

COURT FILE NUMBER	2201-01016
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	PAMOCO RESOURCES LTD.
PROCEEDING	IN THE MATTER OF THE RECEIVERSHIP OF ROBUS RESOURCES INC.
DOCUMENT	AFFIDAVIT
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MILLER THOMSON LLP 3000, 700-9th Avenue S.W. Calgary, AB, Canada T2P 3V4 Attention: James W. Reid Telephone: 403.298.2418 Fax: 403.262.0007 E-Mail: jwreid@Millerthomson.com File No.: 0273785.0001

Clerk's Stamp

AFFIDAVIT OF TERRY O'CONNOR

Sworn on January 9, 2023

I, TERRY O'CONNOR, of Red Deer, Alberta, SWEAR AND SAY THAT:

1. I am the General Manager of the Applicant, Pamoco Resources Ltd. ("**Pamoco**"). As such, I have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief, and where so stated I verily believe the same to be true.

The Parties

2. Pamoco is a corporation incorporated under the laws of Alberta with its registered office in Red Deer, Alberta. Attached as Exhibit "**A**" is an Alberta corporate search of Pamoco.
3. Robus Resources Inc. (the "**Debtor**"), is a corporation incorporated under the laws of Alberta with its registered office in Calgary, Alberta. Attached as Exhibit "**B**" is an Alberta corporate search of the Debtor.
4. To the best of my knowledge, at all material times, Ernest Methot ("**Mr. Methot**") is, or was, the President and sole director of the Debtor.

5. I am advised that pursuant to a consent receivership order granted by the Court on April 12, 2022, in this proceeding, Alvarez & Marsal Canada Inc. (the "**Receiver**") was appointed receiver over all of the assets, undertakings and properties of the Debtor.
6. I am also advised that Robus Services LLC (the "**Senior Lender**") is the senior secured creditor of the Debtor in this proceeding.

The Purchase Agreement

7. On November 17, 2017, the Debtor acquired certain assets from Enerplus Corporation (the "**Enerplus Transaction**").
8. The Enerplus Transaction was made pursuant to an Agreement of Purchase and Sale dated as of December 9, 2016 (the "**Purchase Agreement**"), with Enerplus Corporation, as vendor, and the Debtor, as purchaser. A copy of the Purchase Agreement is attached as Exhibit "**C**".
9. The Purchase Agreement was subsequently amended by an Amending and Interim Period Agreement made effective April 5, 2017 (the "**First Amending Agreement**"), and a Second Amending and Transfer Agreement made effective November 17, 2017 (the "**Second Amending Agreement**"). Copies of the First Amending Agreement, and Second Amending Agreement are attached as Exhibits "**D**", and "**E**", respectively.
10. The Enerplus Transaction was for the Debtor to purchase from Enerplus Corporation certain petroleum and natural gas rights located near Camrose, Alberta, and related property.
11. The related property that was subject to the Enerplus Transaction included the "**Tangibles**", which are certain facilities, pipelines, gas plants, pumps, tanks, compressors, production equipment and other depreciable assets located on or within the vicinity of the properties where the petroleum and natural gas rights were located.
12. An inventory of the Tangibles that were purchased by the Debtor pursuant to the Enerplus Transaction is not a schedule to the Purchase Agreement or its amendments, and I am not aware of the Debtor ever having taken an inventory of what the Tangibles consisted of.
13. The Purchase Agreement, as amended, provides that all the assets subject to the Enerplus Transaction were acquired for consideration from the Debtor to Enerplus

Corporation totalling \$1,000,000, consisting of a \$100,000 cash purchase price, and \$900,000 in respect of certain pre-paid expenditures.

14. Of the \$100,000 cash purchase price for all the assets subject to the Enerplus Transaction, the Purchase Agreement provides that \$20,000 of this amount was allocated as consideration for the Tangibles.

The Pamoco and O'Connor Loans

15. I have had a long standing business relationship with Mr. Methot. Over the course of the past fifteen years or more, at various times I, either personally or through companies that I own or manage, have provided loans, supplied financing, or taken ownership interests in various business ventures that Mr. Methot or his companies have been involved in.
16. In respect of my business dealings with the Debtor, at various times over the course of its business operations, Mr. Methot had approached me for money to fund purchases or to pay for its operations.
17. Between November 2018, and June 2019, Pamoco made a total of four loans to the Debtor in the aggregate principal amount of \$753,934.21 (the "**Pamoco Loans**"). The purpose of the Pamoco Loans was to provide funds for the Debtor to pay for its ongoing operations at that time.
18. Each of the Pamoco Loans was supported by a demand promissory note, executed by the Debtor, and the Pamoco Loans were secured against the assets of the Debtor pursuant to a general security agreement. Copies of the demand promissory notes and an unexecuted copy of the general security agreement are attached as Exhibits "F", and "G", respectively. An executed copy of the general security agreement has not been located at the time of swearing this affidavit.
19. In addition to the Pamoco Loans, on March 24, 2017, and January 28, 2019, I personally issued two loans to the Debtor in the aggregate principal amount of \$2,075,378.88, for the purpose of the Debtor being able to complete the Enerplus Transaction and for it to fund its operations (the "**O'Connor Loans**").
20. The O'Connor Loans were documented pursuant to a Bridge Loan Agreement dated December 9, 2016, in the principal amount of \$2,061,518.88, and an additional wire transfer payment in the amount of \$13,860 made on January 28, 2019. Attached as

Exhibits "H" and "I" are copies of the Bridge Loan Agreement and wire transfer, respectively.

21. The O'Connor Loans were secured by, among other things, a general security agreement made effective March 17, 2017, from the Debtor to me. A copy of the general security agreement is attached as Exhibit "J".
22. On February 21, 2020, the Pamoco Loans and the O'Connor Loans were paid out in full, with interest. A copy of the loan payout statement is attached as Exhibit "K".
23. Upon the payout of the Pamoco Loans and the O'Connor Loans, Pamoco and I, among others, authorized the discharge of our respective security registrations at the Alberta Personal Property Security Registry against the Debtor in respect of the Pamoco Loans and the O'Connor Loans. Attached hereto as Exhibit "L" is a security interest release and discharge document dated February 14, 2020.

The Tangibles Transaction

24. Separate and apart from the Pamoco Loans and the O'Connor Loans, which were paid out and discharged as noted above, between May 2018, and August 2018, Mr. Methot requested that I, through Pamoco, assist the Debtor by providing it with funds for the Debtor to acquire share interests in certain other petroleum and natural gas producer companies (the "**Acquisition Advances**"). I agreed, and the amounts paid by Pamoco for the Acquisition Advances totalled \$36,000.
25. Attached as Exhibit "M" is a table setting out the \$36,000 in Acquisition Advances made by Pamoco to the Debtor. This table was prepared by Pamoco in consultation with Mr. Methot to document the Acquisition Advances.
26. Between January 2019, and April 2019, Mr. Methot again approached me for funds separate and apart from the Pamoco Loans, the O'Connor Loans, and the Acquisition Advances. This time the Debtor was requesting that I, through Pamoco, pay certain of the Debtor's then due or coming due accounts payable (the "**Robus AP Payments**"). I advised the Debtor that neither I, nor Pamoco, was willing to extend any more credit to the Debtor to make the Robus AP Payments.
27. As a result of my refusal to extend any further credit to the Debtor, at the suggestion of Mr. Methot, the Debtor offered to sell to Pamoco its interests in the Tangibles in

satisfaction of the Acquisition Advances and in exchange for Pamoco making the upcoming Robus AP Payments (the “**Tangibles Transaction**”). I, on behalf of Pamoco, agreed to the offer made by the Debtor pursuant to the Tangibles Transaction.

28. Notably, the Tangibles Transaction did not, nor was it intended to, settle any amounts owing pursuant to the Pamoco Loans and the O'Connor Loans, which were still outstanding at the time of the Tangibles Transaction.
29. Pursuant to the Tangibles Transaction, the Debtor, as vendor, and Pamoco, as purchaser, entered into a general conveyance agreement made January 4, 2019 (the “**General Conveyance Agreement**”), which purported to sell and transfer to Pamoco, among other things, all of the Debtor's “right, title, estate and interest” in, among other things, the Tangibles. A copy of the General Conveyance Agreement is attached as Exhibit “**N**”.
30. Further to the Tangibles Transaction, between February 2019, and March 2019, after entering into the General Conveyance Agreement, Pamoco took an inventory of the purchased Tangibles. As noted above, I am not aware of the Debtor ever having taken an inventory of the Tangibles. Attached as Exhibit “**O**” is a copy of the inventory taken by Pamoco of the Tangibles.
31. Since the Debtor required use of certain of the Tangibles to operate the leased premises, at the request of the Debtor, Pamoco did not remove any of the Tangibles from the leased lands. Instead, Pamoco took possession of the Tangibles by affixing signage identifying its ownership to the property, including applying it on the gates of certain wells and on some of the other larger pieces of equipment. In addition, Pamoco took the step of applying a square QR identity code to the main sign on each piece of the Tangibles, which if scanned, shows it is the property of Pamoco's sister company, Terroco Industries Ltd. The reason Pamoco used Terroco Industries Ltd. as the identified owner for the purposes of tagging the Tangibles is because Terroco Industries Ltd. is an established and well known oilfield service provider and supplier in Alberta, with six offices around the province. It is therefore easy for third parties attending the premises where the Tangibles are located to identify and locate the owner. Notably, much of the individual pieces of the Tangibles were marked by the previous owner, Enerplus Corporation, as being out of service.

32. Photograph examples of the square QR identity codes that are on each of the pieces of the Tangibles, and pictures of certain pieces of the Tangibles, are collectively attached as Exhibit “P” for a visual reference. Due to the number of items and photographs, this is only a small sample of the Tangibles tagged by Pamoco pursuant to the Tangibles Transaction. A fulsome inventory of all the tagged pieces of equipment making up the Tangibles is itemized in Pamoco’s account with Sortly, an inventory management software system.
33. In accordance with the Tangibles Transaction, between January 2019, and April 2019, Pamoco made three payments for the benefit of the Debtor in the total aggregate amount of \$67,800, in respect of accounts payable owing by the Debtor. These Robus AP Payments were in addition to the Acquisition Advances made by Pamoco for the benefit of the Debtor as the consideration for the Tangibles Transaction.
34. A copy of the chart setting out the \$67,800 in Robus AP Payments, and copies of the cheques from Pamoco making up the Robus AP Payments are collectively attached as Exhibit “Q”.
35. The total amount paid by Pamoco to, or for the benefit of the Debtor, in respect of the Acquisition Advances and the Robus AP Payments that make up the consideration for the Tangibles Transaction was \$103,800.
36. On April 16, 2019, Mr. Methot informed me of an error in the General Conveyance Agreement, in that the document purported to convey to Pamoco the Debtor’s petroleum and natural gas interests from the Enerplus Transaction in addition to the Tangibles.
37. As a result of this error in the General Conveyance, at the request of the Debtor, Pamoco had a revised document prepared by its corporate counsel titled Conveyance of Tangibles (the “**Conveyance of Tangibles**”). The Conveyance of Tangibles remedied the error of including reference to the Debtor’s petroleum and natural gas interests as having been part of the Tangibles Transaction. The Conveyance of Tangibles was provided to the Debtor to replace the General Conveyance Agreement and to correctly set out the agreed upon terms of the Tangibles Transaction. To date, an executed copy of the Conveyance of Tangibles from the Debtor has not been located but I believe an executed copy exists. An unexecuted copy of the Conveyance of Tangibles is attached as Exhibit “R”.

The Debtor's Further Dealings in the Tangibles

38. In January 2021, Pamoco became aware of the Debtor attempting to enter into contracts for the sale of, among other things, the Tangibles to potential third party purchasers, despite the Tangibles belonging to Pamoco pursuant to the Tangibles Transaction.
39. As a result of the Debtor's attempted dealings with the Tangibles, on January 8, 2021, Pamoco registered its ownership interest in the Tangibles with the Alberta Personal Property Registry pursuant to the *Sale of Goods Act* (Alberta) (the "**Pamoco Registration**"). Attached as Exhibit "**S**" is a copy of Alberta Personal Property Registry search results on the Debtor as of December 29, 2022.
40. In addition, on January 14, 2021, corporate counsel to Pamoco wrote a letter to the Debtor demanding that the Debtor cease and desist from conducting any further dealings in Pamoco's purchased property. Attached as Exhibit "**T**" is a copy of the cease and desist letter.

This Receivership Proceeding

41. As noted above, I am advised that the Receiver was appointed over all of the assets, undertakings, and properties of the Debtor on April 12, 2022.
42. On May 4, 2022, I attended a meeting with the Receiver and its counsel, among others. At this meeting I advised the Receiver of the Tangibles Transaction and Pamoco's assertion of ownership over the Tangibles.
43. Between May 2022, and June, 2022, the Receiver's counsel and Pamoco's corporate counsel exchanged correspondences in respect of the Receiver's requests for information pertaining to the Tangibles Transaction.
44. On June 17, 2022, the Receiver's counsel advised Pamoco's corporate counsel that the Receiver was of the view the Conveyance of Tangibles did not transfer title in the Tangibles to Pamoco due to a lack of consideration. The Receiver also advised in its letter that even if title to the Tangibles was transferred from the Debtor to Pamoco, the Tangibles are subject to the security of the Senior Lender, which I am advised was registered at the Alberta Personal Property Registry on February 13, 2020, prior to the Pamoco Registration. A copy of the June 17, 2022 letter is attached as Exhibit "**U**".

45. At the time of swearing this Affidavit, to the best of my knowledge, the Tangibles have not been delivered or transferred to the Senior Lender, any nominee of the Senior Lender, or any other third party.

Conclusion

46. I make this Affidavit in support of Pamoco's application for a declaration of ownership of the Tangibles and no improper purpose.

SWORN BEFORE ME at the City of
Calgary, Alberta, this 9 day of January,
2023.

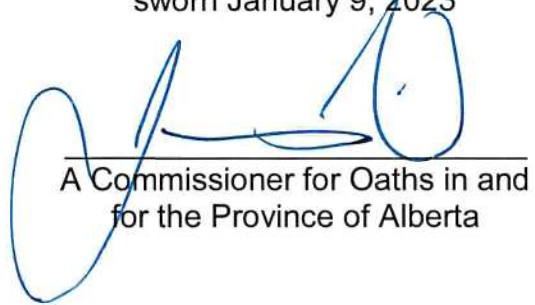
Commissioner for Oaths in and for the
Province of Alberta

James W. Reid
Barrister & Solicitor



Terry O'Connor

This is Exhibit "A" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2022/12/29
Time of Search: 11:01 AM
Search provided by: MILLER THOMSON LLP - CALGARY
Service Request Number: 38873169
Customer Reference Number:

Corporate Access Number: 202053278
Business Number: 104057260
Legal Entity Name: PAMOCO RESOURCES LTD.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
TEARDROP TRANSPORT LTD.	1985/07/18

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 1979/03/22 YYYY/MM/DD
Date of Last Status Change: 2017/06/27 YYYY/MM/DD

Revival/Restoration Date: 2011/02/02 YYYY/MM/DD

Registered Office:

Street: 200-6784 65 AVE
City: RED DEER
Province: ALBERTA
Postal Code: T4P1A5

Records Address:

Street: 200-6784 65 AVE
City: RED DEER
Province: ALBERTA
Postal Code: T4P1A5

Email Address: CHRIS@FORGUESLAW.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
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FORGUES	CHRIS		C.E. FORGUES & COMPANY	200- 6784 65 AVE	RED DEER	ALBERTA	T4P1A5	CHRIS@FORGUESLAW.COM
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Directors:

Last Name: O'CONNOR
First Name: ANNA
Street/Box Number: 28 PALLO CLOSE
City: RED DEER
Province: ALBERTA
Postal Code: T4P1J3

Voting Shareholders:

Legal Entity Name: ANDROCO HOLDINGS LTD
Corporate Access Number: 208674176
Street: 200-6784 65 AVE
City: RED DEER
Province: ALBERTA
Postal Code: T4P1A5
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE A
Share Transfers Restrictions: SEE ATTACHED SCHEDULE B
Min Number Of Directors: 1
Max Number Of Directors: 2
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE C

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
PAMOCO PETROLEUMS	TN4445839

Other Information:**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2022	2022/06/09

Continued Under the Business Corporations Act on: 1983/07/21 YYYY/MM/DD

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2000/10/11	Change Address
2007/09/02	Status Changed to Struck for Failure to File Annual Returns
2011/02/02	Initiate Revival of Alberta Corporation
2011/02/02	Complete Revival of Alberta Corporation
2017/05/02	Status Changed to Start for Failure to File Annual Returns
2020/02/17	Update BN
2022/06/09	Enter Annual Returns for Alberta and Extra-Provincial Corp.

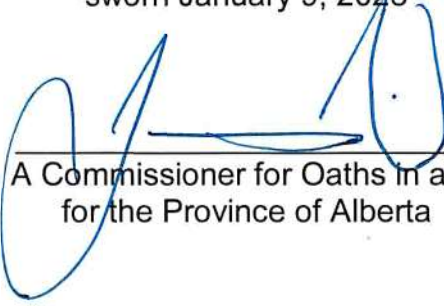
Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2011/02/02
Restrictions on Share Transfers	ELECTRONIC	2011/02/02
Other Rules or Provisions	ELECTRONIC	2011/02/02

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "B" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023.



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/12/29
Time of Search: 10:59 AM
Search provided by: MILLER THOMSON LLP - CALGARY
Service Request Number: 38873152
Customer Reference Number:

Corporate Access Number: 2019678412
Business Number: 707119483
Legal Entity Name: ROBUS RESOURCES INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2016/05/04 YYYY/MM/DD
Date of Last Status Change: 2021/08/25 YYYY/MM/DD

Registered Office:

Street: 1600, 421 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P4K9

Records Address:

Street: 1600, 421 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P4K9

Email Address: GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
OLLEY	STUART	M.	GOWLING WLG (CANADA) LLP/GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L.	1600, 421 - 7TH AVENUE SW	CALGARY	ALBERTA	T2P4K9	GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

Directors:

Last Name: METHOT
First Name: ERNEST
Street/Box Number: 5502 28A AVE CL
City: CAMROSE
Province: ALBERTA
Postal Code: T4V4A3

Voting Shareholders:

Legal Entity Name: ROBUS SERVICES LLC
Corporate Access Number: 2122480375
Street: 13808 SPRUCEWOOD DRIVE

City: DALLAS
Province: TEXAS
Postal Code: 75240
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: THE CORPORATION IS AUTHORIZED TO ISSUE AN UNLIMITED NUMBER OF COMMON SHARES.
Share Transfers Restrictions: NO SHARES OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION.
Min Number Of Directors: 1
Max Number Of Directors: 9
Business Restricted To: NONE.
Business Restricted From: NONE.
Other Provisions: THE ATTACHED SCHEDULE IS INCORPORATED INTO AND FORMS PART OF THE ARTICLES OF THE CORPORATION.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2021	2021/08/25

Outstanding Returns:

Annual returns are outstanding for the 2022 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2016/05/04	Incorporate Alberta Corporation
2020/02/22	Update BN
2021/07/02	Status Changed to Start for Failure to File Annual Returns
2021/08/25	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2022/02/09	Change Director / Shareholder
2022/02/16	Change Address
2022/02/16	Change Agent for Service


Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Other Rules or Provisions	ELECTRONIC	2016/05/04

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "C" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

**AGREEMENT OF PURCHASE AND SALE
DATED AS OF THE 9TH DAY OF DECEMBER, 2016.**

BETWEEN:

ENERPLUS CORPORATION

- AND -

ROBUS RESOURCES INC.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 9th day of December, 2016.

BETWEEN:

ENERPLUS CORPORATION a body corporate, having an office in the City of Calgary, in the Province of Alberta (hereinafter collectively referred to as "**Vendor**")

- and

ROBUS RESOURCES INC., a body corporate, having an office in the City of Calgary, in the Province of Alberta (hereinafter referred to as "**Purchaser**")

WHEREAS Vendor wishes to sell and Purchaser wishes to purchase the interest of Vendor in and to the Assets, subject to and in accordance with the terms and conditions hereof;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties have agreed as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

- (a) "**Abandonment and Reclamation Obligations**" means all obligations to:
 - (i) abandon the Wells and restore and reclaim the surface sites thereof, decommission and remove the Facilities and equipment comprised in the Tangibles, and restore and reclaim the surface sites thereof; and
 - (ii) reclaim and restore the Lands and any other lands to which the surface rights relate, including the removal of all tailings ponds and the remediation of all associated and affected sites;all in accordance with good oil and gas field practices, and in compliance with the Regulations;
- (b) "**Adjustment Date**" means the hour of 8:00 a.m., Calgary time, on the first day of November, 2016;
- (c) "**AER LTA**" means the transfers of all permits, licences, approvals and authorizations that are required to be submitted to the Alberta Energy Regulator (**AER**) for registration in accordance with Section 2.1(b)
- (d) "**AFE's**" means the authorities for expenditure, operations notices, amounts budgeted pursuant to the Title Documents and mail ballots, if any, set out in Schedule "B" under the heading "AFE's";

- (e) **"Assets"** means the Petroleum and Natural Gas Rights, the Tangibles and the Miscellaneous Interests;
- (f) **"Business Day"** means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (g) **"Closing"** means the exchange of the General Conveyance at the Closing Time, the delivery by Purchaser to Vendor of the Closing Consideration as estimated at the Closing Time and the transfer of the Assets by Vendor to Purchaser, subject in all events to Section 2.1(b);
- (h) **"Closing Consideration"** has the meaning specified in Section 2.6;
- (i) **"Closing Escrow Agreement"** means the closing escrow agreement in the form attached as Schedule "G";
- (j) **"Closing Joint Instruction"** has the meaning specified in the Closing Escrow Agreement;
- (k) **"Closing Place"** means the offices of Vendor, or such other place as may be agreed upon in writing by Vendor and Purchaser;
- (l) **"Closing Time"** means the hour of 10:00 a.m. on the latest of:
 - (i) the 16th day of January, 2017; and
 - (ii) the third Business Day following the day on which any and all preferential, pre-emptive or first purchase rights of Third Parties that become operative by virtue of this Agreement or the transaction to be effected by it shall have been exercised or waived by the holders thereof or all time periods within which such rights may be exercised shall have expired;

or such other time and date as may be agreed upon in writing by Vendor and Purchaser;
- (m) **"Deposit"** means the sum of money set out in section 2.9;
- (n) **"Environmental Liabilities"** means any and all environmental damage, contamination, or other adverse environmental conditions pertaining to or caused by any of the Assets or operations thereon or related thereto or existing within, upon or under the Lands, any lands upon which the Tangibles are located or any lands which are used to gain access to any of the foregoing, however and by whomsoever caused, and whether caused by a breach of the applicable Regulations or otherwise, which occur or arise in whole or in part prior to, at or subsequent to Closing, and regardless of whether or not a reclamation certificate has been issued. Without limiting the generality of the foregoing, such environmental damage or contamination or other environmental conditions shall include those arising from or relating to:
 - (i) surface, underground, air, ground water, surface water or marine environment contamination;
 - (ii) Abandonment and Reclamation Obligations;
 - (iii) the breach of the applicable Regulations in effect at any time;
 - (iv) the removal of or failure to remove foundations, structures or equipment;

- (v) the release, spill, escape or emission of toxic, hazardous or oilfield waste substances; and
- (vi) Losses suffered by Third Parties as a result of any of the occurrences in Paragraphs (i) through (v) of this section 1.1(n);
- (o) **"Escrow Agent"** means Norton Rose Fulbright Canada LLP;
- (p) **"Escrow Conditions"** means each of the following conditions:
 - (i) by no later than the Escrow Deadline, AER has approved, subject to the receipt of any required deposit, bond, or other form of security, all AER LTAs associated with the Assets (the **AER LTA Approval**); and
 - (ii) in respect of any such AER LTA Approval, the AER does not require Purchaser to post a deposit, bond, or other form of security which results in the security adjusted LMR of Purchaser exceeding 1.0 immediately following the completion of the transfer of the Assets to Purchaser;
- (q) **"Escrow Deadline"** means 4:00 p.m. (Calgary time) on the seventy-fifth (75th) day following the Closing Time;
- (r) **"Facilities"** means the facility or facilities, if any, set out in Schedule "B" under the heading "Facilities";
- (s) **"Final Statement of Adjustments"** has the meaning set out in section 7.2(b);
- (t) **"General Conveyance"** means a document in the form attached hereto as Schedule "E";
- (u) **"GST"** means the goods and services tax administered pursuant to the *Excise Tax Act* (Canada) or under any successor or parallel federal or provincial legislation that imposes a tax on the recipient of goods and services;
- (v) **"Lands"** means the lands, formations and Leased Substances set out in Schedule "A";
- (w) **"Leased Substances"** means all Petroleum Substances, rights to or in respect of which are granted, reserved or otherwise conferred by or under the Unit Agreements, or by or under the Title Documents (but only to the extent that the Title Documents pertain to the Lands);
- (x) **"Losses"** means all actions, causes of action, losses, costs, claims, damages, penalties, assessments, charges, expenses and other liabilities whatsoever suffered, sustained, paid or incurred and includes reasonable legal fees on a solicitor-and-client basis and other professional fees and disbursements on a full-indemnity basis; but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities;
- (y) **"Miscellaneous Interests"** means, subject to any and all limitations and exclusions provided for in this definition, all property, assets, interests and rights pertaining to the Petroleum and Natural Gas Rights and the Tangibles or either of them, but only to the extent that such property, assets, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including without limitation any and all of the following:

- (i) contracts and agreements relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including without limitation, the Production Contracts, gas purchase contracts, processing agreements, transportation agreements and agreements for the construction, ownership and operation of facilities;
- (ii) fee simple rights to, and rights to enter upon, use or occupy, the surface of any lands which are or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights and the Tangibles, or either of them, excluding any such rights that pertain only to a well or wells other than the Wells;
- (iii) all subsisting rights to carry out operations relating to the Lands or Tangibles, and without limitation, all easements and well, pipeline and other permits, licences and authorizations;
- (iv) all records, books, documents, licences, reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, excluding any of the foregoing that pertain to seismic, geological or geophysical matters;
- (v) the Seismic;
- (vi) the Wells (and no other wells), including the wellbores and any and all casing;
- (vii) the emergency response plans; and
- (viii) all non-interpretative technical data;
- (z) **"Officer's Certificates"** means the form of Vendor's Officer's Certificate and Purchaser's Officer's Certificate attached hereto as Schedule "F";
- (aa) **"Party"** means a party to this Agreement;
- (bb) **"Permitted Encumbrances"** means:
 - (i) liens for taxes, assessments and governmental charges which are not due or the validity of which is being diligently contested in good faith by or on behalf of Vendor;
 - (ii) liens incurred or created in the ordinary course of business as security in favour of the person who is conducting the development or operation of the property to which such liens relate for Vendor's proportionate share of the costs and expenses of such development or operation;
 - (iii) mechanics', builders' and materialmen's liens in respect of services rendered or goods supplied for which payment is not due;
 - (iv) easements, rights of way, servitudes and other similar rights in land (including without limitation rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph and cable television conduits, poles, wires and cables) which do not materially impair the use of the Assets affected thereby;
 - (v) the right reserved to or vested in any municipality or government or other public authority by the terms of any lease, licence, franchise, grant or permit or by any

statutory provision, to terminate any such lease, licence, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;

