This is Exhibit "A"

referred to in the affidavit of

GARTH WONG

Sworn before me this 17 day of JULY, 2013.

A Commissioner for Oaths for the Province of Alberta

MATTI LEMMENS
Barrister & Solicitor

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, as amended
AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9

AND IN THE MATTER OF
OILSANDS QUEST INC., OILSANDS QUEST SASK INC., TOWNSHIP PETROLEUM CORPORATION, STRIPPER ENERGY SERVICES INC., 1291329 ALBERTA LTD., OILSANDS QUEST TECHNOLOGY INC., WESTERN PETROCHEMICALS CORP. and 1259882 ALBERTA LTD.

Proof of Claim OILSANDS QUEST INC. ("OQI")
For Claims Arising Before November 29, 2011
(See Reverse for Instructions)

Regarding the claim of Thomas Milne, Case no. 11-CV-01288 (SDNY) (referred to in this form as "the creditor")
(name of creditor)

All notices or correspondence regarding this claim to be forwarded to the creditor at the following address:

Burns, Figa & Will, P.C.
6400 S. Fiddler's Green Circle, Suite 1000
Greenwood Village, Colorado, United States 80111

Telephone: 1-303-796-2626 Fax: 1-303-796-2777

Sara Van Deusen residing in the city
(name of person signing claim) **(city, town, etc.)**

of Greenwood Village in the Province of Colorado
(name of city, town, etc.)

Do hereby certify that:

1. ☐ I am the creditor
   or
   ☒ I am the attorney of the creditor.
   (if an officer or employee of the company, state position or title)

2. I have knowledge of all the circumstances connected with the claim referred to in this form.

3. A. OQI was, as at November 29, 2011, and still is indebted to the creditor in the sum of $ 37,267.45 as shown by the statement of account attached hereto and marked "Schedule A". Claims should **not** include the value of goods and/or services supplied or claims arising after November 29, 2011. If a creditor's claim is to be reduced by deducting any counter claims to which OQI is entitled and/or amounts associated with the return of equipment and/or assets by OQI, please specify.

   The statement of account must specify the vouchers or other evidence in support of the claim including the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest.

   B. The indebtedness referred to in paragraph 3. A. is in the following currency:

   ☐ Canadian Dollars

   ☒ United States Dollars

4. A. ☒ **Unsecured claim.** $ 37,267.45. In respect to the said debt, the creditor does not and has not since November 29, 2011, held any assets of OQI as security.

   B. ☐ **Secured claim.** $________. In respect of the said debt, the creditor holds assets of OQI valued at $________ as security:

   ***Provide full particulars of the security**, including the date on which the security was given and the value at which the creditor assesses the security together with the basis of valuation, and attach a copy of the security documents as Schedule "B"*

Dated at Greenwood Village Colorado, this 30th day of August, 2012.
Insert city and date of signature

Alex Wenzel [signature]
Witness

[signature] Sara Van Deusen
(signature of individual completing the form)

Must be signed and witnessed

INDEMNITY AGREEMENT

THIS AGREEMENT is effective as of January 1, 2007.

BETWEEN:

OILSANDS QUEST INC., a corporation incorporated under the laws of Colorado, having its head office in the City of Calgary (the "Corporation")

- and -

Tom Milne
of Calgary, Alberta, Canada
(the "Indemnified Party")

RECITALS:

1. The Indemnified Party is, or has agreed to act as, a director or officer of the Corporation and/or is acting or may, at the Corporation's request, act in an Authorized Capacity of Another Entity and the Corporation wishes the Indemnified Party to serve or continue in such capacity; and

2. In order to induce the Indemnified Party to serve or continue to provide services to the Corporation or Another Entity, the Corporation wishes to provide for the indemnification of, and advancement of expenses to, the Indemnified Party to the maximum extent permitted by applicable law.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, and in consideration of the Indemnified Party agreeing to act, or to continue to act, as a director or officer of the Corporation or in an Authorized Capacity with Another Entity, the Corporation and the Indemnified Party do hereby covenant and agree as follows:

1. Definitions

1.1 As used in this Agreement, including the Recitals:

(a) "Act" means the Colorado Business Corporation Act, as amended;

(b) "Advance" means an advance of Expenses to the Indemnified Party pursuant to Section 3;

(c) "Another Entity" means a corporation, partnership, joint venture, trust or unincorporated association or organization of which the Indemnified Party serves in an Authorized Capacity at the request of the Corporation;

(d) "Authorized Capacity" means a director or officer, or a similar capacity, of a Another Entity;

(e) "By-Laws" means the by-laws of the Corporation;

(f) "Court" means the Court of Queen's Bench of the Province of Alberta;

(g) "Expenses" means all costs, charges and expenses incurred by the Indemnified Party in respect of any Proceedings including, without limitation, reasonable fees and disbursements of counsel and other professional fees and out-of-pocket expenses for attending discoveries, trials or hearings and meetings to prepare for such proceedings, but shall not include Loss;

(h) "Liabilities" means the Expenses and Loss incurred by the Indemnified Party in respect of any Proceedings;

(i) "Loss" means amounts which the Indemnified Party is legally obligated to pay as a result of a Proceeding against the Indemnified Party including amounts paid to settle an action or satisfy a judgment or to satisfy any fines or penalties levied in respect of such Proceedings, but shall not include Expenses; and

(j) "Proceedings" means any threatened, pending or completed civil, criminal, administrative, investigative or other proceeding (including formal and informal inquiries and hearings), whether or not charges have been laid against the Corporation or Another Entity or the Indemnified Party, in which the Indemnified Party is involved by reason of the Indemnified Party's association with the Corporation or Another Entity, or by reason of anything done or not done by the Indemnified Party in the capacity as a director or officer of the Corporation or in an Authorized Capacity with Another Entity.

2. Indemnification

2.1 Except in respect of an action referred to in Section 2.2 and subject to Section 2.3, the Corporation shall indemnify and save harmless the Indemnified Party from and against all Liabilities, actually and reasonably incurred by the Indemnified Party in respect of any Proceedings if:

(a) the Indemnified Party acted honestly and in good faith with a view to the best interests of the Corporation or Another Entity, as the case may be; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Indemnified Party had no reasonable grounds for believing that the Indemnified Party's conduct was unlawful.

2.2 In respect of any action by or on behalf of the Corporation or Another Entity to procure a judgment in its favour, to which the Indemnified Party is made a party by reason of being or having been a director or officer of the Corporation or serving in an Authorized Capacity with Another Entity, or by reason of anything done or not done by the Indemnified Party in any such capacity, the Corporation shall, with the prior approval of the Court, indemnify and save harmless the Indemnified Party against all Expenses actually and reasonably incurred by the Indemnified Party in connection with such Proceedings if the Indemnified Party fulfils the conditions set out in Sections 2.1(a) and (b) above. The Corporation agrees to make application to the Court for approval of such indemnification and to use reasonable commercial efforts to obtain approval to such indemnification.

