORP	QUATTRO EXPL	0	LR
						ROBUS RESOUR	1.48332472	
						ROBUS SP	97.50678645	

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
M018316	6 PL 666	HBP	FHPNG	POL	DEL COURT DEV	0		LR
						E+CORP	1.650213	
						LABORDE ELIZ	.056358	
						OBSIDIAN PSH	5.43454	
						OWEN INVESTO	.056358	
						PARAMOUNT RE	.9792	
						QUATTRO EXPL	0	
						ROBUS RESOUR	10.41087	
						ROBUS SP	80.59006	
						TRIPLE C ENE	.822401	
M018317	7 PL 666	HBP	FHPNG	POL	E+CORP	1.00988883		LR
						QUATTRO EXPL	0	
						ROBUS RESOUR	1.48332472	
						ROBUS SP	97.50678645	
	8 PL 666	HBP	FHPNG	POL	DEL COURT DEV	0		LR
						E+CORP	1.650213	
						LABORDE ELIZ	.056358	
						OBSIDIAN PSH	5.43454	
						OWEN INVESTO	.056358	
						PARAMOUNT RE	.9792	
						QUATTRO EXPL	0	
						ROBUS RESOUR	10.41087	
						ROBUS SP	80.59006	
						TRIPLE C ENE	.822401	
M018316	9 PL 666	HBP	FHPNG	WI	E+CORP	1		NONCONGOR
						ROBUS RESOUR	2.349976	---
						ROBUS SP	96.650024	LR
	10 PL 666	HBP	FHPNG	WI	E+CORP	1		NONCONGOR
						PARAMOUNT RE	3.1333	---
						ROBUS SP	95.8667	LR
	1 PL 631	HBP	FHPNG	WI	E+CORP	1		LR
						ROBUS RESOUR	2.349976	
						ROBUS SP	96.650024	
	2 PL 631	HBP	FHPNG	UNITWI	E+CORP	1.06621121		LR
						LABORDE ELIZ	.0901724	
						OBSIDIAN PSH	8.6952637	
						OWEN INVESTO	.0901722	
						ROBUS RESOUR	16.74654843	
						ROBUS SP	71.99578866	
						TRIPLE C ENE	1.3158434	
	3 PL 631	HBP	FHPNG	POL	E+CORP	1.00988883		LR
						QUATTRO EXPL	0	
						ROBUS RESOUR	1.48332472	
						ROBUS SP	97.50678645	
M018317	4 PL 631	HBP	FHPNG	POL	DEL COURT DEV	0		LR
						E+CORP	1.650213	
						LABORDE ELIZ	.056358	
						OBSIDIAN PSH	5.43454	
						OWEN INVESTO	.056358	
						PARAMOUNT RE	.9792	
						QUATTRO EXPL	0	
						ROBUS RESOUR	10.41087	
						ROBUS SP	80.59006	
						TRIPLE C ENE	.822401	
M018317	5 PL 631	HBP	FHPNG	WI	E+CORP	1		NONCONGOR
						ROBUS RESOUR	2.349976	---
						ROBUS SP	96.650024	LR
	1 PL 652	HBP	FHPNG	WI	E+CORP	1		LR
						ROBUS RESOUR	2.349976	
						ROBUS SP	96.650024	
	2 PL 652	HBP	FHPNG	UNITWI	E+CORP	1.06621121		LR
						LABORDE ELIZ	.0901724	
						OBSIDIAN PSH	8.6952637	
						OWEN INVESTO	.0901722	
						ROBUS RESOUR	16.74654843	
						ROBUS SP	71.99578866	
						TRIPLE C ENE	1.3158434	