- (vi) rights of general application reserved to or vested in any governmental authority to levy taxes on the Leased Substances or any of them or the income therefrom, and governmental requirements and limitations of general application as to production rates on the operations of any property;
 - (vii) statutory exceptions to title, and the reservations, limitations, provisos and conditions in any original grants from the Crown of any of the mines and minerals within, upon or under the Lands;
 - (viii) any security held by any Third Party encumbering Vendor's interest in and to the Assets or any part or portion thereof, in respect of which Vendor delivers a discharge or no interest letter to Purchaser at or prior to Closing;
 - (ix) the Production Contracts and agreement or agreements (if any) for the sale of Leased Substances that are terminable on not greater than 31 days' notice (without an early termination penalty or other cost); and
 - (x) all royalty burdens, net profits interests, carried interests, liens, adverse claims, penalties, reductions in interests and other encumbrances set out in Schedule "A";
- (cc) **"Petroleum and Natural Gas Rights"** means the entire right, title, estate and interest of Vendor in and to the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands), including without limitation:
- (i) rights to explore for, drill for, extract, win, produce, take, save or market Leased Substances;
 - (ii) rights to a share of the production of Leased Substances from the Lands;
 - (iii) rights to Leased Substances injected into but not produced from the Lands;
 - (iv) rights to acquire any of the foregoing; and
 - (v) all interests and rights known as working interests, leasehold interests and royalty interests as any of them pertain to the Lands, including those interests set forth in Schedule "A" and fractional or undivided interests in any of the foregoing;
- (dd) **"Petroleum Substances"** means any of crude oil, crude bitumen and products derived therefrom, synthetic crude oil, petroleum, natural gas, natural gas liquids, and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including without limitation sulphur;
- (ee) **"Pipelines"** means the pipeline or pipelines, if any, set out in Schedule "B" under the heading "Pipelines";
- (ff) **"Prime Rate"** means an annual rate of interest equal to the annual rate of interest announced from time to time by the main Calgary branch of Royal Bank of Canada as the reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada;

- (gg) **"Production Contracts"** means the agreement or agreements, if any, set out in Schedule "B" under the heading "Production Contracts";
- (hh) **"Purchase Price"** means One Hundred Thousand Dollars (\$100,000.00);
- (ii) **"Regulations"** means all statutes, laws, rules, orders, regulations, ordinances, directives and other like instruments made from time to time by governments, governmental boards, agencies or quasi-judicial tribunals having jurisdiction over the Assets, the Parties or this transaction;
- (jj) **"Rights of First Refusal"** means rights of first refusal, pre-emptive rights of purchase or similar rights whereby any Third Party has the right to acquire or purchase all or any portion of the Assets in consequence of this Agreement or the Transaction herein contemplated;
- (kk) **"Seismic"** means all records, books, documents, licenses, reports and data associated with the Seismic Data, including without limitation:
 - (i) all permanent records of basic field data including, but not limited to, any and all microfilm or paper copies of seismic driller's reports, monitor records, observer's reports and survey notes and any and all copies of magnetic field tapes or conversions thereof;
 - (ii) all permanent records of the processed field data including, but not limited to, any and all microfilm or paper copies of shot point maps, pre- and post-stacked digital record sections including amplitude, phase and structural displays, post-stack data manipulations including filters, migrations and wavelet enhancements, and any and all copies of final stacked tapes and any manipulations and conversions thereof;
 - (iii) in the case of 3D seismic, in addition to the foregoing, all permanent records or bin locations, bin fold, static corrections, surface elevations and any other relevant information; and
 - (iv) any and all interpretations of the foregoing;
- (ll) **"Seismic Data"** means the Vendor's 100% owned proprietary seismic line or lines or 3D seismic programs set out in Schedule "D";
- (mm) **"Specific Conveyances"** means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the interest of Vendor in and to the Assets to Purchaser and to novate Purchaser in the place and stead of Vendor with respect to the Assets;
- (nn) **"Take or Pay Obligations"** means obligations to: (i) sell or deliver Petroleum Substances or any of them, rights to which are granted, reserved or otherwise conferred pursuant to the Title Documents, without being entitled in due course to receive and retain full payment for such Petroleum Substances; or (ii) use pipeline or processing capacity with minimum volume commitments where any shortfalls in deliveries or use are to be satisfied through payment obligations;
- (oo) **"Tangibles"** means the Facilities and the Pipelines and any and all tangible depreciable property and assets other than the Facilities which are located within, upon or in the vicinity of the Lands and which were used, are used or are intended to be used to produce, process, gather, treat, measure, make marketable or inject the Leased

Substances or any of them or in connection with water injection or removal operations that pertain to the Petroleum and Natural Gas Rights, including without limitation any and all gas plants, oil batteries, buildings, production equipment, pipelines, pipeline connections, meters, generators, motors, compressors, treaters, dehydrators, scrubbers, separators, pumps, tanks, boilers and communication equipment but excluding all motorized vehicles;

- (pp) **"Termination Joint Instruction"** has the meaning specified in the Closing Escrow Agreement;
- (qq) **"Third Party"** means any individual or entity other than Vendor and Purchaser, including without limitation any partnership, corporation, trust, unincorporated organization, union, government and any department and agency thereof and any heir, executor, administrator or other legal representative of an individual;
- (rr) **"this Agreement"**, **"herein"**, **"hereto"**, **"hereof"** and similar expressions mean and refer to this Agreement of Purchase and Sale;
- (ss) **"Title Defect"** means a defect, discrepancy or deficiency in the title of Vendor to any of the Assets which is such that a reasonable, prudent and otherwise willing buyer of the Assets affected thereby would refuse to purchase such Assets for a price equal to the fair market value thereof (determined as if such defect, discrepancy or deficiency did not exist) solely because of such defect, discrepancy or deficiency;
- (tt) **"Title Documents"** means, collectively, any and all certificates of title, leases, reservations, permits, licences, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling agreements, including the Unit Agreements and Production Contracts, and any other documents and agreements granting, reserving or otherwise conferring rights to (i) explore for, drill for, produce, take, use or market Petroleum Substances, (ii) share in the production of Petroleum Substances, (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances which are produced, and (iv) rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances within, upon or under the Lands; including without limitation those, if any, set out in Schedule "A";
- (uu) **"Transaction"** means the entering into of this Agreement and the sale and purchase of the Assets in accordance with this Agreement;
- (vv) **"Unit Agreements"** means any and all unit agreements and unit operating agreements, including any and all amendments thereto, pertaining to the unit or units, if any, set out in Schedule "B" under the heading "Units"; and
- (ww) **"Wells"** means the wells set out in Schedule "B" under the heading "Wells".

1.2 Headings

The expressions "Article", "section", "subsection", "clause", "subclause", "paragraph" and "Schedule" followed by a number or letter or combination thereof mean and refer to the specified article, section, subsection, clause, subclause, paragraph and schedule of or to this Agreement.

1.3 Interpretation Not Affected by Headings

The division of this Agreement into Articles, sections, subsections, clauses, subclauses and paragraphs and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Included Words

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and vice versa, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders.

1.5 Schedules

There are appended to this Agreement the following schedules pertaining to the following matters:

Schedule "A"	Lands Petroleum and Natural Gas Rights
Schedule "B"	AFE's Facilities Production Contracts Units Wells
Schedule "C"	- ROFR Assets
Schedule "D"	Seismic Data
Schedule "E"	General Conveyance
Schedule "F"	Officer's Certificate
Schedule "G"	Closing Escrow Agreement

Such schedules are incorporated herein by reference as though contained in the body hereof. Wherever any term or condition of such schedules conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement shall prevail.

1.6 Damages

All losses, costs, claims, damages, expenses and liabilities in respect of which a Party has a claim pursuant to this Agreement include without limitation reasonable legal fees and disbursements on a solicitor and client basis.

1.7 Knowledge

For all purposes of this Agreement, the knowledge of Vendor consists of the actual knowledge of the current officers of Vendor and the head office managerial employees of Vendor having direct supervisory control over the Assets without any obligation to make due inquiry. For these purposes, knowledge does not include the knowledge of any other person or constructive knowledge.

ARTICLE 2 PURCHASE AND SALE AND CLOSING

2.1 Purchase and Sale

- (a) Subject to the conditions set forth herein, Vendor hereby agrees to sell, assign, transfer, convey and set over to Purchaser, and Purchaser hereby agrees to purchase from Vendor, all of the right, title, estate and interest of Vendor (whether absolute or contingent, legal or beneficial) in and to the Assets all on the terms set forth herein. If Closing occurs, subject to Section 2.1(b), title to and beneficial ownership, risk and possession of the Assets will pass to Purchaser at the Closing Time in accordance with the terms of this Agreement.
 - (b) The Parties confirm, acknowledge and agree that:
 - (i) Purchaser has been advised by the AER that the AER may be prepared to exercise discretion so as to not require the Purchaser to have an LMR of 2.0 in order to accept the transfer of the permits, licences, approvals and authorizations over which AER has jurisdiction, and Purchaser has agreed to use reasonable commercial efforts to persuade the AER to so exercise its discretion;
 - (ii) the Parties are prepared to close the Transaction in escrow and within two (2) Business Days following the Closing Time, Vendor shall electronically submit an application for approval for the AER LTAs of all the permits, licences, approvals and authorizations required to be submitted to AER and the Purchaser shall electronically ratify and sign such application; and
1. If the Escrow Conditions are satisfied or waived in writing by Purchaser on or before the Escrow Deadline, then notwithstanding any event or circumstance between the Closing Time and the date the Escrow Conditions are satisfied that would render a representation or warranty made by a Party in Article 4, as applicable, incorrect or untrue or that would result in a condition set forth in Section 3.1 or 3.2 not being satisfied:
 - A. Purchaser shall, by no later than five (5) Business Days after such satisfaction, either: (i) deliver to the AER the security deposit, or (ii) start to comply with the security deposit payment plan approved by the AER, and provide written evidence of same that is satisfactory to Vendor, acting reasonably; and
 - B. each Party shall, no later than two (2) Business Days after the AER acknowledges receipt of the security deposit delivered by Purchaser to AER in accordance with Section 2.1(b)(i)(1)(A) and approves the AER LTA unconditionally, sign and deliver a Closing Joint Instruction to the Escrow Agent, in which event Closing shall be deemed to have thereupon occurred as of the Closing Time (subject to Section 2.1(b)(iii) below) and the Escrow Agent shall release the documents described in Sections 2.7(b) and 2.8(b) in accordance with the Closing Escrow Agreement and the Closing Joint Instruction.
 2. if the Escrow Conditions are not satisfied or not waived in writing by Purchaser on or before the Escrow Deadline, Closing shall be deemed not to have been completed, each Party shall immediately thereafter sign

and deliver a Termination Joint Instruction to the Escrow Agent, in which event:

- A. this Agreement shall terminate,
 - B. Vendor and Purchaser shall jointly cancel the pending AER LTA,
 - C. each Party shall be released from all liabilities and obligations hereunder except as provided in Sections 2.9 and 12.15,
 - D. each Party will bear the costs incurred by it prior to such termination, and
 - E. Escrow Agent shall destroy the documents described in Section 2.7(b) and 2.8(b) and delivered to Escrow Agent pursuant to the Escrow Agreement and shall return the Closing Consideration, plus interest earned thereon, to Purchaser and, for greater certainty, the Deposit shall be returned by Vendor to Purchaser pursuant to Section 2.9(c)(ii);
- (iii) if Closing occurs pursuant to Section 2.1(b)(ii)(A), Sections 2.3 and 2.4 and Article 8 shall be deemed to apply as if and as though the occurrence of Closing and the Closing Time is the date upon which the Escrow Agent releases the documents described in Sections 2.7(b) and 2.8(b) to the Parties, as applicable.

2.2 Closing

Closing shall take place at the Closing Place at the Closing Time if there has been satisfaction or waiver of the conditions of Closing herein contained.

2.3 Specific Conveyances

Vendor shall prepare the Specific Conveyances at its cost and as required, none of which shall confer or impose upon a Party any greater right or obligation than contemplated in this Agreement. All Specific Conveyances that are prepared and circulated to Purchaser a reasonable time prior to the Closing Time shall be executed and delivered by the Parties at Closing (except with respect to AER LTAs which shall be submitted in the timeline prescribed in Section 2.1(b)(ii)). Forthwith after Closing, Vendor shall, at Purchaser's cost, circulate and register, as the case may be, all Specific Conveyances that by their nature may be circulated or registered.

2.4 Title Documents and Miscellaneous Interests

Vendor shall deliver to Purchaser within 15 days of Closing the original copies of the Title Documents and any other agreements and documents to which the Assets are subject and the original copies of contracts, agreements, records, books, documents, licences, reports and data comprising Miscellaneous Interests which are now in the possession of Vendor or of which it gains possession prior to Closing. Notwithstanding the foregoing, if and to the extent such Title Documents, contracts, agreements, records, books, documents, licences, reports and data also pertain to interests other than the Assets, photocopies or other copies may be provided to Purchaser in lieu of original copies. Purchaser shall, upon request and after reasonable notice, provide reasonable access, at the offices of Purchaser and during its normal business hours, to such of the Title Documents and other contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests delivered by Vendor pursuant hereto, as Vendor may require for purposes concerning the interests which Vendor held in the Assets prior to the Closing Time and the calculation of adjustments prior to the finalization of same, subject always to the requirement that all such information shall remain confidential.

2.5 Form of Payment

All payments to be made pursuant to this Agreement shall be in Canadian funds.

2.6 Purchase Price

- (a) At Closing, the aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be the sum of the following:
 - (i) the Purchase Price less the Deposit and the interest, if any, accrued on the Deposit from the date hereof to the Adjustment Date;
 - (ii) plus the interest calculated in accordance with Section 2.11; and
 - (iii) plus or minus, as the case may be, the net amount of the adjustments pursuant to Article 7,
 ((i) and (ii) collectively, the "**Closing Consideration**").
- (b) At Closing, Purchaser shall be solely responsible for all sales taxes, transfer taxes, fees, charges, levies or similar assessments which may be imposed by any governmental authority and pertaining to its acquisition of the Assets or to the circulation and registration of the Specific Conveyances and shall, subject to section 2.6(a)(iii), remit any such amounts to the applicable governmental authority according to Regulations.
- (c) The Closing Consideration as estimated at the Closing Time shall be paid at Closing by bank draft or wire transfer to Escrow Agent pursuant to Section 2.1(b)(ii) to the Escrow Agent's bank account at least two (2) Business Days prior to Closing.

2.7 Deliveries by Vendor at Closing

- (a) At the Closing Time, Vendor shall deliver, or cause to be delivered, to Purchaser and Escrow Agent, the Closing Escrow Agreement, duly executed by Vendor.
- (b) At the Closing Time, the Vendor shall deliver, or cause to be delivered, to Escrow Agent, to be held in trust in accordance with the Closing Escrow Agreement:
 - (i) the General Conveyance, duly executed by Vendor;
 - (ii) the Officer's Certificate, duly executed by Vendor;
 - (iii) discharges or no interest letters in respect of any security held by any Third Party encumbering Vendor's interest in and to the Assets or any part or portion thereof; and
 - (iv) such other items as may be specifically required hereunder.

2.8 Deliveries by Purchaser at Closing

- (a) At the Closing Time, Purchaser shall deliver, or cause to be delivered, to Vendor and Escrow Agent, the Closing Escrow Agreement, duly executed by Purchaser.
- (b) At the Closing Time, Purchaser shall deliver, or cause to be delivered, to Escrow Agent, to be held in trust in accordance with the Closing Escrow Agreement:

- (i) the General Conveyance, duly executed by Purchaser;
- (ii) the Closing Consideration;
- (iii) the Officer's Certificate, duly executed by Purchaser; and
- (iv) such other items as may be specifically required hereunder.

2.9 Deposit

- (a) Vendor acknowledges the receipt of \$50,000.00 (the "**Deposit**") from Purchaser.
- (b) If Closing occurs, the Deposit and interest earned on the Deposit from the date of payment to the Adjustment Date, shall be retained by Vendor and applied towards the payment of the Purchase Price by Purchaser at Closing.
- (c) Subject to Section 2.1(c), if Closing does not occur, then the Deposit and all interest earned thereon shall be:
 - (i) retained by Vendor, for and on behalf of Vendor, if Closing does not occur because a closing condition set forth in Section 3.2 is not satisfied as a result of one or more breaches by Purchaser of any of the terms or conditions herein contained and the Parties agree that the amount of the Deposit and all interest earned thereon constitutes a genuine pre-estimate by the Parties of the damages that Vendor will suffer should Purchaser wrongfully fail to close the transactions contemplated by this Agreement, having regard to such matters as the nature of the Assets, the size of the Purchase Price, the amount of time between the date hereof and the Closing Time, and the time and expense to be incurred by Vendor. The retention of such Deposit shall satisfy all Losses of Vendor and constitute Vendor's sole remedy in such instance; or
 - (ii) paid within three (3) Business Days by Vendor to Purchaser, in all other cases.

2.10 Allocation of Purchase Price

The Parties shall allocate the Purchase Price as follows:

Petroleum and Natural Gas Rights	\$79,989.00
Tangibles	\$20,000.00
Miscellaneous Interests	\$10.00
<u>Seismic</u>	<u>\$1.00</u>
Total	<u>\$100,000.00</u>

2.11 Interest

At Closing, Purchaser shall pay to Vendor an amount equal to the interest that would have accrued on the:

- (a) Purchase Price, at the Prime Rate, calculated daily and not compounded, from and including the Adjustment Date to and including the day prior to the date hereof, which amount shall constitute an increase to the Purchase Price and shall be allocated to the Petroleum and Natural Gas Rights; and
- (b) Purchase Price less the Deposit, at the Prime Rate, calculated daily and not compounded, from and including the date hereof to and including the day prior to the

Closing Time, which amount shall constitute an increase to the Purchase Price and shall be allocated to the Petroleum and Natural Gas Rights.

ARTICLE 3 CONDITIONS OF CLOSING

3.1 Purchaser's Conditions

The obligation of Purchaser to purchase Vendor's interest in and to the Assets is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Purchaser and may be waived by Purchaser:

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Time;
- (b) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects;
- (c) from the date hereof to the Closing Time, the Assets shall have suffered no material, physical adverse damage or change; and
- (d) Vendor shall have delivered to Purchaser at or prior to Closing discharges or no interest letters in respect of any security held by any Third Party encumbering Vendor's interest in and to the Assets or any part or portion thereof.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Purchaser, at or before the Closing Time, Purchaser may in addition to any other remedies which it may have available to it, rescind this Agreement by written notice to Vendor. If Purchaser rescinds this Agreement, Vendor shall forthwith return the Deposit to Purchaser and Purchaser and Vendor shall be released and discharged from all obligations hereunder except as provided in section 12.15.

3.2 Vendor's Conditions

The obligation of Vendor to sell its interest in and to the Assets is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Vendor and may be waived by Vendor:

- (a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and as of the Closing Time;
- (b) all obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects; and
- (c) all amounts to be paid by Purchaser to Vendor at Closing shall have been paid to Vendor in the form stipulated in this Agreement.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Time, Vendor may in addition to any other remedies which it may have available to it, rescind this Agreement by written notice to Purchaser. If Vendor rescinds this Agreement due to a material default by Purchaser of any of Purchaser's obligations hereunder, Vendor shall be entitled to retain the Deposit as liquidated damages and not as a penalty, with no right to claim further damages or other remedies from Purchaser, and Purchaser and Vendor shall be released and

discharged from all obligations hereunder except as provided in section 12.15. In all other circumstances, the Deposit shall be forthwith returned to Purchaser.

3.3 Efforts to Fulfil Conditions Precedent

Purchaser and Vendor shall proceed diligently and in good faith and use best efforts to satisfy and comply with and assist in the satisfaction and compliance with the conditions precedent. If there is a condition precedent that is to be satisfied or complied with prior to the Closing Time, and if, by the time the condition precedent is to be satisfied or complied with, the Party for whose benefit the condition precedent exists fails to notify the other Party whether or not the condition precedent has been satisfied or complied with, the condition precedent shall be conclusively deemed to have been satisfied or complied with.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Vendor

Purchaser acknowledges that it is purchasing Vendor's interest in and to the Assets on an "as is, where is" basis, without representation and warranty and without reliance on any information provided to or on behalf of Purchaser by Vendor or any Third Party, except that Vendor makes the following representations and warranties to Purchaser, no claim in respect of which shall be made or be enforceable by Purchaser unless written notice of such claim, with reasonable particulars, is given by Purchaser to Vendor within a period of twelve (12) months from the Closing Time:

- (a) Vendor is a corporation duly organized and validly existing under the laws of the jurisdiction of incorporation of Vendor, is authorized to carry on business in the Province in which the Lands are located, and now has good right, full power and absolute authority to sell, assign, transfer, convey and set over the interest of Vendor in and to the Assets according to the true intent and meaning of this Agreement;
- (b) the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders' and directors' actions and will not result in any violation of, be in conflict with or constitute a default under any articles, charter, bylaw or other governing document to which Vendor is bound;
- (c) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with or constitute a default under any term or provision of any agreement or document to which Vendor is party or by which Vendor is bound, nor under any judgment, decree, order, statute, regulation, rule or license applicable to Vendor;
- (d) this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Vendor enforceable against Vendor in accordance with their terms;
- (e) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by Vendor of this Agreement, other than authorizations, approvals or exemptions from requirement therefor, previously obtained and currently in force;
- (f) Vendor has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the transaction to be effected by it for which Purchaser shall have any obligation or liability;

- (g) Vendor is not a non-resident within the meaning of section 116 of the *Income Tax Act* (Canada) and the interest of Vendor in and to the Assets does not constitute all or substantially all the property of Vendor;
- (h) none of the Tangibles has been removed from its location since the date hereof, nor has Vendor alienated or encumbered any such tangible depreciable property and assets since such date;
- (i) Vendor has not alienated or encumbered the Assets or any part or portion thereof, Vendor has not committed and is not aware of there having been committed any act or omission whereby the interest of Vendor in and to the Assets or any part or portion thereof may be cancelled or determined, and except for the Permitted Encumbrances, the Assets are now free and clear of all liens, royalties, conversion rights and other claims of Third Parties, created by, through or under Vendor;
- (j) subject to the satisfaction of the obligations required to maintain the Title Documents in good standing and the Permitted Encumbrances, from and after Closing, Purchaser may enter into and upon, hold and enjoy the Assets for the residue of their respective terms and all renewals or extensions thereof for the Purchaser's own use and benefit, without any lawful interruption of or by Vendor or any Person claiming by, through or under Vendor;
- (k) except as set forth in Schedule "C", none of the interest of Vendor in and to the Assets is subject to any Rights of First Refusal;
- (l) Vendor has not received notice that it has failed to comply with, perform, observe or satisfy any term, condition, obligation or liability which has heretofore arisen under the provisions of any of the Title Documents or any other agreements and documents to which the Assets are subject, where such failure would reasonably be expected to have a material adverse effect on the aggregate value of the Assets;
- (m) Vendor has not received notice of default and, to the knowledge, information and belief of Vendor, is not in any default under any obligation, agreement, document, order, writ, injunction or decree of any court or of any commission or administrative agency, which might result in impairment or loss of the interest of Vendor in and to the Assets or which might otherwise adversely affect the Assets;
- (n) Vendor has not received:
 - (i) any orders or directives which relate to Abandonment and Reclamation Obligations or other environmental matters and which require any work, repairs, construction or capital expenditures with respect to the Assets, where such orders or directives have not been complied with in all material respects; or
 - (ii) any demand or notice issued with respect to the breach of any environmental, health or safety law applicable to the Assets, including, respecting the use, storage, treatment, transportation or disposition of environmental contaminants, which demand or notice remains outstanding on the date hereof;
- (o) no suit, action or other proceeding before any court or governmental agency has been commenced against Vendor or, to the knowledge, information and belief of Vendor, has been threatened against Vendor or any Third Party, which might result in impairment or loss of the interest of Vendor in and to the Assets;

- (p) all ad valorem and property taxes, all production, severance and similar taxes, charges and assessments based upon or measured by the ownership or production of the Leased Substances or any of them or the receipt of proceeds therefor, and all amounts due and payable in connection with Permitted Encumbrances have been paid and discharged;
- (q) in respect of the Assets, except in connection with the AFE's, there are no financial commitments of Vendor which are in excess of \$25,000.00 and which are due as of the date hereof or which may become due by virtue of matters occurring or arising prior to the date hereof, other than usual operating expenses incurred in the normal conduct of operations;
- (r) in respect of the Assets that are operated by Vendor, if any, Vendor holds all valid licenses, permits and similar rights and privileges that are required and necessary under the Regulations to operate the Assets as presently operated and, to Vendor's knowledge, in respect of those of the Assets operated by Third Parties such Third Parties hold all valid licenses, permits and similar rights and privileges that are required and necessary under the Regulations to operate the Assets as presently operated;
- (s) any and all operations of Vendor, and to the knowledge, information and belief of Vendor, any and all operations by Third Parties, on or in respect of the Assets, have been conducted in accordance with good oil and gas industry practices and in material compliance with all applicable laws, rules, regulations, orders and directions of governmental and other competent authorities;
- (t) the Wells and Tangibles operated by Vendor are in good and operable condition, reasonable wear and tear excepted and, to Vendor's knowledge, the Wells and Tangibles operated by Third Parties are in good and operable condition, reasonable wear and tear excepted;
- (u) the Wells drilled by Vendor have been drilled and, if completed, completed and operated in accordance with good oil and gas field practices and in material compliance with the Regulations and in accordance with the Title Documents and in respect of any Wells not drilled by Vendor, this representation and warranty is given to the knowledge, information and belief of Vendor;
- (v) to the knowledge, information and belief of Vendor, all Wells and Tangibles located on the Lands were abandoned in accordance with generally accepted oil and gas industry practices and the material requirements of the Regulations as they existed at the relevant time;
- (w) to the knowledge, information and belief of Vendor, excepting production limits of general application in the oil and gas industry, none of the Wells is subject to production or other penalties imposed by the Title Documents or by any other agreements and documents to which the Assets are subject, or by any laws, rules, regulations, orders or directions of governmental or other competent authorities;
- (x) to its knowledge, Vendor is not obligated by virtue of a prepayment, gas balancing, or other arrangement under any contract to make any production payment or to deliver Petroleum Substances produced from the Assets to any Third Party at some future time without receiving in due course (and being entitled to retain) full payment therefor at current market prices or contract prices;
- (y) Vendor has not assigned or in any other way restricted its right to receive the proceeds from the sale of Petroleum Substances produced from the Lands;

- (z) to the knowledge of Vendor, there are no active area of mutual interest provisions in any of the Title Documents or any other agreements or documents to which the Assets are subject;
- (aa) except as may be identified in the Schedules hereto, to Vendor's knowledge, no obligations have accrued pursuant to the Title Documents that may be satisfied by the drilling of a well, the payment of compensatory royalty or the surrender of some or all of the interests granted, reserved or otherwise conferred pursuant to the Title Documents, other than obligations that have been satisfied (by means other than by the payment of compensatory royalties) or have been permanently waived;
- (bb) Vendor's Licensee Liability Rating and Liability Management Rating equals or exceeds, in each case, 1.0 and, to Vendor's knowledge, will not fall below 1.0 as a result of any licence transfer application(s) submitted or to be submitted in respect of the Assets.
- (cc) Vendor is, and at the Closing Time shall be, a registrant with applicable governmental authorities in the Province of Alberta;
- (dd) Vendor has provided Purchaser, for purposes of Purchaser's due diligence review, with all documents, data, and information in the control of Vendor which is material to the ownership, operation, or maintenance of the Assets;
- (ee) except for the Production Contracts, Vendor is not a party to and Vendor's interest in and to the Assets is not otherwise bound or affected by any: (i) production sales contracts pertaining to the Leased Substances or any of them that cannot be terminated on notice of thirty-one (31) days or less (without an early termination penalty or other cost), or (ii) gas balancing or similar agreements pertaining to the Leased Substances or any of them; and
- (ff) there are no Take or Pay Obligations.

4.2 Representations and Warranties of Purchaser

Purchaser makes the following representations and warranties to Vendor, no claim in respect of which shall be made or be enforceable by Vendor unless written notice of such claim, with reasonable particulars, is given by Vendor to Purchaser within a period of twelve (12) months from the Closing Time:

- (a) Purchaser is a corporation duly organized and validly existing under the laws of the jurisdiction of incorporation of Purchaser, is authorized to carry on business in the Province in which the Lands are located, and now has good right, full power and absolute authority to purchase the interest of Vendor in and to the Assets according to the true intent and meaning of this Agreement;
- (b) the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders' and directors' actions and will not result in any violation of, be in conflict with or constitute a default under any articles, charter, bylaw or other governing document to which Purchaser is bound;
- (c) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with or constitute a default under any term or provision of any agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any judgment, decree, order, statute, regulation, rule or license applicable to Purchaser;

- (d) this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;
- (e) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirement therefor, previously obtained and currently in force;
- (f) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the transaction to be effected by it for which Vendor shall have any obligation or liability;
- (g) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act* (Canada); and
- (h) at Closing, Purchaser will be eligible under all Regulations to accept the transfers of all well, pipeline and facility licences and shall comply with all requirements of governmental authorities in respect of said transfers.