2.3 Notwithstanding any other provision of this Agreement, the Corporation shall not be obligated to:

(a) indemnify the Indemnified Party or make Advances with respect to Proceedings initiated or brought voluntarily by the Indemnified Party and not by way of defence, except (i) with respect to Proceedings to enforce a right to indemnification or Advance pursuant to this Agreement, or (ii) in specific cases if the Board of Directors of the Corporation has approved the initiation of such Proceedings; or

(b) indemnify the Indemnified Party in respect of any amounts the payment of which by the Corporation is not permitted by applicable law.

2.4 For the purposes of this Agreement, the termination of any Proceedings by judgment, order, settlement or conviction, or similar or other result shall not, of itself, create any presumption for the purposes of this Agreement that the Indemnified Party did not act honestly and in good faith with a view to the best interests of the Corporation or Another Entity, as the case may be, or that, in the case of a criminal or administrative action or proceeding that is enforced by monetary penalty, the Indemnified Party had no reasonable grounds for believing that the Indemnified Party's conduct was unlawful, unless the judgement or order of the court or other competent authority shall specifically find or determine otherwise.

2.5 In respect of any claim for indemnification pursuant to this Agreement, the Corporation may not indemnify the Indemnified Party unless a determination is made that the Indemnified Party acted honestly and in good faith and with a view to the best interests of the Corporation or Another Entity, as the case may be, and, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, to have had no reasonable grounds for believing that his (her) conduct was unlawful. The determination shall be made either: (1) by a majority vote of the board of directors present at a meeting at which a quorum is present, and only those directors not parties to the Proceedings shall be counted in satisfying the quorum; (2) if a quorum cannot be obtained, by a majority vote of a committee of board of directors designated by the board of directors, including the directors who are parties to the Proceedings, which committee shall consist of two or more directors not parties to the Proceedings; (3) if a quorum cannot be obtained under (1) and a committee cannot be established under (2), then the determination shall be made by independent legal counsel selected by a majority vote of the full board of directors, or by the shareholders.

2.6 If the Indemnified Party is entitled under this Agreement to a portion but not all of the benefit of the indemnification provided hereunder, the Corporation shall indemnify the Indemnified Party for the portion thereof to which the Indemnified Party is determined to be entitled.

3. Advance Of Expenses

3.1 Subject to Section 2.3, the Corporation shall advance moneys to the Indemnified Party for Expenses of the Indemnified Party reasonably incurred in respect of any Proceedings referred to in Section 2.1, as may be appropriate to enable the Indemnified Party to properly investigate, defend, participate in or appeal such Proceedings.

3.2 The Corporation shall seek Court approval to the advance of moneys to the Indemnified Party for Expenses reasonably incurred by the Indemnified Party in respect of Proceedings referred to in Section 2.2.

3.3 In the event that it is ultimately determined that the Indemnified Party was not entitled to be indemnified, or was not entitled to be fully indemnified, for any Liabilities in any Proceedings in respect of which Advances have been made under Section 3.1 or 3.2, the Indemnified Party shall reimburse the Corporation for such Advances or portion of such Advances.

3.4 An Advance shall be made by the Corporation upon receipt of :

(a) a written request for Advance containing sufficient detail of the Proceedings and Expenses to enable the Corporation to determine whether and the extent to which the Indemnified Party is entitled to an Advance;

(b) copies of all receipts, invoices and other supporting material reasonably required by the Corporation (including in the case of legal or other professional advisors, a detailed description of the services rendered) in respect of the Expenses;

(c) a written acknowledgement of the Indemnified Party's obligation to reimburse the Corporation for the amount of all Advances if it is determined that the Indemnified Party was not entitled to be indemnified or fully indemnified for Expenses in respect of which Advances were made by the Corporation; and

(d) a written affirmation that, based on facts known to the Indemnified Party and in relation to the matter giving rise to the request for the Advance, the Indemnified Party in good faith believes that the Indemnified Party:

(i) acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of Another Entity for which the Indemnified Party acted in an Authorized Capacity; and

(ii) in the case of a criminal or administrative proceeding that is enforced by a monetary penalty, the Indemnified Party had no reasonable grounds for believing that his or her conduct was unlawful.

(e) a determination that is made pursuant to Section 2.5 that the facts then known will not preclude indemnification under this Agreement.

3.5 The Corporation shall make such Advance within 30 days of receipt of all such required material.

3.6 The Corporation may at its sole discretion provide Advances for future Expenses.

3.7 The Corporation shall only be required to make an Advance to the extent that it is reasonable in the circumstances and shall be entitled to contest in good faith the reasonableness of any portion of a request for an Advance.

4. Insurance

4.1 The Corporation represents to the Indemnified Party that, as of the date of this Agreement, the Corporation has an existing directors' and officers' liability insurance policy in full force and effect and that the Indemnified Party is included as an insured person under such policy.

4.2 The Corporation shall from time to time make a good faith determination whether or not it is practicable for the Corporation to obtain or maintain such insurance coverage. Among other considerations, the Corporation will weigh the costs of obtaining such insurance against the protection afforded by such coverage. If insurance is obtained, the Corporation agrees to use its best commercial efforts to maintain the Indemnified Party as an insured person under such policy with the same rights and benefits, subject to the same limitations, as are accorded the most favourably insured of the Corporation's directors and officers.

4.3 Notwithstanding the foregoing, the Corporation shall have no obligation to obtain or maintain such insurance if the Corporation determines in good faith that such insurance is not reasonably available, if the premiums are too high or if the coverage provided is limited by exclusions so as to provide insufficient benefit. The Corporation shall promptly notify the Indemnified Party in the event that a determination is made not to continue to maintain such insurance or if a change is made in such policy which would have a material effect on the coverage available to the Indemnified Party.

4.4 The obligation of the Corporation to make payments to the Indemnified Party under this Agreement and the timing of such payments shall not be affected or reduced by any limitations, policy limits or deductible amounts contained in any insurance carried by the Corporation or whether the Corporation has in fact received payment from the insurer.

5. Indemnification Procedures

5.1 If any Proceeding is brought or asserted against or involves the Indemnified Party, the Indemnified Party shall promptly notify the Corporation of the nature and details of such Proceeding as soon as the Indemnified Party is notified of such Proceeding (provided that any failure to so notify promptly shall relieve the Corporation of liability under this Agreement only to the extent that such failure prejudices the ability to defend such claim).