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
M018320	3	PL 652	HBP	FHPNG	POL	E+CORP	1.00988883	LR
						QUATTRO EXPL	0	
						ROBUS RESOUR	1.48332472	
	4	PL 652	HBP	FHPNG	POL	ROBUS SP	97.50678645	
						DELACOURT DEV	0	LR
						E+CORP	1.650213	
						LABORDE ELIZ	.056358	
						OBSIDIAN PSH	5.43454	
						OWEN INVESTO	.056358	
						PARAMOUNT RE	.9792	
						QUATTRO EXPL	0	
						ROBUS RESOUR	10.41087	
						ROBUS SP	80.59006	
						TRIPLE C ENE	.822401	
M018321	5	PL 652	HBP	FHPNG	WI	E+CORP	1	NONCONGOR
						ROBUS RESOUR	2.349976	---
	1	PL 562	HBP	FHPNG	WI	ROBUS SP	96.650024	LR
						E+CORP	1	LR
	2	PL 562	HBP	FHPNG	UNITWI	ROBUS RESOUR	2.349976	
						ROBUS SP	96.650024	
						E+CORP	1.06621121	LR
						LABORDE ELIZ	.0901724	
						OBSIDIAN PSH	8.6952637	
						OWEN INVESTO	.0901722	
						ROBUS RESOUR	16.74654843	
	3	PL 562	HBP	FHPNG	POL	ROBUS SP	71.99578866	
						TRIPLE C ENE	1.3158434	
						E+CORP	1.0039324	LR
	4	PL 562	HBP	FHPNG	WI	QUATTRO EXPL	0	
						ROBUS RESOUR	1.47447552	
						ROBUS SP	97.52159208	
	1	PL 613	HBP	FHPNG	WI	E+CORP	1	NONCONGOR
						ROBUS RESOUR	2.349976	---
						ROBUS SP	96.650024	LR
	2	PL 613	HBP	FHPNG	UNITWI	E+CORP	1	LR
						ROBUS RESOUR	2.349976	
						ROBUS SP	96.650024	
						E+CORP	1.06621121	LR
						LABORDE ELIZ	.0901724	
						OBSIDIAN PSH	8.6952637	
						OWEN INVESTO	.0901722	
	3	PL 613	HBP	FHPNG	WI	ROBUS RESOUR	16.74654843	
						ROBUS SP	71.99578866	
						TRIPLE C ENE	1.3158434	
	4	PL 613	HBP	FHPNG	UNITWI	E+CORP	1	LR
						PARAMOUNT RE	3.1333	
						ROBUS SP	95.8667	
	5	PL 613	HBP	FHPNG	POL	E+CORP	1	LR
						PARAMOUNT RE	3.1333	
						ROBUS SP	95.8667	
	6	PL 613	HBP	FHPNG	POL	QUATTRO EXPL	0	
						ROBUS RESOUR	1.47447552	
						ROBUS SP	97.52159208	
	7	PL 613	HBP	FHPNG	WI	E+CORP	1.0039324	LR
						QUATTRO EXPL	0	
						ROBUS RESOUR	1.47447552	
	8	PL 613	HBP	FHPNG	WI	ROBUS SP	97.52159208	
						E+CORP	1	NONCONGOR
						ROBUS RESOUR	2.349976	---
	8	PL 613	HBP	FHPNG	WI	ROBUS SP	96.650024	LR
						E+CORP	1	NONCONGOR
						PARAMOUNT RE	3.1333	---
	8	PL 613	HBP	FHPNG	WI	ROBUS SP	95.8667	LR
						E+CORP	1	NONCONGOR
						PARAMOUNT RE	3.1333	---
	8	PL 613	HBP	FHPNG	WI	ROBUS SP	95.8667	LR
						E+CORP	1	NONCONGOR
						PARAMOUNT RE	3.1333	---

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
M018325	1	0485030399	15	CRPNG	WI	E+CORP PARAMOUNT RE ROBUS SP	1 3.1333 95.8667	CSS
	2	0485030399	15	CRPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	CSS
	3	0485030399	15	CRPNG	POL	E+CORP QUATTRO EXPL ROBUS RESOUR ROBUS SP	1.00988883 0 1.48332472 97.50678645	CSS
	4	0485030399	15	CRPNG	POL	DELCOURT DEV E+CORP LABORDE ELIZ OBSIDIAN PSH OWEN INVESTO PARAMOUNT RE QUATTRO EXPL ROBUS RESOUR ROBUS SP TRIPLE C ENE	0 1.650213 .056358 5.43454 .056358 .9792 0 10.41087 80.59006 .822401	CSS
	5	0485030399	15	CRPNG	WI	E+CORP PARAMOUNT RE ROBUS SP	1 3.1333 95.8667	NONCONGOR ---
	1	42837	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
	2	42837	15	CRPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	CSS
	3	42837	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR ---
	4	42837	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS CSS
	1	42841	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
M018329	2	42841	15	CRPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	CSS
	3	42841	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR ---
	4	42841	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS CSS
	1	0484060280	15	CRPNG	WI	E+CORP PARAMOUNT RE ROBUS SP	1 3.1333 95.8667	CSS
M018330	2	0484060280	15	CRPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	CSS
	3	0484060280	15	CRPNG	POL	E+CORP QUATTRO EXPL ROBUS RESOUR ROBUS SP	1.00988883 0 1.48332472 97.50678645	CSS
	1	0484060280	15	CRPNG	WI	E+CORP PARAMOUNT RE ROBUS SP	1 3.1333 95.8667	CSS
	2	0484060280	15	CRPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	CSS
M018333	3	0484060280	15	CRPNG	POL	E+CORP QUATTRO EXPL ROBUS RESOUR ROBUS SP	1.00988883 0 1.48332472 97.50678645	CSS