ARTICLE 5 INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES

5.1 Vendor's Indemnities for Representations and Warranties

Vendor shall be liable to Purchaser for and shall, in addition, indemnify Purchaser from and against, all Losses suffered, sustained, paid or incurred by Purchaser which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in section 4.1 been accurate and truthful, provided however that nothing in this section 5.1 shall be construed so as to cause Vendor to be liable to or indemnify Purchaser in connection with any representation or warranty contained in section 4.1 if and to the extent that Purchaser did not rely upon such representation or warranty.

5.2 Purchaser's Indemnities for Representations and Warranties

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor from and against, all Losses suffered, sustained, paid or incurred by Vendor which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in section 4.2 been accurate and truthful, provided however that nothing in this section 5.2 shall be construed so as to cause Purchaser to be liable to or indemnify Vendor in connection with any representation or warranty contained in section 4.2 if and to the extent that Vendor did not rely upon such representation or warranty.

5.3 Time Limitation

No claim under this Article 5 shall be made or be enforceable by a Party unless written notice of such claim, with reasonable particulars, is given by such Party to the Party against whom the claim is made within a period of twelve (12) months from the Closing Time.

ARTICLE 6 PURCHASER'S INDEMNITIES

6.1 General Indemnity

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor from and against, all Losses suffered, sustained, paid or incurred by Vendor which arise out of any matter or thing occurring or

arising from and after the Closing Time and which relates to the Assets, provided however that Purchaser shall not be liable to nor be required to indemnify Vendor in respect of any Losses suffered, sustained, paid or incurred by Vendor which arise out of acts or omissions of Vendor.

6.2 Abandonment and Reclamation

Purchaser shall see to the timely performance of all Abandonment and Reclamation Obligations affecting or pertaining to the Assets which in the absence of this Agreement would be the responsibility of Vendor. Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor from and against, all Losses suffered, sustained, paid or incurred by Vendor should Purchaser fail to timely perform such Abandonment and Reclamation Obligations.

6.3 Environmental Matters

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor from and against, all Losses suffered, sustained, paid or incurred by Vendor which pertain to Environmental Liabilities. Purchaser shall not be entitled to exercise and hereby waives any rights or remedies Purchaser may now or in the future have against Vendor in respect of such Environmental Liabilities, whether such rights and remedies are pursuant to the common law or statute or otherwise, including without limitation, the right to name Vendor as a third party to any action commenced by any Third Party against Purchaser.

6.4 Limitation

Notwithstanding any other provision in this Agreement, Purchaser shall not be liable to nor be required to indemnify Vendor in respect of any losses, costs, claims, damages, expenses and liabilities suffered, sustained, paid or incurred by Vendor in respect of which Vendor is liable to and has indemnified Purchaser pursuant to section 5.1, and Vendor shall not be liable to nor be required to indemnify Purchaser in respect of any losses, costs, claims, damages, expenses and liabilities suffered, sustained, paid or incurred by Purchaser in respect of which Purchaser is liable to and has indemnified Vendor pursuant to section 5.2, in both cases disregarding the time limit set out in section 5.3.

ARTICLE 7 OPERATING ADJUSTMENTS

7.1 Operating Adjustments

Subject to all other provisions of this Agreement, all benefits and obligations of any kind and nature relating to the operation of the Assets conveyed pursuant to this Agreement, excluding income taxes but otherwise including without limitation maintenance, development, operating and capital costs, government incentives and administration fees, royalties and other burdens, and proceeds from the sale of production whether accruing, payable or paid and received or receivable, shall be adjusted between the Parties as of the Adjustment Date in accordance with generally accepted accounting principles, provided that:

- (a) all rentals and similar payments and all property taxes, freehold mineral taxes and other similar taxes (excluding taxes based on income, net revenue or capital) paid, payable or levied on or in respect of the Assets, the ownership thereof or Petroleum Substances produced therefrom or allocated thereto shall be adjusted and apportioned between Vendor and Purchaser on a per diem basis as of the Adjustment Date;
- (b) no adjustments shall be made on account of any royalty tax credits or other similar incentives that accrue to the benefit of either Party; and
- (c) all costs relating to any work performed or goods and services provided in respect of the Assets will be deemed to have accrued as of the date the work was performed or the

goods or services were provided, regardless of the time at which those costs become payable or are paid.

For greater certainty, adjustments in respect of production, if any, shall be made in favour of Vendor in respect of production beyond the wellhead at the Adjustment Date and in favour of Purchaser in respect of all other production.

7.2 Interim and Final Accounting

- (a) Vendor shall provide to Purchaser no later than 5 Business Days prior to the Closing Time a written statement of all such adjustments to be made at Closing, and shall cooperate with Purchaser to enable Purchaser to verify the accuracy of such statement.
- (b) A final accounting of all adjustments pursuant to this Article shall be undertaken by Vendor, in consultation with Purchaser, and delivered to Purchaser within 120 days following the Closing Time (the "Final Statement of Adjustments"). The intention of the Parties is that final settlement shall occur in accordance with the Final Statement of Adjustments, but it is recognized that adjustments may be made after that time. No adjustments shall be made after 1 year from the Closing Time unless written notice of the requested adjustment, with reasonable particulars, is given within one (1) year from the Closing Time, provided however that adjustments arising as a consequence of Crown royalty audits, equalizations and thirteen month adjustments and joint venture audits are not subject to the 1 year limit.

7.3 Audit Rights for Adjustments

- (a) Purchaser may, for a period of 90 days following delivery of the Final Statement of Adjustments, at its own cost, audit the books, records and accounts of Vendor respecting the Assets for the purpose of ascertaining, verifying or effecting adjustments pursuant to this Article. Such audit shall be conducted upon reasonable notice to Vendor at its offices during normal business hours. Vendor shall provide such reasonable access to Purchaser of the books, records and accounts of Vendor as Purchaser may require to complete its audit within such 90 day period.
- (b) Any discrepancies disclosed by such audit shall be identified in writing to Vendor within 60 days following the completion of such audit, and Vendor shall respond in writing to any claims or discrepancies within 60 days of the receipt of such notice of claim or discrepancies.
- (c) To the extent that Vendor and Purchaser are unable to resolve any outstanding claims or discrepancies disclosed by such audit within 30 days of the response of Vendor, such audit exceptions shall be resolved by a nationally or internationally recognized firm of chartered accountants as may be selected by Vendor and Purchaser, which shall be requested to render its decision without qualifications, other than the usual qualifications relating to engagements of this nature, within 14 days after the dispute is referred to it.
- (d) The decision of the accounting firm shall be final and binding upon the Parties and shall not be subject to appeal by any Party. The costs and expenses of the accounting firm shall be borne by the unsuccessful party to any dispute referred to dispute resolution pursuant to this section 7.3. Notwithstanding the foregoing audit period limitation, Purchaser's audit rights under this section 7.3 shall be extended for the time period, and in respect of those books, records and accounts, as may be reasonably necessary to permit Purchaser to verify refunds or payments to be received or made by it pursuant to section 7.1.

ARTICLE 8
MAINTENANCE OF ASSETS AND POST-CLOSING ADMINISTRATION

8.1 Maintenance of Assets

Until the Closing Time, Vendor shall, to the extent that the nature of its interest permits, and subject to the Title Documents and any other agreements and documents to which the Assets are subject:

- (a) maintain the Assets in a proper and prudent manner in accordance with good oil and gas industry practices and in material compliance with all applicable laws, rules, regulations, orders and directions of governmental and other competent authorities;
- (b) pay or cause to be paid all costs and expenses relating to the Assets which become due from the date hereof to the Closing Time; and
- (c) perform and comply with all covenants and conditions contained in the Title Documents and any other agreements and documents to which the Assets are subject.

8.2 Consent of Purchaser

Notwithstanding section 8.1, Vendor shall not, without the written consent of Purchaser, which consent shall not be unreasonably withheld by Purchaser and which, if provided, shall be provided in a timely manner:

- (a) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Assets of which Vendor's share is in excess of \$25,000.00, except in case of an emergency or in respect of amounts which Vendor may be committed to expend or be deemed to authorize for expenditure without its consent;
- (b) surrender or abandon any of the Assets;
- (c) amend or terminate any Title Document or any other agreement or document to which the Assets are subject, or enter into any new agreement or commitment relating to the Assets; or
- (d) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof excepting sales of the Leased Substances or any of them in the normal course of business.

8.3 Post-Closing Administration

- (a) Following Closing, Vendor shall hold legal title to the Assets on behalf of Purchaser until all necessary notifications, registrations and other steps required to transfer such title to Purchaser have been completed. Until Purchaser is novated with respect to the interest of Vendor in and to the Assets, into the Title Documents and any other agreements and documents to which the Assets are subject, Vendor shall act as Purchaser's agent (including to serve operation notices and authorizations for expenditure) as Purchaser reasonably and lawfully directs.
- (b) Following Closing, Vendor shall represent Purchaser in all matters arising under the Title Documents until Purchaser is substituted as a party thereto in the place of Vendor, whether by novation, notice of assignment or otherwise and, in furtherance thereof:
 - (i) all payments relating to the Assets after Closing received by Vendor pursuant to the Title Documents shall be received and held by Vendor in trust for Purchaser

and Vendor shall remit such amounts to Purchaser within 30 days of receipt by Vendor, provided however Vendor shall be entitled to retain any portion of such payments to satisfy any amounts owing by Purchaser to Third Parties which accrued under the Title Documents after the Adjustment Date;

- (ii) Purchaser shall promptly forward to Vendor, within the time frame required under the applicable Title Document so as to give Purchaser an adequate time period within which to respond, any cash call advances, operating fund payments or other advances required to be paid by Purchaser pursuant to the Title Documents which Vendor shall forward to the operator under the relevant Title Documents on behalf of Purchaser. Purchaser shall be responsible for the recoupment of any portion of such costs which are the responsibility of Third Parties under any Title Document;
 - (iii) Vendor shall on a timely basis forward all statements, notices and other information received by it pursuant to the Title Documents that pertain to the Assets to Purchaser following their receipt by Vendor; and
 - (iv) Vendor shall on a timely basis forward to Third Parties to the Title Documents such notices and elections pursuant to the Title Documents pertaining to the Assets as Purchaser may reasonably request.
- (c) Following Closing, in any case where Purchaser must be novated into, or recognized as a party to, an operating agreement or agreements governing any of the Assets, the following provisions shall apply with respect to those Assets until the novation has occurred:
- (i) Vendor shall maintain the Assets on behalf of Purchaser at Purchaser's sole cost and expense;
 - (ii) Vendor shall not initiate any operation in respect of the Assets except upon the written instruction of Purchaser or as required by the Regulations; and
 - (iii) Vendor shall forthwith provide to Purchaser all authorizations for expenditure, notices, specific information and other documents in respect of the Assets which it receives and shall respond to such authorizations for expenditure, notices, information and other documents pursuant to the written instructions of Purchaser, if received on a timely basis, provided that Vendor may (but shall not be obligated to) refuse to follow instructions which it reasonably believes to be unlawful or in conflict with an applicable contract.
- (d) If and to the extent that Vendor holds or maintains any Assets and takes actions with respect to any Assets on behalf of Purchaser pursuant to this section 8.3, then Vendor shall hold the same as bare trustee and be deemed to be the agent of Purchaser in such regard. Purchaser does hereby and shall ratify all actions taken by Vendor or refrained to be taken by Vendor pursuant to the terms of this section 8.3 in such capacity, with the intention that all such actions shall be for all purposes deemed to be those of Purchaser.

8.4 Interim Matters

- (a) Unless otherwise directed by Purchaser, in respect of the Assets, Vendor shall pay on behalf of Purchaser all rentals for freehold surface leases which are due and payable on or before the last day of the second month following the Closing Time. Vendor shall pay all rentals and shut-in royalty payments for freehold mineral leases which are due and payable on or before the last day of the second month following the Closing Time.

Responsibility for payment of Crown mineral and surface lease rentals shall be as determined by the automated debit system of the Alberta Energy Regulator and shall be dependent upon the date the Alberta Energy ETS e-transfers are processed.

- (b) Vendor will be responsible for production accounting for the production month in which Closing occurs. Purchaser shall be responsible for production accounting after such date.
- (c) Vendor will be responsible for marketing all production from the Assets to the last day of the month following the month in which Closing occurs. Purchaser shall be responsible for marketing of production after such date. Vendor shall be entitled to market all such production in accordance with its current marketing policies and agreements pertaining to the Assets, if any, and shall pay all amounts received on behalf of Purchaser in accordance with the Final Statement of Adjustments.
- (d) Purchaser will be responsible for the payment of all freehold mineral taxes effective the 1st day of the month following the Closing Time.

ARTICLE 9 RIGHTS OF FIRST REFUSAL

9.1 Rights of First Refusal

- (a) Vendor has identified which of the Assets are subject to operative Rights of First Refusal, and has set forth these Rights of First Refusal in Schedule "C" (the "ROFR Assets"). Within two (2) Business Days of the execution and delivery of this Agreement, Purchaser shall advise Vendor in writing of its bona fide allotment of value for the ROFR Assets, taking into account both their value and any Environmental Liabilities associated therewith (collectively, the "ROFR Values"), and shall provide an appropriate proportionate allocation between Petroleum and Natural Gas Rights, Tangibles and Miscellaneous Interests. No later than one (1) Business Day after it receives the ROFR Values of Purchaser, Vendor shall comply with all applicable Rights of First Refusal provisions and shall courier notices to the holders of such Rights of First Refusal in a form acceptable to Purchaser acting reasonably, using the ROFR Values as the purchase prices for such ROFR Assets.
- (b) Vendor shall notify Purchaser in writing forthwith upon any Third Party exercising or waiving its Right of First Refusal. If a Third Party holder of a Right of First Refusal elects to exercise its Right of First Refusal, the definition of Assets herein shall thereupon be deemed to be amended to exclude the ROFR Assets of such Third Party, and such ROFR Assets shall not be conveyed to Purchaser (the "Excluded ROFR Assets"). In such event, Vendor shall proceed to sell such Excluded ROFR Assets to such Third Party upon essentially the same terms and conditions as contained in this Agreement and for a purchase price equivalent to the ROFR Value set forth in such Third Party's Right of First Refusal notice.
- (c) Regardless of whether or when the transfers or sales of the Excluded ROFR Assets referred to in section 9.1(b) above are consummated and regardless of whether Vendor receives any payment from the Third Parties for such Excluded ROFR Assets, or not, Purchaser shall continue to assume all Environmental Liabilities associated with the remaining Assets as provided herein, and Vendor shall pay to Purchaser a sum equal to the aggregate of all ROFR Values of all of the ROFR Excluded Assets as compensation to Purchaser for Purchaser's continued assumption of all such Environmental Liabilities without the offsetting value Purchaser would otherwise have obtained through its acquisition of the Excluded ROFR Assets.

- (d) The payment by Vendor to Purchaser set forth in section 9.1(c) shall be by bank draft or certified cheque in one lump sum payable to Purchaser and shall be delivered to Purchaser no later than 2:00 p.m. in Calgary, Alberta on the earlier of:
 - (i) the date that is two (2) Business Days following the date on which Vendor has closed all transactions transferring all of the Excluded ROFR Assets to the Third Parties who exercised their ROFRs; and

April 1, 2017.
- (e) The Parties acknowledge and agree that the payment obligations of the Vendor set forth in section 9.1(c) and (d) above shall survive the Closing of this Transaction and shall continue in full force and effect until such time as all amounts payable by Vendor have been fully and completely paid to Purchaser.

ARTICLE 10 PRE-CLOSING INFORMATION

10.1 Production of Documents

- (a) At all reasonable times from the date hereof until the Closing Time, Vendor shall make available to Purchaser and Purchaser's counsel in Vendor's offices in Calgary the following information pertaining to the Assets to which Vendor has possession or to which it has access:
 - (i) all documents of title, material correspondence and other documents which Vendor is legally permitted to disclose relating to Vendor's title to the Assets, including the Title Documents and any and all documents that comprise the Miscellaneous Interests; and
 - (ii) all documents and information relevant to the Assets and any documents in Vendor's possession pertaining to the environmental condition of the Assets;

to enable Purchaser to carry out its due diligence, subject always to contractual restrictions imposed upon Vendor relating to disclosure.
- (b) To the extent reasonably requested by Purchaser, Vendor shall provide Purchaser with reasonable access, during normal business hours, to the Lands and Tangibles (to the extent that the same are under the control of Vendor), at Purchaser's sole cost and expense, to enable Purchaser to carry out its due diligence of the environmental condition of the Assets.
- (c) Purchaser agrees to comply fully with all rules, regulations, and instructions issued by Vendor or its agents regarding Purchaser's actions while upon, entering, or leaving the Lands or Vendor's offices.

ARTICLE 11 TITLE DEFECTS

11.1 Title Deficiencies

From time to time, as soon as reasonably practicable after determination, and in any event no later than five (5) Business Days before the Closing Time, Purchaser shall notify Vendor in writing of all Title Defects. Such notice shall include a description of each Title Defect and the interests affected thereby, the value allocated by Purchaser acting reasonably to each affected interest and the amount, in

Purchaser's opinion acting reasonably, by which the value of each affected interest has been reduced by the Title Defect. Failure to include a Title Defect in a written notice shall be deemed to be a waiver of such defect or omission for the purposes of this section 11.1.

11.2 Rectification by Vendor

Prior to the Closing Time, Vendor shall use all reasonable efforts to cure or rectify the Title Defects of which Purchaser gives notice pursuant to section 11.1. If any such Title Defects are not cured or removed at or prior to the Closing Time:

- (a) where the cumulative amount by which the value of the affected interests has been reduced is, in Purchaser's opinion acting reasonably, less than \$50,000, Purchaser shall complete the purchase of Vendor's interest in and to the Assets without adjustment of the Purchase Price on account of such Title Defects;
- (b) where the cumulative amount by which the value of the affected interests has been reduced is, in Purchaser's opinion acting reasonably, \$50,000 or more:
 - (i) the Parties may delay Closing to a mutually agreeable time and date, in which case:
 - 1. Vendor shall make further attempts to cure or remove the Title Defects; and
 - 2. when such mutually agreeable time and date arrives, the elections pursuant to this section 11.2 shall once again be made;
 - (ii) Purchaser may waive the uncured Title Defects, in which case all of Vendor's interest in and to the Assets shall be purchased by Purchaser without an adjustment to the Purchase Price; or
 - (iii) either Vendor or Purchaser may terminate this Agreement upon written notice to the other Party and the Parties shall have no further obligation to each other hereunder, except for obligations arising pursuant to section 12.15.

11.3 Value Disputes

If Vendor disagrees with the value allocated by Purchaser to an affected interest, the Parties shall forthwith meet in good faith to discuss the issue. If after such a meeting the issue has not been resolved or if a Party does not forthwith meet to discuss the issue, the issue shall be resolved by a single arbitrator pursuant to the provisions of the *Arbitration Act* (Alberta). The decision of the arbitrator shall be final and shall not be subject to review. All costs of arbitration shall be borne by the Parties equally. Closing shall proceed based upon the value allocated by Purchaser. Forthwith after the decision of the arbitrator has been rendered, if the value determined by the arbitrator differs from the value allocated by Purchaser, the Parties shall forthwith make an adjustment between themselves to reflect the decision of the arbitrator.

ARTICLE 12 GENERAL

12.1 Further Assurances

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

12.2 No Merger

The covenants, representations, warranties and indemnities contained in this Agreement shall be deemed to be restated in any and all assignments, conveyances, transfers and other documents conveying the interests of Vendor in and to the Assets to Purchaser, subject to any and all time and other limitations contained in this Agreement. There shall not be any merger of any covenant, representation, warranty or indemnity in such assignments, conveyances, transfers and other documents notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.

12.3 Entire Agreement

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. No amendments shall be made to this Agreement unless in writing, executed by the Parties. This Agreement supersedes all other agreements, documents, writings and verbal understandings among the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

12.4 Subrogation

The assignment and conveyance to be effected by this Agreement is made with full right of substitution and subrogation of Purchaser in and to all covenants, representations, warranties and indemnities previously given or made by others in respect of the Assets or any part or portion thereof.

12.5 Governing Law

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

12.6 Enurement

This Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be unreasonably and arbitrarily withheld. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

12.7 Time of Essence

Time shall be of the essence in this Agreement.

12.8 Notices

The addresses for service and the email address of the Parties shall be as follows:

Vendor -	ENERPLUS CORPORATION The Dome Tower Suite 3000, 333 – 7 Avenue SW Calgary, AB T2P 2Z1
Attention:	Vice President, Business Development
Email:	DFitzgerald@enerplus.com

Purchaser - ROBUS RESOURCES INC.
5502 28A Avenue
Camrose, AB T4V 3A4

Attention: Ernie Methot, Director
Email: robusresources@gmail.com

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

- (a) by personal service on a Party at the address of such Party set out above, in which case the item so served shall be deemed to have been received by that Party when personally served;
- (b) by electronic transmission to a Party to the email address of such Party set out above, in which case the item so transmitted shall be deemed to have been received by that Party when transmitted; or
- (c) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by mailing first class registered post, postage prepaid, to a Party at the address of such Party set out above, in which case the item so mailed shall be deemed to have been received by that Party on the third Business Day following the date of mailing (the date of mailing being the Business Day immediately prior to the postmarked date of the envelope containing the notice, communication or statement or if the subject envelope has been lost or destroyed, the date of such notice, communication or statement or if undated the date of the transmittal letter accompanying the same).

A Party may from time to time change its address for service or its email address or both by giving written notice of such change to the other Party.

12.9 Operatorship

Purchaser acknowledges that Vendor is unable to assign to Purchaser operatorship of the Assets, if any, operated by Vendor and in respect of which Vendor does not have a 100% interest. Vendor shall, however, use reasonable efforts to assist Purchaser in its attempts to obtain operatorship.

12.10 Limit of Liability

In no event shall the liability of Vendor to Purchaser in respect of claims of Purchaser arising out of or in connection with this Agreement exceed, in the aggregate, the amount of \$1,000,000.

12.11 Invalidity of Provisions

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

12.12 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver of any provision of this Agreement, including without limitation, this section, shall be effective otherwise than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of the Party making such waiver.

12.13 Amendment

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

12.14 Agreement not Severable

This Agreement extends to the whole of the Assets and is not severable without Purchaser's express written consent or as otherwise herein provided.

12.15 Confidentiality and Public Announcements

Until Closing has occurred, each Party shall keep confidential all information obtained from the other Party in connection with the Assets and shall not release any information concerning this Agreement and the transactions herein provided for, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information (i) to any governmental agency or regulatory authority or to the public if required by applicable law, provided that the Parties shall advise each other in advance of any public statement which they propose to make, (ii) in connection with obtaining consents or complying with preferential, pre-emptive or first purchase rights contained in Title Documents and any other agreements and documents to which the Assets are subject, or (iii) to procure the consent of Vendor's lenders.

12.16 Non-Solicitation

Purchaser will not solicit for hire or employment, directly or indirectly, any officer or employee of Vendor. This prohibition shall not apply to: (i) solicitations made to the public or the industry generally; (ii) solicitations made by an employee search firm so long as Purchaser did not direct or encourage such search firm to solicit officers or employees of Vendor; or (iii) Purchaser employing any such person who contacts Purchaser on his or her own initiative in the course of (i) or (ii) above.

12.17 AER LTA Audit

If:

- (a) Purchaser reviews Vendor's Well and/or Facility records prior to the Closing Time; or
- (b) the AER conducts a transfer audit upon submission of the LTA,

(each a "**Records Audit**"), and either such Records Audit discloses:

- (i) any licensed Well or Facility site deficiencies; or
- (ii) any licensed pipeline records deficiencies, as set out in AER Bulletin 2015-34,

for which an engineering assessment or any other rectification or corrective action, inspection, test, preparation or delivery to the AER is required prior to AER approval of the LTA (the "**Rectification Requirements**"), then all such Rectification Requirements shall be forthwith performed by Vendor and all costs and expenses associated therewith shall be borne by Vendor. Vendor shall have sole authority to undertake the necessary Rectification Requirements and Purchaser shall reasonably cooperate with Vendor with respect to same.

12.18 Counterpart Execution

This Agreement may be executed in counterpart, no one copy of which need be executed by Vendor and Purchaser. A valid and binding contract shall arise if and when counterpart execution pages are executed and delivered by Vendor and Purchaser.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

ENERPLUS CORPORATION

Per: _____

Name:

Dan Fitzgerald

Title:

VP Business Development

Per: _____

Name:

David A. McCoy

Title:

**Vice-President,
General Counsel & Corporate Secretary**

ROBUS RESOURCES INC.

Per: _____

Name:

ERNIE METHOT

Title:

PRESIDENT

Per: _____

Name:

Title:


SCHEDULE "A" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE MADE AS OF THE 9th DAY OF DECEMBER, 2016 BETWEEN ENERPLUS CORPORATION AND ROBUS RESOURCES INC.

Project Selection Criteria

Report Parameters

DOI Partners :	ALL					
Sort Order :	Land Description					
Acres/Hectares :	Acres					
Show Contracts : Y	Show Mineral : Y	Show AFE : Y	Show PSU : Y	Show Agreement : Y	Show Surface : Y	Show Cost Center : Y
Show Facility : Y	Show Functional Units : Y	Show Fee Lands : Y	Show Tract : Y	Show Units : Y	Show Wells : Y	

This is Exhibit "D" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

AMENDING AND INTERIM PERIOD AGREEMENT

THIS AGREEMENT made effective the 5th day of April, 2017.

BETWEEN:

ENERPLUS CORPORATION, a body corporate,
having offices in Calgary, Alberta (the "**Vendor**")

- and -

ROBUS RESOURCES INC., a body corporate,
having offices in Calgary, Alberta (the "**Purchaser**")

WHEREAS the Parties entered into a Purchase and Sale Agreement dated December 9, 2016 (the "**Sale Agreement**");

AND WHEREAS the Parties wish to amend the Adjustment Date, Closing Time and Escrow Deadline as set out in the Sale Agreement;

AND WHEREAS the Parties wish to address certain matters regarding the interim period including: (I) the concerns expressed by the Landowner to the AER in relation to, *inter alia*, the Nordin Lands; and (II) the obligation of the Vendor to increase production and lower the operating costs associated with the Assets following the date hereof and up to the date of termination of the Closing Escrow Agreement;

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties have agreed as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Amending Agreement the following terms shall have the following meanings:

- (a) "**AER**" means the Alberta Energy Regulator;
- (b) "**Amending Agreement**" means this amending and interim period agreement;
- (c) "**Landowner**" means Mr. Shane Nordin;
- (d) "**Nordin Lands**" means SW 22 & NE 16-49-21-W4M; and
- (e) "**Party**" means a party to this Amending Agreement and "**Parties**" means both parties to this Amending Agreement.

Except as otherwise defined herein, all other capitalized terms used in this Amending Agreement shall have the same meaning as given in the Sale Agreement.

**ARTICLE 2
AMENDMENTS TO SALE AGREEMENT**

2.1 Amendments

The Sale Agreement is hereby amended as follows:

- (a) Section 1.1(b) is deleted in its entirety and the following inserted in its place:
 "Adjustment Date" means the hour of 8:00 a.m. (Calgary time), on December 1, 2016; "
- (b) Section 1.1(l) is deleted in its entirety and the following inserted in its place:
 "Closing Time" means the hour of 10:00 a.m. (Calgary time) on April 5, 2017; "
- (c) Section 1.1(q) is deleted in its entirety and the following inserted in its place:
 "Escrow Deadline" means 4:00 p.m. (Calgary time) on the 120th day following the Closing Time; "

Except as otherwise amended herein, the Sale Agreement is in all respects ratified and confirmed, and all terms, provisions, and covenants thereof shall remain in full force and effect.