5.2 If, at the time of the receipt of such notice, the Corporation has directors' and officers' liability insurance in effect, the Corporation shall give prompt notice of the commencement of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies.

5.3 The Corporation shall be entitled to assume the defence or representation of the Indemnified Party in any such Proceeding through legal counsel selected by the Corporation reasonably acceptable to the Indemnified Party. If any other similarly indemnified persons are also a party to, or involved in any such Proceeding, the Corporation may employ counsel to represent jointly the Indemnified Party and such other persons. After retention of counsel by the Corporation, the Corporation shall not be liable to the Indemnified Party under this Agreement for any fees and expenses of counsel subsequently incurred by the Indemnified Party with respect to the same Proceeding, provided that:

(a) the Indemnified Party shall have the right to employ his or her own counsel at the Indemnified Party's own expense (which shall not qualify as Expenses); and

(b) the Indemnified Party shall have the right to retain his or her own counsel at the Corporation's expense (which shall qualify as Expenses) if:

(i) the employment of counsel by the Indemnified Party has been previously authorized by the Corporation,

(ii) the Indemnified Party shall have been advised by counsel that there is a potential conflict in the joint representation referred to above and such joint representation would be precluded under applicable standards of professional conduct then prevailing in the jurisdiction in which such Proceedings are being conducted, or

(iii) the Corporation shall not continue to retain counsel to assume the defence of such Proceedings.

If the Indemnified Party elects to retain counsel in any Proceeding in respect of which indemnification may be sought from the Corporation pursuant to this Agreement, and any similarly indemnified persons are also a party to such Proceeding, the Indemnified Party, together with such other persons, will employ counsel to represent jointly the Indemnified Party and such other persons, unless the Indemnified Party is advised by counsel that there is a potential conflict in such joint representation and such joint representation would be precluded under applicable standards of professional conduct then prevailing in the jurisdiction in which such Proceedings are being conducted, in which case the Indemnified Party will notify the Corporation and will be entitled to be represented by separate counsel.

5.4 The Indemnified Party shall not settle, and the Corporation shall not be liable for any settlement of, any Proceeding without the Corporation's written consent. The Corporation shall not settle any Proceeding in a manner that would impose any fines, penalties or obligations on the Indemnified Party without the written consent of the Indemnified Party. Neither the Corporation nor the Indemnified Party shall unreasonably withhold their consent to any proposed settlement.

5.5 The Indemnified Party agrees to give the Corporation such information and co-operation as the Corporation may reasonably require from time to time in respect of all matters hereunder.

The Corporation agrees to give the Indemnified Party such information and co-operation as the Indemnified Party may reasonably require from time to time in respect of all matters hereunder.

5.6 Payment of indemnification in respect of a Proceeding shall be made by the Corporation as soon as practicable but in any event within 60 days after a written claim by the Indemnified Party is received by the Corporation (which claim shall include such documentation and information as is reasonably necessary to determine whether and to what extent the Indemnified Party is entitled to indemnification, including but not limited to copies of invoices received by the Indemnified Party in connection with any Expenses), unless a determination is made by the Corporation that the Indemnified Party is not entitled to indemnification.

6. Enforcement

6.1 If a claim under this Agreement for indemnity for Liabilities or for an Advance is refused or is not paid in full by the Corporation within 60 days in the case of indemnity for Liabilities and 30 days in the case of an Advance, after a written claim and all required supporting material has been received by the Corporation, the Indemnified Party may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the Indemnified Party will be entitled to be paid also the expense of prosecuting such claim, including reasonable fees and expenses of counsel. It shall be a defence to any such action (other than an action brought to enforce a claim for an Advance incurred in connection with any Proceeding in advance of its final disposition) that the Indemnified Party has not met the standards of conduct which make it permissible under applicable law for the Corporation to indemnify the Indemnified Party for the amount claimed, or is otherwise not entitled to indemnification under this Agreement, but the burden of proving such defence shall be on the Corporation and the Indemnified Party shall be entitled to receive Advances pursuant to Section 3 unless and until such defence may be finally adjudicated by a court order or judgement from which no further appeal exists. It is the parties' intention that if the Corporation contests the Indemnified Party's right to indemnification, the question of the Indemnified Party's right to indemnification shall be for the court to decide, and no determination by the Corporation (including its Board of Directors, any committee of directors or independent legal counsel) that the Indemnified Party has not met the applicable standard of conduct shall create a presumption that the Indemnified Party has not met the applicable standard of conduct.

7. Taxes Payable

7.1 The Corporation agrees to reimburse the Indemnified Party for the net amount of all taxes payable by the Indemnified Party under the taxing laws of any jurisdiction as a result of the payment or reimbursement or Advance under this Agreement, including this clause, constituting a taxable benefit to the Indemnified Party.

8. Other Rights

8.1 Notwithstanding any other provision of this Agreement, the Corporation hereby agrees to indemnify the Indemnified Party to the fullest extent permitted by law, notwithstanding that such indemnification is not specifically authorized by the provisions of this Agreement. In the event of any change after the date of this Agreement in any applicable law or rule (whether by legislative action or judicial decision), which grants or permits any greater right to indemnification and/or advancement of expenses, such changes shall automatically apply to the Indemnified Party's rights, and the Corporation's obligations, under this Agreement. In the event of any change in applicable law which narrows the right of the Corporation to indemnify or to advance expenses to the Indemnified Party, such changes shall automatically apply to this agreement except to the extent that such law is not required to be applied to this Agreement.

8.2 The indemnification and advances as provided by this Agreement shall not be deemed to derogate from or exclude any other rights to which the Indemnified Party may be entitled under any provision of the Act or otherwise at law, the Articles of the Corporation, the By-Laws, any other agreement of the Corporation, any vote of shareholders of the Corporation, or otherwise.

8.3 The obligations of the Corporation under this Agreement shall cover the Indemnified Party's service as a director or officer of the Corporation or in an Authorized Capacity with a Another Entity and all of his or her acts in any such capacity whether prior to or after the date of this Agreement.

8.4 The obligations of the Corporation under this Agreement (including for greater certainty the obligation with respect to insurance under Section 4.2) shall continue for the longest period permitted under applicable law after the Indemnified Party has ceased to be a director or officer of the Corporation or ceased to serve in an Authorized Capacity with a Another Entity.

9. Deceased Indemnified Party

9.1 If the Indemnified Party is deceased and is entitled to indemnification under any provisions of this Agreement, the Corporation agrees to indemnify and hold harmless the Indemnified Party's estate and executors, administrators, legal representatives and lawful heirs to the same extent as it would indemnify the Indemnified Party, if alive, hereunder.

