

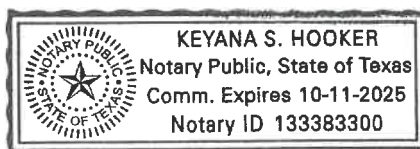


THIS IS EXHIBIT "E" REFERRED TO IN
THE AFFIDAVIT OF ROBERT
BRANTMAN.

SWORN BEFORE ME THIS 27 DAY OF
JANUARY, 2022.



A Notary Public in and for the State of Texas



ROBUS SERVICES LLC

June 28, 2021

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

Attention: Ernie Methot, President

-and-

Ernie Methot

RE: Obligations of Robus Resources Inc. (the "Borrower") to Robus Services LLC (the "Lender")

We are sending this letter in connection with the loan agreement dated as of February 21, 2020, as amended pursuant to a first loan amending agreement dated December 23, 2020 (as so amended, the "**Loan Agreement**") pursuant to which the Borrower executed a secured promissory note dated February 21, 2020 in favour of the Lender (the "**Promissory Note**").

Reference is also made to the:

1. Gross overriding royalty agreement between the Borrower and the Lender dated February 21, 2020;
2. Fixed and floating charge debenture granted by the Borrower to the Lender dated February 21, 2020;
3. Limited recourse guarantee granted by Ernie Methot in favour of the Lender dated February 21, 2020;
4. Securities pledge agreement granted by Ernie Methot in favour of the Lender dated February 21, 2020; and
5. Blocked account agreement between ATB Financial, the Lender and the Borrower dated March 11, 2020;

(collectively, the "**Security**" and together with the Loan Agreement and the Promissory Note, the "**Loan and Security Documents**").

The Borrower is in default of the Loan and Security Documents, including but not limited to by reason of failing to pay amounts owing pursuant to the Loan and Security Documents when due. For clarity, the foregoing is not an exhaustive list of all defaults committed by the Borrower and the Lender does not waive any defaults and reserves the right to exercise all remedies available to it under the Loan and Security Documents and otherwise at law.

As of June 28, 2021, pursuant to the Loan and Security Documents, the Borrower is indebted to the Lender in the amount of USD\$14,986,216.76 (the "**Indebtedness**"). Demand is hereby made upon the Borrower for repayment of the Indebtedness. Payment may be made by wire or electronic funds transfer to the Lender as follows:

Wells Fargo
420 Montgomery Street
San Francisco, CA 94104-1207
Swift Code: SFBIUS6S
For Credit to Ameris Bank
Acct #: 4978401370
For Further Credit to: Robus Services LLC; Acct#: 2049286707

The Indebtedness continues to accrue interest and costs, including legal fees on a solicitor and own client full indemnity basis. Please note that the Indebtedness will continue to accrue interest at the rates agreed and to accrue costs until payment of all amounts owing is received.

If full payment as set forth above is not received by close of business July 8, 2021, the Lender will take whatever steps it deems appropriate to seek repayment of such amounts.

Please note that the Lender reserves its rights to proceed against the Borrower: (a) prior to the time stipulated above in the event that it determines that its position is further jeopardized; and (b) any time, or from time to time, after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

Enclosed with this letter is a Notice of Intention to Enforce Security, in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the 10-day notice period thereunder and consent to earlier enforcement of the Lender's security by the Lender, please endorse the notice where indicated and return it to the writer.

If you have any questions, please contact the undersigned.

ROBUS SERVICES LLC



Robert J. Brantman
President

cc: Stephanie Campbell, Dentons Canada LLP

Lawson Lundell LLP
Suite 1100, 225 – 6 Avenue SW
Brookfield Place
Calgary, AB T2P 1N2

Attention: Dan Mowat-Rose
Fax: (403) 269-9494
Email: dmowatrose@lawsonlundell.com

FORM 86

Notice of Intention to Enforce a Security
(Rule 124)

To: **ROBUS RESOURCES INC.** (the "**Borrower**")
And to: **ERNIE METHOT** ("**Methot**")
(collectively, the "**Insolvent Parties**")

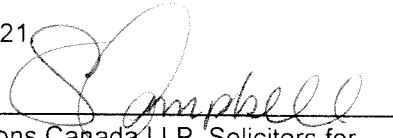
Take notice that:

1. **ROBUS SERVICES LLC** (the "**Secured Party**"), a secured creditor of the Borrower, intends to enforce its security on the Insolvent Parties property described below:
 - (a) All present and after-acquired personal and real property of the insolvent person;
 - (b) All proceeds of the foregoing collateral;
2. The security that is to be enforced is in the form of:
 - (a) a Fixed and floating charge debenture granted by the Borrower to the Secured Party dated February 21, 2020;
 - (b) Limited recourse guarantee granted by Ernie Methot in favour of the Secured Party dated February 21, 2020; and
 - (c) Securities pledge agreement granted by Ernie Methot in favour of the Secured Party dated February 21, 2020;
 - (d) Blocked account agreement between ATB Financial, the Secured Party and the Borrower dated February 21, 2020; and
 - (e) Loan agreement dated as of February 21, 2020, as amended to date, between the Borrower and the Secured Party.

(collectively, the "**Security**").

1. The total amount of indebtedness secured by the Security is, as of June 28, 2021, USD\$14,986,216,76, plus all further accruing interest and all costs, including legal costs on a solicitor and its own client, full indemnity basis.
2. The Secured Party will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Dallas, Texas USA, this 28th day of June, 2021.

Per: 
Dentons Canada LLP, Solicitors for

ROBUS SERVICES LLC

Per Stephanie Campbell

CONSENT AND WAIVER

WE THE UNDERSIGNED hereby:

1. Acknowledge receipt of the Notice herein;
2. Waive the 10 days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and
3. Consent to the immediate enforcement by the Secured Party of the Security referred to herein.

DATED this _____ day of _____, 2021.

ROBUS RESOURCES INC.

Per: _____
 Authorized Signatory
 Name:
 Title:
 I have authority to bind the corporation.

Signature of Ernie Methot

Witnessed by:

)
)
)
)

Ernie Methot

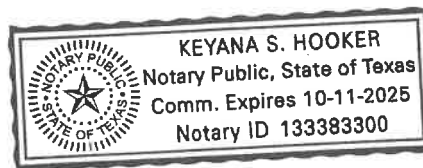


THIS IS EXHIBIT "F" REFERRED TO IN
THE AFFIDAVIT OF ROBERT
BRANTMAN.

SWORN BEFORE ME THIS 27 DAY OF
JANUARY, 2022.



A Notary Public in and for the State of Texas



ROBUS RESOURCES INC.

as Chargor

and

ROBUS SERVICES LLC

as Secured Creditor

FIXED AND FLOATING CHARGE DEBENTURE

February 21, 2020

FIXED AND FLOATING CHARGE DEBENTURE

Fixed and floating charge debenture dated as of February 21, 2020 made by Robus Resources Inc., as Chargor, to and in favour of Robus Services LLC as Secured Creditor.

RECITALS:

- (a) The Secured Creditor has agreed to advance certain loans to the Chargor on the terms and conditions contained in the Loan Agreement; and
- (b) It is a condition precedent to the extension of credit to the Chargor under the Loan Agreement that the Chargor execute and deliver this Debenture in favour of the Secured Creditor as security for the payment and performance of the Chargor's obligations under the Loan Documents to which it is a party.

In consideration of the foregoing, the sum of \$10.00 now paid by the Secured Creditor to the Chargor and for other valuable consideration, including the mutual agreements contained herein (the receipt and adequacy of which consideration is hereby acknowledged by the Chargor), the Chargor agrees as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

As used in this Debenture, the following terms have the following meanings:

"Charge" has the meaning specified in Section 3.1.

"Charged Property" has the meaning specified in Section 3.1.

"Chargor" means Robus Resources Inc. and its successors and permitted assigns.

"Debenture" means this fixed and floating charge debenture and all schedules attached to it, as it may be amended, modified, extended, renewed, restated, replaced or supplemented from time to time.

"Expenses" means all reasonable expenses, costs and charges incurred by or on behalf of the Secured Creditor in connection with this Debenture, the Charge or the Charged Property, including all legal fees, court costs, receiver's or agent's remuneration and other expenses of taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment for the Charged Property, and of taking, defending or participating in any action or proceeding in connection with any of the foregoing matters or otherwise in connection with the Secured Creditor's interest in any Charged Property in accordance with the Loan Agreement.

"Fixtures" means all fixtures (including trade fixtures), facilities and equipment, howsoever affixed or attached to real property or buildings or other structures on real property, now owned or hereafter acquired by the Chargor.

"Lands" has the meaning specified in Section 3.1(a).

"Loan Agreement" means the loan agreement dated as of February 21, 2020 between the Chargor and the Secured Creditor, as the same may be amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time and includes any agreement extending the maturity of, refinancing or restructuring all or any portion of, the indebtedness under such agreement or any successor agreements, whether or not with the same Secured Creditor.

"Loan Documents" means the Loan Agreement, this Debenture and each other Loan Document (as such term is defined in the Loan Agreement).

"Obligations" means, collectively, (a) all debts, obligations, liabilities and indebtedness (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due, arising or owing by or otherwise payable by the Chargor to the Secured Creditor under or in connection with the Loan Agreement and the other Loan Documents in any currency, however or wherever incurred and whether incurred by the Chargor alone or jointly with another or others and whether as borrower, principal, guarantor or surety and in whatever name or style and whether in its own personal capacity or in its capacity as a partner or managing partner of any partnership in which it is a partner or managing partner, as applicable; (b) all other monetary obligations, including fees, costs, expenses and indemnities (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), whether primary, secondary, direct, contingent, fixed or otherwise, of the Chargor under this Debenture, the Loan Agreement and the other Loan Documents, and whether incurred by the Chargor alone or jointly with another or others and whether as borrower, principal, guarantor or surety and in whatever name or style and whether in its own personal capacity or in its capacity as a partner or managing partner of any partnership in which it is a partner or managing partner, as applicable; and (c) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Chargor under or pursuant to this Debenture, the Loan Agreement and the other Loan Documents.

"PPSA" means the *Personal Property Security Act* (Alberta).

"Receiver" has the meaning specified in Section 4.2(a).

"Secured Creditor" means Robus Services LLC.

"Secured Obligations" means, collectively, the Obligations and the Expenses.

Section 1.2 Interpretation.

- (1) Capitalized terms used in this Debenture but not defined have the meanings given to them in the Loan Agreement.
- (2) Any reference in this Debenture, the Loan Agreement or any other Loan Document to Liens permitted hereunder or thereunder and any right of the Chargor to create or suffer to exist Liens permitted hereunder or thereunder are not intended to and do not and will not subordinate the Charge to any such Lien or give priority to any Person over the Secured Creditor.

- (3) In this Debenture the words “**including**”, “**includes**” and “**include**” mean “**including (or includes or include) without limitation**”. The phrase “**the aggregate of**”, “**the total of**”, “**the sum of**”, or a phrase of similar meaning means “**the aggregate (or total or sum), without duplication, of**”. The expression “**Article**”, “**Section**” or other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Debenture.
- (4) Any reference in this Debenture to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (5) The division of this Debenture into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect its interpretation.
- (6) The schedules attached to this Debenture form an integral part of it for all purposes of it.
- (7) Except as otherwise provided in this Debenture, any reference to this Debenture, the Loan Agreement, any other Loan Document or any other agreement refers to this Debenture, the Loan Agreement, any other Loan Document or other agreement as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented, novated and includes all schedules attached to it. Any reference in this Debenture to a statute refers to such statute and all rules and regulations made under it as the same may have been or may from time to time be amended or re-enacted.

Section 1.3 Interest Act (Canada).

For purposes of the *Interest Act* (Canada), (i) whenever any interest or fee under this Debenture is calculated using a rate based on a year of 365 days, the rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate based on a year of 365 days, (y) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (z) divided by 365, (ii) the principle of deemed reinvestment of interest does not apply to any interest calculation under this Debenture, and (iii) the rates of interest stipulated in this Debenture are intended to be nominal rates and not effective rates or yields.

Section 1.4 Nominal Rates.

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Debenture. All interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, after as well as before maturity, default and judgment. The rates of interest specified in this Debenture are intended to be nominal rates and not effective rates. Interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

ARTICLE 2 ACKNOWLEDGEMENT OF INDEBTEDNESS

Section 2.1 Promise to Pay.

The Chargor, for value received, hereby promises to pay ON DEMAND to or to the order of the Secured Creditor, the principal sum of FIFTEEN MILLION DOLLARS (\$15,000,000) on presentation and surrender of this Debenture at the offices of the Secured Creditor located at 13808 Sprucewood Drive, Dallas, Texas 75240, or at such other place as the Secured Creditor may designate by notice in writing to the

Chargor, and to pay interest thereon from the date hereof at the rate per annum of ten percent (10%) in like money at the same place, monthly, on the last day of each month; and, if the Chargor should at any time make default in the payment of any principal or interest, to pay interest on the amount in default both before and after demand, default and judgment, with interest on overdue interest at the rate per annum of fifteen percent (15%) in lawful money of Canada at the same place on the same dates.

The Secured Creditor is the Person entitled to receive the principal of, and interest on, this Debenture and all other amounts payable hereunder.

ARTICLE 3 SECURITY

Section 3.1 Grant of Charge.