**ARTICLE 3
INTERIM PERIOD**

3.1 Statement of Concern

- (a) Vendor acknowledges and agrees that it shall, cooperatively with Purchaser, work to resolve all concerns expressed by the Landowner in relation to the Nordin Lands and any associated well licenses or approvals. In particular and without limiting the generality of the foregoing, to the extent that the AER or any other governmental authority or regulatory body imposes any conditions on Vendor or Purchaser in relation to the assignment of the Nordin Lands to Purchaser, Vendor agrees to make commercially reasonable efforts to: (i) perform all necessary work required by the AER or other such governmental authority or regulatory body in accordance with good industry practices; and (ii) bear all costs and expenses associated therewith.
- (b) Vendor and Purchaser acknowledge and confirm that Vendor has retained, or will retain (at Vendor's sole cost), outside legal counsel to represent the mutual interests of Vendor and Purchaser in relation to the AER process pertaining to the Landowner and the Nordin Lands.
- (c) If Vendor fails to satisfy its obligations provided for in Sections 3.1(a) and 3.1(b) hereof, within a reasonable time following the date hereof or, as applicable, the dates such conditions are imposed by the AER or other governmental authority or regulatory body, Purchaser may, at its option, undertake to resolve such concerns or otherwise deal with the Landowner, and Vendor shall pay Purchaser any and all reasonable costs and expenses of Purchaser in so doing, including legal fees and expenses (on a full indemnity solicitor-client basis) incurred by Purchaser.
- (d) The provisions of this Article 3 shall apply *mutatis mutandis* to any other conditions imposed by the AER or other governmental authority or regulatory body arising in relation to a statement of concern filed with the AER or any similar filing or notice filed with any

governmental authority or regulatory body in relation to the transactions contemplated by the Sale Agreement.

3.2 Interim Operation Covenants

- (a) Without limiting the rights and obligations of the Parties under Section 8.1 and Section 8.2 of the Sale Agreement, following the date hereof and up to the date of the termination of the Closing Escrow Agreement, Vendor shall, acting reasonably and in good faith, cooperate with Purchaser to: (i) optimize the production of Petroleum Substances from the Assets; and (ii) limit the operating expenditures associated with the Assets. For certainty, Vendor and Purchaser shall agree in writing to any operation, activity or material expenditure contemplated by this Section 3.2(a) prior to the commencement thereof.
- (b) The Parties acknowledge, confirm and agree that the interim statement of adjustments attached hereto as Exhibit A shall be the written statement describing all adjustments to be made at Closing as contemplated by Section 7.2(a) of the Sale Agreement.
- (c) Vendor shall use reasonable commercial efforts to minimize any further adjustments which would be reflected in the Final Statement of Adjustments contemplated by Section 7.2(b) of the Sale Agreement.

ARTICLE 4 GENERAL

4.1 Further Assurances

Each Party agrees to furnish upon request to each other such further information, to execute and deliver to each other such other documents, and to do such other acts and things, all as the other Parties may reasonably request for the purpose of carrying out the intent of this Amending Agreement and the transactions contemplated hereby.

4.2 Conflict

In the event of any conflict between this Amending Agreement and the Agreement, this Amending Agreement shall prevail.

4.3 Governing Law

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

4.4 Enurement

This Amending Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be unreasonably and arbitrarily withheld. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

4.5 Counterpart Execution

This Amending Agreement may be executed by multiple counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. Delivery of an executed signature page to this Amending Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Amending Agreement by such Party.

[Signature Page Follows]

IN WITNESS WHEREOF this Amending Agreement has been duly executed by each Party as of the date first above written.

ENERPLUS CORPORATION

Per: _____

Name:

Title:

ROBUS RESOURCES INC.

Per:  _____

Name: Ernie Methot

Title: President

Per:

Name:

Title:

IN WITNESS WHEREOF this Amending Agreement has been duly executed by each Party as of the date first above written.

ENERPLUS CORPORATION

Per. _____

Name:

Title:

John Hoffman

Vice President Canadian Operations

Per. _____

Name:

Title:

Dan Fitzgerald

VP Business Development

ROBUS RESOURCES INC.

Per. _____

Name: Ernie Methot

Title: President

EXHIBIT A
INTERIM STATEMENT OF ADJUSTMENTS
(Attached)

ener

3000, 333 - 7th Avenue SW
Calgary, Alberta T2P 2Z1

**Agreement of Purchase and Sale
DATED as of the 9th day of December, 2016.**

**With
ROBUS RESOURCES INC**

Interim Statement of Adjustments

**Effective Date: December 1, 2016
Closing Date: May 31, 2017**

PURCHASE PRICE

P&NG Rights	\$	79,989.00
Tangibles	\$	20,000.00
Miscellaneous Interests	\$	10.00
Selamie	\$	1.00
GST (5% on Tangible Assets)	\$	1,000.05
Minus - Deposit Received on Dec 22, 2016	\$	(50,000.00)
Balance:	\$	51,000.05


INTERIM STATEMENT OF ADJUSTMENTS

Schedule

A	Capital Expenditures	\$	125,262.46
B	Net Operating Revenue Dec 2016 to May 2017 - EST	\$	(886,955.78)
C	Inventory	\$	116,848.91
D	Property Tax	\$	903,100.22
E	AB Admin Fees and Orphan Fund Levy	\$	141,425.00
F	Mineral Lease Rental Adjustment	\$	71,244.31
G	Surface Lease Rental Adjustment - Operated	\$	1,022,032.13
G	Surface Lease Rental Adjustment - Non-Op	\$	19,568.31
H	Interest	\$	747.12
	Total Accounting Adjustments:	\$	1,503,270.66

Total Amount Due to Enerplus Corporation at Close: \$ 1,554,270.73

This is Exhibit "E" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

SECOND AMENDING AND TRANSFER AGREEMENT

THIS AGREEMENT made effective the 17th day of November, 2017.

BETWEEN:

ENERPLUS CORPORATION, a body corporate, having
an office in the City of Calgary, in the Province of Alberta
(the "**Vendor**")

- and -

ROBUS RESOURCES INC., a body corporate, having an
office in the city of Calgary, in the Province Alberta (the
"**Purchaser**")

WHEREAS the Parties entered into a Purchase and Sale Agreement dated December 9, 2016 (the "**Sale Agreement**");

AND WHEREAS the Parties entered into an Amending and Interim Period Agreement dated April 5, 2017 to amend certain provisions of the Sale Agreement and to address certain Interim period matters ("**First Amending Agreement**") and an Extension Agreement dated effective August 1, 2017 ("**Extension Agreement**") and a Second Extension Agreement dated effective September 29, 2017 ("**Second Extension Agreement**") which together have extended the Escrow Deadline;

AND WHEREAS the Parties wish to further amend certain provisions of the Sale Agreement, provide for the transfer of the Assets, reserving to Vendor a 1% working Interest which 1% working interest will be transferred to Purchaser in tranches at later dates as certain conditions are met, and provide for the mechanisms to complete such transfers from Vendor to Purchaser, completing the transaction as contemplated in the Sale Agreement, as amended;

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties have agreed as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Second Amending Agreement the following terms shall have the following meanings:

- (a) "**1% Retained Interest**" means an undivided entire 1% working interest in the Assets in which Vendor holds a working interest, specifically excluding the Royalty Interest;
- (b) "**AER LTA Submission Deadline**" means the date that is 24 months from the date hereof, which date shall be extended by 180 days for every 6 LMA Wells abandoned in addition to the Statement of Concern Wells, provided that the extension shall only apply upon the abandonment of all Statement of Concern Wells;
- (c) "**Escrow Funds**" has the meaning ascribed to it in the Escrow Agreement;

- (d) **"Joint Operating Agreement"** means the agreement dated as of the date hereof whereby the Parties provide for the operation of the Lands in which they jointly hold a working interest;
- (e) **"LMA Wells"** has the meaning ascribed in the Joint Operating Agreement;
- (f) **"Management Services Agreement"** means the agreement dated as of the date hereof whereby the Parties provide for Purchaser to provide certain services to Vendor in respect of the Transferred Assets and the Retained Assets;
- (g) **"Party"** means a party to this Second Amending Agreement and **"Parties"** means both parties to this Second Amending Agreement;
- (h) **"Retained Assets"** means the 1% Retained Interest;
- (i) **"Royalty Interest"** means in respect of the Lands, Vendor's entire interest in any royalty interest payable to Vendor as set out in Schedule "A" to the Sale Agreement;
- (j) **"Second Amending Agreement"** means this second amending and transfer agreement;
- (k) **"Statement of Concern Wells"** has the meaning ascribed in the Joint Operating Agreement;
- (l) **"Transferred Assets"** means the Assets, excluding in all respects the 1% Retained Interest and the Royalty Interest;
- (m) **"Trust Agreement"** means the form of agreement set out in Schedule "B"; and
- (n) **"Vendor Abandonment Fund"** means Nine Hundred Thousand Dollars (\$900,000.00).

Except as otherwise defined herein, all other capitalized terms used in this Second Amending Agreement shall have the same meaning as given in the Sale Agreement.

1.2 Schedules

There are appended to this Second Amending Agreement the following schedule(s) pertaining to the following matters:

Schedule "A" – Trust Agreement

Schedule "B" – PNG General Rights Conveyance – Purchaser to Vendor

Schedule "C" – PNG General Rights Conveyance – Vendor to Purchaser (Tranche 2)

PNG General Rights Conveyance – Vendor to Purchaser (Tranche 3)

PNG General Rights Conveyance – Vendor to Purchaser (Remainder)

Such schedules are incorporated herein by reference as though contained in the body hereof. Wherever any term or condition of such schedules conflicts or is at variance with any term or condition in the body of this Second Amending Agreement, such term or condition in the body of this Second Amending Agreement shall prevail.

1.3 Entire Agreement

The Sale Agreement, First Amending Agreement, Extension Agreement and Second Extension Agreement and this Second Amending Agreement shall together all constitute the Sale Agreement, which is hereby ratified and confirmed.

ARTICLE 2 AMENDMENTS TO SALE AGREEMENT

2.1 Amendments to Sale Agreement

The Sale Agreement is hereby amended as follows:

- (a) Section 1.1(b) is deleted in its entirety and the following inserted in its place:

"Adjustment Date" means the hour of 8:00 a.m. (Calgary time), on the date of the Second Amending Agreement;
- (b) All references to "Closing Time" in the Sale Agreement are deleted and replaced with "date of the Second Amending Agreement";
- (c) Section 2.6(a) is deleted in its entirety and replaced with the following:

"At Closing, the aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be:

 - (i) the Purchase Price less the Deposit; and
 - (ii) plus \$900,000, which is for pre-paid property tax, lease rentals, any other pre-paid expenditures and the GST applicable to the Purchase Price,

((i) and (ii) collectively, the **"Closing Consideration"**).

The Parties that there shall be no adjustments to the Purchase Price at Closing, except as provided for in this section 2.6(a)."; and
- (d) Section 12.6 is amended to add as the second sentence: "Notwithstanding the foregoing, Robus may charge, encumber or otherwise assign this Agreement with written notice to, but without the consent of Enerplus, as security for Indebtedness.".

Except as otherwise amended herein, the Sale Agreement is in all respects ratified and confirmed, and all terms, provisions, and covenants thereof shall remain in full force and effect.

ARTICLE 3 TRANSFER OF ASSETS

Notwithstanding anything to the contrary in the Sale Agreement or the First Amending Agreement, the Parties hereby confirm that the transfer of the Assets from Vendor to Purchaser shall be completed pursuant to the terms and conditions hereof.

3.1 Transfer of Assets

Notwithstanding anything contained in Article 2 of the Sale Agreement, the Parties have agreed that concurrently with the execution hereof, Vendor hereby sells, assigns, transfers, conveys and sets over to Purchaser, and Purchaser hereby purchases from Vendor the Royalty Interest and

the Transferred Assets and the Parties shall execute the Trust Agreement whereby the Vendor shall, subject to Article 4 hereof, hold a 100% beneficial interest in and to the Transferred Assets in trust for Purchaser on the terms and conditions thereof.

3.2 Closing Documents

Concurrently with the execution hereof:

- (a) Vendor and Purchaser shall execute and deliver the General Conveyance, Officer Certificates and any discharges or no interest letters, for the transfer of the beneficial interest in and to the Transferred Assets;
- (b) Vendor shall retain the Deposit plus any interest thereon;
- (c) Vendor and Purchaser shall execute the Joint Instruction to authorize: (i) the Closing Consideration (the total amount of \$950,000) to be released by the Escrow Agent to the Vendor, (ii) the release of the remainder of the Escrow Funds by the Escrow Agent to the Purchaser, and (iii) the termination of the Escrow Agreement;
- (d) Vendor and Purchaser shall execute and deliver the Trust Agreement, the PNG and General Rights Conveyance – Vendor to Purchaser and the PNG and General Rights Conveyance – Purchaser to Vendor;
- (e) Vendor and Purchaser shall execute and deliver the Joint Operating Agreement; and
- (f) Vendor and Purchaser shall execute and deliver the Management Services Agreement.

3.3 Purchase Price

- (a) The Parties agree that as of the date hereof, the entire Closing Consideration shall be fully satisfied by Purchaser pursuant to the provisions of section 2.6 of the Sale Agreement. The Parties acknowledge, confirm and agree that the amount payable by Purchaser concurrently with the execution and delivery herewith by way of a release of a portion of the Escrow Funds to Purchaser shall be \$950,000 which represents the full, complete and final satisfaction by Purchaser of the payment of the Closing Consideration.
- (b) The Parties acknowledge, confirm and agree that there will be no statement of adjustments (and accordingly, no adjustment to the Purchase Price, except as provided for in subsection 2.6(a) in the Sale Agreement) as the Adjustment Date is agreed to be the same as the Closing Time.
- (c) The Parties acknowledge, confirm and agree the Vendor Abandonment Fund shall be utilized by the Vendor for liability management activities related to certain wells that form part of the Transferred Assets, as more fully set out and described in the Joint Operating Agreement.

ARTICLE 4 RIGHTS OF FIRST REFUSAL

4.1 Rights of First Refusal

- (a) The Parties acknowledge and agree that the Right of First Refusal notices ("ROFR Notices") that were issued previously pursuant to the Sale Agreement have expired and that such notices must be reissued pursuant to the terms of the applicable agreements and as provided for in Article 9 of the Sale Agreement.

- (b) Within two (2) Business Days of the execution and delivery of this Agreement, the Vendor shall re-issue the ROFR Notices applicable to the Transferred Assets in the same form and for the same ROFR Value as previously issued.
- (c) Any assets that are subject to a ROFR Notice that is validly exercised shall be removed from the Trust Agreement and shall no longer form part of the Transferred Assets, and the provisions of Article 9 of the Sale Agreement shall apply.

ARTICLE 5 RETAINED ASSETS

5.1 Transfer of Retained Assets

- (a) It is acknowledged and agreed that it is the intent of the Parties that all of the legal and beneficial interest in and to the Retained Assets, is to eventually transfer from Vendor to Purchaser and that upon such transfer the Trust Agreement shall be terminated and the Purchaser will thereafter hold the entire legal and beneficial interest in and to the Assets.
- (b) With the cooperation and coordination of Vendor, in accordance with the Joint Operating Agreement and the Management Services Agreement, Purchaser shall work diligently to improve the condition and operation of the Retained Assets and the Transferred Assets in order to ensure the legal interest in and to all of the Assets will be approved for transfer from Vendor to Purchaser by the AER.
- (c) There is no requirement that all of the Retained Assets transfer together, and the Parties can agree to transfer certain portions of Retained Assets (and the equivalent portions of the Transferred Assets will be concurrently removed from the Trust Agreement) that meet the requirements set out in subclause (d) and (e) below until such time that the entire legal and beneficial interest in and to all of the Assets (including, for certainty, the Retained Assets) has transferred from Vendor to Purchaser.
- (d) The Parties shall mutually agree in writing to proceed with a transfer of all or a portion of the 1% Retained Interest from Vendor to Purchaser. Upon such mutual agreement, Vendor shall submit an application for approval for the applicable AER LTAs of all the permits, licences, approvals and authorizations required to be submitted to AER and any applicable Right of First Refusal with respect to such 1% Retained Interest ("Trust ROFR") shall be issued in accordance with Article 4 of this Agreement.
- (e) Once the requirements of subclause (d) have occurred, the Parties agree that the following conditions must be met in order for Purchaser to proceed with ratifying and approving the AER LTA transfer of all or a portion of the 1% Retained Interest from Vendor to Purchaser:
 - (i) the transfer of such 1% Retained Interest must not reduce the AER Liability Management Rating ("LMR") of the Purchaser below 1.0; and
 - (ii) any applicable Trust ROFR shall have been waived or expired.
- (f) If such AER LTA is approved, the Parties shall prepare and circulate the Specific Conveyances and any other documents, including a General Conveyance and Officer Certificate for the legal interest in and to the applicable 1% Retained Interest, necessary to convey the entire applicable 1% Retained Interest from Vendor to Purchaser as set out in section 2.3 of the Sale Agreement. Concurrently therewith, the Parties shall execute such documents necessary to terminate the Trust Agreement with respect to the Transferred Assets that are associated with such portion of the 1% Retained Interest and

Vendor shall also provide all Title Documents and Miscellaneous Interests applicable thereto, as provided for in section 2.4 of the Sale Agreement.

- (g) With respect to any transfer of all or a portion of the 1% Retained Interest, as provided for in subsection 5.1(f) hereto, the provisions of section 2.1 of the Sale Agreement shall apply to such transfers, with any amendments or alterations as may be necessary to effect such transfer, including that there shall be no Closing Consideration or other payment associated with such transfer.
- (h) No further payment of consideration, interest, taxes or adjustments shall be made for the transfer of any portion of the 1% Retained Interest from Vendor to Purchaser.

ARTICLE 6 OPTIONS TO SELL OR PURCHASE

6.1 Transfer of Remainder of Retained Assets

If Purchaser has not accepted a conveyance of all of the Retained Assets, then Vendor shall have the right to:

- (a) If Purchaser has achieved a LMR of 2.0 and a proposed transfer of all or a portion of the Retained Assets from Vendor to Purchaser will not result in Purchaser's LMR falling below 2.0 or not meet such other regulatory requirements that the AER may impose on the industry generally from time to time, at its sole and unfettered option, elect to convey all or a portion of the Retained Assets to Purchaser, in accordance with the applicable Petroleum Natural Gas and General Rights Conveyance attached hereto as Schedule "C", and Purchaser will accept same ("Vendor Put Option"). The Vendor Put Option shall vest on the date that is 12 months from the date hereof and continue so long as Purchaser has not accepted a conveyance of all of the Retained Assets ("Option Vesting Period"). Upon Vendor's written election, during the Option Vesting Period, the Parties will comply with the provisions of Article 3 and Vendor shall electronically submit an application to the AER for approval of the applicable AER LTAs for all of the permits, licenses, approvals and authorization requirements applicable to the elected portion of the remaining Retained Assets and the Purchaser shall electronically ratify and sign such application and upon approval of the AER of such AER LTA transfers, the applicable Retained Assets shall no longer be subject to the Trust Agreement and 100% of the legal and beneficial interest shall be transferred to the Purchaser. The Parties will comply with all required Right of First Refusal provisions. There shall be no Purchase Price payable for any Vendor Put Option transaction and Vendor is authorized to date and present to any required party the Petroleum, Natural Gas and General Rights Conveyance attached as Schedule "C" hereto. The Vendor and Purchaser agree that Vendor has three separate Vendor Put Options and may elect to exercise any or all, at its sole discretion during the Option Vesting Period; or
- (b) After the AER LTA Submission Deadline has expired, at its sole and unfettered option, elect to require Purchaser to reconvey that portion of the Transferred Assets which remain subject to the Trust Agreement to Vendor ("Vendor Call Option"). Vendor shall exercise Vendor Call Option on or before 30 days following the AER LTA Submission Deadline. The Parties will comply with all required Right of First Refusal provisions. There shall be no Purchase Price payable for this transaction and Vendor is authorized to date and present to any required party the Petroleum Natural Gas and General Rights Conveyance attached as Schedule "B" hereto. Upon said election, the Trust Agreement shall terminate and be at an end.

**ARTICLE 7
GENERAL****7.1 Further Assurances**

Each Party agrees to furnish upon request to each other such further information, to execute and deliver to each other such other documents, and to do such other acts and things, all as the other Parties may reasonably request for the purpose of carrying out the intent of this Second Amending Agreement and the transactions contemplated hereby.

7.2 Conflict

In the event of any conflict between this Second Amending Agreement, the First Amending Agreement and the Agreement, this Second Amending Agreement shall prevail.

7.3 Governing Law

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

7.4 Assignment and Enurement

This Second Amending Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be unreasonably and arbitrarily withheld. Notwithstanding the foregoing, Robus may charge, encumber or otherwise assign this Second Amending Agreement with written notice to, but without the consent of, Enerplus as security for indebtedness. This Second Amending Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

[Remainder of this page intentionally left blank.]

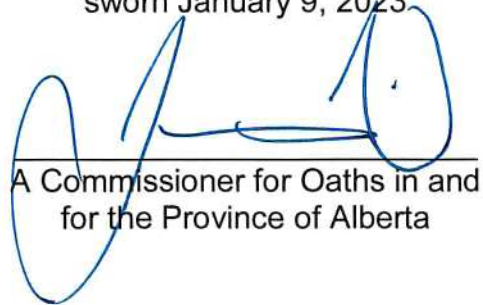
7.5 Counterpart Execution

This Second Amending Agreement may be executed by multiple counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. Delivery of an executed signature page to this Second Amending Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Second Amending Agreement by such Party.

IN WITNESS WHEREOF this Second Amending Agreement has been duly executed by each Party as of the date first above written.

ENERPLUS CORPORATION**ROBUS RESOURCES INC.**Per: Name: **Dan Fitzgerald**
Title: **VP Business Development**Per: Name: **Emile Methot**
Title: **President**Per: Name: **David A. McCoy**
Title: **Vice-President,
General Counsel & Corporate Secretary**

This is Exhibit "F" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023.



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

DEMAND PROMISSORY NOTE

AMOUNT: Cdn. \$637,100.00

DATE: November 22, 2018

FOR VALUE RECEIVED, the undersigned, **ROBUS RESOURCES INC.**, a corporation carrying on business in Calgary, and elsewhere in Alberta, (the "Debtor"), hereby promises to pay on **demand** to **PAMOCO RESOURCES LTD.** (the "Holder"), at 28 Pallo Close, Red Deer, Alberta T4P 1J3, or such other address in Alberta as the Holder may otherwise advise the Debtor in writing, the principal amount of SIX HUNDRED AND THIRTY SEVEN THOUSAND AND ONE HUNDRED DOLLARS (\$637,100.00) in Canadian dollars (the "Principal Amount") plus interest at a rate of the **Royal Bank of Canada prime rate plus 3% per annum, compounded annually**. Interest due and payable monthly commencing on February 1, 2019.

The Debtor hereby waives grace, demand, presentment for payment, notice of dishonour or default, protest and diligence in collecting.

The provisions of this Promissory Note shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada as applicable therein.

Executed at the City of Calgary, in the Province of Alberta.

ROBUS RESOURCES INC.

Per: 

Name: Ernie Methot

c/s

Title: PRESIDENT

BURSTALL

Writer's Direct Line: (403) 234-3326
Writer's Email: cjshaw@burstall.com
Our File No. 41018 000 DTM CJS

DELIVERED

December 12, 2018

Pamoco Resources Ltd.
Attention: John S. Amundson
27212 TWP Rd 391
Red Deer, AB T4P 0Z8

**Re: Pamoco Resources Ltd. ("Lender") and \$637,100.00 Loan
to Robus Resources Inc. ("Borrower")**

We were counsel to the Lender for this loan transaction.

This is further to our email reporting to you on the registration of the security interest and land charge in the General Security Agreement at the Alberta Personal Property Registry on December 10, 2018.

We enclose copies of the following original signed documents for the Lender's records:

1. Demand Promissory Note for \$637,100.00 dated November 22, 2018, from the Borrower;
2. General Security Agreement dated December 10, 2018 from the Borrower;
3. Resolution of Director of Borrower;
4. Officer's Certificate of the Borrower;
5. Negative Pledge and Undertaking of the Borrower;
6. Subordination, in quadruplicate, signed by the Borrower and for signing by the Lender and Terrance O'Connor and return of two fully-executed originals to us for purposes of our registering the Subordination at the Alberta Personal Property Registry and providing a copy to the lawyers for the Borrower. Please provide a fully-executed original to Mr. O'Connor for his records.

There are no opinions given for this transaction.

On your instructions to us, due diligence searches in the Province of Alberta concerning the Borrower were limited to obtaining an Alberta Corporate Registry printed search reply previously provided to you.

Yours truly,

BURSTALL LLP

C J Shaw

Clifford J Shaw QC

CJS/jl
Encl.

Attention: John S. Amundson

Pamoco Resources Ltd.
27212 TWP Rd 391
Red Deer, AB T4P 0Z8

cc: Pamoco Resources Ltd.
Attention: John S. Amundson
Via Email

Burstall LLP
Attention: Douglas T. McCartney
Via Email

VIA COURIER - File No. 41018 DTM / CJS

DEMAND PROMISSORY NOTE

AMOUNT : \$59,325.00 (CAD)

DATE: December 10, 2018

FOR VALUE RECEIVED, the undersigned, Robus Resources Inc., a corporation carrying on business in Alberta, (the "Debtor"), hereby promises to pay on demand to Pamoco Resources Ltd. (the "Holder"), at 28 Pallo Close, Red Deer, Alberta T4P 1J3, or such other address in Alberta as the Holder may otherwise advise the Debtor in writing, the principal amount of fifty-nine thousand three hundred and twenty-five dollars (\$59,325.00) in Canadian dollars (the "Principal Amount") plus interest at the rate of the Royal Bank of Canada prime rate plus 3% per annum, compounded annually. Interest due and payable monthly commencing on February 1, 2019.

The Debtor hereby waives grace, demand, presentment for payment, notice of dishonour or default, protest and diligence in collecting.

The provisions of this Promissory note shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada as applicable therein.

Executed at the City of Red Deer, in the Province of Alberta.

Robus Resources Inc.

Per: 

Ernie Methot, President

PAYEE	AMOUNT
Pandell	\$ 27,805.06
Enerlink	\$ 1,540.35
Canpar	\$ 920.59
Freehold	\$ 705.32
Art Madden	\$ 3,150.00
Derek Woods	\$ 25,200.00
TOTAL	<u>\$ 59,321.32</u>

PAMOCO LOAN \$ 59,325.00
 #2 DEC 10, 2018

EM

DEMAND PROMISSORY NOTE

AMOUNT: \$18,112.50 (CAD)

DATE: April 24, 2019

FOR VALUE RECEIVED, the undersigned, Robus Resources Inc., a corporation carrying on business in Alberta, (the "Debtor"), hereby promises to pay on demand to Pamoco Resources Ltd. (the "Holder"), at 28 Pallo Close, Red Deer, Alberta T4P 1J3, or such other address in Alberta as the Holder may otherwise advise the Debtor in writing, the principal amount of eighteen thousand one hundred and twelve dollars and fifty cents (\$18,112.50) in Canadian dollars (the "Principal Amount"), plus interest at the rate of the Royal Bank of Canada prime rate plus 3% per annum, compounded annually. Interest due and payable monthly commencing September 1, 2019.

The Debtor hereby waives grace, demand, presentment for payment, notice of dishonour or default, protest and diligence in collecting.

The provisions of this Promissory note shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada as applicable therein.

Executed at the City of Red Deer, in the Province of Alberta.

Robus Resources Inc.

Per: 

Ernie Methot, President

DIRECTION TO PAY

Made and delivered at Red Deer, Alberta this 24th day of April 2019

To: Pamoco Resources Ltd.
28 Pallo Close, Red Deer, Alberta T4P 1J3

We hereby authorize and direct Pamoco Resources Ltd. to advance and pay on our behalf the following:

(1) \$18,112.50 to Chapman Petroleum Engineering Ltd.