10. Notices

10.1 Unless otherwise permitted by this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been fully given if delivered to the party to whom the notice or other communication is directed:

(a) if to the Indemnified Party, at the address set forth on the signature page below;

(b) if to the Corporation, at the address of its head office, to the attention of the Executive Chairman;

or to such other address as each party may from time to time notify the other of in writing.

10.2 If the Corporation receives notice from any other source of any matter which the Indemnified Party would otherwise be obligated hereunder to give notice of to the Corporation, then the Indemnified Party shall be relieved of the Indemnified Party's obligation hereunder to give notice to the Corporation, provided the Corporation has not suffered any damage from the failure of the Indemnified Party to give notice as herein required.

11. Severability

11.1 If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever:

(a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions or any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable that are not of themselves in the whole invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and

(b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not of themselves in the whole invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision which is held to be invalid, illegal or unenforceable.

12. Governing Law And Consent To Jurisdiction

12.1 The parties hereto agree that this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Province of Alberta.

12.2 The Corporation and the Indemnified Party each hereby irrevocably consent to the exclusive jurisdiction and venue of the courts of the Province of Alberta for all purposes in connection with any action or proceedings which arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be commenced, prosecuted and continued only in such courts.

13. Counterparts

13.1 This Agreement may be executed in counterparts and delivered via facsimile. Each such counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14. Modification And Waiver

14.1 No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

15. Prior Agreements

15.1 This Agreement shall supersede and replace any and all prior agreements (except any written agreement of employment between the Corporation and the Indemnified Party, which shall remain in full force and effect except to the extent augmented or amended herein) between the parties hereto respecting the matters set forth herein.

16. Successors And Assigns

16.1 This Agreement shall be binding upon and enure to the benefit of the Corporation and its successors and assigns, including any Corporation with which the Corporation is merged or amalgamated, and to the Indemnified Party and the Indemnified Party's executors, administrators, legal representatives, lawful heirs, successors and assigns.

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

OILSANDS QUEST INC.

Per: ______________________

Name/Title : CHRISTOPHER HOPKINS, PRESIDENT AND CEO

Date: MARCH 16, 2007

INDEMNIFIED PARTY

Sign: ______________________

Print: T.G. MILNE

WITNESS

Sign: ______________________

Print: KARIM HIRJI

In Account With:

Burns, Figa & Will, P.C.
6400 S. Fiddlers Green Circle
Suite 1000
Greenwood Village, Colorado 80111
(303) 796-2626
Fed Tax ID 84-0818134

June 30, 2011
Account No: 4791-0100M
Statement No: 94408

Thomas Milne
c/o Canshale Corp.
#6, 1935 - 27th Ave NE
Calgary, AB T2E 7E4
Canada

Shareholder Class Action

Legal Fees through 06/30/2011

			Hours
05/31/2011			
	JMO	Review Class Action Complaint; confer with T. Mehringer regarding the same.	2.30
	TMM	Telephone calls and emails with L. Peters, S. Thompson and T. Milne regarding class action complaint; skim amended complaint	2.20
06/01/2011			
	TMM	Meet with J. Osgood regarding amended complaint; conference call with OQI and counsel regarding status; exchange emails and phone calls with Milne and Thompson; begin reviewing full complaint	2.60
	JMO	Review Class Action Amended Complaint; telephone conference with L. Peters, R. Tranosfky regarding status of class action litigation; preapre correspondence to S. Thompson and T. Milne; confer with T. Mehringer and T. Crow regarding the same.	3.50
06/02/2011			
	TMM	Work on letters to OQI regarding [redacted].	1.00
06/03/2011			
	TMM	Work on indemnification demand letters for OQI counsel; confer with J. Osgood regarding same.	1.00
	JMO	Review and revise letter to R. Tarnofsky regarding representation of Thompson and Milne in Securities Class Action Suit.	0.60
06/06/2011			
	HEE	Review indemnity agreements and complaint	1.50
	TMM	Exchange emails regarding Milne and Thompson; work on letter regarding demand for indemnification; review indemnity agreements and confer with H. Ellis regarding same.	1.20

Thomas Milne

Account No: 4791-0100M
Statement No: 94408

Shareholder Class Action

			Hours
06/07/2011			
	TMM	Telephone call to L. Peters; confer with J. Osgood regarding conference call issues and motion to dismiss as filed; exchange emails with Milne & Thompson.	1.10
	JMO	Correspond with R. Tarnofsky regarding copy of Motion to Dismiss and issue of [redacted].	0.30
06/08/2011			
	TAC	Conferred with J. Osgood and T. Mehringer about case and representation of [redacted].	0.90
	JMO	Review Motion to Dismiss filed by Oilsands Quest; research defenses applicable to clients.	1.20
06/09/2011			
	HEE	Conference call and motion to dismiss review and research	3.00
	TMM	Telephone calls with S. Thompson and T. Milne; meet with J. Osgood regarding Motion to Dismiss, service of process and additional arguments.	1.40
	JMO	Correspond with R. Tarnofsky regarding representation of Milne and Thompson; telephone conferences with S. Thompson and T. Milne regarding status of litigation, service and related issues; review Oilsands Motion to Dismiss and supporting memorandum of law; confer with HEE regarding the same.	2.90
06/10/2011			
	JMO	Review and revise indemnification letter regarding BFW's representation; correspond with Thompson/Milne regarding Memorandum of Law in Support of Motion to Dismiss; confer with J. Johnson regarding admission to Southern District of New York; attention to issues related to the same.	2.20
	TAC	Conferred with T. Mehringer and J. Osgood regarding case and service of process issues.	0.40
06/13/2011			
	JMO	Attention to correspondence from R. Tanofsky and L. Peters regarding issues related to [redacted]; confer with T. Mehringer regarding the same.	1.10
	HEE	Researched case law for motion to dismiss	4.00
[illegible]4/2011			
	HEE	Research caselaw and drafted motion to dismiss outline	7.00
06/15/2011			
	HEE	Drafted outline of motion to dismiss.	7.00