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
M018356	4	0484060280	15	CRPNG	POL	DELCOURT DEV E+CORP LABORDE ELIZ OBSIDIAN PSH OWEN INVESTO PARAMOUNT RE QUATTRO EXPL ROBUS RESOUR ROBUS SP TRIPLE C ENE	0 1.650213 .056358 5.43454 .056358 .9792 0 10.41087 80.59006 .822401	CSS
	5	0484060280	15	CRPNG	WI	E+CORP PARAMOUNT RE ROBUS SP	1 3.1333 95.8667	NONCONGOR --- CSS
	1	SANDBU, OLE	HBP	FEEINSIDE	WI	E+CORP ROBUS RESOUR ROBUS SP	1 2.349976 96.650024	LR
	2	SANDBU, OLE	HBP	FEEINSIDE	UNITWI	E+CORP INDUS CANADA ROBUS RESOUR ROBUS SP	.993029 .2118 3.758296 95.036875	LR
	3	SANDBU, OLE	HBP	FEEINSIDE	WI	E+CORP PARAMOUNT RE ROBUS SP	1 3.1333 95.8667	LR
	4	SANDBU, OLE	HBP	FEEINSIDE	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	LR
	5	SANDBU, OLE		FEEINSIDE	WI	E+CORP ROBUS SP	1 99	LR
	6	SANDBU, OLE	HBP	FEEINSIDE	WI	E+CORP PARAMOUNT RE ROBUS SP	1 3.1333 95.8667	LR
	7	SANDBU, OLE	HBP	FEEINSIDE	POL	E+CORP PARAMOUNT RE ROBUS SP	1 1.56667 97.43333	LR
	8	SANDBU, OLE		FEEINSIDE	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- LR
	9	SANDBU, OLE		FEEINSIDE	WI	E+CORP ROBUS SP	1 99	LR
	10	SANDBU, OLE	HBP	FEEINSIDE	WI	E+CORP ROBUS RESOUR ROBUS SP	1 2.349976 96.650024	NONCONGOR --- LR
11	SANDBU, OLE	HBP	FEEINSIDE	WI	E+CORP PARAMOUNT RE ROBUS SP	1 3.1333 95.8667	NONCONGOR --- LR	
12	SANDBU, OLE		FEEINSIDE	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- LR	
M018374	1	24929A	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
	2	24929A	15	CRPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	CSS
M018377	3	24929A	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- CSS
	3	162	HBP	FHSUBLEAS E	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	NONCONGOR --- LR

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
			HBP	FHSUBLEAS E	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	NONCONGOR --- LR
	4	162	HBP	FHSUBLEAS E	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR --- LR
			HBP	FHSUBLEAS E	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR --- LR
	5	162	HBP	FHSUBLEAS E	WI	E+CORP ROBUS SP	1 99	LR ---
			HBP	FHSUBLEAS E	WI	E+CORP ROBUS SP	1 99	NONCONGOR LR ---
	6	162	HBP	FHSUBLEAS E	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR NONCONGOR ---
			HBP	FHSUBLEAS E	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR ---
	7	162	HBP	FHSUBLEAS E	WI	E+CORP ROBUS SP	1 99	LR ---
			HBP	FHSUBLEAS E	WI	E+CORP ROBUS SP	1 99	NONCONGOR ---
	8	162	HBP	FHSUBLEAS E	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	NONCONGOR ---
			HBP	FHSUBLEAS E	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	NONCONGOR ---
	9	162	HBP	FHSUBLEAS E	WI	E+CORP ROBUS SP	1 99	NONCONGOR ---
			HBP	FHSUBLEAS E	WI	E+CORP ROBUS SP	1 99	NONCONGOR ---
	10	162	HBP	FHSUBLEAS E	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR ---
			HBP	FHSUBLEAS E	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR ---
	11	162	HBP	FHSUBLEAS E	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR ---
			HBP	FHSUBLEAS E	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR ---