As collateral security for the due payment and performance of all Secured Obligations, and subject to the provisions of Section 3.5 hereof, the Chargor hereby:

- (a) grants, assigns as security, conveys, mortgages, pledges and charges, as and by way of a first fixed and specific mortgage, charge and pledge, to and in favour of the Secured Creditor, all of its present and future right, title, interest and estate in and to the real property set forth in Part 1 of Schedule "A hereto (the "**Lands**)", together with all of the Chargor's present and future interest in all Petroleum Collateral, rights, leases, licenses, easements, rights-of-way, profits-à-prendre, interests in real property, structures, underground facilities, wells, power, fuel and water supply, storage, waste disposal, roads and other transportation facilities and fixed plant, milling, processing, service and other related infrastructures, buildings, erections, improvements and Fixtures now or hereafter with respect to or constructed or placed on the Lands or used in connection with the Lands and all accretions, additions and accessions thereto, including, without limitation, those set forth in Part 2 of Schedule "A" hereto, and any and all proceeds of any of the foregoing;
- (b) grants, assigns as security, conveys, mortgages and charges, as and by way of a first floating charge, to and in favour of the Secured Creditor, all of the right, title, interest and estate in and to real property of the Chargor not subject to the fixed charge in Section 3.1(a), both present and future, of every nature and kind and wherever situate including, without limitation, the Chargor's interest in all rights, leases, licenses, easements, rights-of-way, profits-à-prendre, interests in real property, structures, underground facilities, wells, power, fuel and water supply, storage, waste disposal, roads and other transportation facilities and fixed plant, milling, processing, service and other related infrastructures, buildings, erections, improvements and Fixtures now or hereafter with respect to or constructed or placed on or used in connection with such real property and all accretions, additions and accessions thereto, which the Chargor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter, and any and all proceeds of any of the foregoing; and
- (c) grants, assigns, conveys, transfers, mortgages and charges as and by way of a fixed and specific mortgage and charge to and in favour of the Secured Creditor, and grants a continuing security interest to the Secured Creditor, in, all of the Chargor's present and after-acquired personal property including, without limitation, all present and after-

acquired right, title and interest in and to all goods, chattel paper, documents of title, instruments, intangibles, investment property and money (as such terms are defined in the PPSA), wherever located.

In this Debenture, the mortgages, charges and security interests hereby created and provided for are called the “**Charge**” and the subject matter of the Charge is called the “**Charged Property**”.

Until the Charge becomes enforceable, subject to the terms of the Loan Documents and any other documents, instruments and agreements entered into pursuant thereto or in connection therewith, the Chargor may dispose of or deal with the Charged Property in the ordinary course of its business and for the purpose of carrying on the same and in any other manner not expressly prohibited by the Loan Agreement, so that purchasers thereof or parties dealing with the Chargor take title thereto free and clear of the Charge, which shall in each case be automatically discharged. In the event of any such disposition as permitted hereby or by any other Loan Documents, or is consented to by the Secured Creditor as required under the Loan Agreement, the Secured Creditor will at the written request of the Chargor which will include a certificate of the Debtor stating that such Charged Property is being dealt with or disposed of in accordance with this paragraph and the Loan Documents, confirm the release of its Charge over the property which has been disposed, and, at the cost of the Debtor, take such further actions as may reasonably be requested by the Debtor including but not limited to delivery without unreasonable delay of a signed ‘no interest letter’ or equivalent document.

Section 3.2 Obligations.

The Charge granted by this Debenture collaterally secures the payment and performance of the Secured Obligations.

Section 3.3 Crystallization of Floating Charge.

Without limiting its rights hereunder to crystallize the Charge set forth in Section 3.1(b) above in any other manner, the Secured Creditor, upon the occurrence of and during the continuance of an Event of Default, may to the extent permitted by Applicable Law crystallize and fix the Charge set forth in Section 3.1(b) above in respect of all or a portion of the Charged Property by notice in writing to the Chargor without any requirement for further intervention by the Secured Creditor (whether by the taking of possession, the appointment of a Receiver or otherwise), but without in any way limiting the powers, rights and remedies of the Secured Creditor hereunder in respect of the Charged Property.

Section 3.4 Attachment.

The Chargor acknowledges that: (i) value has been given; (ii) it has rights in the Charged Property or the power to transfer rights in the Charged Property to the Secured Creditor (other than after-acquired Charged Property); (iii) it has not agreed to postpone the time of attachment of the Charge; and (iv) it has received a copy of this Debenture. The Charge is intended to, and shall, attach to the existing Charged Property when the Chargor signs this Debenture, and to any other after-acquired Charged Property subsequently acquired by the Chargor immediately upon the Chargor acquiring any rights in such after-acquired Charged Property.

Section 3.5 Scope of Charge.

The Charge does not extend or apply to the last day of the term of any lease or sublease of real property or any agreement therefor now held or hereafter acquired by the Chargor, but the Chargor shall thereafter

stand possessed of such last day in trust for the Secured Creditor to assign the same to any Person acquiring such term in the course of enforcement of the Charge.

Section 3.6 Chargor Remains Liable.

Notwithstanding the provisions of this Debenture: (i) the Chargor shall remain liable to perform all of its duties and obligations in regard to the Charged Property (including, without limitation, all of its duties and obligations arising under any leases, licenses, permits, reservations, contracts, agreements, instruments, contractual rights and governmental orders, authorizations, licenses and permits now or hereafter pertaining thereto) to the same extent as if this Debenture had not been executed; (ii) the exercise by or on behalf of the Secured Creditor of any of its rights and remedies under or in regard to this Debenture shall not release the Chargor from such duties and obligations in respect of the Charged Property subject to Applicable Law; and (iii) the Secured Creditor shall have no liability for such duties and obligations by reason of the execution and delivery of this Debenture.

Section 3.7 Protective Disbursements.

If the Chargor fails to perform any of its covenants in this Debenture or otherwise, then the Secured Creditor may, in its absolute discretion, perform any covenant capable of being performed by it and, if the covenant requires the payment or expenditure of money, the Secured Creditor may make the payment but is under no obligation to do so. All sums paid or expended by the Secured Creditor are immediately payable by the Chargor, bear interest at the rate set forth in this Debenture and are secured by this Debenture, having the benefit of the Charge in priority to the indebtedness evidenced by this Debenture. No such performance or payment will relieve the Chargor from any default under this Debenture or the consequences of such default.

Section 3.8 Continuing Security.

This Debenture shall be a continuing obligation, shall cover and secure any ultimate balance of the Secured Obligations owing to the Secured Creditor, and shall be operative and binding notwithstanding that at any time or times the Secured Obligations may be zero, or that any payments from time to time may be made to the Secured Creditor, or any settlements of account effected, or any other thing whatsoever done, suffered or permitted, or any other action short of complete and irrevocable payment of all the Secured Obligations and any other amounts payable hereunder.

ARTICLE 4 ENFORCEMENT

Section 4.1 Enforcement.

The Charge becomes and is enforceable against the Chargor upon the occurrence and during the continuance of an Event of Default.

Section 4.2 Remedies.

Whenever the Charge is enforceable, the Secured Creditor may, at any time, in its sole discretion, realize upon the Charged Property and the Secured Creditor shall have the following rights and remedies:

- (a) the Secured Creditor may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the “**Receiver**”) of the Charged Property and may

remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Property or any part thereof;

- (b) the Secured Creditor may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of all or any part of the Charged Property;
- (c) the Secured Creditor may enter into and take possession of the Charged Property and require the Chargor to make the Charged Property available to the Secured Creditor;
- (d) the Secured Creditor may carry on or concur in the carrying on of all or any part of the business of the Chargor relating to the Charged Property;
- (e) the Secured Creditor may enforce any rights of the Chargor in respect of the Charged Property by any manner permitted by Applicable Law;
- (f) the Secured Creditor may sell, lease or otherwise dispose of all or any part of the Charged Property, either as a whole or in separate parcels, by public auction, public tender, private tender or private sale at such time or times as the Secured Creditor may determine, with or without notice to the Chargor, either for cash or upon credit or any other arrangement providing for deferred payment, upon such terms and conditions as the Secured Creditor may determine and without notice to the Chargor unless required by Applicable Law, with or without advertisement, and with or without a reserve bid as the Secured Creditor, in its sole discretion, may see fit, and the Secured Creditor may also rescind or vary any contract of sale that may have been entered into and resell with or under any of the powers conferred hereunder and adjourn any such sale from time to time, and may execute and deliver to the purchaser or purchasers of the Charged Property or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any officer of the Secured Creditor being hereby constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deeds or conveyances, upon the Charge becoming enforceable, and any such sale made as aforesaid shall be a perpetual bar both in Applicable Law and in equity against the Chargor and all other Persons claiming all or any part of the Charged Property by, from, through or under the Chargor;
- (g) the Secured Creditor may institute proceedings in any court of competent jurisdiction for sale (including, without limitation, sale by way of a deferred payment arrangement) or foreclosure or lease of all or any part of the Charged Property;
- (h) the Secured Creditor may file proofs of claim and other documents to establish its claims in any proceeding relative to the Chargor;
- (i) the Secured Creditor may accept the Charged Property in satisfaction or partial satisfaction of the Charge upon notice to the Chargor of its intention to do so in the manner required by Applicable Law;
- (j) the collection of any proceeds arising in respect of the Charged Property; and
- (k) the Secured Creditor may exercise any other right or remedy permitted by Law, statute or equity, including, without limitation, all rights and remedies of a secured party under the

PPSA and any other personal property security legislation in any other jurisdictions where the Charged Property may be located.

Section 4.3 Additional Rights.

In addition to the remedies set forth in Section 4.2 and elsewhere in this Debenture, whenever the Charge is enforceable, the Secured Creditor may:

- (a) require the Chargor, at the Chargor's expense, to assemble the Charged Property at a reasonable place or places designated by notice in writing and the Chargor agrees to so assemble the Charged Property promptly upon receipt of such notice;
- (b) require the Chargor, by notice in writing, to disclose to the Secured Creditor the location or locations of the Charged Property and the Chargor agrees to promptly make such disclosure when so required;
- (c) repair, process, modify, complete or otherwise deal with the Charged Property and prepare for the disposition of the Charged Property, whether on the premises of the Chargor or otherwise;
- (d) redeem any prior Lien against any Charged Property, procure the transfer of such Lien to itself, or settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (any accounts to be conclusive and binding on the Chargor);
- (e) pay any liability secured by any Lien against any Charged Property or discharge any Lien that may exist or be threatened against the Charged Property (the Chargor will promptly upon receipt of written notice reimburse the Secured Creditor for all such payments);
- (f) to facilitate the realization of the Charged Property, enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Property and use all or any of the equipment and other personal property of the Chargor for such time as the Secured Creditor requires to facilitate such realization, free of charge (as between the Chargor and the Secured Creditor), and the Secured Creditor shall not be liable to the Chargor for any act, omission or neglect in so doing or in respect of any rent, charges, depreciation or damages incurred in connection with such actions, unless such act, omission or neglect is caused by gross negligence or wilful default of the Secured Creditor or those for whom it is in law responsible;
- (g) borrow for the purpose of carrying on the business of the Chargor or for the maintenance, preservation or protection of the Charged Property and grant a security interest in the Charged Property, whether or not in priority to the Charge, to secure repayment;
- (h) commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Charged Property, and give good and valid receipts and discharges in respect of the Charged Property and compromise or give time for the payment or performance of all or any part of the accounts or any other obligation of any third party to the Chargor; and
- (i) at any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Charged Property offered for sale and upon compliance with

the terms of such sale, hold, retain and dispose of such Charged Property without any further accountability to the Chargor or any other Person with respect to such holding, retention or disposition, except as required by law. In any such sale to the Secured Creditor, the Secured Creditor may, for the purpose of making payment for all or any part of the Charged Property so purchased, use any claim for Secured Obligations then due and payable to it as a credit against the purchase price.

Section 4.4 Exercise of Remedies.

The remedies under Section 4.2 and Section 4.3 may be exercised from time to time separately or in combination and are in addition to, and not in substitution for, any other rights of the Secured Creditor however arising or created. The Secured Creditor is not bound to exercise any right or remedy, and the exercise of rights and remedies is without prejudice to the rights of the Secured Creditor in respect of the Secured Obligations including the right to claim for any deficiency.

Section 4.5 Appointment of Attorney.

Upon (and only upon) the Charge becoming enforceable, the Chargor irrevocably appoints the Secured Creditor (and each of its officers) as attorney of the Chargor (with full power of substitution) to do, make and execute in the name of and on behalf of the Chargor all such further acts, documents, matters and things which the Secured Creditor may reasonably deem necessary or advisable to accomplish the purposes of this Debenture for the recovery of all fees, tariffs and other sums of money that may become or are now due or owing to the Chargor in respect of the Charged Property and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Property or on any Person in respect of it, and this appointment shall take effect if the Charge has become enforceable, subject to all Applicable Laws. The Secured Creditor or its nominees and transferees are empowered to exercise all rights and powers and to perform all acts of ownership with respect to the Charged Property and to deal with the Charged Property, to the same extent as the Chargor might do. All acts of any such attorney are hereby ratified and approved, and the attorney shall not be liable for any act, failure to act or any other matter or thing in connection therewith, except for its own gross negligence or wilful misconduct.

Section 4.6 Dealing with the Charged Property.

- (1) Neither the Secured Creditor, any Receiver nor any agent of any of them (including any civil enforcement agent) shall be: (i) liable or accountable for any failure to collect, realize or obtain payment in respect of the Charged Property; (ii) bound to institute proceedings for the purpose of collecting, enforcing, realizing or obtaining payment of the Charged Property or for the purpose of preserving any rights of any Persons; (iii) responsible for any loss occasioned by any sale or other dealing with the Charged Property or by the retention of or failure to sell or otherwise deal with the Charged Property; or (iv) bound to protect the Charged Property from depreciating in value or becoming worthless.
- (2) The Secured Creditor may grant extensions or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Chargor and with other Persons, sureties or securities as it may see fit without prejudice to the Secured Obligations, the liability of the Chargor under this Debenture, the Loan Agreement or the other Loan Documents or the rights of the Secured Creditor in respect of the Charged Property.

- (3) The Secured Creditor shall not be obliged to exhaust its recourse against the Chargor or any other Person or against any other security they may hold in respect of the Secured Obligations before realizing upon or otherwise dealing with the Charged Property in such manner as the Secured Creditor may consider desirable.

Section 4.7 Status of the Receiver.