Thomas Milne

Account No: 4791-0100M
Statement No: 94408

Shareholder Class Action

			Hours
	JMB	Confer with J. Osgood regarding [redacted].	0.50
06/16/2011	JMO	Attention to New York Rules of Professional Conduct; prepare letter to R. Tarnofsky regarding [redacted]	3.70
06/23/2011	JMO	Prepare correspondence to clients regarding Oilsands position regarding [redacted].	0.40
06/24/2011	JMO	Research various conflict issues regarding [redacted]; corresond with R. Tarnofsky regarding the same.	4.00
	DLE	Litigation strategy conference with J. Osgood regarding [redacted]	0.40
0' '7/2011	JDJ	Conference with J. Osgood regarding service issues; research same.	0.80
	TAC	Reviewed plaintiff complaint; Oilsands' motion to dismiss and Plaintiff's response to motion to dismiss. Conferred with J. Osgood and researched service of process issues. Analyzed pleadings to structure arguments for response to Plaintiff's complaint.	6.90
	HEE	Draft Motion to dismiss	5.50
	JMO	Attention to case docket; review returns of services; correspond with S. Thompson regarding [redacted] confer with T. Crow and H. Ellis regarding Motion to Dismiss; correspond with Plaintiffs' counsel regarding defective service of S. Thompson; telephone conference with S. Thompson regarding the same; review Oilsands Memorandum of Law in Support of their Motion to Dismiss and Plaintiffs' Response; prepare correspondence to R. Tarnofsky regarding related issues.	11.10
	TMM	Confer with J. Osgood regarding service of process affidavit for Thompson and issues related to Thompson Motion to Dismiss.	0.50
06/28/2011	JMO	Review and revise Motion to Dismiss for S. Thompson; telephone conferences with Plaintiffs' counsel B. Kasaw regarding defective service issues related to S. Thompson; correspond with B. Kaswan regarding the same; correspond with S. Thompson regarding Plaintiffs' agreement to withdraw affidavit of service; attention to acceptance and waiver of service on behalf of S. Thompson; correspond with S. Thompson and T. Milne regarding [redacted].	4.70

June 30, 2011

Thomas Milne

Account No: 4791-0100M
Statement No: 94408

Shareholder Class Action

		Hours	
TAC	Reviewed complaint, Oilsands' motion to dismiss, and Plaintiff's response; researched case law regarding [redacted]	4.10	
JDJ	Conference with J. Osgood regarding waiver; review same.	0.30	
HEE	Draft Motion to Dismiss	4.00	
TMM	Confer with J. Osgood regarding waiver of service; review correspondence regarding same.	0.40	
06/29/2011			
JDJ	Review waiver; upload case to database; docket action dates; review local rules.	0.40	
JMO	Correspond with T. Milne regarding service related issues; review Court Docket regarding Plaintiffs Notice to Withdraw Affidavit of Service; review research related to [redacted]; confer with H. Ellis regarding the same.	2.20	
	For Current Services Rendered	98.30	21,307.00

Professional Summary

Timekeeper	Hours	Rate
Dana L. Eismeier, Esq.	0.40	$310.00
Theresa M. Mehringer, Esq.	11.40	395.00
Jennifer M. Osgood, Esq.	40.20	275.00
Trevor Crow, Esq.	12.30	175.00
Jimmy D. Johnson, Paralegal	1.50	125.00
Hillary E. Ellis, Law Clerk	32.00	100.00
Julie M. Behrman, Esq.	0.50	170.00

Total Current Work Due	21,307.00
Balance as of 06/30/2011	$21,307.00
Please Remit	$21,307.00

CC: W. Scott Thompson

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PAYMENT IS DUE AUGUST 31, 2012
Please include account # on payment.

We Appreciate the opportunity to serve your legal needs.

In Account With:

Burns, Figa & Will, P.C.
6400 S. Fiddlers Green Circle
Suite 1000
Greenwood Village, Colorado 80111
(303) 796-2626
Fed Tax ID 84-0818134

Thomas Milne
c/o Canshale Corp.
#6, 1935 - 27th Ave NE
Calgary, AB T2E 7E4
Canada

July 31, 2011
Account No: 4791-0100M
Statement No: 95559

Shareholder Class Action

Legal Fees through 07/31/2011

			Hours
07/07/2011			
	JMO	Attention to telephone call and correspondence from Plaintiffs' Counsel A. Lawrence; telephone conference with A. Lawrence regarding expedited briefing scheduling; correspond with S. Thompson and T. Milne regarding the same; telephone conference with T. Milne regarding issues of [redacted].	2.90
07/14/2011			
	JMO	Attention to correspondence from G. Wong regarding indemnification issues; correspond with S. Thompson and T. Milne regarding the same and scheduling telephone conference; confer with H. Ellis regarding research regarding [redacted]; attention to Motion to Dismiss filed by directors.	2.20
	HEE	Researched Canadian [redacted]	1.00
07/15/2011			
	JMO	Confer with H. Ellis regarding Alberta law on [redacted].	0.30
07/17/2011			
	HEE	Followup on indemnity issues.	2.50
07/18/2011			
	JMO	Prepare for and participate in telephone conference with S. Thompson and T. Milne regarding motion to dismiss; confer with T. Mehringer regarding the same.	3.10
07/19/2011			
	TAC	Reviewed and organized pleadings filed to date; conferred with J. Osgood regarding case strategy.	0.50
	JMO	Attention to issues related to motion to dismiss.	0.20

Thomas Milne

July 31, 2011
Account No: 4791-0100M
Statement No: 95559

Shareholder Class Action

			Hours
07/20/2011			
	JMO	Attention to correspondence from T. Milne and S. Thompson regarding communications with G. Wong and [redacted].	0.20
	TAC	Conferred with H. Ellis regarding strategy and arguments for motion to dismiss.	0.40
	HEE	Reviewed Directors Motion to Dismiss.	0.50
07/21/2011			
	TAC	Researched, drafted and revised motion to dismiss; reviewed motions and responses filed by other parties.	2.40
	HEE	Revised motion to dismiss.	7.50
07/22/2011			
	HEE	Revised motion to dismiss.	3.00
	TAC	Reviewed and analyzed the motions, replies, and declarations of other parties; researched [redacted] drafted and revised motion to dismiss.	6.40
07/25/2011			
	RJJ	Draft Motion to Dismiss; research regarding pleadings filed by other parties.	1.50
	JMO	Reviewed and revised motion to dismiss.	2.40
	TAC	Researched drafted and revised motion to dismiss.	1.40
	HEE	Drafted motion to dismiss.	5.00
07/26/2011			
	JDJ	Review local rules; draft motion for admission pro hac vice; review and revise same.	0.80
	TAC	Analyzed and commented on memorandum of law in support of motion to dismiss; researched [redacted]; drafted and revised memorandum of law in support of motion to dismiss.	4.10
	HEE	Revised motion to dismiss.	8.00
	HEE	Revise motion to dismiss draft.	4.00
07/27/2011			
	TAC	Research draft and revise motion to dismiss; confer with J. Osgood regarding same; dealt with Pro Hac Vice issues.	9.80
	JMO	Review and revise Motion to Dismiss; confer with T. Crow and H. Ellis regarding the same; attention to issues related to motions for admission pro hac vice.	4.70