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
M018381	12	162	HBP	FHSUBLEAS E	WI	E+CORP	1	NONCONGOR
						PARAMOUNT RE	50	---
						ROBUS SP	49	LR
			HBP	FHSUBLEAS E	WI	E+CORP	1	NONCONGOR
						PARAMOUNT RE	50	---
						ROBUS SP	49	LR
	13	162	HBP	FHSUBLEAS E	WI	E+CORP	1	NONCONGOR
						PARAMOUNT RE	50	---
						ROBUS SP	49	LR
			HBP	FHSUBLEAS E	WI	E+CORP	1	NONCONGOR
						PARAMOUNT RE	50	---
						ROBUS SP	49	LR
M018381	1	13839A	15	CRPNG	WI	E+CORP	1	CSS
						ROBUS SP	99	
	2	13839A	15	CRPNG	UNITWI	E+CORP	1	CSS
						PARAMOUNT RE	21.0461	
						RALLY CANRE	2.9737	
						ROBUS RESOUR	7.2594	
	3	13839A	15	CRPNG	WI	ROBUS SP	67.7208	
						E+CORP	1	NONCONGOR
						ROBUS SP	99	---
								CSS
	4	13839A	15	CRPNG	WI	E+CORP	1	CSS
						ROBUS SP	99	
	5	13839A	15	CRPNG	WI	E+CORP	1	CSS
						ROBUS SP	99	
M018432	1	ENERMARK	HBP	FEEINSIDE	WI	E+CORP	1	NONCONGOR
						ROBUS SP	99	
	2	ENERMARK		FEEINSIDE	WI	E+CORP	1	
						ROBUS SP	99	
	3	ENERMARK		FEEINSIDE	WI	E+CORP	1	NONCONGOR
						ROBUS SP	99	
M018444	1	0498060174	15	CRPNG	WI	E+CORP	1	CSS
M018486	1	AB56-305	HBP	FHNATURAL GAS	WI	ROBUS SP	99	
						E+CORP	1	LR
	2	AB56-305	HBP	FHNATURAL GAS	POL	ROBUS SP	99	---
						E+CORP	1.0039324	NONCONGOR
M018487	1	SCHULTZ W+N	HBP	FHPNG	WI	QUATTRO EXPL	0	LR
						ROBUS RESOUR	1.47447552	---
						ROBUS SP	97.52159208	NONCONGOR
						E+CORP	1	NONCONGOR
						ROBUS SP	99	---
								LR
M018488	1	AB56-309	HBP	FHNATURAL GAS	WI	E+CORP	1	NONCONGOR
						ROBUS SP	99	---
								LR
	2	AB56-309	HBP	FHNATURAL GAS	POL	E+CORP	1.00988883	NONCONGOR
						QUATTRO EXPL	0	LR
						ROBUS RESOUR	1.48332472	---
						ROBUS SP	97.50678645	NONCONGOR
	3	AB56-309	HBP	FHNATURAL GAS	POL	DEL COURT DEV	0	LR
						E+CORP	1.650213	---
						LABORDE ELIZ	.056358	NONCONGOR
						OBSIDIAN PSH	5.43454	
						OWEN INVESTO	.056358	
						PARAMOUNT RE	.9792	
						QUATTRO EXPL	0	
						ROBUS RESOUR	10.41087	
						ROBUS SP	80.59006	
						TRIPLE C ENE	.822401	

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
		4 AB56-309	HBP	FHNATURAL GAS	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- LR --- NONCONGOR
M018497	1	0400020153	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
M018510	1	AB85-21944	HBP	FHPETROLE ASE	WI	E+CORP ROBUS SP	1 99	LR
	3	AB85-21944	HBP	FHPETROLE ASE	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- LR
M018516	1	20079	15	CRPNG	WI	E+CORP OBSIDIAN PSH ROBUS SP	1 15 84	GOR --- CSS
	2	20079	15	CRPNG	WI	E+CORP OBSIDIAN PSH ROBUS SP	1 15 84	GOR --- NONCONGOR --- CSS
	3	20079	15	CRPNG	ARP	E+CORP OBSIDIAN PSH ROBUS SP	1 15 84	GOR --- CSS
M018552	1	0497010210	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
	4	0497010210	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- CSS
M018553	1	0497040138	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
	3	0497040138	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- CSS
M018972	1	AB85-22189	HBP	FHPETROLE ASE	WI	E+CORP ROBUS SP	1 99	LR
	2	AB85-22189	HBP	FHPETROLE ASE	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- LR
	3	AB85-22189	HBP	FHPETROLE ASE	WI	E+CORP ROBUS SP	1 99	LR
	4	AB85-22189	HBP	FHPETROLE ASE	WI	E+CORP ROBUS SP	1 99	LR
M020915	1	NICKEL MYRNA	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M020916	1	CARLSON CURTIS	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M020918	1	OLSON CECELIA	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M020920	1	KNUDTSON CHARLO	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M021236	1	0403100438	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
M021238	1	0403100441	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
M021259	1	107343	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS --- NONCONGOR