Robus Resources Inc.

per:


Ernie Methot, President

DEMAND PROMISSORY NOTE

AMOUNT: \$39,396.71 (CAD)

DATE: June 11, 2019

FOR VALUE RECEIVED, the undersigned, Robus Resources Inc., a corporation carrying on business in Alberta, (the "Debtor"), hereby promises to pay on demand to Pamoco Resources Ltd. (the "Holder"), at 28 Pallo Close, Red Deer, Alberta T4P 1J3, or such other address in Alberta as the Holder may otherwise advise the Debtor in writing, the principal amount of thirty-nine thousand three hundred and ninety-six dollars and seventy-one cents (\$39,396.71) in Canadian dollars (the "Principal Amount"), plus interest at the rate of the Royal Bank of Canada prime rate plus 3% per annum, compounded annually. Interest due and payable monthly commencing September 1, 2019.

The Debtor hereby waives grace, demand, presentment for payment, notice of dishonour or default, protest and diligence in collecting.

The provisions of this Promissory note shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada as applicable therein.

Executed at the City of Red Deer, in the Province of Alberta.

Robus Resources Inc.

Per:  _____

Ernie Methot, President

DIRECTION TO PAY

Made and delivered at Red Deer, Alberta this 11th day of June 2019

To: Pamoco Resources Ltd.
28 Pallo Close, Red Deer, Alberta T4P 1J3

We hereby authorize and direct Pamoco Resources Ltd. to advance and pay on our behalf the following:

- (1) \$11,430.04 to Pandell Technology Corporation
- (2) \$2,500.00 to Iridium Risk Services Inc.
- (3) \$995.40 to Red Dog Systems Inc.
- (4) \$20,790.00 to The CFO Centre Limited re: Art Madden
- (5) \$3,651.27 to 360 Energy Liability Management
- (6) \$30.00 re: wire transfer fees

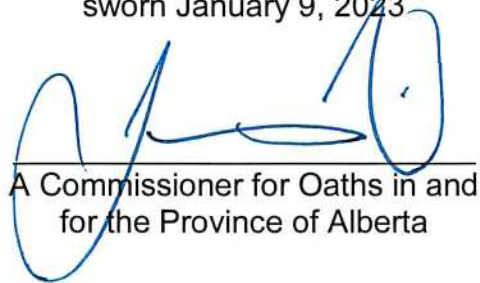
Robus Resources Inc.

per:



Ernie Methot, President

This is Exhibit "G" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made November ____, 2018.

BY:

ROBUS RESOURCES INC., a corporation incorporated pursuant to the laws of the Province of Alberta (the “**Debtor**”)

- in favour of-

PAMOCO RESOURCES LTD., a corporation incorporated pursuant to the law of the Province of Alberta (the “**Secured Party**”)

RECITALS:

- A. The Debtor is indebted to the Secured Party; and
- B. To secure the payment and performance of the Obligations (as defined below), the Debtor has agreed to grant to the Secured Party a security interest in the Collateral (as defined below) in accordance with the terms of this Agreement.

NOW THEREFORE, for consideration, the receipt and sufficiency of which the Debtor hereby acknowledges, the Debtor agrees with the Secured Party as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, all capitalized terms used have the following meanings:

“**Agreement**” means this General Security Agreement, including the recitals and schedules hereto, as the same may be amended or replaced from time to time;

“**Applicable Law**” means all current constitutions, treaties, laws, statutes, codes, ordinances, official plans, orders, decrees, rules, regulations, and by-laws, whether domestic, foreign or international of any Governmental Authority, and the common law, binding on, affecting, relating or applicable to any Person, property or matter referred to in the context in which such word is used;

“**Business Day**” means any day other than a day which is a Saturday, Sunday or other day on which commercial banks are closed in the Province of Alberta;

“**Collateral**” has the meaning set out in Section 2.1 of this Agreement;

“**Event of Default**” means an event set out in Section 6.1;

“**GAAP**” means generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor entity, consistently applied;

“**Governmental Authority**” means any national, multi-national, federal, provincial, state, municipal, local or other government, and any agency, authority, instrumentality, regulatory

body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;

“Promissory Note(s)” means the promissory note(s) from time to time between the Secured Party and the Debtor;

“Obligations” means all present and future indebtedness and liabilities of the Debtor to the Secured Party whether direct or indirect, absolute or contingent, matured or not, joint, several or joint and several, in any currency;

“Party” means either the Secured Party or the Debtor, and **“Parties”** means all of them; and

“PPSA” means the *Personal Property Security Act*, RSA 2000, c P-7.

1.2 Interpretation

In this Agreement:

- (a) Unless specified otherwise, reference to a statute includes any regulations under such statute and refers to that statute and such regulations as they may be amended or to any successor legislation.
- (b) The division into articles, sections, paragraphs and schedules and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The words “hereto”, “herein”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular portion of it. References to a Article, Section, Paragraph or Schedule refer to the applicable article, section, paragraph or schedule of this Agreement.
- (c) Words in the singular include the plural and vice versa, words in one gender include all genders, and the words “including”, “include” and “includes” mean “including (or include or includes) without limitation”.
- (d) “Person” means an individual, a corporation, a limited liability company, an unlimited liability company, a partnership, a limited partnership, a trust, an unincorporated organization, a joint venture, a joint stock company and any Governmental Authority.
- (e) All the terms used in this Agreement without initial capitals, which are defined in the PPSA, have the same meanings in this Agreement as in the PPSA as applicable, and “Collateral” means the Collateral or any part thereof.

1.3 Schedules

The following are the Schedules to this Agreement:

Schedule “A” – Location of the Collateral

Schedule “B” – Permitted Encumbrances

1.4 Currency

All references in this Agreement to dollars or to “\$” are deemed to be references to Canadian currency unless otherwise specifically indicated.

1.5 Accounting Terms

All accounting terms not specifically defined in this Agreement, and all accounting determinations and calculations, are to be interpreted and or made in accordance with GAAP.

ARTICLE 2 SECURITY INTEREST

2.1 Grant of Security Interest

As general and continuing security for the payment and performance of the Obligations, the Debtor mortgages and charges to the Secured Party, and grants to the Secured Party a security interest in, all right, title and interest which the Debtor now has or may hereafter have in the assets, property and undertaking of the kinds described below, including any such assets, property or undertaking acquired after the date of this Agreement, whether by amalgamation or otherwise (the "Collateral"):

All present and after-acquired personal property and real property.

2.2 Last Day of Term

The within mortgage, charge and security interest will not extend or apply to the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Debtor but should such mortgage, charge and security interest become enforceable, the Debtor will thereafter stand possessed of such last day and will hold it in trust to assign the same to any Person as requested by the Secured Party.

2.3 Consent Required

The within mortgage, charge and security interest will not extend or apply to any contract, right, license or other property of similar nature of the Debtor, if pursuant to the terms of such property: (i) such charge requires the consent of the other party thereto and such consent has not yet been obtained; and (ii) such property would automatically terminate if it was part of the Collateral without such consent having been obtained, or would be terminable at the option of the other party thereto. Should such mortgage, charge and security interest become enforceable, the Debtor will stand possessed of such property and will hold it in trust to assign the same to any Person as requested by the Secured Party.

In order that the full value of all such property may be realized for the benefit of the Secured Party, the Debtor will make commercially reasonable efforts to obtain all necessary consents to the inclusion of such property in the Collateral.

2.4 Attachment

The security interest created by this Agreement will attach when this Agreement is signed by the Debtor with respect to all items of Collateral in which the Debtor has rights at that moment, and will attach to all other Collateral immediately upon the Debtor acquiring any rights therein and the Parties do not intend to postpone the attachment of any security interest granted under this Agreement.

ARTICLE 3 REPRESENTATIONS & WARRANTIES

3.1 Representations and Warranties

The Debtor hereby represents and warrants to the Secured Party that:

- (a) Location of Collateral: Any Collateral that is tangible personal property is located at the locations specified in Schedule "A";
- (b) Location of Head Office and Name: The head office of the Debtor is at:

5502 - 28A Avenue Close
Camrose, Alberta T4V 4A3
- (c) Title: All of the Collateral is, or when the Debtor acquires any right, title or interest therein, will be, the sole property of the Debtor, free and clear of all encumbrances and adverse claims except those encumbrances listed in Schedule "B" (the "**Permitted Encumbrances**"); and
- (d) Due Authorization, etc.: This Agreement has been duly authorized by all necessary corporate action of the Debtor and constitutes a valid and legally binding obligation of the Debtor, enforceable against it in accordance with its terms except as may be limited by applicable bankruptcy, insolvency, moratorium, and other similar laws affecting creditors' rights generally and except that specific performance, injunctions and other equitable remedies may be granted only in the discretion of the court. The making and performance of this Agreement will not result in the breach of, constitute a default under, or result in the creation of any encumbrance or any other rights of others upon any property of the Debtor pursuant to, any agreement, indenture or other instrument to which the Debtor is a party or by which the Debtor or any of its property may be bound or affected.

ARTICLE 4 COVENANTS

4.1 Covenants

The Debtor agrees with the Secured Party that it will:

- (a) maintain, use and operate the Collateral so as to preserve and protect the Collateral and the incomes and profits thereof, ordinary wear and tear excepted;
- (b) keep proper books of account and records, with respect to its business and the Collateral, in accordance with GAAP and permit a representative of the Secured Party at any time to inspect, make copies and/or summaries of, and make enquiries and tests for the purpose of verification of, such books of account and records, and any expenses of the Secured Party incurred in so doing will be added to the Obligations pursuant to Section 4.1(h);
- (c) except for the Permitted Encumbrances, keep the Collateral free and clear of all encumbrances and adverse claims, whether ranking in priority to, pari passu with or subsequent to the mortgage, charge and security interest granted by this Agreement;
- (d) immediately notify the Secured Party of:
 - (i) the details of any claim or litigation affecting the Debtor or the Collateral, including the right of any Person to go into, collect or seize possession of the Collateral by means of any legal process;
 - (ii) the details of any material acquisition of Collateral;

- (iii) any loss of or damage to Collateral;
- (iv) any default by any account debtor;

and the Debtor will, at its own expense, defend the Collateral against any and all such claims;

- (e) upon the request of the Secured Party, deliver possession of all originals of all negotiable documents, instruments and chattel paper owned or held by it (duly endorsed in blank, if so requested);
- (f) pay all rents, taxes, rates, assessments and other charges lawfully imposed on the Debtor or the Collateral when the same are due and payable;
- (g) permit a representative of the Secured Party at any time to inspect the Collateral and for that purpose to enter the Debtor's premises and any other location where the Collateral may be situated, and any expenses of the Secured Party incurred in so doing will be added to the Obligations pursuant to Section 4.1(h);
- (h) forthwith reimburse the Secured Party on demand for all costs and expenses, including receiver's costs and expenses, and including reasonable legal fees and expenses on a full indemnity basis, incurred by the Secured Party or any receiver in connection with the preparation, execution, delivery, perfection, enforcement of and advice with respect to this Agreement, including those arising in connection with the realization, disposition of, retention, protection or collection of Collateral, and any such costs and expenses will be added to the Obligations and will bear interest from the date such costs and expenses are incurred to the date paid, at the rate of 18% per annum, compounded annually, which interest will also be added to the Obligations;
- (i) ensure that the representations and warranties set forth in Section 3.1 hereof will be true and correct at all times; and
- (j) not change its name, amalgamate with another corporation or corporations or change the location of its head office, without the prior written consent of the Secured Party.

ARTICLE 5 RIGHTS & OBLIGATIONS OF THE PARTIES

5.1 Insurance

The Debtor will cause the Collateral to be insured for its full insurable value against fire, theft and all other risks against which a prudent administrator would ensure it. The Secured Party is hereby designated as the beneficiary of the indemnities payable under the policies in respect of the Collateral and the Debtor will cause such designation to be inscribed in the policies. The Debtor may not revoke such designation without the prior written consent of the Secured Party. The Debtor will deliver a copy of each policy to the Secured Party and at least 15 days prior to the expiry date of a policy, the Debtor will deliver to the Secured Party evidence of the renewal thereof. Should the Debtor fail to comply with the requirements of this Section 5.1, the Secured Party may cause the Collateral to be insured for such amount as it sees fit, without being bound to do so, and in such case the premiums paid by the Secured Party will be added to the Obligations pursuant to Section 4.1(h).

5.2 Dealings in the Ordinary Course

- (a) Until the occurrence of an Event of Default, the Debtor may dispose of the Collateral in the ordinary course of its business and for the purpose of carrying on such business; and
- (b) except as set out in Section 5.2(a) above, the Debtor will not sell, lease or otherwise dispose of, or release or abandon possession of, any Collateral.

5.3 Payment Notification; Proceeds Held in Trust

Upon the occurrence of an Event of Default:

- (a) the Secured Party may notify any parties obligated on any of the Collateral to make payment to the Secured Party of any amounts due thereunder; and
- (b) any payment or other proceeds received by the Debtor from any party obligated on any of the Collateral will be received by the Debtor in trust for the Secured Party, must be segregated from other property of the Debtor, and must be paid over or delivered to the Secured Party.

5.4 Performance of Duties

Notwithstanding any provision of this Agreement, the Debtor will remain liable to observe and perform all obligations under or relating to any of the Collateral, and the Secured Party will have no such obligations. Upon the Debtor's failure to perform any of its duties hereunder or with respect to the Collateral the Secured Party may, but will not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the costs and expenses incurred by the Secured Party in so doing will be added to the Obligations pursuant to Section 4.1(h).

ARTICLE 6 EVENTS OF DEFAULT & REMEDIES

6.1 Events of Default

The happening of any of the following events constitutes an event of default hereunder:

- (a) the non-payment when due of all or any part of the Obligations;
- (b) any representation or warranty made by the Debtor under this Agreement is false or misleading in any material respect as of the date made;
- (c) any breach by the Debtor of any term of this Agreement;
- (d) the Debtor (if an individual) dies or is declared incompetent by a court of competent jurisdiction or the Debtor (if a partnership) is dissolved or wound up;
- (e) the Debtor is an insolvent person within the meaning of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 or commits or threatens to commit any act of bankruptcy;
- (f) commencement of any proceeding or the taking of any step by or against the Debtor for any relief under Applicable Law relating to bankruptcy, insolvency, reorganization, arrangement, or for the appointment of one or more of a trustee, receiver, receiver and manager, custodian, liquidator or any other Person with similar powers with respect to the Debtor or the Collateral or any part thereof;

- (g) the Collateral or any part thereof is seized or otherwise attached by anyone pursuant to any legal process, and the same is not released within the shorter of a period of 15 days and 10 days less than such period as would permit such property or any part thereof to be sold pursuant thereto;
- (h) the institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Debtor;
- (i) if the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with Applicable Law;
- (j) if the Debtor defaults under any agreement with respect to any obligation to any persons other than the Secured Party, if such default has resulted, or may result with notice or lapse of time or both, in the acceleration of any such obligation or the right of such person to realize upon any Collateral; or
- (k) if the Secured Party has commercially reasonable grounds for believing that the prospect of payment or performance of the Obligations is or is about to be impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached by any person pursuant to any legal process.

6.2 Remedies

Upon the occurrence of an Event of Default, the security hereby granted will immediately become enforceable, the obligation, if any, of the Secured Party to extend further credit to the Debtor will cease, and the Secured Party may, in its sole discretion, forthwith or at any time thereafter: (i) declare any or all of the Obligations not then due and payable to be immediately due and payable and, in such event, such Obligations will be forthwith due and payable without notice, presentment, protest, demand, notice of dishonour or any other demand or notice, all of which are expressly waived; and (ii) exercise any right or remedy provided by law or by equity, including any one or more of the following rights and remedies:

- (a) require the Debtor, at the Debtor's expense, to assemble the Collateral and deliver or make the Collateral available at a place or places designated by the Secured Party;
- (b) enter any premises where the Collateral may be situate and take possession of the Collateral by any method permitted by Applicable Law;
- (c) repair, process, modify, complete, lease or otherwise deal with the Collateral and prepare for the disposition of the Collateral, whether on the premises of the Debtor or otherwise and take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (d) sell and dispose of any or all of the Collateral at public auction, by public or private tender, by private sale or by lease at such time and on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price, and as to method of payment whether by way of deferred payment or otherwise, as the Secured Party in its sole discretion determines;
- (e) carry on all or any part of the business or businesses of the Debtor and in connection therewith employ or discharge any Person on such terms and at such remuneration or compensation as the Secured Party considers proper;

- (f) to the exclusion of all others, enter upon, occupy and use all or any of such premises, buildings, plant, undertaking and other property of or used by the Debtor for such time and in such manner as the Secured Party sees fit, free of charge, and in furtherance of its rights and remedies under this Section 6.2 and the Secured Party will not be liable to the Debtor for any act, omission, or negligence in so doing or for any rent, charges, depreciation, damages or other amount in connection therewith or resulting therefrom and any sums expended by the Secured Party will be added to the Obligations pursuant to Section 4.1(h);
- (g) file such proofs of claim or other documents as may be necessary or desirable to have its claim lodged in any bankruptcy, winding-up, liquidation, dissolution or other proceedings (voluntary or otherwise) relating to the Debtor;
- (h) borrow money for the purpose of carrying on the business of the Debtor or for the maintenance, preservation or protection of the Collateral and mortgage, charge, pledge or grant a security interest in the Collateral, whether or not in priority to the security created herein, to secure repayment of any money so borrowed;
- (i) pay or discharge any mortgage, charge, encumbrance, lien, adverse claim or security interest claim in the Collateral or pay any claim to prior payment by any Person and the amount so paid will be added to the Obligations pursuant to Section 4.1(h);
- (j) exercise any of the powers or rights incident to ownership of the Collateral; or
- (k) at its option, and to the extent and in the manner provided by Applicable Law, retain all or any part of the Collateral in satisfaction of the Obligations or any part thereof.

6.3 Appointment of Receiver

If the Secured Party is entitled to exercise its rights and remedies in accordance with Section 6.2 hereof, it may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term will include an interim receiver and a receiver and manager) of the Collateral or may by appointment in writing appoint any Person to be a receiver of the Collateral and may remove any receiver so appointed and appoint another in his stead; and any such receiver (whether court appointed or appointed in writing by the Secured Party) will have all the powers of the Secured Party set out in Section 6.2. Any such receiver will be deemed the agent of the Debtor and the Secured Party will not be in any way responsible for any misconduct or negligence of any such receiver.

6.4 Proceeds of Disposition

Any proceeds of any disposition of any Collateral may be applied by the Secured Party towards the payment of the Obligations in such order of application as the Secured Party may from time to time elect. If the disposition of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Secured Party on demand.

6.5 Appointment as Attorney

The Debtor hereby irrevocably constitutes and appoints the Secured Party and each of its officers holding office from time to time as the true and lawful attorney of the Debtor, with power of substitution in the name of the Debtor, such appointment to become effective upon the occurrence of an Event of Default, to perform all acts and execute all documents as may be necessary or desirable to effect the purpose of this Agreement or to better evidence the transactions contemplated by this Agreement with the right to use the name of the Debtor wherever and whenever it may be necessary or expedient.

The Debtor hereby acknowledges that the power of attorney granted pursuant to this section is irrevocable (until discharge of the security interest hereunder) and constitutes a power coupled with an interest. The Debtor hereby ratifies and agrees to ratify all acts of any such attorney done in accordance with this section.

ARTICLE 7 GENERAL

7.1 Notice

- (a) Any notice, direction or other communication required or contemplated by any provision of this Agreement (a "Notice") will be in writing and given by personal delivery, by registered mail, by electronic mail transmission, by overnight courier or by telecopier and addressed:

- (i) in the case of a Notice to the Secured Party, at:

28 Pallo Close
Red Deer, Alberta T4P 1J3

- (ii) in the case of a Notice to the Debtor, at:

5502 - 28A Avenue Close
Camrose, Alberta T4V 4A3

delivered before 4:30 p.m. local time on a Business Day will be deemed to have been received on the date of delivery and any Notice delivered after 4:30 p.m. local time on a Business Day or delivered on a day other than a Business Day, will be deemed to have been received on the next Business Day.

- (iii) mailed will be deemed to have been received 72 hours after the date it is postmarked, provided that if the day on which the Notice is deemed to have been received is not a Business Day, then the Notice will be deemed to have been received on the next Business Day.
- (iv) sent by telecopier before 4:30 p.m. local time on a Business Day will be deemed to have been received when the sender receives the answer back confirming receipt by the recipient, provided that any telecopy received after 4:30 p.m. local time on a Business Day or received on a day other than a Business Day will be deemed to have been received on the next Business Day.
- (v) transmitted by electronic mail will be deemed to have been received upon the sender's receipt of acknowledgement from the intended recipient.

- (b) If the Party sending the Notice knows or might reasonably be expected to know that, at the time of sending or within 72 hours thereafter, normal mail service has been disrupted, then the Notice may only be sent (or re-sent) by delivery, overnight courier, electronic mail transmission or telecopier.
- (c) Any Party may change its address for service, its fax number, its e-mail address, the name of the individual to the attention of whom a Notice is to be sent or the Person to whom a copy of the Notice is to be sent, by written notice given to the other Party in accordance with this Section 7.1.

7.2 Continuing Security and Discharge

This Agreement will not be satisfied or discharged, in whole or in part, by any intermediate payment of all or part of the Obligations and will operate as a continuing security interest for a current, running or revolving account or credit facility or similar account or facility. This Agreement and the mortgage, charge and security interest granted hereby, will only be discharged upon receipt by the Debtor of an express written discharge executed by the Secured Party.

7.3 Care of Collateral

In the holding of the Collateral, the Secured Party is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Secured Party to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

7.4 Amendment and Waiver

This Agreement may only be amended by written agreement signed by each Party hereto. Any waiver of any provision of this Agreement will be effective only if it is in writing and signed by the Party to be bound thereby, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any further or other exercise of such right.

7.5 Waiver by Debtor

For the purposes of this Agreement, and to the extent permitted by Applicable Law, the Debtor hereby waives the benefit of all provisions of any Applicable Law which, now or in the future, would in any manner restrict or limit the rights of the Secured Party.

7.6 Entire Agreement

This Agreement and the Promissory Note(s) constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no representations, warranties, conditions, covenants or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein and therein.

7.7 Assignment

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable by the Debtor without the prior written consent of the Secured Party.

7.8 Benefit of Agreement

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

7.9 Further Assurances

Each Party agrees that upon the reasonable written request of the other Party, at any time, it will perform all acts and execute all documents, including financing statements and schedules, as may be necessary or desirable to effect the purpose of this Agreement or to better evidence the transactions contemplated by this Agreement.

7.10 Remedies

The rights and remedies of the Secured Party under this Agreement are cumulative and are in addition to, and not in substitution for, any rights or remedies provided by law or by equity, and any single or partial exercise by the Secured Party of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement does not waive, alter, affect or prejudice any other right or remedy or other rights or remedies to which the Secured Party may be entitled for such default or breach.

7.11 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

7.12 Time of Essence

Time is of the essence in this Agreement.

7.13 Amalgamation

The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations, it is the intention of the Parties that the security interest created hereby (i) will extend to Collateral owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any Collateral thereafter owned or acquired by the amalgamated corporation, such that the term Debtor when used herein would apply to each of the amalgamating corporations and the amalgamated corporation and (ii) will secure the Obligations of each of the amalgamating corporations and the amalgamated corporation to the Secured Party at the time of amalgamation and any Obligations of the amalgamated corporation to the Secured Party thereafter arising. The security interest will attach 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. All defined terms and other provisions of this Agreement will be deemed to have been amended to reflect such amalgamation, to the extent required by the context.

7.14 Governing Law and Choice of Forum

This Agreement is governed by and will be construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and the Parties irrevocably attorn to the nonexclusive jurisdiction of the courts of Alberta for the determination of any disputes arising hereunder.

7.15 Copy of Agreement

The Debtor acknowledges having received an executed copy of this Agreement and, to the extent permitted by Applicable Law, waives any right it may have to receive a financing statement, financing change statement or verification statement, or copy thereof, relating to it.

WHEREOF the Debtor has executed this Agreement as of the date first written above.

ROBUS RESOURCES INC.

Per:

Name: Ernie Methot c/s

Title:

SCHEDULE "A"

Location of the Collateral

5502 - 28A Avenue Close
Camrose, Alberta T4V 4A3

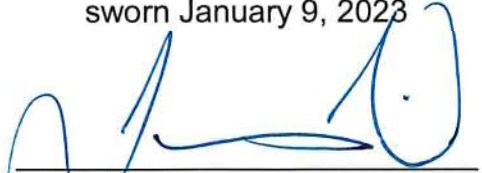
and elsewhere in the Province of Alberta

SCHEDULE "B"

Permitted Encumbrances

NIL

This is Exhibit "H" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

BRIDGE LOAN AGREEMENT

Reference is made to the agreement of purchase and sale dated as of December 9, 2016 between Robus Resources Inc. (the **Company**) and Enerplus Corporation (the **PSA**).

FOR VALUE RECEIVED in the aggregate principal amount of \$2,061,518.88 (the **Bridge Loan**) from Terrance O' Connor (the **Lender**), the undersigned, being the sole director and sole registered shareholder of the Company, and the Company each hereby agrees as follows:

- 1 The Bridge Loan is deposited in trust with Norton Rose Fulbright Canada LLP for the purpose of deposit in escrow in accordance with the Closing Escrow Agreement (as defined in the PSA).
- 2 No shares in the capital of the Company or securities convertible into or exchangeable for shares in the capital of the Company shall be issued during the period commencing on the date the Bridge Loan amount is released from escrow upon satisfaction of the Escrow Conditions (as defined in the PSA) and in accordance with the Closing Escrow Agreement (such escrow release date, the **Effective Date**) and ending on the date that is 45 days following the Effective Date (such date, the **Repayment Date**).
- 3 The principal amount of the Bridge Loan, plus interest at a rate equal to the interest rate payable by the Lender to its bank for the amount of the Bridge Loan, shall be paid in full (such payment in full, the **Payment**) by the Company to the Lender on the Repayment Date.
- 4 If Payment does not occur on the Repayment Date, the undersigned sole registered shareholder of the Company shall and shall be deemed to have sold, assigned and transferred to the Lender as repayment in full of the principal amount of the Bridge Loan and all accrued and unpaid interest thereon 100 common shares in the capital of the Company registered in the name of the undersigned sole registered shareholder on the books of the Company (the **Shares**), being all of the issued and outstanding shares in the capital of the Company, and represented by Share Certificate No. C-1 and does hereby irrevocably appoint Norton Rose Fulbright Canada LLP as attorney to transfer the Shares on the books of the Company with full power of substitution effective on the Repayment Date and following written notice by the Company and the Lender to Norton Rose Fulbright Canada LLP of such failure to pay, and upon such transfer any and all obligations of the sole registered shareholder to the Lender shall terminate and be of no further force or effect.
- 5 If Payment occurs on the Repayment Date, then:
 - (a) the Company agrees to pay the Lender on the 26th day of each month commencing May 26, 2017 and ending April 26, 2018 the amount of \$35,000 per month as additional consideration for the Bridge Loan; and
 - (b) the undersigned sole registered shareholder agrees to transfer to the Lender such number of Shares as is equal to the greater of (i) 25% of the number of Shares; and (ii) the number of Shares the undersigned sole registered owner holds after giving effect to any share transfers that may be completed by the sole registered shareholder.
- 6 Prior to Payment:
 - (a) the Lender shall be a joint signing authority on all banking accounts of the Company;
 - (b) the Company shall not incur any expenditures or indebtedness or dispose of any assets in each case in an amount greater than CDN\$10,000 (in either a single or multiple transactions) without consent of the Lender; and

- (c) the Company agrees to negotiate and enter into a general security agreement providing for an assignment of the Shares by way of a security interest and the granting of a security interest in all present and after acquired property of the Company.

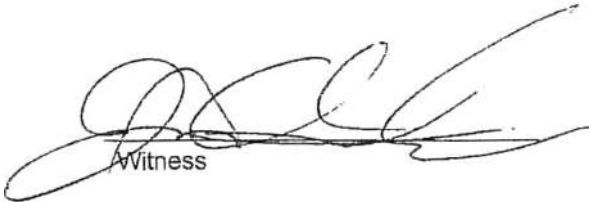
DATED effective the 17th day of March, 2017.


ROBUS RESOURCES INC.