Thomas Milne

Account No: 4791-0100M
Statement No: 95559

Shareholder Class Action

			Hours	
07/28/2011				
	JDJ	Conference with J. Osgood regarding filing of motion to dismiss; review local rules regarding same.	0.90	
	JMO	Review and revise motion to dismiss; confer with T. Crow and H. Ellis regarding the same; attention to local rules for the Southern District of New York; attention to Judge Rakoff's local rules; telephone conference with R. Tarnofsky regarding oral arguments on motions to dismiss and [redacted]; correspond with clients regarding the same.	4.80	
	TAC	Drafted and revised motion to dismiss; conferred with J. Osgood regarding same.	3.70	
	HEE	Revisions to motion.	6.50	
07/29/2011				
	JMO	Review and revise Motion to Dismiss; correspond with client regarding the same; review Individual Rules of Practice for Judge Rakoff; correspond with A. Lawrence regarding scheduling telephone conference with the Court.	5.50	
	HEE	Revisions	4.00	
	TAC	Researched, drafted, revised, motion to dismiss; attended to pro hac vice issues; reviewed local court rules.	6.70	
07/30/2011				
	TAC	Reviewed and revised motion to dismiss and researched local rules.	2.30	
07/31/2011				
	TAC	Reviewed and revised motion to dismiss; checked case cites.	2.90	
	JMO	Review, revise and finalize Memorandum of Law in Support of Motion to Dismiss, review and revise Declaration in Support of Memorandum of Law; review and revise Notice of Motion to Dismiss the Amended Complaint; confer with T. Crow regarding the same.	4.00	
		For Current Services Rendered	116.10	20,022.50

Professional Summary

Timekeeper	Hours	Rate
Jennifer M. Osgood, Esq.	30.30	$275.00
Trevor Crow, Esq.	40.60	175.00
Jimmy D. Johnson, Paralegal	1.70	125.00
Rachel J. Jones, Paralegal	1.50	115.00
Hillary E. Ellis, Law Clerk	42.00	100.00

Advances

07/26/2011	Colorado Supreme Court; Certificate of Good Standing.	10.00

Thomas Milne

July 31, 2011
Account No: 4791-0100M
Statement No: 95559

Shareholder Class Action

07/26/2011	Clerk of Colorado Supreme Court; Certificate of Good Standing.	10.00
07/26/2011	Filing fee; Clerk of Court - SDNY; Admission of Pro Hac Vice.	200.00
07/26/2011	Filing fee; Clerk of Court - SDNY; Admission of Pro Hac Vice, JMO.	200.00
07/26/2011	Pacer Service Center; Public Access to Electronic Court Records.	3.36
07/26/2011	Pacer Service Center; Public Access to Electronic Court Records.	33.68
	Total Advances	457.04
	Total Current Work Due	20,479.54
	Previous Balance	$21,307.00
	Balance as of 07/31/2011	$41,786.54
	Please Remit	$41,786.54

CC: W. Scott Thompson

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Greenwood Village, Colorado 80111
(303) 796-2626
Fed Tax ID 84-0818134

Thomas Milne
c/o Canshale Corp.
#6, 1935 - 27th Ave NE
Calgary, AB T2E 7E4
Canada

August 31, 2011
Account No: 4791-0100M
Statement No: 95970

Shareholder Class Action

Legal Fees through 08/31/2011

Date	Atty	Description	Hours	
08/01/2011	JMO	Attention to issues related to filing Motion to Dismiss; telephone conference with Judge Rakoff and T. Crow regarding motion to be admitted pro hace vice; telephone conferences and correspond with Plaintiffs counsel B. Kaswan regarding the same.	2.60	
	TAC	Conferred with Beth Kaswan regarding motion to dismiss; drafted email to Ms. Kaswan and Ms. Lawrence about conference with Judge Rakoff; conference call with Judge Rakoff; attended to Pro Hac Vice motion issues.	3.30	
	JDJ	Conference with J. Osgood & T. Crow regarding admission issues.	0.30	
	JMO	Attention to issues related to filing Motion to Dismiss; telephone conference with Judge Rakoff and T. Crow regarding motion to be admitted pro have vice; telephone conferences and correspond with Plaintiffs counsel B. Kaswan regarding the same.	5.00	n/c
08/02/2011	TAC	Called Judge Rakoff's chambers and conferred with the clerk; attended to pro hac vice issues.	0.30	
	JMO	Attention to issues related to motion to dismiss and admission pro hac vice; correspond with B. Kaswan regarding the same.	2.40	
	JDJ	Conference with J. Osgood regarding admission.	0.20	
08/03/2011	JDJ	Review orders of admission.	0.10	
	JMO	Correspond with R. Tarnofsky regarding status of filing Motion to Dismiss and waiver of service on behald of Thomas Milne; attention to issues related to telephonic court hearing on briefing schedule for Motion to Dismiss; review [redacted].	3.30	

Thomas Milne

August 31, 2011
Account No: 4791-0100M
Statement No: 95970

Shareholder Class Action

			Hours
	TAC	Conferred with J. Osgood; Reviewed order for admittance pro hac vice; conference call with Judge Rakoff and Beth Kaswan; attended to waiver of service issues.	1.00
08/04/2011	JDJ	Review waiver of service; review email on briefing schedule; docket action dates; conference with J. Osgood regarding [redacted].	0.40
	TAC	Researched, drafted, and revised joint motion to dismiss for Milne and Thompson.	5.70
	JMO	Telephone conference with T. Milne regarding waiver of service and status of filing Motion to Dismiss; review and revise joint Motion to Dismiss; confer with T. Crow regarding the same.	6.30
08/05/2011	JDJ	Review motion to dismiss.	0.10
	JMO	Review and revise joint Motion to Dismiss; attention to filing and personal delivery to US District Court for the Southern District of New York.	4.10
08/08/2011	JDJ	Review minute order.	0.10
08/12/2011	JDJ	Review response to motion to dismiss.	0.10
	TAC	Reviewed outline of Plaintiff's response to our motion to dismiss and conferred with J. Osgood regarding same.	0.40
08/13/2011	TAC	Reviewed prior motions, researched, drafted and revised reply in support of motion to dismiss.	7.50
08/14/2011	TAC	Researched, drafted and revised reply in support of motion to dismiss.	6.40
08/15/2011	JMO	Review Lead Plaintiffs' Opposition to Motion to Dismiss the Amended Complaint Filed by Defendants William Scott Thompson and Thomas Milne; review and revise Reply Memorandum of Law in Further Support of Motion to Dismiss the Complaint; confer with T. Crow regarding the same.	3.90
	TAC	Researched additional issues, revised and finalized reply in support of motion to dismiss; conferred with J. Osgood regarding same.	5.20
08/16/2011	JMO	Review and revise reply in support of motion to dismiss; confer with T. Crow regarding the same.	2.50