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
M021261		2 107343	15	CRPNG	UNITWI	E+CORP	1	NONCONGOR
						PARAMOUNT RE	21.0461	---
						RALLY CANRE	2.9737	CSS
						ROBUS RESOUR	7.2594	
	ROBUS SP	67.7208						
		3 107343	15	CRPNG	WI	E+CORP	1	NONCONGOR
						ROBUS SP	99	---
								NONCONGOR
								CSS
		1 113116A	15	CRPNG	WI	E+CORP	1	NONCONGOR
						ROBUS SP	99	---
								CSS
							NONCONGOR	
	2 113116A	15	CRPNG	UNITWI	E+CORP	1	NONCONGOR	
					PARAMOUNT RE	21.0461	---	
					RALLY CANRE	2.9737	CSS	
					ROBUS RESOUR	7.2594		
	ROBUS SP	67.7208						
		3 113116A	15	CRPNG	WI	E+CORP	1	NONCONGOR
						ROBUS SP	99	---
								NONCONGOR
							CSS	
M021262		1 FITZEL AMBROS	HBP	FHNATURAL GAS	WI	E+CORP	1	NONCONGOR
						ROBUS SP	99	---
								LR
								NONCONGOR
			HBP	FHNATURAL GAS	WI	E+CORP	1	NONCONGOR
						ROBUS SP	99	---
								LR
								NONCONGOR
		HBP	FHNATURAL GAS	WI	E+CORP	1	NONCONGOR	
					ROBUS SP	99	---	
							LR	
							NONCONGOR	
	2 FITZEL AMBROS	HBP	FHNATURAL GAS	UNITWI	E+CORP	1	NONCONGOR	
					PARAMOUNT RE	21.0461	---	
					RALLY CANRE	2.9737	NONCONGOR	
					ROBUS RESOUR	7.2594	---	
	ROBUS SP	67.7208	LR					
		HBP	FHNATURAL GAS	UNITWI	E+CORP	1	NONCONGOR	
					PARAMOUNT RE	21.0461	---	
					RALLY CANRE	2.9737	NONCONGOR	
ROBUS RESOUR					7.2594	---		
ROBUS SP	67.7208	LR						
	HBP	FHNATURAL GAS	UNITWI	E+CORP	1	NONCONGOR		
				PARAMOUNT RE	21.0461	---		
				RALLY CANRE	2.9737	NONCONGOR		
				ROBUS RESOUR	7.2594	---		
ROBUS SP	67.7208	LR						
	3 FITZEL AMBROS	HBP	FHNATURAL GAS	WI	E+CORP	1	NONCONGOR	
					ROBUS SP	99	---	
							NONCONGOR	
							NONCONGOR	
		HBP	FHNATURAL GAS	WI	E+CORP	1	NONCONGOR	
					ROBUS SP	99	---	
							NONCONGOR	
							LR	

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
			HBP	FHNATURAL GAS	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- NONCONGOR --- NONCONGOR --- LR
M021263		1 PET LSE #1164	HBP	FHPETROLE ASE	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- LR --- NONCONGOR
		2 PET LSE #1164	HBP	FHPETROLE ASE	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- NONCONGOR --- NONCONGOR --- LR
M021265		1 0498110101	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- CSS
M021510		1 LYSENG D	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M021511		1 LYSENG S	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M021512		1 LYSEND G	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M021514		1 LYSENG M	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M021529		1 WENSEL WILLIAM	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M021530		1 WENSEL WALLY	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M021531		1 SCHENDLER E	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M022951		1 BARTH, NANCY LEE	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
		2 BARTH, NANCY LEE	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
		3 BARTH, NANCY LEE	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
M022952		1 MOVOLD CLIFFORD	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
		2 MOVOLD CLIFFORD	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
		3 MOVOLD CLIFFORD	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
		1 BARTH NANCY LEE	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
		1 MOVOLD CLIFFORD	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
M022953		2 MOVOLD CLIFFORD	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
		3 MOVOLD CLIFFORD	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
		1 STANLEY BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
		2 STANLEY BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
M023233	1	STUART JOHN	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
	2	STUART JOHN	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
	3	STUART JOHN	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	40	
						ROBUS SP	59	
	4	STUART JOHN	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
	5	STUART JOHN	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
	6	STUART JOHN	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
M023234	1	STANLEY BAILEY	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
	2	STANLEY BAILEY	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
	3	STANLEY BAILEY	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	40	
						ROBUS SP	59	
	4	STANLEY BAILEY	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
	5	STANLEY BAILEY	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
M023235	1	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
	2	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
M023236	3	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	40	
						ROBUS SP	59	
	1	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
	2	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
	3	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	40	
						ROBUS SP	59	
	4	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
	5	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
M023237	1	JOHN STUART	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
	2	JOHN STUART	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	25	
						ROBUS SP	74	
	3	JOHN STUART	HBP	FHPNG	WI	E+CORP	1	LR
						PINE CLIFF	40	
						ROBUS SP	59	