By: 

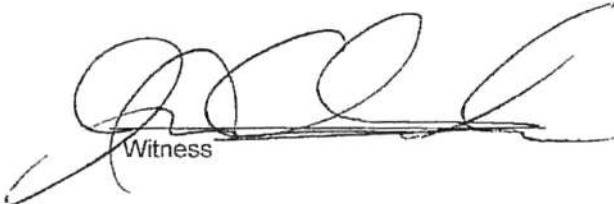
Name: Ernie Methot

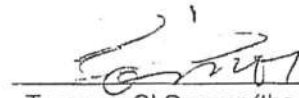
Title: Director


Witness



Ernie Methot (sole registered shareholder)

Acknowledged and agreed to this 23rd day of March, 2017.


Witness


Terrance O' Connor (the Lender)

This is Exhibit "I" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

Wire Payments

Activity List - View Payment Details

[Help](#)[Print this page](#)

Template Name: **THE CFO CENTRE**
Payment Type: **Payment to Customer**
Payment ID: **32951190128001** TD Payment ID: **190128B4499300**

Sender Information

TD Bank has populated sender name and address based on the settlement account selected. If this information is incorrect, you will need to either contact your relationship manager or your local branch.

Sender Name: **TERROCO INDUSTRIES LTD**
Street: **27212 TWP RD 391**
City: **RED DEER**
Prov/State: **ALBERTA - AB** Country: **CANADA - CA**

Beneficiary Information

Beneficiary Name: **THE CFO CENTRE LTD**
Street: **3300 Bloor St W**
City: **Toronto**
Prov/State: **ONTARIO - ON** Country: **CANADA - CA**
Payment Destination: **Other Financial Institution**

Beneficiary Account Information

Beneficiary's Account: **9981713**

Beneficiary's Bank Information

Beneficiary Bank Name: **CIBC**
Bank Id: **010**
Street: **1129 Bloor St W**
City: **Toronto**
Prov/State: **ONTARIO - ON** Country: **CANADA - CA**

Intermediary Bank Information

Intermediary Bank Name:
Bank Id:
Street:
City:
Prov/State: Country:

Due Date	Value Date	Payment Must be Sent to Bank Before:
01/28/2019	01/28/2019	View Cutoff Table

Payment Currency	Payment Amount
CAD	13,860.00

Settlement Currency	FX Type/ Contract Number	Exchange Rate	Settlement Amount	Settlement Account
CAD	Bulletin	1.000000	13,860.00	08056 5233542

Your Reference

Attn Arthur Madden


Reason for Wire Payment

Instructions

Beneficiary: **Robus Pamoco Resources**
TD Bank:

[<< Back](#)

This is Exhibit "J" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023.



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

THIS GENERAL SECURITY AGREEMENT is dated effective March 17, 2017 and made between:

- (1) **ROBUS RESOURCES INC.**, a corporation formed under the laws of the Province of Alberta (the **Borrower**); and
- (2) **TERRANCE O'CONNOR** (the **Lender**)

RECITALS:

- (A) The Lender has agreed to make certain funds available to the Borrower upon the terms and conditions contained in a bridge loan agreement between the Borrower and the Lender dated March 17, 2017 (such bridge loan agreement as it may at any time or from time to time be amended, supplemented, restated or replaced, the **Bridge Loan Agreement**).
- (B) The Borrower has agreed to execute and deliver this security agreement to and in favour of the Lender as security for the payment and performance of the Borrower's obligations to the Lender under the Bridge Loan Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Lender agree as follows:

**Article 1
Security**

1.1 Statutory and Other References

Terms defined in the *Personal Property Security Act* (Alberta) (as amended from time to time, the **PPSA**) and used in this security agreement have the same meanings.

1.2 Grant of Security

Subject to Section 1.6, the Borrower grants to the Lender, a security interest in, and assigns, mortgages, charges, hypothecates and pledges to the Lender, all real and personal property and undertaking of the Borrower now owned or hereafter acquired (collectively, the **Collateral**) including, without limitation, any and all of the:

- (a) inventory of the Borrower including goods held for sale, lease or resale, goods provided or to be provided to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Borrower;
- (b) equipment, machinery, furniture, fixtures, vehicles and other goods of every kind and description of the Borrower and all licences and other rights and all records, files, charts, plans, drawings, specifications, manuals and documents relating thereto;
- (c) accounts due or accruing due to the Borrower and all agreements, books, invoices, documents and papers recording, evidencing or relating thereto;
- (d) money, documents of title, chattel paper, instruments, securities and all other financial assets of the Borrower;
- (e) intangibles of the Borrower including all security interests, goodwill, choses in action, contracts and contractual rights, licences and benefits;

- (f) all authorizations, permits, approvals, grants, licenses, consents, rights, franchises, privileges, orders, awards or the like issued or granted by law or by rule or regulation of any public body issued or granted to the Borrower;
- (g) substitutions and replacements of, and increases, additions and, where applicable, accessions to, the property described in Sections 1.2(a)-(f) inclusive; and
- (h) proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in Sections 1.2 (a)-(g) inclusive or the proceeds of such proceeds.

1.3 Obligations Secured

- (a) The security interest, assignment, mortgage, charge, hypothecation and pledge granted hereby (collectively, the **Security Interest**) secures the payment and performance of all debts, liabilities and obligations of the Borrower to the Lender pursuant to or in connection with the Bridge Loan Agreement (collectively, and together with the expenses, costs and charges set out in Section 1.3(b), the **Obligations**).
- (b) All expenses, costs and charges incurred by or on behalf of the Lender in connection with this security agreement, the Security Interest or the realization of the Collateral, including all legal fees, court costs, receiver's or agent's remuneration and other expenses of, or of taking or defending any action in connection with, taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment of the Collateral or other lawful exercises of the powers conferred by the Bridge Loan Agreement are payable on demand and shall be added to and form a part of the Obligations.

1.4 Attachment, Perfection, Possession and Control

- (a) The Borrower acknowledges that (i) value has been given, (ii) it has rights in the Collateral or the power to transfer rights in the Collateral to the Lender (other than after-acquired Collateral), (iii) it has not agreed to postpone the time of attachment of the Security Interest, and (iv) it has received a copy of this security agreement.
- (b) The Borrower shall promptly inform the Lender in writing of the acquisition by the Borrower of any personal property which is not adequately described in this security agreement, and the Borrower shall execute and deliver, from time to time, at its own expense, amendments to this security agreement and its schedules or additional security agreements or schedules as may be required by the Lender in order to preserve, protect and perfect its Security Interest in such personal property.

1.5 Scope of Security Interest

- (a) The Security Interest does not extend to consumer goods.
- (b) The Security Interest does not extend or apply to the last day of the term of any lease or sublease or any agreement for a lease or sublease, now held or hereafter acquired by the Borrower in respect of real property, but the Borrower shall stand possessed of any such last day upon trust to assign and dispose of it as the Lender may direct.

Article 2
Representations, Warranties and Covenants

2.1 General Representations, Warranties and Covenants

The Borrower represents, warrants, covenants and agrees, acknowledging and confirming that the Lender is relying on such representations, warranties, covenants and agreements, as follows.

- (a) This security agreement is a legal, valid and binding agreement of the Borrower enforceable in accordance with its terms and the Security Interest in the Collateral is a perfected security interest for purposes of the PPSA.
- (b) The Borrower is the registered owner of the Collateral.
- (c) The Collateral is free and clear of all liens, mortgages, charges and security interests whatsoever other than those created in favour of the Lender, and those permitted by the Bridge Loan Agreement.
- (d) The Borrower will not sell, assign, convey, exchange, lease, release, abandon or otherwise dispose of, any Collateral or any of its right, title or interest therein, except (i) in the ordinary course of business, including but not limited to, the sale of petroleum substances, (ii) in regards to unused salvageable or saleable tangible oil and gas equipment, (iii) as a result of any secured borrowing by the Borrower from third parties, which, subject to the consent of the Lender, is subordinate to the Lender's security interests created by the Security Documents, and (iv) as permitted by the Bridge Loan Agreement.

Article 3
Enforcement

3.1 Enforcement

The Security Interest shall be and become enforceable against the Borrower if and when it fails to repay or perform any of the Obligations when due and payable or to be performed, as the case may be.

3.2 Remedies

Whenever the Security Interest becomes enforceable, the Lender may, in its sole discretion, realize upon the Collateral and enforce its right by:

- (a) entering onto any premises where Collateral consisting of tangible personal property may be located;
- (b) entering into possession of the Collateral by any method permitted by law;
- (c) selling or leasing all or any part of the Collateral;
- (d) holding, storing or keeping idle or operating all or any part of the Collateral;
- (e) collecting any proceeds arising in respect of the Collateral;
- (f) collecting, realizing, selling, or otherwise dealing with, the accounts;

- (g) instructing a financial institution to transfer funds held by it to an account maintained by the Lender;
- (h) appointing by instrument in writing a receiver (which term as used in this security agreement includes a receiver and manager) or agent of all or any part of the Collateral and removing or replacing from time to time any receiver or agent;
- (i) instituting proceedings in any court of competent jurisdiction for the appointment of a receiver of all or any part of the Collateral;
- (j) instituting proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Collateral;
- (k) filing proofs of claim and other documents to establish claims to the Collateral in any proceeding relating to the Borrower; and
- (l) exercising any other remedy or proceeding authorized or permitted under the PPSA or otherwise by law or equity.

3.3 Concerning a Receiver

- (a) Any receiver appointed by the Lender shall be vested with all rights and remedies which could have been exercised by the Lender in respect of the Borrower or the Collateral and such other powers and discretions as are granted in the instrument of appointment and any supplemental instruments. The choice of receiver and its remuneration are within the sole and unfettered discretion of the Lender.
- (b) Any receiver appointed by the Lender shall act as agent for the Lender for the purposes of taking possession of the Collateral, but otherwise and for all other purposes (except as provided below), as agent for the Borrower. The receiver may sell, lease, or otherwise dispose of Collateral as agent for the Borrower or as agent for the Lender as the Lender may determine in its discretion. The Borrower agrees to ratify and confirm all actions of the receiver acting as agent for the Borrower, and to release and indemnify the receiver in respect of all such actions.
- (c) The Lender, in appointing or refraining from appointing any receiver, shall not incur any liability to the receiver, the Borrower or otherwise and is not responsible for any misconduct or negligence of such receiver.

3.4 Exercise of Remedies

Any remedy may be exercised separately or in combination and is in addition to, and not in substitution for, any other rights or remedies the Lender may have, however created. The Lender is not bound to exercise any right or remedy, and the exercise of rights and remedies is without prejudice to any other rights of the Lender in respect of the Obligations including the right to claim for any deficiency.

3.5 Dealing with the Collateral

- (a) The Lender is not obliged to exhaust its recourse against the Borrower or any other person or against any other security it may hold in respect of the Obligations before realizing upon or otherwise dealing with the Collateral in such manner as the Lender considers desirable.

- (b) The Lender may grant extensions or other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Borrower and with other persons, guarantors, sureties or security as it may see fit without prejudice to the Obligations, the liability of the Borrower or the rights of the Lender in respect of the Collateral.
- (c) The Lender is not (i) liable or accountable for any failure to collect, realize or obtain payment in respect of the Collateral, (ii) bound to institute proceedings for the purpose of collecting, enforcing, realizing or obtaining payment of the Collateral or for the purpose of preserving any rights of any persons in respect of the Collateral, (iii) responsible for any loss occasioned by any sale or other dealing with the Collateral or by the retention of or failure to sell or otherwise deal with the Collateral, or (iv) bound to protect the Collateral from depreciating in value or becoming worthless.

3.6 Application of Proceeds

Any and all moneys realized by the Lender pursuant to this security agreement shall be applied by the Lender to such part of to the Obligations as the Lender in its sole discretion determines. The Lender may, at all times and from time to time, change any application so made in accordance with the Bridge Loan Agreement.

3.7 No Waiver

No delay or omission by the Lender, at any time or times, to require strict performance by the Borrower of any provision of this security agreement waives, affects or diminishes any right of the Lender thereafter to demand strict compliance and performance therewith.

3.8 Dealings by Third Parties

- (a) No person dealing with the Lender, or an agent or receiver is required to determine (i) whether the Security Interest 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 Lender by the Borrower, (iv) the necessity or expediency of the stipulations and conditions subject to which any sale or lease is made, (v) the propriety or regularity of any sale or other dealing by the Lender or any agent with the Collateral, or (vi) how any money paid to the Lender has been applied.
- (b) Any purchaser of Collateral shall hold the Collateral absolutely, free from any claim or right of any kind whatever, including any equity of redemption, of the Borrower. The Borrower waives (to the fullest extent permitted by law) as against any such purchaser, all rights of redemption, stay or appraisal which the Borrower has or may have under any rule of law or statute now existing or hereafter adopted.

Article 4 General

4.1 Notices

- (a) All notices required or permitted hereunder or with respect to this security agreement shall be in writing and shall be deemed to have been properly given and delivered when delivered personally or transmitted by confirmed email addressed to the parties, respectively, as follows:

if to the Borrower:

Robus Resources Inc.
5502 28A Avenue
Camrose, AB T4V 3A4
Attention: Ernie Methot

Email: robusresources@gmail.com

if to the Lender:

Terrance O'Connor
c/o Terroco Industries Ltd.
27212 Township Road 391,
Red Deer, Alberta T4P 0Z8

Email: toconnor@terroco.com

- (b) Any notice or communication sent by personal service or email shall be deemed received when delivery is made or reception of the transmission is complete except that, if such delivery or transmission is sent on a day which is not a business day (being any day other than a Saturday, Sunday or statutory holiday in Calgary, Alberta) or after 4:00 p.m. then the same shall be deemed received on the next business day.
- (c) A party may change its address for service by notice to the other party, and such changed address for service thereafter shall be effective for all purposes of this security agreement.

4.2 Capitalized Terms

- (a) Capitalized terms used in this security agreement and not otherwise defined have the respective meanings given to them in the Bridge Loan Agreement.
- (b) Any reference to this security agreement or the Bridge Loan Agreement refers to this security agreement or such Bridge Loan Agreement as the same may have been or may be from time to time amended, modified, extended, renewed, restated, replaced or supplemented.

4.3 Discharge

The Security Interest will be discharged upon, but only upon, (a) full and indefeasible payment and performance of the Obligations, (b) the Lender having no obligations under the Bridge Loan Agreement, and (c) at the request and expense of the Borrower. In that connection, the Lender will execute and deliver to the Borrower such releases and discharges as the Borrower may reasonably require.

4.4 Amendment

This security agreement may only be amended, supplemented or otherwise modified by written agreement of the Lender and the Borrower.

4.5 Waivers, etc.

- (a) No consent or waiver by the Lender in connection with this security agreement is binding unless made in writing and signed by an authorized officer of the Lender. Any consent or

waiver given under this security agreement is effective only in the specific instance and for the specific purpose for which it was given. No waiver of any of the provisions of this security agreement constitutes a waiver of any other provision.

- (b) A failure or delay on the part of the Lender in exercising a right or remedy under this security agreement does not operate as a waiver of, or impair, any rights or remedies of the Lender however arising. A single or partial exercise of a right or remedy on the part of the Lender does not preclude any other or further exercise of that right or remedy or the exercise of any other rights or remedies by the Lender.

4.6 No Merger

This security agreement shall not operate by way of merger of any of the Obligations and no judgment recovered by the Lender will operate by way of merger of, or in any way affect, the Security Interest, which is in addition to, and not in substitution for, any other security now or hereafter held by the Lender in respect of the Obligations.

4.7 Successors and Assigns

This agreement is binding upon the Lender and the Shareholder and no assignment of this agreement shall be binding unless in writing.

4.8 Waiver of Delivery

To the extent permitted by applicable law, the Borrower waives its right to receive a copy of any financing statement or financing change statement registered by or on behalf of the Lender, or any verification statement with respect to any financing or financing change statement registered by or on behalf of the Lender.

4.9 Severability

If any provision of this security agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this security agreement and the remaining provisions will continue in full force and effect.

4.10 Conflict

In the event of any conflict between the provisions of this security agreement and the provisions of the Bridge Loan Agreement which cannot be resolved by both provisions being complied with, the provisions contained in the Bridge Loan Agreement will prevail to the extent of such conflict.

4.11 Governing Law and Submission to Jurisdiction

This security agreement is governed by and is to be interpreted, construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without regard to conflict of law principles.

4.12 Counterparts and Electronic Delivery

This security agreement may be executed in any number of separate counterparts and all such signed counterparts constitute one and the same agreement. Delivery by facsimile or other electronic means of an originally executed signature page to this security agreement by a party is as effective as personal delivery of such signature page.

IN WITNESS WHEREOF the Borrower and the Lender have executed and delivered this security agreement.

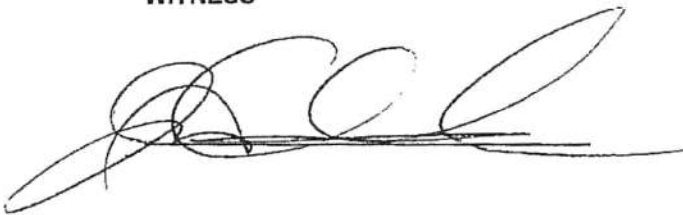
ROBUS RESOURCES INC.

By: 

Name: ERNIE METHOT

Title: PRESIDENT

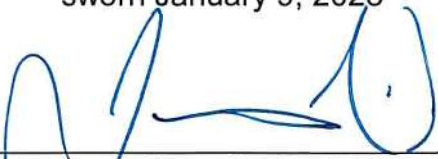
WITNESS



TERRANCE O'CONNOR

By: 

This is Exhibit "K" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

February 14, 2020

Terrance R. O'Connor, Androco Holdings Ltd., & Pamoco Resources Ltd.
27212 Township Road 391,
Red Deer, Alberta, T4P 0Z8

Robus Resources Inc. c/o Lawson Lundell LLP
Suite 1100, 225 - 6th Avenue S.W.,
Brookfield Place, Calgary, AB T2P 1N2

RE: LOAN PAYOUT STATEMENT FOR Robus Resources Ltd.

As to Principal and Interest payable to Terrance O'Connor

Principal Amount	CAD\$	2,075,378.88●
Interest up to & including 19-Feb-2020	CAD\$	276,438.64●
Sub-Total	CAD\$	<u>2,351,817.52●</u>
Total Payout on 19-Feb-2020	CAD\$	2,351,817.52●
* Subject to confirmation on actual payout date		
Per Diem Interest	CAD\$	<u>282.40●</u>

As to Principal and Interest payable to Pamoco Resources Ltd.

Principal Amount	CAD\$	753,934.21●
Interest up to & including 19-Feb-2020	CAD\$	63,742.33●
Sub-Total	CAD\$	<u>817,676.54●</u>
Total Payout on 19-Feb-2020	CAD\$	817,676.54●
* Subject to confirmation on actual payout date		
Per Diem Interest	CAD\$	<u>152.77●</u>

As to Principal and Interest payable to Androco Holdings Ltd.

Principal Amount	CAD\$	0.00●
Interest up to & including 19-Feb-2020	CAD\$	0.00●
Sub-Total	CAD\$	<u>0.00●</u>
Total Payout on 19-Feb-2020	CAD\$	0.00●
* Subject to confirmation on actual payout date		
Per Diem Interest	CAD\$	<u>0.00●</u>

Payout may be made by solicitor's trust cheque or certified cheque payable to the applicable Lender named above. Confirmation by email of payout sent by courier with scanned copy of the cheque attached shall be sufficient evidence of delivery of payout funds.

Payout funds must be received in our office by 3:00 p.m. on the date of payout or per diem interest will be applied.


4/12/2021

REPAYMENT OF ADVANCES

TERRANCE O'CONNOR						
BRIDGE LOAN ADVANCED - TERRANCE O'CONNOR	24-Mar-17	\$ 2,061,518.88		\$ 2,061,518.88		
INTEREST ON BRIDGE LOAN TO	19-Feb-20		\$ 275,413.27	\$ 275,413.27		
PER DIEM ON BRIDGE LOAN CALCULATED USING RATE IN EFFECT ON	30-Jan-20				\$ 279.58	
PAYMENT TO CFO CENTRE - TERRANCE O'CONNOR	28-Jan-19	\$ 13,860.00		\$ 13,860.00		
INTEREST ON ADVANCE TO	19-Feb-20		\$ 1,025.37	\$ 1,025.37		
PER DIEM ON ADVANCE CALCULATED USING RATE IN EFFECT ON	30-Jan-20				\$ 2.82	
		\$ 2,075,378.88	\$ 276,438.64	\$ 2,351,817.52	\$ 282.40	
f/x CONVERSION RATE		0.75471	0.75471	0.75471	0.75471	
USD		\$ 1,566,309.19	\$ 208,631.01	\$ 1,774,940.20	\$ 213.13	
FUNDS RECEIVED FEBRUARY 21, 2020				\$ 1,774,940.20	\$ 426.26	\$ 1,775,366.46
DEPOSIT FEE						\$ (17.50)
NET DEPOSIT						\$ 1,775,348.96
TERRANCE O'CONNOR						
PRINCIPAL REPAYED (CAD)	21-Feb-20	\$ 2,075,378.88				
INTEREST RECEIVED (CAD)	21-Feb-20	\$ 276,438.64				
PER DIEM INTEREST (CAD)	21-Feb-20	\$ 564.80				
DEPOSIT SERVICE CHARGE (CAD)	21-Feb-20	\$ (23.19)				
NET INTEREST RECEIVED	21-Feb-20	\$ 276,980.25				
PRINCIPAL REPAYED (CAD)	21-Feb-20	\$ 2,075,378.88				
NET INTEREST RECEIVED (CAD)	21-Feb-20	\$ 276,980.25				
NET DEPOSIT (CAD)	21-Feb-20	\$ 2,352,359.13				
NET DEPOSIT (USD) EQUIVALENT AT f/x CONVERSION RATE	21-Feb-20	\$ 1,775,348.96				

DETAILS	DATE	PRINCIPAL	INTEREST	TOTAL	PER DIEM	FUNDS RECEIVED
PAMOCO RESOURCES LTD.						
PRINCIPAL ADVANCED - PAMOCO RESOURCES LTD.	22-Nov-18	\$ 637,100.00		\$ 637,100.00		
INTEREST ON ADVANCE TO	19-Feb-20		\$ 55,825.48	\$ 55,825.48		
PER DIEM ON ADVANCE CALCULATED USING RATE IN EFFECT ON	30-Jan-20				\$ 129.74	
PRINCIPAL ADVANCED - PAMOCO RESOURCES LTD.	10-Dec-18	\$ 59,325.00		\$ 59,325.00		
INTEREST ON ADVANCE TO	19-Feb-20		\$ 4,980.85	\$ 4,980.85		
PER DIEM ON ADVANCE CALCULATED USING RATE IN EFFECT ON	30-Jan-20				\$ 12.08	
PRINCIPAL ADVANCED - PAMOCO RESOURCES LTD.	24-Apr-19	\$ 18,112.50		\$ 18,112.50		
INTEREST ON ADVANCE TO	19-Feb-20		\$ 1,038.09	\$ 1,038.09		
PER DIEM ON ADVANCE CALCULATED USING RATE IN EFFECT ON	30-Jan-20				\$ 3.45	
PRINCIPAL ADVANCED - PAMOCO RESOURCES LTD.	11-Jun-19	\$ 39,396.71		\$ 39,396.71		
INTEREST ON ADVANCE TO	19-Feb-20		\$ 1,897.90	\$ 1,897.90		
PER DIEM ON ADVANCE CALCULATED USING RATE IN EFFECT ON	30-Jan-20				\$ 7.50	
		\$ 753,934.21	\$ 63,742.33	\$ 817,676.54	\$ 152.77	
f/x CONVERSION RATE		0.75471	0.75471	0.75471	0.75471	
USD		\$ 569,001.69	\$ 48,106.97	\$ 617,108.66	\$ 115.30	
FUNDS RECEIVED				\$ 617,108.66	\$ 230.60	\$ 617,339.26
DEPOSIT FEE						\$ (17.50)
NET DEPOSIT						\$ 617,321.76
PAMOCO RESOURCES LTD.						
PRINCIPAL REPAID (CAD)	21-Feb-20	\$ 753,934.21				
INTEREST RECEIVED (CAD)	21-Feb-20	\$ 63,742.33				
PER DIEM INTEREST (CAD)	21-Feb-20	\$ 305.55				
DEPOSIT SERVICE CHARGE (CAD)	21-Feb-20	\$ (23.19)				
NET INTEREST RECEIVED (CAD)	21-Feb-20	\$ 64,024.68				
PRINCIPAL REPAID (CAD)	21-Feb-20	\$ 753,934.21				
NET INTEREST RECEIVED (CAD)	21-Feb-20	\$ 64,024.68				
NET DEPOSIT (CAD)	21-Feb-20	\$ 817,958.89				
NET DEPOSIT (USD) EQUIVALENT AT f/x CONVERSION RATE	21-Feb-20	\$ 617,321.76				

This is Exhibit "L" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

Alberta Personal Property Registry (the "PPR") Security Interest Release and Discharge and Authorization and Direction to Discharge Financing Statement

To: ROBUS RESOURCES INC.
Suite 2000, 717 7th Ave SW,
Calgary AB T2P 0Z3

ROBUS SERVICES LLC
13808 Sprucewood Drive
Dallas, Texas 75240

LAWSON LUNDELL LLP
Barristers & Solicitors
1100, 225 – 6 Ave SW
Brookfield Place
Calgary, AB T2P 1N2

DENTONS CANADA LLP
15th Floor, Bankers Court
Calgary, AB T2P 0R8

The undersigned are the holders of certain security interests (collectively, the "**Security Interests**") in the property of Robus Resources Inc. (the "**Debtor**").

The undersigned are the secured parties under the following financing statement in respect of the Security Interests registered in the Alberta Personal Property Registry against the Debtor:

SECURED PARTY	BASE DEBTOR:	BASE REGISTRATION NUMBER:
O'Connor, Terrance	Robus Resources Inc.	17042020016
O'Connor, Terrance	Robus Resources Inc.	17111721772
Androco Holdings Ltd.	Robus Resources Inc.	18103131432
Pamoco Resources Ltd.	Robus Resources Inc.	18121027027
Pamoco Resources Ltd.	Robus Resources Inc.	18121027130
O'Connor, Terrance	Robus Resources Inc.	17042020016

(the "**Financing Statements**").

Each of the undersigned DOES HEREBY CERTIFY that:

1. it has received from the Debtor all amounts required to enable the undersigned to release and discharge the Security Interests and the Financing Statements that have been granted and registered in its favour;
2. it has not assigned, in whole or in any part, the Security Interests and the Financing Statements that have been granted and registered in its favour and is the party entitled to receive the amounts referred to above;
3. the Security Interests and the Financing Statements that have been granted and registered in its favour are therefore hereby released and discharged in full;
4. the Bridge Loan Agreement made between Robus Resources Inc. and Terrance O'Connor, dated March 23, 2017 (the "**Bridge Loan**") and all security granted thereunder and pursuant thereto is hereby released and discharged in full; and
5. any rights of the undersigned to additional consideration pursuant to Sections 4 and 5 of the Bridge Loan are hereby released and discharged in full.

The undersigned hereby authorizes Lawson Lundell LLP and Dentons Canada LLP to make all filings in any and all registries necessary to give full force and effect to the release and discharge herein contained and to totally release and discharge any and all registrations made in favour of the undersigned against the Debtor, including, without limitation, the filing of such financing change statement or discharge as are necessary to discharge the Financing Statements.

The undersigned further hereby agree to from time to time, do and perform all such further acts and things and execute and deliver all such further assurances, deeds, instruments, certificates, releases and other documents as may be reasonably required by the Debtor or their solicitors or agents in order to give full force and effect to this release and discharge.

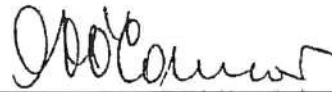
[Signature page follows]

Dated this 14th day of February, 2020.



Terrance O'Connor

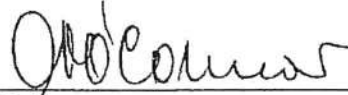
ANDROCO HOLDINGS LTD.



Name:

Title:

PAMOCO RESOURCES LTD.