Thomas Milne

Account No: 4791-0100M
Statement No: 95970

Shareholder Class Action

			Hours	
	JDJ	Review reply brief.	0.10	
08/31/2011	JDJ	Review notice of filing of transcript and docket.	0.20	
		For Current Services Rendered	56.50	12,317.50

Professional Summary

Timekeeper	Hours	Rate
Jennifer M. Osgood, Esq.	25.10	$275.00
Trevor Crow, Esq.	29.80	175.00
Jimmy D. Johnson, Paralegal	1.60	125.00

Expenses

07/26/2011	Photocopy Charges	13.60
07/27/2011	Photocopy Charges	0.20
07/27/2011	Photocopy Charges	14.40
08/09/2011	Federal Express, Inc.; 07/26/2011 Delivery to Clerk, US District Court New York.	45.99
08/09/2011	Federal Express, Inc.; 07/28/2011 Delivery to Burns Figa & Will.	30.27
08/25/2011	Photocopy Charges	0.40
	Total Expenses	104.86

Advances

08/01/2011	Filing fee; Demovsky Lawyer Service; Rush Filing of Documents in SDNY.	150.50
08/21/2011	Filing fee; Demovsky Lawyer Service; Rush filing of documents in SDNY.	147.50
08/22/2011	Demovsky Lawyer Service; Filing of Documents in SDNY.	144.44
	Total Advances	442.44

Total Current Work Due	12,864.80
Previous Balance	$41,786.54
Finance Charge	21.02
Balance as of 08/31/2011	$54,672.36
Please Remit	$54,672.36

CC: W. Scott Thompson

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6400 S. Fiddlers Green Circle
Suite 1000
Greenwood Village, Colorado 80111
(303) 796-2626
Fed Tax ID 84-0818134

Page: 1
September 30, 2011
Account No: 4791-0100M
Statement No: 96803

Thomas Milne
c/o Canshale Corp.
#6, 1935 - 27th Ave NE
Calgary, AB T2E 7E4
Canada

Shareholder Class Action

Legal Fees through 09/30/2011

			Hours
09/13/2011			
	JDJ	Review notice of filing transcript and docket.	0.20
(6/2011			
	JDJ	Review order; conference with J. Osgood regarding same.	0.20
	TAC	Reviewed court order; reviewed emails from opposing counsel; conferred with J. Osgood regarding telephone conference.	0.40
	JMO	Attention to Court's Order Denying Motions to Dismiss; attention to scheduling status conference; confer with T. Crow regarding the same;	1.30
09/19/2011			
	JDJ	Review order and docket; conference with J. Osgood regarding disclosures.	0.20
	TAC	Reviewed Amended Complaint and began drafting answer; reviewed emails from opposing counsel; drafted return emails; reviewed local rules for 26(f) conference.	1.90
	JMO	Attention to scheduling telephone conference with the court; attention to case management issues.	0.70
09/20/2011			
	JMO	Prepare for and participate in scheduling conference with opposing counsel.	1.30
	TAC	Prepared for and attended conference call with opposing counsel to discuss the scheduling order.	1.10
09/21/2011			
	JMO	Attention to issues regarding case managment/scheduling order; telephone conference with all counsel regarding the same; confer with T. Crow regarding the same.	3.00

Thomas Milne

Account No: 4791-0100M
Statement No: 96803

Shareholder Class Action

			Hours
	TAC	Reviewed emails from opposing counsel regarding scheduling order; added dates to Form D; drafted response email to opposing counsel; conferred with J. Osgood regarding same; drafted and read multiple emails between counsel; attended conference call with opposing counsel and with the court clerk to determine scheduling dates.	2.70
09/22/2011	TAC	Drafted email to clients regarding status; conference call with opposing counsel; conference call with Court regarding case management plan; reviewed multiple emails from opposing counsel; drafted and revised answer to complaint.	3.70
09/23/2011	JDJ	Conference with J. Osgood regarding due dates; docket same; conference with T. Crow regarding case management plan; review same and docket.	1.00
	JMO	Attention to scheduling order; confer with T. Crow regarding the same; attention to telephone call from T. Milne; review and revise letter to Navigators regarding [redacted].	2.60
	RC	Reviewed applicable [redacted]; drafted letter to insurance company [redacted]; discussed [redacted] with Ms. Osgood.	3.30
	TAC	Prepared for conference call with Court; drafted and reviewed emails to opposing counsel; drafted emails to clients; conferred with Mr. Milne by phone; conferred with J. Johnson regarding case management plan.	1.10
09/26/2011	TAC	Reviewed and responded to multiple emails from counsel for other defendants; reviewed [redacted]; attended conference call with clients; drafted and revised answer to Plaintiffs' amended complaint.	5.30
	JMO	Prepare for and participate in telephone conference with T. Milne and S. Thompson regarding status of Shareholder Class Action; attention to [redacted] related to the same.	1.80
	TMM	Conference call regarding status of proceedings.	1.00
09/27/2011	DMP	Confer with T. Crow regarding electronic discovery standards.	0.80
	JDJ	Adjust docketing.	0.10
	JMO	Confer with T. Crow regarding e-discovery issues; [redacted] and status of draft answer; attention to September 27th press release; review and revise answer.	1.00

			Hours	
	TAC	Reviewed [redacted]; reviewed and responded to emails from opposing counsel; revised answer to Plaintiffs' complaint; conferred with M. Pittinos regarding e-discovery and meta-data issues; conferred with J. Osgood regarding requests for production and interrogatories; conference call with other defendants' counsel about document production.	4.10	
	RC	Prepared initial draft of discovery request.	4.30	
09/28/2011	JMO	Review and revise Answer; confer with T. Crow regarding the same; attention to telephone message from P. McGinley of Navigators.	4.70	
	TAC	Drafted and revised answer to plaintiffs' amended complaint; reviewed and revised draft requests for production; reviewed and responded to emails from counsel for other defendants; conferred with J. Osgood regarding same.	3.30	
	RC	Finished draft of Request for Production of Documents; conferred with Mr. Crow.	1.00	
0_.29/2011	JMO	Review and revise Answer; confer with T. Crow regarding the same.	2.00	
	JDJ	Conference with J. Osgood regarding filing of answer; review local rules; review answer.	0.30	
	TAC	Finalized Answer to Plaintiffs' amended complaint; reviewed and revised draft requests for production; drafted interrogatories; conferred with J. Osgood regarding same; reviewed client emails.	3.60	
09/30/2011	JDJ	Review minute entry and answers.	0.10	
	TAC	Reviewed and responded to emails from other defendants counsel; reviewed minute order from court; drafted and revised requests for production of documents; drafted and revised interrogatories; served requests for production and interrogatories.	4.30	
	RC	Discussed initial draft of Request for Production with Ms. Osgood and Mr. Crow.	0.40	
	TAC	Drafted and revised letter regarding [redacted].	1.50	
	JMO	Reivew Requests for Production of Documents; review Interrogatories; confer with T. Crow regarding the same; telephone conference with P. McGinley regarding [redacted]; confer with T. Mehringer regarding [redacted].	4.80	
		For Current Services Rendered	69.10	14,182.50