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties	
M023238	1	JOHN STUART	HBP	FHPNG	WI	E+CORP	1	LR	
						PINE CLIFF	25		
						ROBUS SP	74		
	2	JOHN STUART	HBP	FHPNG	WI	E+CORP	1	LR	
						PINE CLIFF	25		
						ROBUS SP	74		
	3	JOHN STUART	HBP	FHPNG	WI	E+CORP	1	LR	
						PINE CLIFF	40		
						ROBUS SP	59		
M023239	1	JOHN STUART	HBP	FHPNG	WI	E+CORP	1	LR	
						PINE CLIFF	25		
						ROBUS SP	74		
	2	JOHN STUART	HBP	FHPNG	WI	E+CORP	1	LR	
						PINE CLIFF	25		
						ROBUS SP	74		
	3	JOHN STUART	HBP	FHPNG	WI	E+CORP	1	LR	
						PINE CLIFF	40		
						ROBUS SP	59		
	4	JOHN STUART	HBP	FHPNG	WI	E+CORP	1	LR	
						PINE CLIFF	25		
						ROBUS SP	74		
	5	JOHN STUART	HBP	FHPNG	WI	E+CORP	1	LR	
						PINE CLIFF	25		
						ROBUS SP	74		
M023301	1	NICKEL MYRNA	HBP	FHPNG	WI	E+CORP	1	LR	
						ROBUS SP	99		
						ROBUS SP	99		
M023316	1	OLSON CECILIA MARIE	HBP	FHPNG	WI	E+CORP	1	LR	
						ROBUS SP	99		
						ROBUS SP	99		
				HBP	FHPNG	WI	E+CORP	1	LR
							ROBUS SP	99	
							ROBUS SP	99	
				HBP	FHPNG	WI	E+CORP	1	LR
							ROBUS SP	99	
							ROBUS SP	99	
				HBP	FHPNG	WI	E+CORP	1	LR
							ROBUS SP	99	
							ROBUS SP	99	
	2	OLSON CECILIA MARIE	HBP	FHPNG	WI	E+CORP	1	LR	
						ROBUS SP	99		
						ROBUS SP	99		
			HBP	FHPNG	WI	E+CORP	1	LR	
						ROBUS SP	99		
						ROBUS SP	99		
			HBP	FHPNG	WI	E+CORP	1	LR	
						ROBUS SP	99		
						ROBUS SP	99		
M023327	1	HANSEN/MATT SON	HBP	FHPNG	WI	E+CORP	1	LR	
						ROBUS SP	99		
						ROBUS SP	99		
				HBP	FHPNG	WI	E+CORP	1	LR
							ROBUS SP	99	
							ROBUS SP	99	
				HBP	FHPNG	WI	E+CORP	1	LR
							ROBUS SP	99	
							ROBUS SP	99	
	2	HANSEN/MATT SON	HBP	FHPNG	WI	E+CORP	1	LR	
						ROBUS SP	99		
						ROBUS SP	99		
				HBP	FHPNG	WI	E+CORP	1	LR
							ROBUS SP	99	
							ROBUS SP	99	
			HBP	FHPNG	WI	E+CORP	1	LR	
						ROBUS SP	99		
						ROBUS SP	99		

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
M023351	1	KNUDTSON CARLSON	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- GOR ---
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR NONCONGOR --- GOR ---
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR NONCONGOR --- GOR ---
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR NONCONGOR --- GOR ---
M023352	1	EARL NESWOLD	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- GOR ---
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR NONCONGOR --- GOR ---
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR NONCONGOR --- GOR ---
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR NONCONGOR --- GOR ---
M023353	1	NESWOLD CHARLES	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- GOR ---
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR NONCONGOR --- GOR ---
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR NONCONGOR --- GOR ---
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR NONCONGOR --- GOR ---
M023354	1	0499040100	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- CSS
M023486	1	KNUDTSON ERIC	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
	2	KNUDTSON ERIC	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M023544	1	CARLSON CURTIS	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
	2	CARLSON CURTIS	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M023603	1	0405110442	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR
M024792	1	KENT JOAN SHELLEY	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
M026228	1	0403080537	15	CRPNG	WI	E+CORP	1	CSS
						ENCANA CORPO	50	
						ROBUS SP	49	
	2	0403080537	15	CRPNG	WI	E+CORP	1	CSS
						ENCANA CORPO	50	
						ROBUS SP	49	
	3	0403080537	15	CRPNG	BRP	E+CORP	1	CSS
						ROBUS SP	99	
	7	0403080537	15	CRPNG	BRP	E+CORP	1	CSS
						ROBUS SP	99	
M026229	1	PARAMOUNT OPERATING	HBP	FHPNG	WI	E+CORP	1	LR
						ROBUS SP	99	
M026230	1	PARAMOUNT OPERATING	HBP	FHPNG	WI	E+CORP	1	NONCONGOR
						ROBUS SP	99	---
								LR
M026231	1	0402040293	15	CRPNG	WI	E+CORP	1	CSS
						ROBUS SP	99	
						SEQUOIA RESO	0	
	2	0402040293	15	CRPNG	WI	E+CORP	1	CSS
						ROBUS SP	99	
						SEQUOIA RESO	0	
	3	0402040293	15	CRPNG	WI	E+CORP	1	CSS
						ROBUS SP	99	
						SEQUOIA RESO	0	

LOAN AMENDING AGREEMENT

THIS LOAN AMENDING AGREEMENT (this "Agreement") is dated December 23, 2020,

BETWEEN:**ROBUS SERVICES LLC**

(hereinafter referred to as the "**Lender**")

- and -

ROBUS RESOURCES INC.