Name:

Title:

This is Exhibit "M" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

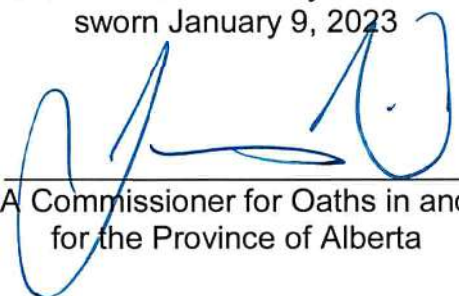
James W. Reid
Barrister & Solicitor

4/12/2021

ACQUISITION OF INTEREST ADVANCES

PAYEE	APPROX DATES	ESTIMATED AMOUNTS	COMMENTS
HXE	May-18	\$ 12,000.00	Robus acquires interest
Manitoc	Aug-18	\$ 22,000.00	Robus acquires interest
Private	Aug-18	\$ 2,000.00	Robus acquires interest
		\$ 36,000.00	

This is Exhibit "N" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

GENERAL CONVEYANCE

THIS AGREEMENT made this 4th day of JANUARY, 2019,

BETWEEN:

ROBUS RESOURCES INC.,
a body corporate, having an office in the City of Calgary,
in the Province of Alberta
(the "Vendor")

AND:

PAMOCO RESOURCES LTD.
a body corporate, having an office in the City of Red Deer,
in the Province of Alberta
(the "Purchaser")


OF THE SECOND PART

WHEREAS the Vendor is the beneficial owner of certain property and rights associated with such property acquired by the Vendor from Enerplus Corporation under an Agreement of Purchase and Sale dated December 9th 2016 as amended April 5th 2017 and November 17th 2017 (the "December 9th 2016 Agreement");

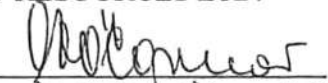
NOW THEREFORE in consideration of the sum of Ninety Thousand (\$90,000.00) Dollars now paid by the Purchaser to the Vendor, the receipt of which is hereby acknowledged by the Vendor, the Vendor hereby sells, assigns, transfers and conveys and sets over to the Purchaser, and the Purchaser now hereby purchases from the Vendor, all of the right, title, estate and interest of the Vendor (whether absolute or contingent, legal or beneficial) in and to the Assets (as that term is defined in the December 9th 2016 Agreement) including the Petroleum and Natural Gas Rights, the Tangibles and the Miscellaneous Interests (as those terms are defined in the December 9th 2016 Agreement), and including all of the Vendor's choses in action with respect to the December 9th 2016 Agreement.

IN WITNESS WHEREOF the parties hereto have executed this General Conveyance as of the date first above written.

ROBUS RESOURCES INC.

Per: 
Name: ERNIE METHUT
Title: President

PAMOCO RESOURCES LTD.

Per: 
Name: ANNA O'CONNOR
Title: _____

This is Exhibit "O" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

Entry Name	Entry Ty	Qua	Primary Fo	Subfolder-I	Subfolder-I	Subfolder-level3
Enerplus	Folder		Camrose			
1-20-49-21	Folder		Camrose	Enerplus		
Recon 250 bbl tank	Item	1	Camrose	Enerplus	1-20-49-21	
1-22-47-20 Site 1	Folder		Camrose	Enerplus		
Pump Jack - Flow line	Item	1	Camrose	Enerplus	1-22-47-20 Site 1	
1-22-47-20 Site 2	Folder		Camrose	Enerplus		
Lufkin Pumpjacks Site 1	Item	1	Camrose	Enerplus	1-22-47-20 Site 2	
1-27-47-20	Folder		Camrose	Enerplus		
National Pump Jack	Item	1	Camrose	Enerplus	1-27-47-20	
1-33-47-20	Folder		Camrose	Enerplus		
Lufkin Pumpjack	Item	1	Camrose	Enerplus	1-33-47-20	
1-34-47-20	Folder		Camrose	Enerplus		
Lufkin Pump Jack	Item	1	Camrose	Enerplus	1-34-47-20	
1-34-48-21	Folder		Camrose	Enerplus		
Lufkin Pumpjack	Item	1	Camrose	Enerplus	1-34-48-21	
1-36-49-22	Folder		Camrose	Enerplus		
Capped Well head - Surplus	Item	1	Camrose	Enerplus	1-36-49-22	
1-9-49-21	Folder		Camrose	Enerplus		
Continental Emsco 320 pump jack - 200 bbl Reco	Item	1	Camrose	Enerplus	1-9-49-21	
10-17-49-21	Folder		Camrose	Enerplus		
Lufkin Pumpjack - missing components	Item	1	Camrose	Enerplus	10-17-49-21	
10-20-49-21	Folder		Camrose	Enerplus		
Abandoned well head	Item	1	Camrose	Enerplus	10-20-49-21	
Compressor and separator	Item	1	Camrose	Enerplus	10-20-49-21	
Compressor and separator	Item	1	Camrose	Enerplus	10-20-49-21	
10-20-49-21	Folder		Camrose	Enerplus		
400 bbl tank	Item	1	Camrose	Enerplus	10-20-49-21	
Well head	Item	1	Camrose	Enerplus	10-20-49-21	
10-30-48-20	Folder		Camrose	Enerplus		
2 Separators - Fuel Gas Scrubber	Item	1	Camrose	Enerplus	10-30-48-20	
11-10-49-21	Folder		Camrose	Enerplus		
Separator - Composite tank	Item	1	Camrose	Enerplus	11-10-49-21	
11-13-50-22	Folder		Camrose	Enerplus		
Lufkin pumpjack	Item	1	Camrose	Enerplus	11-13-50-22	
Wellhead	Item	1	Camrose	Enerplus	11-13-50-22	
11-13-50-22	Folder		Camrose	Enerplus		
Headers	Item	1	Camrose	Enerplus	11-13-50-22	

Inlet seperator	Item	1	Camrose	Enerplus	11-13-50-22
MCC	Item	1	Camrose	Enerplus	11-13-50-22
Seimens compressor building	Item	1	Camrose	Enerplus	11-13-50-22
Tank farm and flair stack	Item	1	Camrose	Enerplus	11-13-50-22
Treater	Item	1	Camrose	Enerplus	11-13-50-22
Water disposal building	Item	1	Camrose	Enerplus	11-13-50-22
Water disposal building 2	Item	1	Camrose	Enerplus	11-13-50-22
11-16-49-21	Folder		Camrose	Enerplus	
MCC PKG - 2 test seperators - air reciever - satellite	Item	1	Camrose	Enerplus	11-16-49-21
11-18-49-21 nothing here	Folder		Camrose	Enerplus	
11-20-49-21	Folder		Camrose	Enerplus	
Wellhead - 400 bbl tank	Item	1	Camrose	Enerplus	11-20-49-21
11-27-47-20	Folder		Camrose	Enerplus	
Lufkin Pumpjack	Item	1	Camrose	Enerplus	11-27-47-20
11-28-48-20	Folder		Camrose	Enerplus	
2 Separators - fuel gas scrubber - wilco tank	Item	1	Camrose	Enerplus	11-28-48-20
11-3-49-21 Facility Site	Folder		Camrose	Enerplus	
Compressor	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Compressor Building	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Earnie said not included	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Earnie said not included	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Field Office and tower	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Field satellite	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Inlet Header Building	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Item 13	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Item 14	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Item 15	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Item 6	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
MCC building	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Nwp building	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Office and warehouse	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Storage warehouse	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Surplus	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Tank farmans building	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Treater Building	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
Water injection plant	Item	1	Camrose	Enerplus	11-3-49-21 Facility Site
11-7-49-21 12-7-50-21	Folder		Camrose	Enerplus	
Multi Well Site Facility - 1 LeGrand Pumpjack - 5 I	Item	1	Camrose	Enerplus	11-7-49-21 12-7-50-21

11-9-49-21	Folder	Camrose	Enerplus	
Facility Site - MCC Package - Satellite - Air Receiver	Item	1 Camrose	Enerplus	11-9-49-21
Well head	Item	1 Camrose	Enerplus	11-9-49-21
12-12-47-20	Folder	Camrose	Enerplus	
1 Lufkin Pumpjack - 1 400 bbl Boomer tank	Item	1 Camrose	Enerplus	12-12-47-20
12-13-50-22	Folder	Camrose	Enerplus	
Ampscot pumpjack - No boomers tank	Item	1 Camrose	Enerplus	12-13-50-22
12-14-50-20	Folder	Camrose	Enerplus	
2 Separators and fuel gas scrubber	Item	1 Camrose	Enerplus	12-14-50-20
12-23-47-20	Folder	Camrose	Enerplus	
Ampscot pumpjack	Item	1 Camrose	Enerplus	12-23-47-20
12-24-50-22	Folder	Camrose	Enerplus	
Lufkin pumpjack - propane tank - pump	Item	1 Camrose	Enerplus	12-24-50-22
Mcc package	Item	1 Camrose	Enerplus	12-24-50-22
Satellite building - test separator - air receiver - 1	Item	1 Camrose	Enerplus	12-24-50-22
12-34-48-21	Folder	Camrose	Enerplus	
Lufkin pumpjack	Item	1 Camrose	Enerplus	12-34-48-21
12-8-49-21	Folder	Camrose	Enerplus	
12-8-49-21 lufkin pumpjack	Folder	Camrose	Enerplus	12-8-49-21
13-10-49-21	Folder	Camrose	Enerplus	
Lufkin Pumpjack - scrubber - test separator	Item	1 Camrose	Enerplus	13-10-49-21
13-10-50-20	Folder	Camrose	Enerplus	
400 bbl Tank - scrubber - 2 separators - Valve - 2	Item	1 Camrose	Enerplus	13-10-50-20
13-11-48-20	Folder	Camrose	Enerplus	
Abandoned facility site	Item	1 Camrose	Enerplus	13-11-48-20
13-13-50-22	Folder	Camrose	Enerplus	
Ampscot pumpjack	Item	1 Camrose	Enerplus	13-13-50-22
Ampscot pumpjack	Item	1 Camrose	Enerplus	13-13-50-22
13-24-50-22	Folder	Camrose	Enerplus	
Lufkin pump jack - eagle pump compressor - Prop	Item	1 Camrose	Enerplus	13-24-50-22
13-27-47-20	Folder	Camrose	Enerplus	
Universal Pumpjack	Item	1 Camrose	Enerplus	13-27-47-20
13-3-49-21	Folder	Camrose	Enerplus	
Separator 720 - fuel gas scrubber - Separator	Item	1 Camrose	Enerplus	13-3-49-21
13-30-49-21	Folder	Camrose	Enerplus	
Lufkin pumpjack	Item	1 Camrose	Enerplus	13-30-49-21
13-34-47-20	Folder	Camrose	Enerplus	
National Pumpjack	Item	1 Camrose	Enerplus	13-34-47-20

National pumpjack	Item	1	Camrose	Enerplus	13-34-47-20
14-10-49-21	Folder		Camrose	Enerplus	
Separator - looks like a wellhead only	Item	1	Camrose	Enerplus	14-10-49-21
14-16-49-21	Folder		Camrose	Enerplus	
Lufkin Pumpjack	Item	1	Camrose	Enerplus	14-16-49-21
14-27-47-20	Folder		Camrose	Enerplus	
Lufkin Pumpjack - no separator	Item	1	Camrose	Enerplus	14-27-47-20
14-30-49-21	Folder		Camrose	Enerplus	
Lufkin Pumpjack	Item	1	Camrose	Enerplus	14-30-49-21
14-34-48-21	Folder		Camrose	Enerplus	
MCC Package - Satellite - Air Receiver - Separator	Item	1	Camrose	Enerplus	14-34-48-21
14-5-49-21	Folder		Camrose	Enerplus	
Lufkin pumpjack - scrubber separator	Item	1	Camrose	Enerplus	14-5-49-21
15-12-50-22	Folder		Camrose	Enerplus	
Abandoned	Item	1	Camrose	Enerplus	15-12-50-22
Compressor - satellite - air receiver - scrubber - te	Item	1	Camrose	Enerplus	15-12-50-22
15-14-47-20	Folder		Camrose	Enerplus	
Alten pumpjack - compressor - propane tank	Item	1	Camrose	Enerplus	15-14-47-20
Burn missing tanks	Item	1	Camrose	Enerplus	15-14-47-20
Lufkin Ampscot pumpjacks and air receiver	Item	1	Camrose	Enerplus	15-14-47-20
15-17-49-21	Folder		Camrose	Enerplus	
Lufkin Pumpjack	Item	1	Camrose	Enerplus	15-17-49-21
15-20-49-21	Folder		Camrose	Enerplus	
Lufkin pumpjack	Item	1	Camrose	Enerplus	15-20-49-21
15-22-47-20	Folder		Camrose	Enerplus	
Continental Emsco Pumpjack	Item	1	Camrose	Enerplus	15-22-47-20
15-27-47-20	Folder		Camrose	Enerplus	
Lufkin Pumpjack	Item	1	Camrose	Enerplus	15-27-47-20
15-36-49-22	Folder		Camrose	Enerplus	
Lufkin pumpjack site 2	Item	1	Camrose	Enerplus	15-36-49-22
16-17-49-21	Folder		Camrose	Enerplus	
Compressor	Item	1	Camrose	Enerplus	16-17-49-21
Flair deum	Item	1	Camrose	Enerplus	16-17-49-21
Flair stack and building	Item	1	Camrose	Enerplus	16-17-49-21
Pumpjack	Item	1	Camrose	Enerplus	16-17-49-21
Separator	Item	1	Camrose	Enerplus	16-17-49-21
16-25-49-21	Folder		Camrose	Enerplus	
Lufkin Pumpjack separator and tank	Item	1	Camrose	Enerplus	16-25-49-21

16-27-47-20	Folder	Camrose	Enerplus	
Weatherford punpjack	Item	1 Camrose	Enerplus	16-27-47-20
16-28-47-20	Folder	Camrose	Enerplus	
Lufkin Pumpjack	Item	1 Camrose	Enerplus	16-28-47-20
16-30-49-21	Folder	Camrose	Enerplus	
Seperator	Item	1 Camrose	Enerplus	16-30-49-21
Well head	Item	1 Camrose	Enerplus	16-30-49-21
2-1-50-22	Folder	Camrose	Enerplus	
Ampscot pumpjack	Item	1 Camrose	Enerplus	2-1-50-22
Ampscot punpjack	Item	1 Camrose	Enerplus	2-1-50-22
Lufkin Pumpjack	Item	1 Camrose	Enerplus	2-1-50-22
Lufkin pumpjack	Item	1 Camrose	Enerplus	2-1-50-22
2-1-50-22	Folder	Camrose	Enerplus	
Lufkin pumpjack	Item	1 Camrose	Enerplus	2-1-50-22
2-16-49-21	Folder	Camrose	Enerplus	
Ampscot pumpjack - not set up horse head off	Item	1 Camrose	Enerplus	2-16-49-21
2-17-49-21	Folder	Camrose	Enerplus	
Ampscot Pumpjack - producing	Item	1 Camrose	Enerplus	2-17-49-21
2-20-49-21	Folder	Camrose	Enerplus	
Pump jack removed and tank	Item	1 Camrose	Enerplus	2-20-49-21
2-22-49-21	Folder	Camrose	Enerplus	
Skidded Compressor - fuel gas scrubber - sucrlon	Item	1 Camrose	Enerplus	2-22-49-21
2-24-50-22	Folder	Camrose	Enerplus	
American pumpjack	Item	1 Camrose	Enerplus	2-24-50-22
Ampscot pumpjack	Item	1 Camrose	Enerplus	2-24-50-22
LeGrand pumpjack	Item	1 Camrose	Enerplus	2-24-50-22
Teat Seperator - fuel gas scrubber - baldar motor	Item	1 Camrose	Enerplus	2-24-50-22
2-26-50-22	Folder	Camrose	Enerplus	
Lufkin pumpjack pumping	Item	1 Camrose	Enerplus	2-26-50-22
2-27-47-20	Folder	Camrose	Enerplus	
National Pumpjack	Item	1 Camrose	Enerplus	2-27-47-20
2-34-47-20	Folder	Camrose	Enerplus	
Parkersberg Pumpjack	Item	1 Camrose	Enerplus	2-34-47-20
2-34-48-21	Folder	Camrose	Enerplus	
Ampscot pumpjack	Item	1 Camrose	Enerplus	2-34-48-21
2-9-48-20	Folder	Camrose	Enerplus	
Universal Pumpjack and 400 bbl tank	Item	1 Camrose	Enerplus	2-9-48-20
3-1-50-22 facility site	Folder	Camrose	Enerplus	

American pumpjack	Item	1	Camrose	Enerplus	3-1-50-22 facility site
American pumpjack	Item	1	Camrose	Enerplus	3-1-50-22 facility site
Facility site	Item	1	Camrose	Enerplus	3-1-50-22 facility site
3-12-50-22 2 lsds	Folder		Camrose	Enerplus	
Abandoned	Item	1	Camrose	Enerplus	3-12-50-22 2 lsds
Abandoned	Item	1	Camrose	Enerplus	3-12-50-22 2 lsds
Abandoned well	Item	1	Camrose	Enerplus	3-12-50-22 2 lsds
Blackfalds tank - 2 compressors - 2 separator -	Item	1	Camrose	Enerplus	3-12-50-22 2 lsds
Inlet seperator	Item	1	Camrose	Enerplus	3-12-50-22 2 lsds
Lufkin pumpjack	Item	1	Camrose	Enerplus	3-12-50-22 2 lsds
Lufkin pumpjack	Item	1	Camrose	Enerplus	3-12-50-22 2 lsds
Lufkin pumpjack	Item	1	Camrose	Enerplus	3-12-50-22 2 lsds
Lufkin pumpjack	Item	1	Camrose	Enerplus	3-12-50-22 2 lsds
Lufkin pumpjack	Item	1	Camrose	Enerplus	3-12-50-22 2 lsds
3-15-49-21	Folder		Camrose	Enerplus	
Ideco pumpjack - scrubber - 400 bbl tank	Item	1	Camrose	Enerplus	3-15-49-21
3-16-49-21	Folder		Camrose	Enerplus	
Lufkin Pumpjack	Item	1	Camrose	Enerplus	3-16-49-21
3-20-49-21	Folder		Camrose	Enerplus	
Well head and power - nothing else	Item	1	Camrose	Enerplus	3-20-49-21
3-23-47-20	Folder		Camrose	Enerplus	
Ampscot pumpjack - scrubber - separator - tank	Item	1	Camrose	Enerplus	3-23-47-20
3-26-47-23	Folder		Camrose	Enerplus	
Water Pumping Station	Item	1	Camrose	Enerplus	3-26-47-23
3-3-49-21	Folder		Camrose	Enerplus	
Lufkin Pumpjack - Operating	Item	1	Camrose	Enerplus	3-3-49-21
3-34-47-20	Folder		Camrose	Enerplus	
Dominion Bridge Pumpjack	Item	1	Camrose	Enerplus	3-34-47-20
3-9-48-20	Folder		Camrose	Enerplus	
400 bbl tank	Item	1	Camrose	Enerplus	3-9-48-20
Lufkin Pumpjack	Item	1	Camrose	Enerplus	3-9-48-20
4-12-50-22	Folder		Camrose	Enerplus	
Seperator 2 wells and propane tank	Folder		Camrose	Enerplus	4-12-50-22
Well with missing pumpjack	Item	1	Camrose	Enerplus	4-12-50-22
4-17-49-21	Folder		Camrose	Enerplus	
Lufkin pumpjack idle	Item	1	Camrose	Enerplus	4-17-49-21
4-23-47-20	Folder		Camrose	Enerplus	
Lufkin Pumpack and 400 bbl tank	Item	1	Camrose	Enerplus	4-23-47-20


Lufkin Pumpjack	Item	1	Camrose	Enerplus	4-23-47-20
4-23-49-21	Folder		Camrose	Enerplus	
Fuel Gas Scrubber - Test Separator - Underground	Item	1	Camrose	Enerplus	4-23-49-21
4-24-50-22	Folder		Camrose	Enerplus	
Ampscot pumpjack	Item	1	Camrose	Enerplus	4-24-50-22
National pumpjack	Item	1	Camrose	Enerplus	4-24-50-22
4-34-47-20 Facility Site	Folder		Camrose	Enerplus	
Compressor	Item	1	Camrose	Enerplus	4-34-47-20 Facility Site
Item 3	Item	1	Camrose	Enerplus	4-34-47-20 Facility Site
Item 4	Item	1	Camrose	Enerplus	4-34-47-20 Facility Site
Legrand Pumpjack	Item	1	Camrose	Enerplus	4-34-47-20 Facility Site
MCC	Item	1	Camrose	Enerplus	4-34-47-20 Facility Site
Pump Jack and Pipe surplus	Item	1	Camrose	Enerplus	4-34-47-20 Facility Site
Recycle Pump Building	Item	1	Camrose	Enerplus	4-34-47-20 Facility Site
Scrubbers	Item	1	Camrose	Enerplus	4-34-47-20 Facility Site
Seperator	Item	1	Camrose	Enerplus	4-34-47-20 Facility Site
Tank Farm	Item	1	Camrose	Enerplus	4-34-47-20 Facility Site
Water pump building	Item	1	Camrose	Enerplus	4-34-47-20 Facility Site
Well head and yard	Item	1	Camrose	Enerplus	4-34-47-20 Facility Site
4-34-48-21	Folder		Camrose	Enerplus	
Lufkin Pumpjack	Item	1	Camrose	Enerplus	4-34-48-21
4-8-50-20	Folder		Camrose	Enerplus	
Well site - scrubber - separator - propane tank - 4	Item	1	Camrose	Enerplus	4-8-50-20
5-03-49-21	Folder		Camrose	Enerplus	
Lufkin Pumpjack idle	Item	1	Camrose	Enerplus	5-03-49-21
5-12-50-22	Folder		Camrose	Enerplus	
5-16-49-21	Folder		Camrose	Enerplus	
Abandoned pump jack	Item	1	Camrose	Enerplus	5-16-49-21
5-23-49-21	Folder		Camrose	Enerplus	
Facility Site - Compressor - Compressor Package	Item	1	Camrose	Enerplus	5-23-49-21
5-24-50-22	Folder		Camrose	Enerplus	
Lufkin pumpjack	Item	1	Camrose	Enerplus	5-24-50-22
5-25-47-20	Folder		Camrose	Enerplus	
Scrubber and separator	Item	1	Camrose	Enerplus	5-25-47-20
5-26-47-20	Folder		Camrose	Enerplus	
400 bbl tank - berm - tank burner	Item	1	Camrose	Enerplus	5-26-47-20
Fuel Gas Scrubber - Separator - storage tank	Item	1	Camrose	Enerplus	5-26-47-20
Pump Jack (Horse head off) and second well head	Item	1	Camrose	Enerplus	5-26-47-20

5-27-47-20	Folder	Camrose	Enerplus	
Lufkin Pumpjack	Item	1 Camrose	Enerplus	5-27-47-20
6-12-50-22	Folder	Camrose	Enerplus	
Abandoned well	Item	1 Camrose	Enerplus	6-12-50-22
American pumpjack	Item	1 Camrose	Enerplus	6-12-50-22
Lufkin pumpjack	Item	1 Camrose	Enerplus	6-12-50-22
Lufkin pumpjack and well	Item	1 Camrose	Enerplus	6-12-50-22
Well head no pumpjack	Item	1 Camrose	Enerplus	6-12-50-22
Well head no pumpjack	Item	1 Camrose	Enerplus	6-12-50-22
6-27-49-21	Folder	Camrose	Enerplus	
Scrubber and separators	Item	1 Camrose	Enerplus	6-27-49-21
6-29-49-21 facility single well site	Folder	Camrose	Enerplus	
Inventory	Item	1 Camrose	Enerplus	6-29-49-21 facility single well site
Item 2	Item	1 Camrose	Enerplus	6-29-49-21 facility single well site
6-32-49-21	Folder	Camrose	Enerplus	
Gas header	Item	1 Camrose	Enerplus	6-32-49-21
6-33-48-21	Folder	Camrose	Enerplus	
Wellhead	Item	1 Camrose	Enerplus	6-33-48-21
6-34-47-20	Folder	Camrose	Enerplus	
National Pumpjack	Item	1 Camrose	Enerplus	6-34-47-20
Separator	Item	1 Camrose	Enerplus	6-34-47-20
6-8-49-21	Folder	Camrose	Enerplus	
Ampscot pumpjack	Item	1 Camrose	Enerplus	6-8-49-21
7-11-50-20	Folder	Camrose	Enerplus	
Single well site scrubber separator propane tank	Item	1 Camrose	Enerplus	7-11-50-20
7-16-49-21	Folder	Camrose	Enerplus	
Lufkin pumpjack	Item	1 Camrose	Enerplus	7-16-49-21
7-17-49-21	Folder	Camrose	Enerplus	
Compressor separators MCC air receiver	Item	1 Camrose	Enerplus	7-17-49-21
Wellhead	Item	1 Camrose	Enerplus	7-17-49-21
7-22-50-20	Folder	Camrose	Enerplus	
Separator solar pan 7-22-50-20	Item	1 Camrose	Enerplus	7-22-50-20
7-27-47-20	Folder	Camrose	Enerplus	
Ampscot pumpjack	Item	1 Camrose	Enerplus	7-27-47-20
7-33-47-20	Folder	Camrose	Enerplus	
Water injection Package	Item	1 Camrose	Enerplus	7-33-47-20
7-34-47-20 lufkin	Folder	Camrose	Enerplus	
Lufkin pumpjack	Item	1 Camrose	Enerplus	7-34-47-20 lufkin

8-27-47-20
Dominion Bridge Pumpjack
9-27-47-20
Ampscot Pumpjack
9-28-47-20
LeGrande Pumpjack

Folder		Camrose	Enerplus	
Item	1	Camrose	Enerplus	8-27-47-20
Folder		Camrose	Enerplus	
Item	1	Camrose	Enerplus	9-27-47-20
Folder		Camrose	Enerplus	
Item	1	Camrose	Enerplus	9-28-47-20

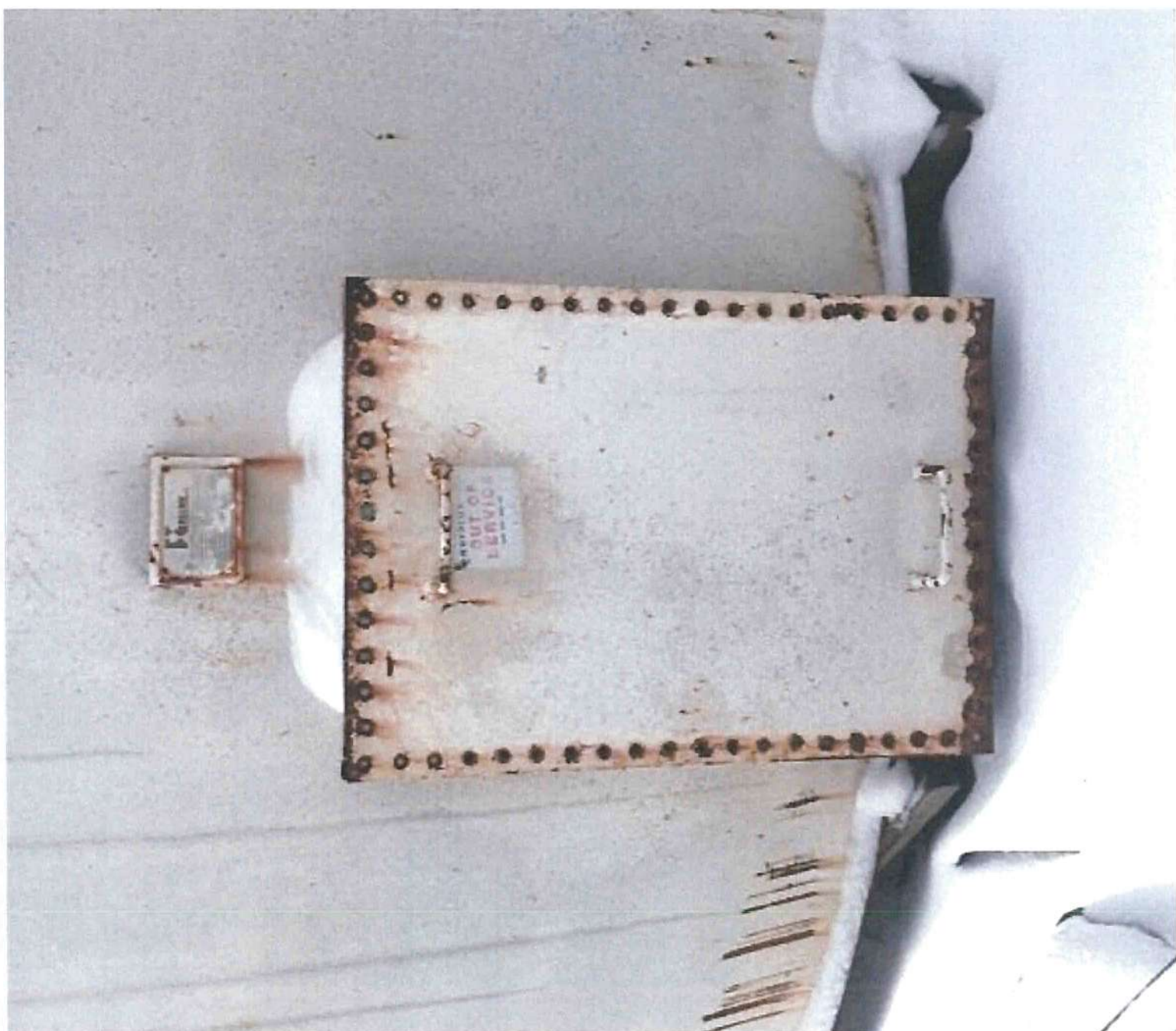
This is Exhibit "P" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023.