- (1) Subject to all Applicable Laws, any Receiver appointed by the Secured Creditor is vested with the rights and remedies which could have been exercised by the Secured Creditor in respect of the Chargor or the Charged Property and such other powers and discretions as are granted in the instrument of appointment and any supplemental instruments including, without limitation, any or all of the powers of the Secured Creditor or of the officer of the Secured Creditor referred to above. The identity of the Receiver, its replacement and its remuneration are within the sole and unfettered discretion of the Secured Creditor.
- (2) The Receiver shall, for all purposes relating to the Receiver's acts or defaults and remuneration, be deemed to be the agent of the Chargor and not of the Secured Creditor, and the Chargor shall be solely responsible for the Receiver's acts or defaults and remuneration. The Receiver may sell, lease, or otherwise dispose of Charged Property as agent for the Chargor or as agent for the Secured Creditor as the Secured Creditor may determine in its discretion. The Chargor agrees to ratify and confirm all actions of the Receiver acting as agent for the Chargor, and to release and indemnify the Receiver in respect of all such actions.
- (3) All amounts from time to time received by the Secured Creditor or the Receiver may (but need not) be applied in the following order: (i) in discharge of all operating expenses and other outgoings affecting the Charged Property; (ii) in keeping in good standing all Liens on the Charged Property having priority over the Charge; (iii) in payment of the remuneration and disbursements of the Receiver (if any); (iv) in payment to the Secured Creditor of the amounts payable hereunder; (v) to such reserves against potential claims that the Secured Creditor or the Receiver in good faith believes should be maintained, until such potential claims are settled, and the balance, if any, shall be paid as determined by the Secured Creditor in its sole discretion.
- (4) The Secured Creditor, in appointing or refraining from appointing any Receiver, does not incur liability to the Receiver, the Chargor or otherwise and is not responsible for any misconduct or negligence of such Receiver.

Section 4.8 Powers of Privately Appointed Receiver.

Any Receiver appointed by instrument in writing shall, to the extent permitted by Law, have power to:

- (a) take possession of, collect and get in all or any part of the Charged Property and, for that purpose, to take proceedings in the name of the Chargor or otherwise, and to make any arrangement or compromise;
- (b) from time to time and without any previous notice or demand and free of charge, enter upon or into and occupy and use all or any part of the premises, buildings, plant and undertaking of or occupied or used by the Chargor without being or being deemed to be a mortgagee in possession;
- (c) carry on or concur in carrying on all or any part of the business of the Chargor;

- (d) borrow or raise money on all or any part of the Charged Property in priority to this Debenture or otherwise for such purposes as may be approved by the Secured Creditor; and
- (e) sell or lease or concur in selling or leasing all or any part of the Charged Property without notice and in such manner as may seem advisable to the Receiver (including, without limitation, sale by way of deferred payment arrangement), and to effect such sale by conveying in the name and on behalf of the Chargor or otherwise.

Section 4.9 Standards of Sale.

Without prejudice to the ability of the Secured Creditor to dispose of the Charged Property in any manner which is commercially reasonable and without limitation to the other provisions of this Debenture, the Chargor acknowledges that, in connection with any enforcement of the Charge provided for herein:

- (a) the Charged Property may be disposed of in whole or in part;
- (b) the Charged Property may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
- (c) any assignee of such Charged Property may be the Secured Creditor or a customer of the Secured Creditor;
- (d) any sale conducted by the Secured Creditor will be at such time and place, on such notice, in accordance with such procedures and on such terms and conditions as the Secured Creditor, in its sole discretion, may deem advantageous;
- (e) the Charged Property may be disposed of in any manner and on any terms necessary to avoid violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that the prospective bidders and purchasers have certain qualifications, and restrict the prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of the Charged Property) or in order to obtain any required approval of the disposition (or of the resulting purchase) by any governmental or regulatory authority or official;
- (f) a disposition of the Charged Property may be on such terms and conditions as to credit or otherwise as the Secured Creditor, in its sole discretion, may deem advantageous; and
- (g) the Secured Creditor may establish an upset or reserve bid or price in respect of the Charged Property.

Section 4.10 Dealings by Third Parties.

- (a) No Person dealing with the Secured Creditor or an agent or a Receiver is required to determine: (i) whether the Charge has become enforceable; (ii) whether the powers which such Person is purporting to exercise have become exercisable; (iii) whether any money remains due to the Secured Creditor by the Chargor; (iv) the necessity or expediency of the stipulations and conditions subject to which any sale or lease shall be made; (v) the propriety or regularity of any sale or any other dealing by the Secured

Creditor with the Charged Property; or (vi) how any money paid to the Secured Creditor has been applied.

- (b) Any *bona fide* purchaser of all or any part of the Charged Property from the Secured Creditor or any Receiver or agent will hold the Charged Property absolutely, free from any claim or right of whatever kind, including any equity of redemption, of the Chargor, which it specifically waives (to the fullest extent permitted by Law) as against any such purchaser and all rights of redemption, stay or appraisal which the Chargor has or may have under any rule of law now existing or hereafter adopted.

Section 4.11 No Right of Set-Off.

The principal, interest and other Secured Obligations secured by this Debenture shall be paid when due by the Chargor without regard to any equities existing between the Chargor and any other party including, without limitation, the Secured Creditor and without regard to any right of set-off or cross-claim or of any other claim or demand of the Chargor against the Secured Creditor.

ARTICLE 5 COVENANTS OF THE CHARGOR

Section 5.1 Covenants.

The Chargor covenants and agrees, acknowledging and confirming that the = Secured Creditor is relying on such covenants and agreements, that:

- (a) **Restriction on Disposition.** The Chargor will not sell, assign, convey, exchange, lease, release or abandon, or otherwise dispose of, any Charged Property, except as permitted in the Loan Agreement or under any other Loan Document;
- (b) **Negative Pledge.** The Chargor will not create or suffer to exist any Lien the Charged Property, except as permitted by the Loan Agreement;
- (c) **Perfection and Protection of Charge.** The Chargor will perform all acts, execute and deliver all agreements, documents and instruments and take such other steps as are reasonably requested by the Secured Creditor at any time to register, file, signify, publish, perfect, maintain, protect, and enforce the Charge including: (i) executing, recording and filing of financing or other statements, and paying all applicable taxes, fees and other charges payable, (ii) delivering acknowledgements, confirmations and subordinations that may be necessary to ensure that the Security Documents constitute a valid and perfected first ranking Lien (subject only to Permitted Liens), and (ii) delivering opinions of counsel in respect of matters contemplated by this paragraph. The documents and opinions contemplated by this paragraph must be in form and substance satisfactory to the Secured Creditor;
- (d) **Defend Charged Property.** The Chargor will defend the Charged Property from all adverse claims where the failure to do so would reasonably be expected to have, singly or in the aggregate, a Material Adverse Effect; and
- (e) **Quiet Possession.** Upon the occurrence and during the continuance of an Event of Default, the Secured Creditor shall be entitled to quiet possession of the Charged

Property free from all Liens except for the Permitted Liens; subject to bankruptcy and insolvency laws and other similar laws of general application affecting the enforcement of creditors; to the discretion of the courts in granting equitable remedies, and to general principles of law and equity.

Section 5.2 Supplemental Debentures.

At any time and from time to time, at the request of the Secured Creditor, the Chargor shall execute supplemental debentures hereto for any purpose, including without limitation, to more particularly describe the Charged Property or to correct or amplify the description of the Charged Property, to better assure, convey and confirm unto the Secured Creditor any Charged Property or to update any Schedule herein. Upon the execution of any supplemental debenture under this Section 5.2 or any other modification agreed to by the Secured Creditor, this Debenture shall be modified in accordance therewith, and each supplemental debenture or modification shall form a part of this Debenture for all purposes and the Chargor shall be bound thereby.

Section 5.3 Expropriation

Should any interest in or any part of the Charged Property be taken by the exercise of the right of eminent domain or taken, purchased or expropriated by any Governmental Authority or taken by a power reserved in any grant, the Secured Creditor may release the Charged Property so taken or purchased and shall be fully protected in so doing upon being furnished with an opinion of its counsel to the effect that such Charged Property has been taken by exercise of the right of eminent domain or purchased or expropriated by any Governmental Authority or a power reserved in any grant. The proceeds of all Charged Property so taken, purchased or expropriated shall be paid over to the Secured Creditor and be applied as set forth in Section 6.14.

ARTICLE 6 GENERAL

Section 6.1 Credit Agreement Governs.

Notwithstanding anything to the contrary contained herein, this Debenture is issued subject always to the covenants, conditions, limitations and other provisions contained in the Loan Agreement. In the event of any conflict, discrepancy, difference or ambiguity in or between any of the provisions of this Debenture and any of the provisions of the Loan Agreement including, without limitation, in the amount payable thereunder, the principal sum for which this Debenture is expressed to be security or the interest payable thereunder and the interest rate on such principal sum, the provisions of the Loan Agreement shall prevail. For the avoidance of doubt, neither the Secured Creditor nor any subsequent holder of this Debenture may, at any time, claim any greater amount in respect of the principal amount of the Debenture than the aggregate amount of the Secured Obligations outstanding at that time. Payment to the Secured Creditor of interest for any period in respect of the Secured Obligations is deemed to be payment in satisfaction of the interest payment for the same period under this Debenture.

Section 6.2 Partial Release

No postponement or partial release or discharge of the Charge in respect of all or any part of the Charged Property for any reason whatsoever shall in any way operate or be construed so as to release and discharge the Charge in respect of the Charged Property except as therein specifically provided, or so as

to release or discharge the Chargor from its liability to the Secured Creditor to fully pay and satisfy the Secured Obligations.

Section 6.3 Notices.

Any notice, direction or other communication given regarding the matters contemplated by this Debenture must be in writing and given in accordance with the Loan Agreement.

Section 6.4 Discharge.

The Charge will be released, terminated and discharged upon, but only upon, full and indefeasible payment and performance of the Secured Obligations or otherwise in accordance with the Loan Agreement. Upon discharge of the Charge and at the request and expense of the Chargor, the Secured Creditor will execute and deliver to the Chargor such financing statements and other documents or instruments as the Chargor may reasonably require to evidence the release, termination and discharge of the Charge, and the Secured Creditor will reconvey, reassign and redeliver to the Chargor, or as the Chargor may otherwise direct the Secured Creditor, any Charged Property in its possession which shall not have been sold or otherwise applied pursuant to the terms hereof.

Section 6.5 No Merger.

This Debenture shall not operate by way of merger of any of the Secured Obligations and no judgment recovered by the Secured Creditor shall operate by way of merger of, or in any way affect, the Charge, which is in addition to, and not in substitution for, any other security held by the Secured Creditor in respect of the Secured Obligations. The representations, warranties and covenants of the Chargor in this Debenture survive the execution and delivery of this Debenture and any advances under the Loan Agreement. Notwithstanding any investigation made by or on behalf of the Secured Creditor, these covenants, representations and warranties continue in full force and effect.

Section 6.6 Further Assurances.

The Chargor will do all acts and things and execute and deliver, or cause to be executed and delivered, all agreements, documents and instruments that the Secured Creditor may require and take all further steps relating to the Charged Property or any other property or assets of the Chargor that the Secured Creditor may reasonably require for: (i) protecting the Charged Property; (ii) perfecting, preserving or protecting the Charge; and (iii) exercising all powers, authorities and discretions hereby conferred upon the Secured Creditor. After the Charge becomes enforceable, the Chargor will do all acts and things and execute and deliver all documents and instruments as the Secured Creditor may require for facilitating the sale or other disposition of the Charged Property in connection with its realization.

Section 6.7 Supplemental Security.

This Debenture is in addition and without prejudice to and supplemental to all other security now held or which may hereafter be held by the Secured Creditor.

Section 6.8 Successors and Assigns.

- (1) This Debenture creates a continuing Charge in the Charged Property and shall (i) be binding on the Chargor and its successors and assigns, and (ii) enure, together with the rights and remedies of the Secured Creditor hereunder, to the benefit of the Secured Creditor and each of its

successors, permitted transferees and permitted assigns. No other Person (including any other creditor of the Chargor) shall have any interest herein or any right or benefit with respect hereto.

- (2) Without limiting the generality of this Section 6.8, the Secured Creditor may assign all or otherwise transfer all or any part of, or may grant participation in all or any part of, its interest in this Debenture to any other Person, and such other Person shall then become vested with all the rights granted to the Secured Creditor in this Debenture or otherwise.
- (3) The Chargor may not assign, transfer or delegate any of its rights or obligations under this Debenture.
- (4) The Chargor agrees that its obligations hereunder and the Charge shall continue to be effective or be reinstated, as applicable, if at any time payment, or any part thereof, of all or any part of the Secured Obligations is rescinded or must otherwise be restored by the Secured Creditor upon the bankruptcy or reorganization of the Chargor or otherwise.

Section 6.9 Amalgamation.

The Chargor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations, it is the intention of the parties that the Charge (i) subject to Section 3.5, extends to: (A) all of the property of the type and description set forth in Section 3.1 that any of the amalgamating corporations then owns, (B) all of the property of the type and description set forth in Section 3.1 that the amalgamated corporation thereafter acquires, (C) all of the property of the type and description set forth in Section 3.1 in which any of the amalgamating corporations then has any interest and (D) all of the property of the type and description set forth in Section 3.1 in which the amalgamated corporation thereafter acquires any interest; and (ii) secures the payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by each of the amalgamating corporations and the amalgamated corporation to the Secured Creditor in any currency, however or wherever incurred, and whether incurred alone or jointly with another or others and whether as principal, guarantor or surety and whether incurred prior to, at the time of or subsequent to the amalgamation. The Charge attaches to the additional collateral at the time of amalgamation and to any collateral thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired. Upon any such amalgamation, the defined term "**Chargor**" includes, collectively, each of the amalgamating corporations and the amalgamated corporation, the defined term "**Charged Property**" means all of the property and undertaking and interests described in (i) above, and the defined term "**Obligations**" means the obligations described in (ii) above.

Section 6.10 Dollars or "\$".

A reference herein to "\$", "US \$" or the word "dollar" or "Dollars", without more, shall be a reference to lawful money of the United States.

Section 6.11 Severability.

If any court of competent jurisdiction from which no appeal exists or is taken, determines any provision of this Debenture to be illegal, invalid or unenforceable, that provision will be severed from this Debenture and the remaining provisions will remain in full force and effect.

Section 6.12 Amendment.

This Debenture may only be amended, supplemented or otherwise modified by written agreement executed by the Secured Creditor and the Chargor.