(hereinafter referred to as the "**Borrower**")

RECITALS:

- A. The Borrower and the Lender are parties to the loan agreement dated February 21, 2020 (the "**Loan Agreement**") and a gross overriding royalty agreement dated February 21, 2020 (the "**Royalty Agreement**").
- B. The Borrower has requested, and the Lender has agreed to make, certain amendments to the covenants and terms of the Loan Agreement and the Royalty Agreement.

NOW THEREFORE in consideration of the covenants and agreements herein contained the parties hereto covenant and agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

Capitalized terms and phrases utilized in this Agreement shall bear the same meanings ascribed to such capitalized terms and phrases as set forth in the Loan Agreement, unless varied, modified, amended or supplemented by this Agreement or unless there is something in the subject matter or context inconsistent therewith.

ARTICLE 2
AMENDMENT AND CONTINUATION

2.1 Amendment

The parties hereby confirm that the provisions of the Loan Agreement and the Royalty Agreement shall be read together with and subject to the provisions of this Agreement which shall amend, modify and supplement the terms and provisions of the Loan Agreement and the Royalty Agreement, as applicable, each of which shall remain in full force and affect as amended hereby. In the event of any conflict between the terms and provisions of the Loan Agreement or the Royalty Agreement, as applicable, and the terms and provisions of this Agreement, the terms and provisions of this Agreement, as applicable, shall prevail.

2.2 Continued Application of Documents

All documents executed and delivered pursuant to the terms of the Loan Agreement and the Royalty Agreement, as applicable, including, without limitation, the Security Documents, as amended, modified and supplemented by the terms of this Agreement and any collateral or additional documents executed and delivered pursuant to the

terms hereof, are hereby ratified and confirmed, and are and shall continue in full force and effect from and after the date hereof. Without restricting the generality of the foregoing, any and all of the obligations, rights and remedies which have arisen pursuant to or under the documents executed and delivered pursuant to the Loan Agreement and the Royalty Agreement, as applicable, are and shall, from and as of the date hereof, subject only to the effect of the amendments, modifications and supplements thereto effected by the terms of this Agreement and any collateral or additional documents executed and delivered pursuant to the terms hereof, continue in full force and effect without interruption, impairment or abatement, all in accordance with and subject to the provisions thereof, as may be amended, modified or supplemented hereby.

2.3 Continuance of Obligations

The parties hereby confirm and agree that (a) nothing contained within this Agreement shall constitute a new loan or loans or the effective repayment and re advance of any portion of the outstanding Loan Amount and Royalty Amount as of the date hereof, (b) the liability and obligation of the Borrower in respect of the outstanding Loan Amount as and from the date hereof shall be and be deemed to be continued under and governed by the terms of the Loan Agreement, as amended, modified and supplemented by the terms of this Agreement and all collateral or additional documents executed and delivered pursuant to the terms hereof and thereof, and (c) the liability and obligation of the Borrower in respect of the Royalty Amount as and from the date hereof shall be and be deemed to be continued under and governed by the terms of the Loan Agreement and the Royalty Agreement, each as amended, modified and supplemented by the terms of this Agreement.

ARTICLE 3 WAIVERS AND AMENDMENTS

3.1 Waiver of Servicing Fee

Notwithstanding the terms and conditions of the Loan Agreement, the Lender hereby waives the requirement for payment of the Servicing Fee under Section 4.8 of the Loan Agreement for the months of September 2020 and October 2020 provided that such waiver shall not be deemed to be a waiver by the Lender of any other rights or remedies of the Lender under the Loan Agreement.