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor





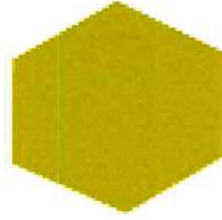


Scan With Sordly

6CC23

Inventory

LINK OR / BARCODE





Inventory



LINK OR / BARCODE

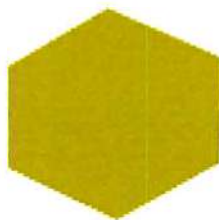
82FA8



Scan With **Sortly**



Inventory

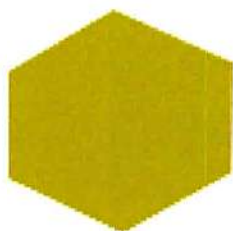


418DE



Scan With **Sortly**

Inventory

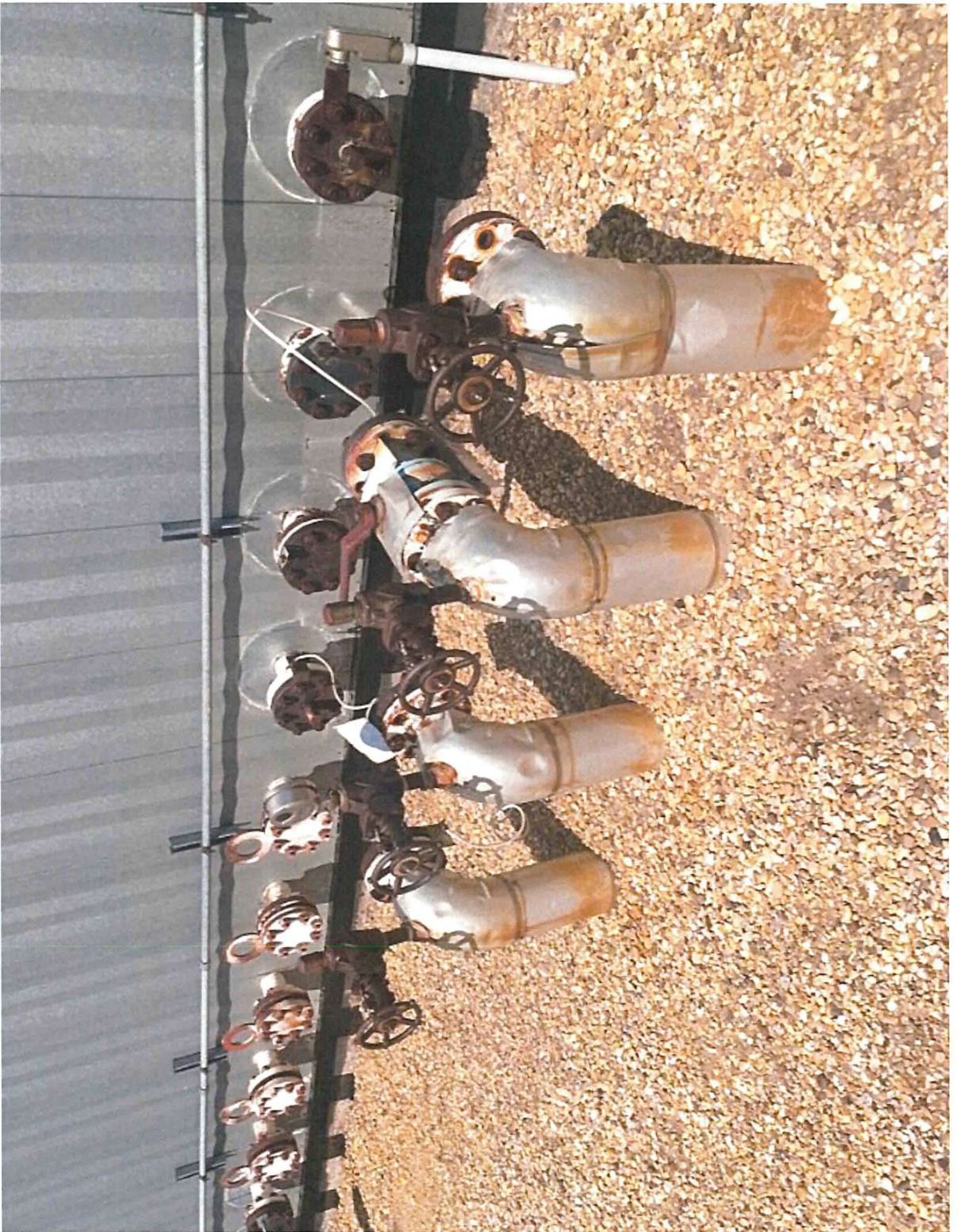


43D5E



Scan With **Sortly**





Inventory



LINK OR BARCODE

F088C



Scan With **Sortly**



Inventory




Inventory Management System

2340A



Scan With **Sortly**

This is Exhibit "Q" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

CONVEYANCE AGREEMENT

PAYEES	DATE	CHEQUE #	AMOUNT	BALANCE
Conveyance Agreement	4-Jan-19			\$ (90,000.00)
Pandell Technology	24-Jan-19	324	\$ 10,000.00	\$ (80,000.00)
1092401 Alberta Ltd.	25-Jan-19	325	\$ 37,800.00	\$ (42,200.00)
Ernie Methot	17-Apr-19	334	\$ 20,000.00	\$ (22,200.00)
TOTAL			\$ 67,800.00	

0324
DATE JAN. 24/19 P
TO LANDELL

RE Deposit on Acct Fees

GST #		GST #	
BALANCE FORWARD			
THIS CHEQUE	10000	00	
DEPOSIT			
OTHER			
BALANCE			

00003241

CHEQUE # 00324

510,000.00

PAMOCO RESOURCES LTD.
10 PAUL C. ROSE
RED OIL, ALBERTA T4B 1A3

0324
DATE 2019-01-24

PAY TO THE ORDER OF PANTZELL \$10,000.00
TEN THOUSAND DOLLARS AND 00 CENTS

Canada Trust
1000003241 00025900041 7238 5233241

CHEQUE # 00324

Virtual Endorsement
DSPACC: 1003847
DSPTR: 02349-003
CSID: 3190244025628608215
TWOID: 1
SCANSES: 93,515,840
ITEMSEQ: 2
CHANO: 003
ARPCD: 5900
TRANSIT: 08240
DISPCH: CAS
TEFDT: 24/01/19
OPID: 942537656

02349 100 384

Signature or Stamp

BACK VERSO

0325

DATE

JAN. 24/19

P

TO

1092401 LTD.

(DATE 16/19)

RE

	BALANCE	
	FORWARD	
	THIS	
	CHEQUE	37.00
	DEPOSIT	
	OTHER	E-4
	BALANCE	

0025-5233241

CHEQUE # 00325

\$37,800.00

PANOCO RESOURCES LTD. BY PAUL GORE NEW SCOTIA, CANADA		0325
DATE 2019-01-24		
PAYS TO THE ORDER OF 1092401 AB LTD.		\$37800.00
37800 DOLLARS		
Canada Trust 1100 BAY 100 DEPT. ALBERTA, CANADA	PANOCO RESOURCES LTD.	
MICROFILM 000325 000259-004 7238-5233241		

CHEQUE # 00325

Negotiating Institution: RBC ROYAL BANK / CSC		Printer ID # 1021
Deposit Transit Number: 02979-003		
Account Number: 1019231		
Date (YYYYMMDD): 20190125		
Item Sequence Number: 9131469811		
Endorsement - Signature or Stamp		
TICK OFFERS CALL BACKVERSO		

Repek Woods

0334

DATE April 17/19

TO Ernie methot

RE Advance/consulting fees

GST # GST #

BALANCE FORWARD		
THIS CHEQUE	20,000	00
DEPOSIT		
OTHER		
BALANCE		

ENG

0025-5233241

CHEQUE # 00334


\$20,000.00

PAMCO RESOURCES LTD. SPALLO CREEK REDDELL, AB T0P 1J2		0334
DATE 2019-04-17 Y Y Y Y M M D D		
PAY TO the order of	Ernie methot	\$ 20,000.00
20000 DOLS 00 CTS		
Canada Trust REDDELL, AB T0P 1J2		
Advance Consulting fees		
PAMCO RESOURCES LTD.		
M000334 000259-0040 7238-5233241		

CHEQUE # 00334

Deposit date/time: 04/18/2019, 13:08:10	Printer ID# 1021
Deposit Trans/Fr: 07668-219	
Deposit account: WGC30174410	
Source Number: 36	
Deposit Number: 0116847	
Sequence Number: 1	
User ID: E30050	
Location: 768	
Location Number: 768	
IDCT 071119 CAL 2019-04-18 15:01:42 514251463	BACKVERSO

This is Exhibit "R" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

CONVEYANCE OF TANGIBLES

THIS AGREEMENT made this ____ day of JANUARY, 2019,

BETWEEN:

ROBUS RESOURCES INC.,
a body corporate, having an office in the City of Calgary,
in the Province of Alberta
(the "Vendor")

AND:

PAMOCO RESOURCES LTD.
a body corporate, having an office in the City of Red Deer,
in the Province of Alberta
(the "Purchaser")

OF THE SECOND PART

WHEREAS the Vendor is the beneficial owner of certain property and rights associated with such property acquired by the Vendor from Enerplus Corporation under an Agreement of Purchase and Sale dated December 9th 2016 as amended April 5th 2017 and November 17th 2017 (the "December 9th 2016 Agreement");

NOW THEREFORE in consideration of the sum of Ninety Thousand (\$90,000.00) Dollars now paid by the Purchaser to the Vendor, the receipt of which is hereby acknowledged by the Vendor, the Vendor hereby sells, assigns, transfers and conveys and sets over to the Purchaser, and the Purchaser now hereby purchases from the Vendor, all of the right, title, estate and interest of the Vendor (whether absolute or contingent, legal or beneficial) in and to the Tangibles (as that term is defined in the December 9th 2016 Agreement) and the Miscellaneous Interests (as that term is defined in the December 9th 2016 Agreement) (but only insofar as the said Miscellaneous Interests relate to the Tangibles), and including all of the Vendor's choses in action arising from the December 9th 2016 Agreement as such rights concern the Tangibles.

IN WITNESS WHEREOF the parties hereto have executed this Conveyance of Tangibles as of the date first above written.

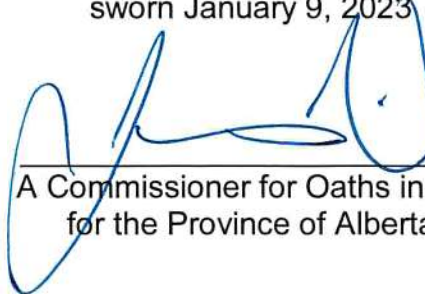
ROBUS RESOURCES INC.

Per: _____
Name: _____
Title: _____

PAMOCO RESOURCES LTD.

Per: _____
Name: _____
Title: _____

This is Exhibit "S" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

Search ID #: Z15717019

Transmitting Party

MILLER THOMSON LLP

3000, 700 9 AVENUE SW
CALGARY, AB T2P 3V4

Party Code: 50062611
Phone #: 519 593 3217
Reference #: JWR new file

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

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 #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

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

Current

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

Secured Party / Parties

Block

Status

Current

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

Collateral: General

Block

Description

Status

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

Current

2 Ariel JGD4 Compressor

Current

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 20021327493

Registration Date: 2020-Feb-13

Registration Type: SECURITY AGREEMENT

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

1

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

Status

Current

Secured Party / Parties

Block

1

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

Status

Deleted by
21090326934

Block

2

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

Status

Deleted by
22011319415

Block

3

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

Status

Current by
22011319415

Search ID #: Z15717019

Collateral: General

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

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

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

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

Status

Current

Secured Party / Parties

Block

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

Status

Deleted by
21090327062

Block

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

Status

Deleted by
22011319442

Block

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

Status

Current by
22011319442

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

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

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

Current

Secured Party / Parties

Block

Status

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

Current

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 #: Z15717019

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 #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 21012228376

Registration Date: 2021-Jan-22

Registration Type: SECURITY AGREEMENT

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 #: Z15717019

- | | | |
|---|--|---------|
| 4 | 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). | Current |
| 5 | 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. | Current |
| 6 | 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:
- 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 #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 21012228453

Registration Date: 2021-Jan-22

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

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 21012520666

Registration Date: 2021-Jan-25

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

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

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 #: Z15717019

- | | | |
|---|--|---------|
| 4 | 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). | Current |
| | | |
| 5 | 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. | Current |
| | | |
| 6 | 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:
- 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 #: Z15717019

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
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

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 21012520704

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

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 #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 21012520809

Registration Date: 2021-Jan-25

Registration Type: SECURITY AGREEMENT

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 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

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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 #: Z15717019

- | | | |
|------|--|---------|
| 4 | 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). | Current |
|
 | | |
| 5 | 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. | Current |
|
 | | |
| 6 | 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:
- 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 #: Z15717019

Particulars

Block **Additional Information**

Status

1	Full address of the Secured 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 #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

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 #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 21040814880

Registration Date: 2021-Apr-08

Registration Type: WRIT OF ENFORCEMENT

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 #: Z15717019

Debtor(s)

Block

Status

Current

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

Creditor(s)

Block

Status

Current

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

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 21041526736

Registration Date: 2021-Apr-15

Registration Type: WRIT OF ENFORCEMENT

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

Post Judgment Interest: \$0.00

Costs Are: \$1,631.00

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 #: Z15717019

Debtor(s)

Block

Status

Current

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

Creditor(s)

Block

Status

Deleted by
22011229034

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

Block

Status

Current by
22011229034

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

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 21081127823

Registration Date: 2021-Aug-11

Registration Type: WRIT OF ENFORCEMENT

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 #: Z15717019

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 #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 21093010262

Registration Date: 2021-Sep-30

Registration Type: WRIT OF ENFORCEMENT

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

Post Judgment Interest: \$0.00

Costs Are: \$781.03

Current Amount Owing: \$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

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

Status
Current

Search ID #: Z15717019

Creditor(s)

Block

Status

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

Current

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 21112527718

Registration Date: 2021-Nov-25

Registration Type: WRIT OF ENFORCEMENT

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

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

Status

Current

Creditor(s)

Block

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

Status

Current

Search ID #: Z15717019

Email: CRAIG@STERLINGCREDIT.CA

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 21121012676

Registration Date: 2021-Dec-10

Registration Type: WRIT OF ENFORCEMENT

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

Post Judgment Interest: \$0.00

Costs Are: \$200.00

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

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

Status

Current

Creditor(s)

Block

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

Status

Current

Search ID #: Z15717019

Email: dean@cartelenergy.com

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 22020822583

Registration Date: 2022-Feb-08

Registration Type: WRIT OF ENFORCEMENT

Registration Status: Current

Expiry Date: 2024-Feb-08 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2101-12440

Judgment Date is 2022-Feb-04

This Writ was issued on 2022-Feb-07

Type of Judgment is Other

Original Judgment Amount: \$64,867.05

Costs Are: \$0.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$64,867.05

Exact Match on:

Debtor

No: 1

Solicitor / Agent

MLT AIKINS LLP
2100 LIVINGSTON PLACE, 222-3 AVE SW
CALGARY, AB T2P 0B4

Phone #: 403 693 4310

Fax #: 403 508 4349

Reference #: 0153437.00001

Email: JBOURCHIER@MLTAIKINS.COM

Debtor(s)

Block

1 ROBUS RESOURCES INC.
1500-850-2 ST SW
CALGARY, AB T2P 0R8

Status

Current

Creditor(s)

Block

1 WEST ROCK ENERGY CONSULTANTS LTD.
700-138-4 AVE SE
CALGARY, AB T2G 4Z6

Status

Current

Search ID #: Z15717019

Email: JBOURCHIER@MLTAKINS.COM

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 22021009897

Registration Date: 2022-Feb-10

Registration Type: WRIT OF ENFORCEMENT

Registration Status: Current

Expiry Date: 2024-Feb-10 23:59:59

Issued in Lethbridge Judicial Centre

Court File Number is 2106 00463

Judgment Date is 2021-Dec-16

This Writ was issued on 2022-Feb-08

Type of Judgment is Other

Original Judgment Amount: \$26,645.59

Costs Are: \$0.00

Post Judgment Interest: \$7.74

Current Amount Owing: \$26,653.33

Exact Match on:

Debtor

No: 1

Solicitor / Agent

NORTH & COMPANY LLP
#600, 220 - 4 STREET SOUTH
LETHBRIDGE, AB T1J 4J7

Phone #: 403 328 7781

Fax #: 403 359 5749

Reference #: 121758.012

Email: iandrews@north-co.com

Debtor(s)

Block

Status

1 ROBUS RESOURCES INC.
1500 - 850 2 STREET S
CALGARY, AB T2P 0R8

Current

Creditor(s)

Block

Status

1 LEAGUE PROJECTS LTD.
600 - 220 4TH STREET S
LETHBRIDGE, AB T1J 4J7

Current

Search ID #: Z15717019

Email: blaine.brigley@leaguepipeline.ca

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 22021113513

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-Feb-11

Registration Status: Current

Expiry Date: 2024-Feb-11 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2201-00326

Judgment Date is 2021-Nov-30

This Writ was issued on 2022-Jan-12

Type of Judgment is Other

Original Judgment Amount: \$5,792.91

Costs Are: \$362.27

Post Judgment Interest: \$0.00

Current Amount Owing: \$6,155.18

Exact Match on:

Debtor

No: 1

Solicitor / Agent

BENOIT REGULATORY COMPLIANCE INC.
1600, 736 - 6TH AVENUE SW
CALGARY, AB T2P3T7
Email: rswanson@benoitregulatory.com

Debtor(s)

Block

Status

1 ROBUS RESOURCES INC.
400 3RD AVENUE SW, SUITE 3700
CALGARY, AB T2P4H2

Current

Creditor(s)

Block

Status

1 BENOIT REGULATORY COMPLIANCE INC.
1600, 736 - 6TH AVENUE SW
CALGARY, AB T2P 3T7
Email: rswanson@benoitregulatory.com

Current

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 22021812773

Registration Date: 2022-Feb-18

Registration Type: WRIT OF ENFORCEMENT

Registration Status: Current

Expiry Date: 2024-Feb-18 23:59:59

Issued in Wetaskiwin Judicial Centre

Court File Number is 221200005

Judgment Date is 2022-Feb-16

This Writ was issued on 2022-Feb-18

Type of Judgment is Other

Original Judgment Amount: \$567,403.04

Costs Are: \$1,655.22

Post Judgment Interest: \$0.00

Current Amount Owing: \$569,058.26

Exact Match on:

Debtor

No: 1

Solicitor / Agent

FIELDING & COMPANY LLP
100,4918-51 STREET
CAMROSE, AB T4V 1S3

Phone #: 780 672 8851

Fax #: 844 677 9689

Reference #: C1236-M0002

Email: lawyers@fieldingco.com

Debtor(s)

Block

1 ROBUS RESOURCES INC.
96 OAKWOOD CLOSE
RED DEER, AB T4P 0C5

Status

Current

Creditor(s)

Block

1 DHC WELL SERVICING
BOX 1934
CAMROSE, AB T4V 1X8

Status

Current

Search ID #: Z15717019

Email: lawyers@fieldingco.com

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 22022215151

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-Feb-22

Registration Status: Current

Expiry Date: 2024-Feb-22 23:59:59

Issued in Wetaskiwin Judicial Centre

Court File Number is 221200011

Judgment Date is 2022-Feb-16

This Writ was issued on 2022-Feb-22

Type of Judgment is Other

Original Judgment Amount: \$413,294.75

Costs Are: \$1,652.22

Post Judgment Interest: \$0.00

Current Amount Owning: \$414,946.97

Exact Match on:

Debtor

No: 1

Solicitor / Agent

FIELDING & COMPANY LLP
100, 4918-51 STREET
CAMROSE, AB T4V 1S3

Phone #: 780 672 8841

Fax #: 844 677 9689

Reference #: C0181-M0005

Email: lawyers@fieldingco.com

Debtor(s)

Block

1 ROBUS RESOURCES INC.
96 OAKWOOD CLOSE
RED DEER, AB T4P 0C5

Status

Current

Creditor(s)

Block

1 AMPED ENERGY SERVICES LTD.
BOX 717
SEDGEWICK, AB T0B 4C0

Status

Current

Search ID #: Z15717019

Phone #: 780 672 8841

Fax #: 844 677 9689

Email: lawyers@fieldingco.com

Search ID #: Z15717019

Business Debtor Search For:

ROBUS RESOURCES INC.

Search ID #: Z15717019

Date of Search: 2022-Dec-29

Time of Search: 11:16:52

Registration Number: 22030226307

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-Mar-02

Registration Status: Current

Expiry Date: 2024-Mar-02 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2101-12440

Judgment Date is 2022-Feb-28

This Writ was issued on 2022-Mar-02

Type of Judgment is Other

Original Judgment Amount: \$0.00

Costs Are: \$2,228.59

Post Judgment Interest: \$0.00

Current Amount Owning: \$2,228.59

Exact Match on:

Debtor

No: 1

Solicitor / Agent

MLT AIKINS LLP-ATTN: JONATHAN BOURCHIER/KYLE SMITH

2100-222-3 AVE SW

CALGARY, AB T2P 0B4

Phone #: 403 543 4300

Fax #: 403 508 4349

Reference #: 153437.1

Email: DCHRISTIANSEN@MLTAKINS.COM

Debtor(s)

Block

1 ROBUS RESOURCES INC.
C/O 1500-850-2 ST SW
CALGARY, AB T2P 0R8

Status

Current

Creditor(s)

Block

1 WEST ROCK ENERGY CONSULTANTS LTD.
C/O 2100-222-3 AVE SW
CALGARY, AB T2P 0B4

Status

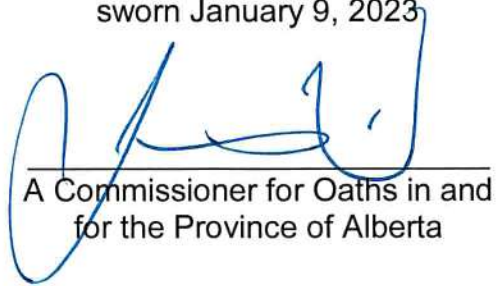
Current

Search ID #: Z15717019

Email: DCHRISTIANSEN@MLTAIKINS.COM

Result Complete

This is Exhibit "T" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

C.E. Forgues & Company
BARRISTERS & SOLICITORS

#200, 6784 - 65 AVENUE
RED DEER, ALBERTA
T4P 1A5

TELEPHONE 403-342-7044
FAX 403-342-7055
EMAIL chris@forgueslaw.com

CHRISTOPHER E. FORGUES
FRED YOUM (Student-at-Law)
Our file: 4317

January 14, 2021

Robus Resources Inc.
5502 - 28A Avenue Close
Camrose, AB T4V 3A4

Attention: Ernie Methot

by email to: emethot@robusresources.ca

Dear Sir:

Re: Pamoco Resources Ltd.

I act for Pamoco Resources Ltd. I am informed that you are assisting and directing Robus Resources Inc. to enter or attempt to enter contracts for sales of equipment and sales of petroleum and natural gas rights, where those assets do not in fact belong to Robus Resources Inc.

You will recall that all Assets, as were at one time acquired from Enerplus Corporation by Robus Resources Inc., were sold by Robus Resources Inc. to my client. Attached is a copy of the General Conveyance dated January 4, 2019 executed by Robus Resources Inc. in this regard.

We therefore demand that both yourself and Robus Resources Inc. immediately cease and desist from any endeavour to sell equipment and petroleum and natural gas rights which are the property of Pamoco Resources Ltd.

Yours truly,

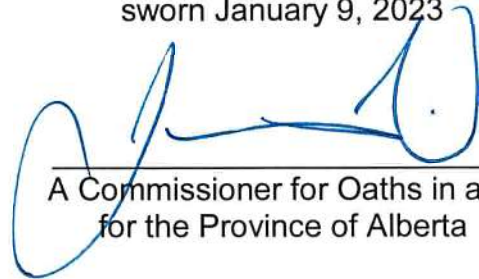


Chris Forgues

/lp
encl

cc: client

This is Exhibit "U" referred to
in the Affidavit of Terry O'Connor
sworn January 9, 2023



A Commissioner for Oaths in and
for the Province of Alberta

James W. Reid
Barrister & Solicitor

Cassels

June 17, 2022

Via Email : chris@forqueslaw.com

C.E. Forgues & Company
#200, 6784 – 65 Avenue
Red Deer, AB, T4P 1A5

dmarechal@cassels.com

tel: +1 403 351 2922

fax: +1 403 648 1151

file # 57100-1

Attn: Chris Forgues

Dear Sir:

Re: Court File No.: 2201-01016
Robus Services LLC v. Robus Resources Inc.

As you are aware, we are counsel to Alvarez & Marsal Canada Inc. in its capacity as receiver and manager (in such capacity, the "**Receiver**") of the property, assets and undertakings of Robus Resources Inc. ("**Robus**"). We are writing further to your correspondence dated May 12 and June 1, 2022.

To summarize briefly, it is our understanding that your client, Pamoco Resources Ltd. ("**Pamoco**"), is taking the position that:

1. Robus transferred all "**Tangibles**" (as that term is defined in an Agreement of Purchase and Sale dated December 9, 2016 between Robus and Enerplus Corporation) to Pamoco pursuant to a Conveyance of Tangibles dated January 4, 2019 (the "**Conveyance of Tangibles**"); and
2. The Conveyance of Tangibles creates an absolute transfer of the Tangibles in and to Pamoco and does not create, nor was it intended to create, a security interest in favour of Pamoco in and to the Tangibles.

We further understand that Pamoco acknowledges that consideration in the amount of \$90,000 (as described in the Conveyance of Tangibles) was never paid by Pamoco to Robus.

Based on our review of the documents provided to date, it is the Receiver's position that:

1. The Conveyance of Tangibles did not transfer title in the Tangibles from Robus to Pamoco due to (among other things) a lack of consideration; and
2. In the event the Conveyance of Tangibles did transfer title in the Tangibles from Robus to Pamoco, the Tangibles remain subject to the security interest taken by Robus Services LLC in and to the Tangibles as a result of section 26 of the *Sale of Goods Act* (Alberta).

Please be advised that should Pamoco disagree with the Receiver's position as outlined above, Pamoco will have the opportunity to raise its concerns during the Receiver's application to sell the Tangibles, the timing of which application is currently unknown.

Please note that I will be away from June 18 to June 26, 2022 and may be delayed in responding to communications during that time.

t: 403 351 2920
f: 403 648 1151
cassels.com

Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West, 888 3rd Street SW
Calgary, AB T2P 5C5 Canada

Cassels

June 17, 2022
Page 2

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

DM

LEGAL*56239810.2