Section 6.13 Waivers, etc.

- (1) No consent or waiver by the Secured Creditor in respect of this Debenture is binding unless made in writing and signed by an authorized officer of the Secured Creditor. Any consent or waiver given under this Debenture is effective only in the specific instance and for the specific purpose for which it is given. No waiver of any of the provisions of this Debenture constitutes a waiver of any other provision.
- (2) A failure or delay on the part of the Secured Creditor in exercising a right under this Debenture does not operate as a waiver of, or impair, any right of the Secured Creditor however arising. A single or partial exercise of a right on the part of the Secured Creditor does not preclude any other or further exercise of that right or the exercise of any other right by the Secured Creditor.

Section 6.14 Application of Proceeds of Security.

All monies collected by the Secured Creditor upon the enforcement of the Secured Creditor's rights and remedies under the Loan Agreement and the other Loan Documents and the Liens created by them including any sale or other disposition of the Charged Property, together with all other monies received by the Secured Creditor under the Loan Agreement and the other Loan Documents, will be applied as provided in the Loan Agreement.

Section 6.15 Governing Law.

- (1) This Debenture shall be governed by and construed in accordance with the laws of Alberta and the laws of Canada applicable therein.
- (2) The Chargor irrevocably attorns and submits to the non-exclusive jurisdiction of any court of competent jurisdiction of the Province of Alberta sitting in Calgary, Alberta in any action or proceeding arising out of or relating to this Debenture. The Chargor irrevocably waives objection to the venue of any action or proceeding in such court or that such court provides an inconvenient forum. Nothing in this Section limits the right of the Secured Creditor to bring proceedings against the Chargor in the courts of any other jurisdiction.

Section 6.16 Time of the Essence.

Time shall be of the essence of this Debenture.

Section 6.17 Waiver of Financing Statement, Etc.

The Chargor hereby waives the right to receive from the Secured Creditor a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture.

Section 6.18 Costs and Expenses.

- (1) The Chargor shall pay all Expenses incurred by the Secured Creditor in making this Debenture, advancing funds and enforcing its rights hereunder including, without limitation, the fees and disbursements of counsel to the Secured Creditor.
- (2) The Chargor shall indemnify the Secured Creditor and its directors, officers, employees, agents, partners, shareholders and representatives (each such Person being called an “**Indemnatee**”) against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses (including reasonable fees, charges and disbursements of any counsel for any Indemnatee) incurred by any Indemnatee or asserted against any Indemnatee by any party hereto or any third party arising out of, in connection with, or as a result of any action, investigation, suit or proceeding (whether commenced or threatened) relating to or arising out of (i) the execution or delivery of this Debenture, the Loan Agreement or any other Loan Document, or any amendment, amendment and restatement, modification or waiver of the provisions hereof or thereof, or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any loan under the Loan Agreement or the use or proposed use of the proceeds therefrom, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Chargor, and regardless of whether any Indemnatee is a party thereto, except to the extent that any such losses, claims, damages, liabilities and related expenses incurred or asserted were caused by or resulted from the wilful misconduct or gross negligence of such Indemnatee or those for whom it is in law responsible.
- (3) All amounts due under this Section 6.18 shall be payable not later than 3 Business Days after demand therefor.

Section 6.19 Undertaking to Grant Fixed Charge.

If the Secured Creditor determines that there has been a Material Adverse Effect, or if an Event of Default has occurred and is continuing, and the Secured Creditor considers it necessary for its adequate protection, the Chargor, at the request of the Secured Creditor, will forthwith grant or cause to be granted to the Secured Creditor, a fixed Lien (subject only to Permitted Liens which under applicable Law rank in priority thereto) in such of the applicable Obligor's property as the Secured Creditor, in its sole discretion, determines as security for all then present and future Obligations. The Chargor will:

- (a) do, make, execute and deliver, or cause to be done, made, executed and delivered, all such further documents, financing statements, assignments, acts, matters and things which may be reasonably required by the Secured Creditor to give effect to any provision of the amended, new or replacement Security Documents;
- (b) provide the Secured Creditor with such information as is reasonably required by the Secured Creditor to identify the property to be charged;
- (c) do all such things as are reasonably required to grant the Liens to be granted pursuant to the amended, new or replacement Security Documents;

- (d) provide the Secured Creditor with all corporate, partnership or other organizational resolutions and other action required for the Chargor to grant the amended, new or replacement Security Documents;
- (e) provide the Secured Creditor with an opinion of the Chargor's counsel confirming the due authorization, execution and delivery by the applicable Obligor of all such agreements and instruments comprising the amended, new or replacement Security Documents in form and content satisfactory to the Secured Creditor, acting reasonably; and
- (f) assist the Secured Creditor in the registration or recording of such Security Documents in such public registry offices in Canada and any province thereof as the Secured Creditor, acting reasonably, deems necessary to protect the Liens created by such Security Documents.

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IN WITNESS WHEREOF each of the parties has executed and delivered this Debenture as of the date first above written.



ROBUS RESOURCES INC.

By:

Name: Ernie Methot
Title: President

ROBUS SERVICES LLC

By:

Name: Robert Brantman
Title: President

IN WITNESS WHEREOF each of the parties has executed and delivered this Debenture as of the date first above written.


ROBUS RESOURCES INC.

By:

Name: Ernie Methot
Title: President

ROBUS SERVICES LLC

By:



Name: Robert Brantman
Title: President

SCHEDULE "A"
LANDS AND PROPERTY INTERESTS

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

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

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
	10	1142	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- CSS
	11	1142	15	CRPNG	POL	E+CORP ROBUS RESOUR ROBUS SP	1 1.5 97.5	NONCONGOR --- CSS
	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
	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
	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
	3	42836	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- CSS
	4	42836	15	CRPNG	WI	E+CORP ROBUS SP	1 99	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	1.06621121 .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
		4 PL 691	HBP	FHPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	LR
		5 PL 691	HBP	FHPNG	POL	E+CORP QUATTRO EXPL ROBUS RESOUR ROBUS SP	1.00988883 0 1.48332472 97.50678645	LR
		6 PL 691	HBP	FHPNG	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	LR
		7 PL 691	HBP	FHPNG	POL	E+CORP QUATTRO EXPL ROBUS RESOUR ROBUS SP	1.00988883 0 1.48332472 97.50678645	LR
		8 PL 691	HBP	FHPNG	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	LR
		9 PL 691	HBP	FHPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 2.349976 96.650024	NONCONGOR - - - LR
		10 PL 691	HBP	FHPNG	WI	E+CORP PARAMOUNT RE ROBUS SP	1 3.1333 95.8667	NONCONGOR - - - LR
M018315		1 PL 666	HBP	FHPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 2.349976 96.650024	LR
		2 PL 666	HBP	FHPNG	UNITWI	E+CORP LABORDE ELIZ OBSIDIAN PSH OWEN INVESTO ROBUS RESOUR ROBUS SP TRIPLE C ENE	1.06621121 .0901724 8.6952637 .0901722 16.74654843 71.99578866 1.3158434	LR
		3 PL 666	HBP	FHPNG	WI	E+CORP PARAMOUNT RE ROBUS SP	1 3.1333 95.8667	LR
		4 PL 666	HBP	FHPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	LR
		5 PL 666	HBP	FHPNG	POL	E+CORP QUATTRO EXPL ROBUS RESOUR ROBUS SP	1.00988883 0 1.48332472 97.50678645	LR

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

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
	3	PL 652	HBP	FHPNG	POL	E+CORP QUATTRO EXPL ROBUS RESOUR ROBUS SP	1.00988883 0 1.48332472 97.50678645	LR
	4	PL 652	HBP	FHPNG	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	LR
	5	PL 652	HBP	FHPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 2.349976 96.650024	NONCONGOR - - - LR
M018320	1	PL 562	HBP	FHPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 2.349976 96.650024	LR
	2	PL 562	HBP	FHPNG	UNITWI	E+CORP LABORDE ELIZ OBSIDIAN PSH OWEN INVESTO ROBUS RESOUR ROBUS SP TRIPLE C ENE	1.06621121 .0901724 8.6952637 .0901722 16.74654843 71.99578866 1.3158434	LR
	3	PL 562	HBP	FHPNG	POL	E+CORP QUATTRO EXPL ROBUS RESOUR ROBUS SP	1.0039324 0 1.47447552 97.52159208	LR
	4	PL 562	HBP	FHPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 2.349976 96.650024	NONCONGOR - - - LR
M018321	1	PL 613	HBP	FHPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 2.349976 96.650024	LR
	2	PL 613	HBP	FHPNG	UNITWI	E+CORP LABORDE ELIZ OBSIDIAN PSH OWEN INVESTO ROBUS RESOUR ROBUS SP TRIPLE C ENE	1.06621121 .0901724 8.6952637 .0901722 16.74654843 71.99578866 1.3158434	LR
	3	PL 613	HBP	FHPNG	WI	E+CORP PARAMOUNT RE ROBUS SP	1 3.1333 95.8667	LR
	4	PL 613	HBP	FHPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	LR
	5	PL 613	HBP	FHPNG	POL	E+CORP QUATTRO EXPL ROBUS RESOUR ROBUS SP	1.0039324 0 1.47447552 97.52159208	LR
	6	PL 613	HBP	FHPNG	POL	E+CORP QUATTRO EXPL ROBUS RESOUR ROBUS SP	1.0039324 0 1.47447552 97.52159208	LR
	7	PL 613	HBP	FHPNG	WI	E+CORP ROBUS RESOUR ROBUS SP	1 2.349976 96.650024	NONCONGOR - - - LR
	8	PL 613	HBP	FHPNG	WI	E+CORP PARAMOUNT RE ROBUS SP	1 3.1333 95.8667	NONCONGOR - - - LR

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 --- CSS
M018329	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 --- CSS
	4	42837	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
M018330	1	42841	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
	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 --- CSS
	4	42841	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
M018333	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
	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
	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
M018356	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
	3	24929A	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR - - - CSS
M018377	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

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			HBP	FHSUBLEASE	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	FHSUBLEASE	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR --- LR
			HBP	FHSUBLEASE	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR --- LR
	5	162	HBP	FHSUBLEASE	WI	E+CORP ROBUS SP	1 99	LR --- NONCONGOR
			HBP	FHSUBLEASE	WI	E+CORP ROBUS SP	1 99	LR --- NONCONGOR
	6	162	HBP	FHSUBLEASE	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR --- LR
			HBP	FHSUBLEASE	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR --- LR
	7	162	HBP	FHSUBLEASE	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- LR
			HBP	FHSUBLEASE	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- LR
	8	162	HBP	FHSUBLEASE	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	NONCONGOR --- LR
			HBP	FHSUBLEASE	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	NONCONGOR --- LR
	9	162	HBP	FHSUBLEASE	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- NONCONGOR --- LR
			HBP	FHSUBLEASE	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- NONCONGOR --- LR
	10	162	HBP	FHSUBLEASE	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR --- NONCONGOR --- LR
			HBP	FHSUBLEASE	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR --- NONCONGOR --- LR
	11	162	HBP	FHSUBLEASE	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR --- LR
			HBP	FHSUBLEASE	WI	E+CORP PARAMOUNT RE ROBUS SP	1 50 49	NONCONGOR --- LR

File Number	Split Number(s)	Lease Number	Extension Method	Document Type	DOI Type	DOI Partners	DOI Interests	Royalties
	12	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
	13	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
M018381	1	13839A	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
	2	13839A	15	CRPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	CSS
	3	13839A	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- CSS
	4	13839A	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
	5	13839A	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
M018432	1	ENERMARK	HBP	FEEINSIDE	WI	E+CORP ROBUS SP	1 99	NONCONGOR
	2	ENERMARK		FEEINSIDE	WI	E+CORP ROBUS SP	1 99	
	3	ENERMARK		FEEINSIDE	WI	E+CORP ROBUS SP	1 99	NONCONGOR
M018444	1	0498060174	15	CRPNG	WI	E+CORP ROBUS SP	1 99	CSS
M018486	1	AB56-305	HBP	FHNATURAL GAS	WI	E+CORP ROBUS SP	1 99	LR --- NONCONGOR
	2	AB56-305	HBP	FHNATURAL GAS	POL	E+CORP QUATTRO EXPL ROBUS RESOUR ROBUS SP	1.0039324 0 1.47447552 97.52159208	LR --- NONCONGOR
M018487	1	SCHULTZ W+N	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- LR --- NONCONGOR
M018488	1	AB56-309	HBP	FHNATURAL GAS	WI	E+CORP ROBUS SP	1 99	LR --- NONCONGOR
	2	AB56-309	HBP	FHNATURAL GAS	POL	E+CORP QUATTRO EXPL ROBUS RESOUR ROBUS SP	1.00988883 0 1.48332472 97.50678645	LR --- NONCONGOR
	3	AB56-309	HBP	FHNATURAL GAS	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	LR --- NONCONGOR