3.2 Amendments

- (a) The parties agree to the following specific amendments and revisions to the Loan Agreement:
- (i) The definition of Discounted Royalty Amount is amended by deleting "Four Million Dollars (\$4,000,000)" and substituting therefor "Seven Million Dollars (\$7,000,000)";
 - (ii) The definition of Lender Sweep Proceeds is amended by inserting the following to the end thereof:

"Notwithstanding the forgoing, the Lender Sweep Proceeds for the period commencing September 1, 2020 to and including June 1, 2021 shall be as follows:

Payment Date	Lender Sweep Proceeds
9/1/20	US\$0
10/1/20	US\$0
11/2/20	US\$25,000
12/1/20	US\$125,000

1/4/21	US\$155,000
2/1/21	US\$155,000
3/1/21	US\$225,000
4/1/21	US\$225,000
5/3/21	US\$225,000
6/1/21	US\$225,000

- (iii) The definition of Royalty Amount is amended by deleting "Five Million Dollars (\$5,000,000)" and substituting therefor "Eight Million Dollars (\$8,000,000)".
- (b) Section 9.1 is amended by inserting the following:
- "(ee) **Use of GORR Proceeds.** Use the US\$1,200,000 proceeds of the gross overriding royalty sold to each of Wild West Capital LLC, Cristobal AG and Orbinvest Advisors LTD, aggregating 4% and in a form acceptable to the Lender, which gross overriding royalties are hereby consented to by the Lender, shall be used promptly following Borrower's receipt thereof and solely as follows:
- (i) \$450,000 for the payment of all amounts accrued and unpaid in respect of the Obligations as of December 23, 2020, and the remainder to be paid to Lender to be applied to Obligations accruing after such date;
 - (ii) payment of any amounts accrued and unpaid in respect of accounts payable by the Borrower as December 20, 2020 in respect of matters in the ordinary course of the business of the Borrower, provided that such payments shall not exceed \$200,000 notwithstanding the aggregate amount of any such accrued and unpaid amounts; and
 - (iii) the payment of Capital Expenditures as set out in Schedule 9.1(ee)(iii), that such payments shall on Capital Expenditures will equal \$550,000.
- (c) A new schedule entitled "Schedule 9.1(ee)(iii) – Use of GORR Proceeds – Capital Expenditures" is added to the Loan Agreement in the form attached hereto as Exhibit A.
- (d) The parties agree to the following specific amendment and revisions to the Royalty Agreement:
- (i) Section 5.2(a) (Termination after Invocation) is amended by deleting the words "equals \$5,000,000; or" therein and substituting therefor the words "equals \$8,000,000; and".

ARTICLE 4

CONDITIONS PRECEDENT

4.1 Conditions Precedent

This Agreement shall become effective on the date hereof upon the Borrower and the Lender each delivering a duly executed copy of this Agreement to the other.

4.2 Legal Fees

All reasonable legal fees and disbursements (on a full indemnity basis) of the Lender in connection with the completion of the transactions contemplated by this Agreement and includes the drafting, preparation and negotiation of the agreements and other documents, advising the Lender thereon and closing and reporting upon the completion of the transaction, shall be borne by the Borrower and shall be payable concurrently with the execution of this Agreement.

ARTICLE 5 GENERAL PROVISIONS

5.1 Affirmation of Representations, Warranties and Covenants

As of the date hereof:

- (a) the Borrower hereby restates and reaffirms the representations and warranties set forth in Article 7 of the Loan Agreement and the covenants set forth in Articles 8 and 9 of the Loan Agreement;
- (b) the Borrower hereby restates and reaffirms the covenants, representations and warranties set forth in the Royalty Agreement and each of the Security Documents; and
- (c) the Borrower hereby confirms that no Event of Default has occurred or is continuing.

5.2 Notices

Any notice, demand, request, consent, waiver, agreement or approval which may or is required to be given pursuant to this Agreement shall be made in accordance with Section 13.1 of the Loan Agreement.

5.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and the courts of the Province of Alberta shall have exclusive jurisdiction to determine any matter, dispute or cause arising hereunder.

5.4 Time of Essence

Time is of the essence of this Agreement and shall continue to be of the essence.

5.5 Headings and Interpretation

The insertion in this Agreement of headings is for convenience of reference only and shall not affect the construction, meaning, intent or interpretation of any provision.

5.6 Counterparts

This Agreement may be executed in counterpart and delivered by fax or other electronic means of delivery.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by its respective officer thereto duly authorized as of the date first above written.

ROBUS RESOURCES INC.



By: _____

Name: Ernie Methot
Title: President

I have the authority to bind the corporation

ROBUS SERVICES LLC

By: 

Name: David M. Kittay
Title: Executive Vice President

I have the authority to bind the corporation

EXHIBIT A**Schedule 9.1(ee)(iii)****Use of GORR Proceeds – Capital Expenditures**

The US\$550,000 of proceeds described in Section 9.1(ee)(iii) will be applied as follows:

Up to CAD\$150,000 for the workover of the Borrower's horizontal wells identified as 5-27-47-20 and 9-27-47-20, and the remainder of the US\$550,000 to be used to complete (perforate) the Viking B zones in at least 10 of the Borrower's existing wells. It being understood that if any of the US\$550,000 in proceeds remain after Borrower's workover of its two horizontal wells and completion of 10 Viking B zones, each as set forth in the previous sentence, the Borrower will use any such remaining proceeds for additional Viking B zone completions.