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
			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
	2	107343	15	CRPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	NONCONGOR --- CSS
	3	107343	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- NONCONGOR --- CSS
M021261	1	113116A	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- CSS
	2	113116A	15	CRPNG	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	NONCONGOR --- CSS
	3	113116A	15	CRPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- NONCONGOR --- CSS
M021262	1	FITZEL AMBROS	HBP	FHNATURAL GAS	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- LR --- NONCONGOR
			HBP	FHNATURAL GAS	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- LR --- NONCONGOR
			HBP	FHNATURAL GAS	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- LR --- NONCONGOR
	2	FITZEL AMBROS	HBP	FHNATURAL GAS	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	NONCONGOR --- NONCONGOR --- LR
			HBP	FHNATURAL GAS	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	NONCONGOR --- NONCONGOR --- LR
			HBP	FHNATURAL GAS	UNITWI	E+CORP PARAMOUNT RE RALLY CANRE ROBUS RESOUR ROBUS SP	1 21.0461 2.9737 7.2594 67.7208	NONCONGOR --- NONCONGOR --- LR
	3	FITZEL AMBROS	HBP	FHNATURAL GAS	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- NONCONGOR --- NONCONGOR --- LR
			HBP	FHNATURAL GAS	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- NONCONGOR --- 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
			HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
		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
M022953		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
M022954		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
		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
M023232		1 STANLEY BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
		2 STANLEY BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
		3 STANLEY BAILEY	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 PINE CLIFF ROBUS SP	1 25 74	LR
	2	STUART JOHN	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
	3	STUART JOHN	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
	4	STUART JOHN	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
	5	STUART JOHN	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
	6	STUART JOHN	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
M023234	1	STANLEY BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
	2	STANLEY BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
	3	STANLEY BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
	4	STANLEY BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
	5	STANLEY BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
M023235	1	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
	2	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
	3	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
M023236	1	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
	2	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
	3	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
	4	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
	5	BRENDA BAILEY	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
M023237	1	JOHN STUART	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
	2	JOHN STUART	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
	3	JOHN STUART	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
M023238		1 JOHN STUART	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
		2 JOHN STUART	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
		3 JOHN STUART	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
M023239		1 JOHN STUART	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
		2 JOHN STUART	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
		3 JOHN STUART	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 40 59	LR
		4 JOHN STUART	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
		5 JOHN STUART	HBP	FHPNG	WI	E+CORP PINE CLIFF ROBUS SP	1 25 74	LR
M023301		1 NICKEL MYRNA	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
		2 NICKEL MYRNA	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M023316		1 OLSON CECILIA MARIE	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
		2 OLSON CECILIA MARIE	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
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M023327		1 HANSEN/MATT SON	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
		2 HANSEN/MATT SON	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

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 --- LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- GOR --- LR
M023352		1 EARL NESWOLD	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- GOR --- LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- GOR --- LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- GOR --- LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- GOR --- LR
M023353		1 NESWOLD CHARLES	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- GOR --- LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- GOR --- LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- GOR --- LR
			HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR --- GOR --- LR
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 ENCANA CORPO ROBUS SP	1 50 49	CSS
	2	0403080537	15	CRPNG	WI	E+CORP ENCANA CORPO ROBUS SP	1 50 49	CSS
	3	0403080537	15	CRPNG	BRP	E+CORP ROBUS SP	1 99	CSS
	7	0403080537	15	CRPNG	BRP	E+CORP ROBUS SP	1 99	CSS
M026229	1	PARAMOUNT OPERATING	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	LR
M026230	1	PARAMOUNT OPERATING	HBP	FHPNG	WI	E+CORP ROBUS SP	1 99	NONCONGOR - - - LR
M026231	1	0402040293	15	CRPNG	WI	E+CORP ROBUS SP SEQUOIA RESO	1 99 0	CSS
	2	0402040293	15	CRPNG	WI	E+CORP ROBUS SP SEQUOIA RESO	1 99 0	CSS
	3	0402040293	15	CRPNG	WI	E+CORP ROBUS SP SEQUOIA RESO	1 99 0	CSS

PART II – PROPERTY INTERESTS

All of the present and after-acquired right, title, interest and estate of the Chargor in and to:

- (1) all petroleum, natural gas, oil and related hydrocarbons or minerals in place or in storage within, upon or under any lands now or hereafter held by the Chargor or in which it has an interest (or any lands now or hereafter pooled, unitized, grouped or otherwise combined for production or other purposes with said lands);
- (2) all rights, licenses, agreements, leases, permits, servitudes, privileges, easements, rights of way, rights of entry, rights of ingress and egress, and other surface rights, governmental or administrative authorizations, licenses, permits and consents and other rights now owned or hereafter acquired by the Chargor under which the Chargor derives, holds or maintains the right to enter upon, occupy and use any lands now or hereafter held by the Chargor or in which it has an interest (or any lands now or hereafter pooled, unitized, grouped or otherwise combined for production or other purposes with said lands), including, without limitation, the right to drill for produce, store, gather, treat, process, ship, or transport hydrocarbons and associated waste products now or hereafter produced or allocated to any such lands;
- (3) all leases, licenses, permits, reservations, agreements, authorizations and other instruments under which the Chargor derives, holds or maintains rights in and to any lands now or hereafter held by the Chargor or in which it has an interest (or any lands now or hereafter pooled, unitized, grouped or otherwise combined for production or other purposes with said lands), including, without limitation, agreements respecting the right to drill for, produce, store, gather, treat, process, ship, or transport hydrocarbons and associated waste products now or hereafter produced or allocated to any such lands, and all rights, benefits, privileges and advantages of the Chargor thereunder or derived therefrom;
- (4) all the estate or interest of the Chargor in and to any of the said hydrocarbons or minerals, rights, licenses, permits and lands including, without limitation, all interests and rights known as a working interest, royalty interest, overriding royalty interest, gross overriding royalty interest, production payments, profits interest, net profits interest, revenue interest, net revenue interest and other interests in and to all such lands (including all stratigraphic formations from surface to basement) and leases and fractional or undivided interests in any of the foregoing; and
- (5) all buildings, structures, improvements, expansions, erections, works, and Fixtures now or hereafter brought, built, erected, constructed, placed or otherwise situate on any lands now or hereafter held by the Chargor or in which it has an interest (or any lands now or hereafter pooled, unitized, grouped or otherwise combined for production or other purposes with said lands).

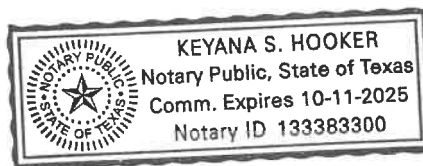
Robert J. Brant

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

SWORN BEFORE ME THIS 27 DAY OF
JANUARY, 2022.

Keyana S. Hooker

A Notary Public in and for the State of Texas



ENTERED



COURT FILE NO. 2101- 12402

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ERNEST METHOT AND ROBUS RESOURCES INC.

DEFENDANT KOOR ENERGY LTD., BENJAMIN KOORBATOFF AND ROBUS SERVICES LLC

DOCUMENT **STATEMENT OF CLAIM**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Gowling WLG (Canada) LLP
1600, 421 – 7 Avenue SW
Calgary, AB T2P 4K9
Telephone: (403) 298-1938
Facsimile: (403) 263-9193
Email: tom.cumming@gowlingwlg.com/
clifton.prophet@gowlingwlg.com
File No. A167020

Attention: Tom Cumming / Clifton P. Prophet

NOTICE TO DEFENDANTS

You are being sued. You are a defendant.

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

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

Parties

1. Robus Resources Inc. (“**Robus**”) is a company incorporated under the laws of the Province of Alberta with headquarters in Calgary, Alberta. Robus is a privately held junior oil and gas company which was founded, and since 2016 has operated oil and gas assets in the western

Canadian sedimentary basin.

2. Ernest Methot (“**Methot**”) is the President and Chief Executive Officer of Robus. He is also the sole director and shareholder of Robus.
3. Robus Services LLC (“**RS LLC**”) is a special purpose limited liability company organized under the laws of the state of Wyoming.
4. Koor Energy Ltd. (“**KEL**”) is a company incorporated under the laws of the Province of Alberta with headquarters in Red Deer, Alberta.
5. Benjamin Koorbatoff (“**Koorbatoff**”) is the President and Chief Executive Officer of KEL. Koorbatoff is the directing mind of KEL.

Loan Documents and Security

6. Robus owns interests oil and gas wells, facilities, pipelines and associated assets (collectively, the “**PNG Assets**”) east of Edmonton, Alberta, the southern portion of which includes 69 wells in the Joarcam field (the “**Southern Block**”), and the northern portion of which includes 73 wells in the Joe Lake field (the “**Northern Block**”), for a total of 142 wells. Robus has a 99% working interest, and Enerplus Corp. (“**Enerplus**”) has a 1% working interest, in 140 of these wells (together with the associated PNG Assets, the “**140 Wells**”), which working interest Robus acquired from Enerplus. Additionally, Robus has a 100% working interest in 2 wells which are located in the Southern Block (together with the associated PNG Assets, the “**2 Wells**”). The 2 Wells were drilled and are operated by Robus.
7. The permits, licenses, approvals and authorizations (the “**AER Licences**”) issued by the Alberta Energy Regulator (“**AER**”) for the 140 Wells are currently held by Enerplus, while the AER Licences for the 2 Wells are held by Robus. Pursuant to a Second Amending and Transfer Agreement dated November 17, 2017, Robus and Enerplus agreed that it was the parties’ intention that Enerplus’ 1% working interest in the 140 Wells would be transferred to Robus once the AER had approved the application to transfer the applicable AER Licences to Robus. The transfer of AER Licences has not been completed to date.

8. On February 21, 2020, Robus, as borrower, and RS LLC, as lender, entered into a loan agreement (the “**Loan Agreement**”). The Loan Agreement provided for a fixed, non-revolving loan in favour of Robus, advanced by way of a single advance in the amount of USD \$5 million. The principal amount repayable under the Loan Agreement is stated to be USD \$7 million, but the USD \$2 million in excess of the USD \$5 million was additional compensation payable to RS LLC and was never intended to be or actually advanced. In addition to the USD \$2 million compensation, Robus was required to grant to RS LLC for no additional consideration a gross overriding royalty against the PNG Assets (the “**GOR Agreement**”).
9. The indebtedness and obligations of Robus under the Loan Agreement were secured by a fixed and floating charge debenture, promissory note and blocked account agreement granted by Robus, and a limited recourse guarantee and securities pledge agreement granted by Ernest Methot (together, the “**Security Documents**”).
10. Under the GOR Agreement, RS LLC granted to Robus a right of first refusal (a “**ROFR**”) on substantially similar terms to those found in clauses 2401(b) and 2402 of the 1990 CAPL Operating Procedure as modified for an overriding royalty, under which RS LLC was not permitted to dispose of its interest in the GOR Agreement without first giving a notice to Robus of the proposed disposition, the identity of the proposed assignee, the price or other consideration for which RS LLC was prepared to make the disposition of the interest in the GOR Agreement, the proposed closing date, any other information about the terms of the disposition it reasonably believes material to Robus, and the opportunity for Robus to respond to the disposition notice within the specified number of days to acquire the interest in the GOR Agreement through a serving a notice of acceptance, which would create a binding agreement to acquire that interest on the terms and conditions described in the disposition notice. Under the GOR Agreement, the specified number of days was 20, rather than the 30 in the 1990 CAPL Operating Procedure.
11. In addition to granting the ROFR to Robus, the GOR Agreement provided that if RS LLC proposed to assign its rights under the GOR Agreement to a third party, it also had to assign its rights under the Loan Agreement and Security Documents.

12. On February 21, 2020, RS LLC advanced USD \$5 million to Robus pursuant to the Loan Agreement.

Valuation of Robus

13. On May 1, 2019, Chapman Petroleum Engineering Ltd. provided a reserve and economic evaluation of the PNG Assets (the “**Chapman Report**”). The Chapman Report identified that, at that time, the Robus had proved plus probable reserves of net 793,000 barrels of light and medium oil and projected future net revenues of CAD \$18,973,000.00.
14. On April 9, 2021, Robus received a report (the “**Force Report**”) from Force Reservoir Management (“**Force**”), an independent third party consultant, that evaluated the proved and probable reserves associated with the Southern Block and identified an increase in the proved plus probable reserves to more than 1.3 million barrels of oil, an increase of almost 500,000 barrels over the amount identified in the Chapman Report.
15. On September 20, 2021, McDaniel & Associates Consultants Ltd. provided an interim evaluation of Robus’ crude oil, natural gas and natural gas products reserves (the “**Interim Evaluation**”) in connection with the preparation of a final reserve report. The Interim Evaluation established the minimum value of the PNG Assets is CAD \$19,332,700.
16. Based on the Interim Evaluation, Force prepared a report dated September 11, 2021 stating that the PNG Assets in the Southern Block are prime for secondary recovery through recompletions and through a waterflooding program, which would increase the value of the reserves in respect of those PNG Assets to approximately CAD \$60 million, based on a price of \$43.95 per barrel, as a conservative estimate.
17. Force is in the process of preparing a report for the PNG Assets in the Northern Block on the effect of a waterflooding program on the value of the reserves associated with those assets. It is anticipated that this report will show that the value of those reserves, together with the value of the reserves associated with the Northern Block, will as a result of the recommended steps significantly exceed CAD \$60 million.

Improper Enforcement of Security

18. On June 2, 2021, Koorbatoff approached Robus advising of KEL's intention to acquire Ernie Methot's shares in Robus. On June 25, 2021, a letter of intent (the "**LOI**") was delivered by KEL to Robus setting out the relevant terms proposed by KEL to acquire all of the shares of Robus and assume the loan and royalty obligations owed by Robus to RS LLC. RS LLC directed Robus to execute the LOI but Robus did not do so.
19. On June 28, 2021, RS LLC made demand for repayment of USD \$14,986,216.76, plus all further accruing interests and costs, including legal costs, on a full indemnity basis (the "**Claimed Indebtedness**") and issued a Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act*, RSC, 1985, c B-3 (the "**Demand and 244 Notice**").
20. On August 18, 2021, RS LLC assigned to KEL all of its interest in and to the Loan Agreement, the GOR Agreement and the other Security Documents. RS LLC delivered a Notice of Assignment to Robus, informing Robus that RS LLC's had assigned all of its interest in and to the Loan Agreement, the Security Documents and the GOR Agreement to KEL (the "**Alleged Assignment**").
21. On August 23, 2021, Koorbatoff advised Methot that he had taken ownership of Methot's shares in Robus.
22. On August 25, 2021, counsel for KEL and Koorbatoff served a 2021 Annual Return for Robus, a Notice of Change of Directors and a Notice of Change of Registered Office:
 - a. removing Methot as director and sole shareholder of Robus;
 - b. appointing KEL as sole shareholder of Robus; and
 - c. appointing Koorbatoff as director of Robus.

(the "**August 25 Letter**").
23. At no time prior to the Alleged Assignment did RS LLC comply with the ROFR in GOR

Agreement by providing Robus with a notice of disposition and by providing Robus with the opportunity to purchase RS LLC's interest in the GOR Agreement, which failure is a breach by RS LLC of its obligations under the GOR Agreement.

24. RS LLC did not give any notice to the Plaintiffs that RS LLC proposed to either sell Robus' shares or retain Robus' shares pursuant to sections 60 and 62 of the Alberta *Personal Property Security Act*, RSA 2000, c P-7 (the "**PPSA**"). KEL and Koorbatoff also did not provide any notices prior to the transfer of the shares pursuant to section 62 of the *PPSA*.
25. As a result of the Defendants' actions, Mr. Methot was deprived of his right under section 62 of the *PPSA* to require that the shares be disposed by way of sale rather than be retained in satisfaction of the indebtedness.

The Oppression Claim

26. In the capacity of a shareholder and as director or former director of Robus, Methot had a reasonable expectation as to how Robus would conduct itself with respect to the management of the corporation. Those reasonable expectations include, but are not limited to: (i) that Robus will be managed in accordance with generally accepted corporate governance practices, and (ii) that Robus will be managed in accordance with its statutory obligations under the *ABCA*.
27. The actions of each of KEL and Koorbatoff in respect of the conduct of the business and affairs of the corporation are oppressive, unfairly prejudicial, and unfairly disregard the interests of Methot as shareholder and as a director or former director of Robus, contrary to section 242(2) of the Alberta *Business Corporations Act*, RSA 2000, c B-9 (the "**ABCA**"). In particular:
 - a. The Alleged Assignment was improper and invalid and resulted in Methot being improperly removed as director and sole shareholder of Robus. The improper Alleged Assignment and subsequent removal of Methot as director and sole shareholder was oppressive, unfairly prejudiced Methot and unfairly disregarded his interests; and
 - b. The business affairs of Robus have been and are being carried out in a way that unfairly disregards Methot's interest.

28. As a result of these oppressive acts and statutory breaches, KEL and Koorbatoff have each

caused serious harm and prejudice to Robus as well as to the rights and interests of Methot as a shareholder and as a director or former director.

Koorbatoff and KEL are not Proper Custodians of Robus

29. Koorbatoff has demonstrated that he will not operate the business in good faith or in a manner consistent with general business practices and the reasonable expectations of Robus' stakeholders.
30. In August of 2011, Koorbatoff was convicted of three counts of fraud against a Calgary oil company to which he was the Chief Executive Officer and Chairman of the Board of Directors. Koorbatoff engaged in a significant fraud of \$490,000 that occurred in three separate instances over the period of 18 months. He was sentenced to two years in a federal prison.
31. Koorbatoff was also the subject of a civil law suit brought by the company's shareholders that was settled.
32. Additionally, Koorbatoff has acted in bad faith, repeatedly communicating with and seeking information from third parties, including RS LLC and Enerplus, in order to improperly take control of Robus, and retaining the former employee of Enerplus responsible for the operation of the 140 Wells after Robus' acquisition of the 99% working interest therein.
33. Koorbatoff advised Methot that he had engaged in discussions with Enerplus and RS LLC for several months prior to June 2, 2021. Koorbatoff also advised that he had obtained copies of, among other things, the Loan Agreement, Security Documents and GOR Agreement.
34. On August 26, 2021, Koorbatoff also began sending harassing and threatening text messages to Methot.
35. Since the Alleged Assignment, KEL and Koorbatoff have attempted to direct certain revenues from the 2 Wells to KEL, removing them from the estate of Robus.
36. Neither Koorbatoff nor KEL, which is controlled by Koorbatoff, are proper custodians of Robus.

RS LLC's Breaches of Contract, Duty of Confidentiality and Duty of Good Faith

37. RS LLC was in possession of confidential information about Robus as a result of its contractual relationship with Robus under the Loan Agreement and the GOR Agreement.
38. RS LLC had a contractual obligation to keep the terms of the Loan Agreement confidential. Section 13.6(f) of the Loan Agreement provides that RS LLC will maintain confidentiality and shall not disclose the terms of the Loan Agreement or any non-public information about Robus, its business or its operations without prior written consent of Robus. RS LLC did not obtain prior written consent to disclose the terms of the Loan Agreement or information about Robus, its business or its operations.
39. RS LLC also had a contractual obligation to keep the terms of the GOR Agreement confidential. Section 7.11 of the GOR Agreement provides that RS LLC will maintain confidentiality and shall not disclose the terms of the GOR Agreement or any non-public information about Robus, its business or its operations without prior written consent of the other party. RS LLC did not obtain prior written consent to disclose the terms of the GOR Agreement or information about Robus, its business or its operations.
40. RS LLC, as lender, also owed a general duty of confidentiality to Robus.
41. RS LLC conveyed confidential information about Robus to KEL and/or Koorbatoff, including but not limited to:
- a. copies of the Loan Agreement, certain Security Documents and the GOR Agreement;
 - b. that Robus was in default under the Loan Agreement and financially vulnerable; and
 - c. information about the status of Robus' dealings with Enerplus, including copies of all paperwork between Robus and Enerplus in RS LLC's possession, the fact of the amounts claimed owing to Robus by Enerplus, and details of the dispute between these parties concerning the operation of the PNG Assets
- (collectively, the "**Confidential Information**").

42. All of the Confidential Information provided by RS LLC was non-public information or information that was not generally available to or discoverable by the public.
43. KEL and/or Koorbatoff repeatedly misused the Confidential Information it obtained from RS LLC. KEL and/or Koorbatoff used the Confidential Information to coerce Robus into entering into an LOI with KEL in June 2021. Methot refused to execute the LOI. Having failed to obtain an executed LOI, KEL and/or Koorbatoff purported to seize ownership and control of Robus pursuant to the Alleged Assignment and the enforcement steps under the Security Documents taken in contravention of the *PPSA*.
44. RS LLC appears to retain the economic interest in Robus represented by the Loan Agreement, GOR Agreement and Security, and has registered a financing statement against KEL in respect of a security interest under the *PPSA*.

Appointment of a Sales Agent

45. The Plaintiffs seek an Order appointing a Licensed Insolvency Trustee as a monitor and sales agent (the “**Sales Agent**”) that is empowered to:
- a. preserve the business of Robus;
 - b. market and sell Robus’ shares and/or assets, including advertising and soliciting offers in respect of the shares and/or assets or any part or parts thereof and negotiating such terms and conditions of sale as the Sales Agent in its discretion may deem appropriate;
 - c. monitor Robus’ business and dealings with the shares and/or assets; and
 - d. be provided with reports on the business of Robus from time to time in order to permit the Sales Agent to monitor Robus and to market and sell the shares and/or assets of Robus.
46. The Plaintiffs further seek an Order that the Defendants and all other parties (including the Plaintiffs) shall cooperate fully with the Sales Agent in the exercise of its powers and shall provide the Sales Agent with the assistance and information that is necessary to enable the

Sales Agent to adequately carry out the Sales Agent's functions.

47. The powers of the Sales Agent are akin to the sale powers commonly associated with a Receiver, and the protective and monitoring powers commonly associated with a Monitor, Proposal Trustee or Interim Receiver.
48. Sections 64 and 65 of the *PPSA* provide for the Court to make any order necessary to ensure compliance with the notice requirements under that Part of the *PPSA*, including the appointment of a receiver.
49. Section 242 of the *ABCA* also provides for the appointment of a receiver as a remedy for oppression.
50. Section 13(2) of the *Judicature Act*, RSA 2000, c J-2 provides for the appointment of a receiver by interlocutory order where the appointment is "just and convenient".
51. Appointment of a Sales Agent is just and convenient.
52. Koorbatoff and KEL are not proper custodians of Robus. Koorbatoff has demonstrated a history of fraudulent or improper behaviour in the course of carrying out his duties as officer and director of a corporation.
53. A Sales Agent will provide the necessary oversight and stability required to market and sell the shares and/or assets of Robus.

Criminal Interest Rate

54. Section 347(1) of the *Criminal Code of Canada*, RSC, 1985, c C-46 (the "***Criminal Code***") makes it an offence for a party to enter into an agreement or arrangement to receive interest at a criminal rate, or to receive payment (or partial payment) of interest at a criminal rate. Interest under section 347 of the *Criminal Code* includes any and all payments required in

consideration of the granting of the loan of a principal amount. A “criminal rate” means an effective annual rate of interest that exceeds 60% of the credit advanced.

55. Section 4.4 of the Loan Agreement provides for a maximum interest rate that must comply with section 347 of the *Criminal Code*:

4.4 Maximum Interest.

(a) It is the intent of the parties that the rate of interest and the other charges to the Borrower under this Agreement shall be lawful; therefore, if for any reason the interest or other charges payable under this Agreement are found by a court of competent jurisdiction, in a final determination, to exceed the limit which the Lender may lawfully charge the Borrower, then the obligation to pay interest and other charges shall automatically be reduced with retroactive effect to such limit and, if any amount in excess of such limit shall have been paid, then such amount shall be refunded to the Borrower.

56. Upon the expiry of the 15 day period provided for under section 62(3) of the PPSA, the secured party is deemed to have irrevocably elected to take the collateral, being the shares, in satisfaction of the obligations secured by it.

57. As of the date of KEL’s purported retention of the shares in Robus, the Claimed Indebtedness included interest at a criminal rate, which by virtue of the retention and deemed satisfaction was received by KEL contrary to section 347 of the *Criminal Code* and the Loan Agreement.

Other Grounds

58. The Plaintiffs specifically plead and rely on:

- a. *Business Corporations Act*, RSA 2000, c B-9, section 242(2);
- b. *Criminal Code of Canada*, RSC, 1985, c. C-46, section 347;
- c. *Judicature Act*, RSA 2000, c J-2, section 13; and
- d. *Personal Property Security Act*, RSA 2000, c P-7, sections 60, and 62-66.

Service outside Alberta

59. A real and substantial connection exists between Alberta and the facts on which the within

Action is based as:

- a. the claim relates to a Loan Agreement, Security Documents and GOR Agreement, each made in Alberta;
- b. the claim is governed by the laws of Alberta;
- c. the claim relates to torts, including breach of contract, breach of confidentiality, and breach of good faith, each committed in Alberta; and
- d. the Defendant, RS LLC, although outside Alberta, is a necessary or property party to the within action brought against KEL and Koorbatoff, who will be served in Alberta, as RS LLC is a party to the Loan Agreement, Security Documents and GOR Agreement, appears to have the continuing economic interest under these agreements, and is liable for breaches of these agreements.

60. The Plaintiffs' propose that this action be heard in the Court of Queen's Bench, Judicial District of Calgary, Alberta and advise that the trial of matter will take less than 25 days.

Remedy sought:

61. The Plaintiffs seek a final Order:

- a. declaring that the Alleged Assignment was improper and invalid;
- b. declaring that RS LLC's *de facto* enforcement of its security over Robus' shares was contrary to sections 60 and 62 of the *PPSA*;
- c. declaring that KEL and/or Koorbatoff's enforcement of its security over Robus' shares was done contrary to section 62 of the *PPSA*;
- d. if the court determines that the August 25 Letter constitutes notice for the purposes of section 62 of the *PPSA*, declaring that Robus is relieved from the 15 day requirement to convert to sale under section 62;

- e. declaring that the Defendants acted in bad faith and in a manner that is not consistent with general business practices and the reasonable expectations of Robus' stakeholders;
- f. declaring that, as a result of KEL and/or Koorbatoff's exercise of their powers and their intervention in the affairs of the corporation, the business affairs of Robus have been and are being carried out or conducted in a manner that is oppressive or unfairly prejudicial to, or that unfairly disregard the interests of Methot, contrary to section 242 of the *ABCA*;
- g. appointing a Licensed Insolvency Trustee as a monitor and sales agent (the "**Sales Agent**") pursuant to section 65 of the *PPSA*, section 242 of the *ABCA*, or section 13(2) of the *Judicature Act*, and that is empowered to:
 - i. preserve the business of Robus;
 - ii. market and sell the Robus' shares and/or assets, including advertising and soliciting offers in respect of the shares and/or assets or any part or parts thereof and negotiating such terms and conditions of sale as the Sales Agent in its discretion may deem appropriate;
 - iii. monitor Robus' business and dealings with the shares and/or assets; and
 - iv. be provided with reports on the business of Robus from time to time in order to permit the Sales Agent to monitor Robus and to market and sell the shares and/or assets of Robus;
- h. that the Defendants and all other parties shall cooperate fully with the Sales Agent in the exercise of its powers and shall provide the Sales Agent with the assistance and information that is necessary to enable the Sales Agent to adequately carry out the Sales Agent's functions;
- i. reinstating Methot as director and sole shareholder of Robus;
- j. declaring that RS LLC breached its contractual duties and its duty of confidentiality to Robus and awarding damages against RS LLC in an amount to be determined at trial,

- representing the difference between any amount that could reasonably be owing under the Loan Agreement and the value of the PNG Assets;
- k. declaring that the Claimed Indebtedness includes amounts and items which constitute interest for the purposes of section 347 of the *Criminal Code* such that the effective interest rate charged and received by RS LLC and/or KEL constitutes a criminal interest rate contrary to section 347 of the *Criminal Code*; and
 - l. declaring that RS LLC and/or KEL is only entitled to interest that does not exceed the criminal interest rate and that the amount of the Claimed Indebtedness that is enforceable should be reduced accordingly and in the manner contemplated in the Loan Agreement;
62. An accounting of the receipts and disbursements of Robus or KEL and/or Mr. Koorbatoff from the PNG Assets from August 18, 2021 to the date of judgment of the within Action;
63. Damages in an amount to be determined at trial, representing harm done to the value of Robus and Mr. Methot during the period of August 18, 2021 to the date of judgement of the within Action;
64. In the alternative, awarding general damages to the Plaintiffs in an amount to be determined at trial, representing the difference between any amount that could reasonably be owing under the Loan Agreement and the value of the PNG Assets;
65. Costs of this action on a solicitor-client basis; and
66. Such further and other relief as this Honourable Court may deem just.

NOTICE TO THE DEFENDANTS

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta
 1 month if you are served outside Alberta but in Canada
 2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND by

serving your statement of defence or a demand for notice on the plaintiff's address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff against you.

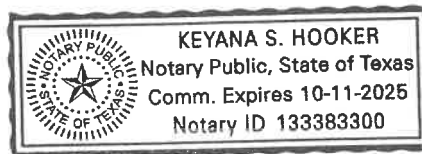


THIS IS EXHIBIT "H" REFERRED TO IN
THE AFFIDAVIT OF ROBERT
BRANTMAN.

SWORN BEFORE ME THIS 27 DAY OF
JANUARY, 2022.



A Notary Public in and for the State of Texas



Search ID #: Z14625231

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Business Debtor Search For:

ROBUS RESOURCES INC.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 20012731669

Registration Date: 2020-Jan-27

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Jan-27 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 ROBUS RESOURCES INC.
300 48TH AVENUE, #700
CAMROSE, AB T4V 4W2

Current

Secured Party / Parties

Block

Status

1 MIDSTREAM EQUIPMENT CORP.
BOX 5799
HIGH RIVER, AB T1V 1P3
Email: trevor.elgar@midstreamequipment.com

Current

Collateral: General

Block

Description

Status

1 Unit #1219 - Natural Gas Compressor, Wankesha 7044GSI engine

Current

2 Ariel JGD4 Compressor

Current

Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 20021327493

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Feb-13

Registration Status: Current

Expiry Date: 2025-Feb-13 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

21090326934	Amendment	2021-Sep-03
22011319415	Amendment	2022-Jan-13

Debtor(s)**Block****Status**

1 ROBUS RESOURCES INC.
SUITE 2000, 717 - 7TH AVE SW
CALGARY, AB T2P 0Z3

Current

Secured Party / Parties**Block****Status**

1 ROBUS SERVICES LLC
13808 SPRUCEWOOD DRIVE
DALLAS, TX 75240
Email: rbrantman@summerlineasset.com

Deleted by
21090326934**Block****Status**

2 KOOR ENERGY LTD.
96 OAKWOOD CLOSE
RED DEER, AB T4P 0C5
Email: ben@koorenergy.com

Deleted by
22011319415**Block****Status**

3 ROBUS SERVICES LLC
13808 SPRUCEWOOD DRIVE
DALLAS, TX 75240
Email: rbrantman@summerlineasset.com

Current by
22011319415

Search ID #: Z14625231

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	Current

Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 20021327572

Registration Date: 2020-Feb-13

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Amendments to Registration

21090327062

Amendment

2021-Sep-03

22011319442

Amendment

2022-Jan-13

Debtor(s)**Block****Status**

Current

1 ROBUS RESOURCES INC.
SUITE 2000, 717 - 7TH AVE SW
CALGARY, AB T2P 0Z3

Secured Party / Parties**Block****Status**

Deleted by
21090327062

1 ROBUS SERVICES LLC
13808 SPRUCEWOOD DRIVE
DALLAS, TX 75240
Email: RBRANTMAN@SUMMERLINEASSET.COM

Block**Status**

Deleted by
22011319442

2 KOOR ENERGY LTD.
96 OAKWOOD CLOSE
RED DEER, AB T4P 0C5
Email: ben@koorenergy.com

Block**Status**

Current by
22011319442

3 ROBUS SERVICES LLC
13808 SPRUCEWOOD DRIVE
DALLAS, TX 75240
Email: rbrantman@summerlineasset.com

Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 21010829896

Registration Date: 2021-Jan-08

Registration Type: SALE OF GOODS OR FACTORS ACT

Registration Status: Current

Expiry Date: 2026-Jan-08 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

21032528799

Amendment

2021-Mar-25

21040638929

Amendment

2021-Apr-06

Debtor(s)**Block****Status**

Current

1 ROBUS RESOURCES INC.
5502 - 28A AVENUE CLOSE
CAMROSE, AB T4V3A4

Secured Party / Parties**Block****Status**

Current

1 PAMOCO RESOURCES LTD.
#200, 6784 - 65 AVENUE
RED DEER, AB T4P 1A5
Phone #: 403 342 7044
Email: chris@forgueslaw.com

Collateral: General**Block****Description****Status**

1 ALL PRESENT AND AFTER ACQUIRED PROPERTY OF THE DEBTOR AND
PROCEEDS

Deleted By
21032528799

2 ALL OF THE DEBTOR'S INTEREST IN EQUIPMENT PRESENTLY OR ONCE SITUATE
AT DEBTOR'S OPERATIONS LAND IN TOWNSHIPS 47-50, RANGES 20-23, WEST OF
THE 4TH MERIDIAN, INCLUDING BUT NOT LIMITED TO PUMPJACKS, TANKS,
WELLHEADS, COMPRESSORS, SEPARATORS, FUEL GAS SCRUBBERS,
FLOWLINES, FLARE STACKS, TREATERS, MOBILE AND MOVABLE BUILDINGS AND
SHACKS, AND PROCEEDS THEREOF.

Current By
21032528799

Search ID #: Z14625231

Particulars

Block **Court Order**

Status

1	Pursuant to section 50(4)(b) of the Personal Property Security Act the registration may be maintained and need not be further amended or discharged.	Current By 21040638929
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Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 21012228376

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Jan-22

Registration Status: Current

Expiry Date: 2046-Jan-22 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)**Block****Status**

Current

1 ROBUS RESOURCES INC.
SUITE 2000, 717 - 7 AVENUE SW
CALGARY, AB T2P 0Z3

Secured Party / Parties**Block****Status**

Current

1 WILD WEST CAPITAL LLC - ATTN: KEVIN DENUCCIO
25991 VINEDO LN
LOS ALTOS HILLS, CA 94022
Email: Kdenuccio@yahoo.com

Collateral: General**Block****Description****Status**

1	ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS SUBJECT TO THE LIEN AND CHARGE CREATED BY THE ROYALTY AGREEMENT IN FAVOUR OF THE SECURED PARTY DATED DECEMBER 23RD, 2020 BETWEEN ROBUS RESOURCES INC. AND WILD WEST CAPITAL LLC (THE "ROYALTY AGREEMENT").	Current
2	ALL OF THE DEBTOR'S WORKING INTEREST IN THE "ROYALTY LANDS", AS DEFINED IN THE ROYALTY AGREEMENT.	Current
3	THE WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT-IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS AND OTHER WELLS AND INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE) LOCATED ON THE ROYALTY LANDS OR LANDS USED IN PRODUCTION OF PETROLEUM SUBSTANCES FROM THE ROYALTY LANDS.	Current

Search ID #: Z14625231

- | | | |
|---|--|---------|
| 4 | <p>ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED INTERESTS IN EQUIPMENT AND PRODUCTION FACILITIES ON OR OFF THE ROYALTY LANDS BUT USED IN PRODUCTION OF PETROLEUM SUBSTANCES FROM THE ROYALTY LANDS (INCLUDING WITHOUT LIMITATION ANY BATTERY, SEPARATOR, COMPRESSOR STATION, GAS PROCESSING PLANT, GATHERING SYSTEM, PIPELINE, PRODUCTION STORAGE FACILITY OR WAREHOUSE, SURFACE AND SUBSURFACE MACHINERY, APPARATUS, FACILITIES AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OR HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, COMPUTERS, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).</p> | Current |
| 5 | <p>ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INTERESTS IN PETROLEUM SUBSTANCES PRODUCED, STORED, MARKETING OR RECOVERABLE FROM THE ROYALTY LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID) AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY PETROLEUM SUBSTANCES WITHIN PIPELINES AND FLOWLINES USED IN CONNECTION WITH THE PRODUCTION, STORAGE OR MARKETING OF PETROLEUM SUBSTANCES FROM THE ROYALTY LANDS.</p> | Current |
| 6 | <p>PROCEEDS: PROCEEDS IN ANY FORM RESULTING DIRECTLY OR INDIRECTLY FROM THE SALE OF OR OTHER DEALING WITH ANY OF THE COLLATERAL DESCRIBED HEREIN INCLUDING WITHOUT LIMITATION AND AS MAY BE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ALBERTA AND ALL AMENDMENTS THERETO, ALL:</p> <ul style="list-style-type: none"> - ACCOUNTS, - CHEQUES, - CONTRACT RIGHTS, - CHATTEL PAPER, - DOCUMENTS OF TITLE, - INSTRUMENTS, - INTANGIBLES, - MONEYS, - SECURITIES, - AMOUNTS PAID OR PAYABLE PURSUANT TO POLICIES OF INSURANCE COVERING THE COLLATERAL OR THAT INDEMNIFY OR COMPENSATE FOR LOSS OR DAMAGE TO THE COLLATERAL; AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS THEREOF ARE SOLD, COLLECTED, DISPOSED, EXCHANGED OR OTHERWISE DEALT WITH AND ALL PROCEEDS OF PROCEEDS, WHETHER OF THE SAME OR OF A DIFFERENT TYPE, CLASS, ITEM OR KIND AS THE ORIGINAL COLLATERAL OR PROCEEDS. | Current |

Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 21012228453

Registration Type: LAND CHARGE

Registration Date: 2021-Jan-22

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 ROBUS RESOURCES INC.
SUITE 2000, 717 - 7 AVENUE SW
CALGARY, AB T2P 0Z3

Secured Party / Parties

Block

Status

Current

1 WILD WEST CAPITAL LLC - ATTN: KEVIN DENUCCIO
25991 VINEDO LN
LOS ALTOS HILLS, CA 94022
Email: Kdenuccio@yahoo.com

Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 21012520666

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Jan-25

Registration Status: Current

Expiry Date: 2046-Jan-25 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

Current

1 ROBUS RESOURCES INC.
SUITE 2000, 717 - 7 AVENUE SW
CALGARY, AB T2P 0Z3

Secured Party / Parties**Block****Status**

Current

1 CRISTOBAL AG
C/O TREVISA-TREUHAND ANSTSALT
L 14, 9496 BALZERS, LIECHTENSTEIN, XX
Email: T.Hackl@Acies-Am.Com

Collateral: General**Block****Description****Status**

1	ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS SUBJECT TO THE LIEN AND CHARGE CREATED BY THE ROYALTY AGREEMENT IN FAVOUR OF THE SECURED PARTY DATED DECEMBER 23RD, 2020 BETWEEN ROBUS RESOURCES INC. AND (THE "ROYALTY AGREEMENT").	Current
2	ALL OF THE DEBTOR'S WORKING INTEREST IN THE "ROYALTY LANDS", AS DEFINED IN THE ROYALTY AGREEMENT.	Current
3	THE WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT-IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS AND OTHER WELLS AND INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE) LOCATED ON THE ROYALTY LANDS OR LANDS USED IN PRODUCTION OF PETROLEUM SUBSTANCES FROM THE ROYALTY LANDS.	Current

Search ID #: Z14625231

- | | | |
|---|--|---------|
| 4 | <p>ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED INTERESTS IN EQUIPMENT AND PRODUCTION FACILITIES ON OR OFF THE ROYALTY LANDS BUT USED IN PRODUCTION OF PETROLEUM SUBSTANCES FROM THE ROYALTY LANDS (INCLUDING WITHOUT LIMITATION ANY BATTERY, SEPARATOR, COMPRESSOR STATION, GAS PROCESSING PLANT, GATHERING SYSTEM, PIPELINE, PRODUCTION STORAGE FACILITY OR WAREHOUSE, SURFACE AND SUBSURFACE MACHINERY, APPARATUS, FACILITIES AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OR HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, COMPUTERS, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).</p> | Current |
| 5 | <p>ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INTERESTS IN PETROLEUM SUBSTANCES PRODUCED, STORED, MARKETING OR RECOVERABLE FROM THE ROYALTY LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID) AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY PETROLEUM SUBSTANCES WITHIN PIPELINES AND FLOWLINES USED IN CONNECTION WITH THE PRODUCTION, STORAGE OR MARKETING OF PETROLEUM SUBSTANCES FROM THE ROYALTY LANDS.</p> | Current |
| 6 | <p>PROCEEDS: PROCEEDS IN ANY FORM RESULTING DIRECTLY OR INDIRECTLY FROM THE SALE OF OR OTHER DEALING WITH ANY OF THE COLLATERAL DESCRIBED HEREIN INCLUDING WITHOUT LIMITATION AND AS MAY BE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ALBERTA AND ALL AMENDMENTS THERETO, ALL:</p> <ul style="list-style-type: none"> - ACCOUNTS, - CHEQUES, - CONTRACT RIGHTS, - CHATTEL PAPER, - DOCUMENTS OF TITLE, - INSTRUMENTS, - INTANGIBLES, - MONEYS, - SECURITIES, - AMOUNTS PAID OR PAYABLE PURSUANT TO POLICIES OF INSURANCE COVERING THE COLLATERAL OR THAT INDEMNIFY OR COMPENSATE FOR LOSS OR DAMAGE TO THE COLLATERAL; AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS THEREOF ARE SOLD, COLLECTED, DISPOSED, EXCHANGED OR OTHERWISE DEALT WITH AND ALL PROCEEDS OF PROCEEDS, WHETHER OF THE SAME OR OF A DIFFERENT TYPE, CLASS, ITEM OR KIND AS THE ORIGINAL COLLATERAL OR PROCEEDS. | Current |

Search ID #: Z14625231

Particulars

Block **Additional Information**

Status

1	Full address of the Secured Party listed in BLOCK 1 is as follows: CRISTOBAL AG C/O Trevisa-Treuhand Anstalt Landstrasse 14, 9496 Balzers, Liechtenstein Email: T.Hackl@Acies-Am.Com	Current
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Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 21012520704

Registration Type: LAND CHARGE

Registration Date: 2021-Jan-25

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 ROBUS RESOURCES INC.
SUITE 2000, 717 - 7 AVENUE SW
CALGARY, AB T2P 0Z3

Current

Secured Party / Parties

Block

Status

1 CRISTOBAL AG
C/O TREVISA-TREUHAND ANSTSALT
L 14, 9496 BALZERS, LIECHTENSTEIN, XX
Email: T.Hackl@Acies-Am.Com

Current

Particulars

Block

Additional Information

Status

1 Full address of the Secured Party listed in BLOCK 1 is as follows:

Current

CRISTOBAL AG
c/o Trevisa-Treuhand Anstsalt
Landstrasse 14,
9496 Balzers, Liechtenstein
Email: T.Hackl@Acies-Am.Com

Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 21012520809

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Jan-25

Registration Status: Current

Expiry Date: 2046-Jan-25 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)**Block****Status**

Current

1 ROBUS RESOURCES INC.
SUITE 2000, 717 - 7 AVENUE SW
CALGARY, AB T2P 0Z3

Secured Party / Parties**Block****Status**

Current

1 ORBINVEST ADVISORS LTD.
C/O TREVISA-TREUHAND ANSTALT
L 14, 9496 BALZERS, LIECHTENSTEIN, XX
Email: T.Hackl@Acies-Am.Com

Collateral: General**Block****Description****Status**

1	ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS SUBJECT TO THE LIEN AND CHARGE CREATED BY THE ROYALTY AGREEMENT IN FAVOUR OF THE SECURED PARTY DATED DECEMBER 23RD, 2020 BETWEEN ROBUS RESOURCES INC. AND (THE "ROYALTY AGREEMENT").	Current
2	ALL OF THE DEBTOR'S WORKING INTEREST IN THE "ROYALTY LANDS", AS DEFINED IN THE ROYALTY AGREEMENT.	Current
3	THE WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT-IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS AND OTHER WELLS AND INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE) LOCATED ON THE ROYALTY LANDS OR LANDS USED IN PRODUCTION OF PETROLEUM SUBSTANCES FROM THE ROYALTY LANDS.	Current

Search ID #: Z14625231

- | | | |
|---|--|---------|
| 4 | <p>ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED INTERESTS IN EQUIPMENT AND PRODUCTION FACILITIES ON OR OFF THE ROYALTY LANDS BUT USED IN PRODUCTION OF PETROLEUM SUBSTANCES FROM THE ROYALTY LANDS (INCLUDING WITHOUT LIMITATION ANY BATTERY, SEPARATOR, COMPRESSOR STATION, GAS PROCESSING PLANT, GATHERING SYSTEM, PIPELINE, PRODUCTION STORAGE FACILITY OR WAREHOUSE, SURFACE AND SUBSURFACE MACHINERY, APPARATUS, FACILITIES AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OR HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, COMPUTERS, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).</p> | Current |
| 5 | <p>ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INTERESTS IN PETROLEUM SUBSTANCES PRODUCED, STORED, MARKETING OR RECOVERABLE FROM THE ROYALTY LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID) AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY PETROLEUM SUBSTANCES WITHIN PIPELINES AND FLOWLINES USED IN CONNECTION WITH THE PRODUCTION, STORAGE OR MARKETING OF PETROLEUM SUBSTANCES FROM THE ROYALTY LANDS.</p> | Current |
| 6 | <p>PROCEEDS: PROCEEDS IN ANY FORM RESULTING DIRECTLY OR INDIRECTLY FROM THE SALE OF OR OTHER DEALING WITH ANY OF THE COLLATERAL DESCRIBED HEREIN INCLUDING WITHOUT LIMITATION AND AS MAY BE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ALBERTA AND ALL AMENDMENTS THERETO, ALL:</p> <ul style="list-style-type: none"> - ACCOUNTS, - CHEQUES, - CONTRACT RIGHTS, - CHATTEL PAPER, - DOCUMENTS OF TITLE, - INSTRUMENTS, - INTANGIBLES, - MONEYS, - SECURITIES, - AMOUNTS PAID OR PAYABLE PURSUANT TO POLICIES OF INSURANCE COVERING THE COLLATERAL OR THAT INDEMNIFY OR COMPENSATE FOR LOSS OR DAMAGE TO THE COLLATERAL; AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS THEREOF ARE SOLD, COLLECTED, DISPOSED, EXCHANGED OR OTHERWISE DEALT WITH AND ALL PROCEEDS OF PROCEEDS, WHETHER OF THE SAME OR OF A DIFFERENT TYPE, CLASS, ITEM OR KIND AS THE ORIGINAL COLLATERAL OR PROCEEDS. | Current |

Search ID #: Z14625231

Particulars

Block **Additional Information**

Status

1	Full address of the Scured Party listed in BLOCK 1 is as follows: ORBINVEST ADVISORS LTD. C/O Trevisa-Treuhand Anstalt Landstrasse 14, 9496 Balzers, Liechtenstein Email: T.Hackl@Acies-Am.Com	Current
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Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 21012520882

Registration Date: 2021-Jan-25

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 ROBUS RESOURCES INC.
SUITE 2000, 717 - 7 AVENUE SW
CALGARY, AB T2P 0Z3

Secured Party / Parties

Block

Status

Current

1 ORBINVEST ADVISORS LTD.
C/O TREVISA-TREUHAND ANSTSALT
L 14, 9496 BALZERS, LIECHTENSTEIN, XX
Email: T.Hackl@Acies-Am.Com

Particulars

Block

Additional Information

Status

1 Full name of the Secured Party listed in BLOCK 1 is as follows:

Current

ORBINVEST ADVISORS LTD.
C/O Trevisa-Treuhand Anstsalt
Landstrasse 14,
9496 Balzers, Liechtenstein
Email: T.Hackl@Acies-Am.Com

Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 21040814880

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2021-Apr-08

Registration Status: Current

Expiry Date: 2023-Apr-08 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2001-15474

Judgment Date is 2020-Dec-04

This Writ was issued on 2020-Dec-15

Type of Judgment is Other

Original Judgment Amount: \$12,807.26

Costs Are: \$215.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$7,819.76

Exact Match on:

Debtor

No: 1

Amendments to Registration

21052822403	Amendment	2021-May-28
21062335372	Distribution	2021-Jun-23
21111232825	Distribution	2021-Nov-12
21120330781	Distribution	2021-Dec-03

Solicitor / Agent

T & S COLLECTIONS LTD.
#105, 412-53RD AVENUE SE
CALGARY, AB T2H 0N4

Phone #: 403 202 7336

Fax #: 403 201 7236

Email: tscollection@shaw.ca

Search ID #: Z14625231

Debtor(s)

Block

1 ROBUS RESOURCES INC.
#2000, 717-7TH AVENUE SW
CALGARY, AB T2P 0Z3

Status

Current

Creditor(s)

Block

1 PASON SYSTEMS CORP.
#105, 412-53RD AVENUE SE
CALGARY, AB T2H 0N4
Email: tscollection@shaw.ca

Status

Current

Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 21041526736

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2021-Apr-15

Registration Status: Current

Expiry Date: 2023-Apr-15 23:59:59

Issued in Red Deer Judicial Centre

Court File Number is 2010-01178

Judgment Date is 2021-Mar-12

This Writ was issued on 2021-Apr-13

Type of Judgment is Other

Original Judgment Amount: \$275,949.56

Costs Are: \$1,631.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$240,584.05

Exact Match on:

Debtor

No: 1

Amendments to Registration

21062335382	Distribution	2021-Jun-23
21111232836	Distribution	2021-Nov-12
21120330792	Distribution	2021-Dec-03
22011229034	Amendment	2022-Jan-12

Solicitor / Agent

CHRIS FORGUES
6784 65 AVE #200
RED DEER, AB T4P 1A5

Phone #: 403 342 7044

Fax #: 403 342 7055

Reference #: 1418

Email: chris@forgueslaw.com

Search ID #: Z14625231

Debtor(s)

Block

1 ROBUS RESOURCES INC.
400 3RD AVE SW, SUITE 300
CALGARY, AB T2P 4H2

Status

Current

Creditor(s)

Block

1 TERROCO INDUSTRIES LTD.
6784 65 AVE #200
RED DEER, AB T4P 1A5
Email: chris@forgueslaw.ca

Status

Deleted by
22011229034

Block

2 TERROCO INDUSTRIES LTD.
6784 65 AVE #200
RED DEER, AB T4P 1A5
Email: chris@forgueslaw.com

Status

Current by
22011229034

Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 21081127823

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2021-Aug-11

Registration Status: Current

Expiry Date: 2023-Aug-11 23:59:59

Issued in Grande Prairie Judicial Centre

Court File Number is 2104 00453

Judgment Date is 2021-Jul-23

This Writ was issued on 2021-Aug-10

Type of Judgment is Other

Original Judgment Amount: \$41,379.66

Costs Are: \$380.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$32,249.59

Exact Match on:

Debtor

No: 1

Amendments to Registration

21111232846	Distribution	2021-Nov-12
21120330802	Distribution	2021-Dec-03
21120715722	Amendment	2021-Dec-07

Solicitor / Agent

STRINGAM LLP - CHANDRA A. OLIVER
102, 10126-97 AVENUE
GRANDE PRAIRIE, AB T8V 7X6

Phone #: 780 513 6883

Fax #: 780 513 6884

Reference #: 122661-
0005/CAO

Email: COLIVER@STRINGAM.CA

Search ID #: Z14625231

Debtor(s)

Block

Status

Current

1 ROBUS RESOURCES INC.
#3700, 400 3RD AVE SW
CALGARY, AB T2P 4H2

Creditor(s)

Block

Status

Current

1 ISOLATION EQUIPMENT SERVICES INC.
C/O 102, 10126-97 AVENUE
GRANDE PRAIRIE, AB T8V 7X6
Email: COLIVER@STRINGAM.CA

Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 21093010262

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2021-Sep-30

Registration Status: Current

Expiry Date: 2023-Sep-30 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 2103 13635

Judgment Date is 2021-Aug-30

This Writ was issued on 2021-Sep-08

Type of Judgment is Other

Original Judgment Amount: \$34,551.01

Costs Are: \$781.03

Post Judgment Interest: \$0.00

Current Amount Owning: \$34,195.36

Exact Match on:

Debtor

No: 1

Amendments to Registration

21120330812

Distribution

2021-Dec-03

Solicitor / Agent

KIRWIN LLP
100, 12420 - 104 AVENUE NW
EDMONTON, AB T5N 3Z9

Phone #: 780 448 7401

Fax #: 780 453 3281

Reference #: 26621/KIR

Email: MAIL@KIRWINLLP.COM

Debtor(s)

Block

Status

Current

1 ROBUS RESOURCES INC.
5502 - 28A AVENUE CLOSE
CAMROSE, AB T4V 4A3

Search ID #: Z14625231

Creditor(s)

Block

Status

Current

1 AL'S HOTSHOT & TRUCKING SERVICES LTD.
C/O 100, 12420-104 AVENUE NW
EDMONTON, AB T5N 3Z9
Email: MAIL@KIRWINLLP.COM

Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 21112527718

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2021-Nov-25

Registration Status: Current

Expiry Date: 2023-Nov-25 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 2103 16416

Judgment Date is 2021-Oct-29

This Writ was issued on 2021-Nov-25

Type of Judgment is Other

Original Judgment Amount: \$9,461.80

Costs Are: \$0.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$9,461.80

Exact Match on:

Debtor

No: 1

Solicitor / Agent

STERLING CREDIT ADJUSTORS INC.

705, 5241 CALGARY TRAIL

EDMONTON, AB T6H 4G8

Phone #: 780 450 7254

Fax #: 780 422 0739

Email: CRAIG@STERLINGCREDIT.CA

Debtor(s)**Block****Status**

1 ROBUS RESOURCES INC.
3700, 400 - 3 AVENUE SW
CALGARY, AB T2P 4H2

Current

Creditor(s)**Block****Status**

1 HELLIAN OILFIELD SERVICES INC.
C/O 705, 5241 CALGARY TRAIL
EDMONTON, AB T6H 5G8

Current

Search ID #: Z14625231

Email: CRAIG@STERLINGCREDIT.CA

Search ID #: Z14625231

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z14625231

Date of Search: 2022-Jan-25

Time of Search: 13:40:36

Registration Number: 21121012676

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2021-Dec-10

Registration Status: Current

Expiry Date: 2023-Dec-10 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2101-13737

Judgment Date is 2021-Oct-20

This Writ was issued on 2021-Nov-17

Type of Judgment is Other

Original Judgment Amount: \$7,993.09

Costs Are: \$200.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$8,193.09

Exact Match on:

Debtor

No: 1

Solicitor / Agent

LINDSEY MACCARTHY LLP
1400, 350 - 7TH AVENUE SW
CALGARY, AB T2P 3N9

Phone #: 403 299 9600

Fax #: 403 299 9601

Reference #: 42-40287

Email: mamery@linmac.com

Debtor(s)**Block****Status**

Current

1 ROBUS RESOURCES INC.
3700, 400 - 3RD AVENUE SW
CALGARY, AB T2P 4H2

Creditor(s)**Block****Status**

Current

1 CARTEL ENERGY SERVICES INC.
1400, 350 - 7TH AVENUE SW
CALGARY, AB T2P 3N9

Search ID #: Z14625231

Email: dean@cartelenergy.com

Result Complete

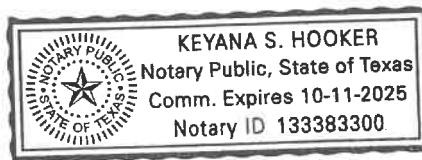


THIS IS EXHIBIT "I" REFERRED TO IN
THE AFFIDAVIT OF ROBERT
BRANTMAN.

SWORN BEFORE ME THIS 27 DAY OF
JANUARY, 2022.



A Notary Public in and for the State of Texas



COURT FILE NUMBER 2201- 01016

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF(S) ROBUS SERVICES LLC.

DEFENDANT(S) ROBUS RESOURCES INC.

DOCUMENT **CONSENT TO ACT AS RECEIVER**

ADDRESS FOR
SERVICE AND
CONTACT **Burnet, Duckworth & Palmer LLP**
2400, 525—8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: David LeGeyt
Phone Number: 403-260-0210
Fax Number: 403-260-0332
Email Address: dlegeyt@bdplaw.com
File. No.: 77883-1

INFORMATION OF
PARTY FILING THIS
DOCUMENT

Alvarez & Marsal Canada Inc. hereby consents to act as receiver or receiver and manager of the assets, undertakings and properties of Robus Resources Inc., in these proceedings if so appointed by this Honourable Court.

DATED at Calgary, Alberta this 26th day of January, 2022.

ALVAREZ & MARSAL CANADA INC.

Per:

Name: Orest Kowalchuk, CPA, CA, CIRP, LIT

Title: Senior Vice President