Thomas Milne

September 30, 2011
Account No: 4791-0100M
Statement No: 96803

Shareholder Class Action

Professional Summary

Timekeeper	Hours	Rate
Theresa M. Mehringer, Esq.	1.00	$395.00
Jennifer M. Osgood, Esq.	23.20	275.00
D. Merc Pittinos, Esq.	0.80	250.00
Raul Chacon, Jr., Esq.	9.00	130.00
Trevor Crow, Esq.	33.00	175.00
Jimmy D. Johnson, Paralegal	2.10	125.00

Expenses

09/30/2011	Postage	5.19
	Total Expenses	5.19
	Total Current Work Due	14,187.69
	Previous Balance	$54,672.36
	Finance Charge	325.33
	Balance as of 09/30/2011	$69,185.38
	Please Remit	$69,185.38

CC: W. Scott Thompson

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Burns, Figa & Will, P.C.
6400 S. Fiddlers Green Circle
Suite 1000
Greenwood Village, Colorado 80111
(303) 796-2626
Fed Tax ID 84-0818134

October 31, 2011
Account No: 4791-0100M
Statement No: 97427

Thomas Milne
c/o Canshale Corp.
#6, 1935 - 27th Ave NE
Calgary, AB T2E 7E4
Canada

Shareholder Class Action

Legal Fees through 10/31/2011

			Hours
10/02/2011	JMO	Correspond with client regarding initial disclosures.	0.40
1 3/2011	TAC	Finalize letter regarding [redacted]; conferred opposing counsel regarding 26(a)(1) disclosures; conferred with clients and J. Osgood regarding same.	2.60
10/04/2011	JDJ	Review discovery requests and docket; conference with J. Osgood regarding same; review civil case management plan and docket; review judge's procedures; conference with J. Osgood & T. Crow regarding disclosures; review disclosures.	1.20
	JMO	Review and revise F.R.C.P. 26(a)(1) Disclosures; confer with T. Crow regarding the same.	0.70
	TAC	Drafted and revised initial disclosure under Rule 26(a)(1); reviewed disclosures by McDaniel and Associates and Oilsands' disclosures; reviewed requests for production and interrogatories served by lead plaintiff.	3.10
10/06/2011	JMO	Conduct research regarding [redacted]; review and revise letter to P. McGinley regarding [redacted]; correspond with T. Milne and S. Thompson regarding the same.	3.20
10/07/2011	JMO	Correspond with client regarding [redacted]; review and revise letter to P. McGinley regarding [redacted].	0.60

Thomas Milne

Account No: 4791-0100M
Statement No: 97427

Shareholder Class Action

			Hours	
10/13/2011				
	TAC	Reviewed and commented on [redacted] drafted email to J. Osgood regarding same; drafted email to counsel for other defendants.	1.00	
10/17/2011				
	JDJ	Review deadlines and docket.	0.10	
10/25/2011				
	JMO	Attention to Lead Plaintiffs' Interrogatories to Defendants; attention to Lead Plaintiffs' Request for Production.	1.50	
	TAC	Reviewed [redacted] and conferred with J. Osgood regarding same as well as discovery responses.	0.40	
10/26/2011				
	TAC	Reviewed and responded to emails; reviewed requests for production and interrogatories.	0.40	
	JMO	Attention to Plaintiffs' Interrogatories and Plaintiffs Request for Production of Documents; prepare draft response; correspond with clients regarding the same; review and revise verification pages; review Stipulated Protective Order; correspond with T. Crow regarding the same.	3.90	
10/27/2011				
	TAC	Reviewed and responded to e-mails from other counsel.	0.20	
	JMO	Correspond with B. Kaswan regarding two week extension of time to respond to discovery requests.	0.20	
10/28/2011				
	JDJ	Review email regarding extension of time and docket.	0.10	
		For Current Services Rendered	19.60	4,410.00

Professional Summary

Timekeeper	Hours	Rate
Jennifer M. Osgood, Esq.	10.50	$275.00
Trevor Crow, Esq.	7.70	175.00
Jimmy D. Johnson, Paralegal	1.40	125.00

Expenses

10/01/2011	Photocopy Charges	11.20
4/2011	Photocopy Charges	6.00
10/10/2011	Photocopy Charges	1.20
10/19/2011	Pacer Service Center; Public Access to Court Electronic Records.	120.08
10/19/2011	Pacer Service Center; Public Access to Court Electronic Records.	1.12
10/31/2011	Audio Conferencing 09/23/2011; CenturyLink	22.66

October 31, 2011
Thomas Milne
Account No: 4791-0100M
Statement No: 97427

Shareholder Class Action

10/31/2011	Postage	5.84
	Total Expenses	168.10

Advances

10/10/2011	Filing fee; Demovsky Lawyer Service ; Filing of Documents in SDNY.	126.25
	Total Advances	126.25
	Total Current Work Due	4,704.35
	Previous Balance	$69,185.38
	Finance Charge	645.16
	Balance as of 10/31/2011	$74,534.89
	Please Remit	$74,534.89

CC: W. Scott Thompson

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We Appreciate the opportunity to serve your legal needs.

SCHEDULE A

- **Indemnity Agreement**
- **Attorney Fee Bills from Burns, Figa & Will**

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended
AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9

AND IN THE MATTER OF
OILSANDS QUEST INC., OILSANDS QUEST SASK INC., TOWNSHIP PETROLEUM CORPORATION, STRIPPER ENERGY SERVICES INC., 1291329 ALBERTA LTD., OILSANDS QUEST TECHNOLOGY INC., WESTERN PETROCHEMICALS CORP. and 1259882 ALBERTA LTD.

Proof of Claim OILSANDS QUEST INC. ("OQI")
For Claims Arising Before November 29, 2011
(See Reverse for Instructions)

Regarding the claim of Thomas Milne, Case no. 10-CV-0408 (D. Colo) (referred to in this form as "the creditor")
(name of creditor)

All notices or correspondence regarding this claim to be forwarded to the creditor at the following address:
Burns, Figa & Will, P.C.
6400 S. Fiddler's Green Circle, Suite 1000
Greenwood Village, Colorado, United States 80111

Telephone: 1-303-796-2626 Fax: 1-303-796-2777

I, Sara Van Deusen residing in the city
(name of person signing claim) **(city, town, etc.)**

of Greenwood Village in the Province of Colorado
(name of city, town, etc.)

Do hereby certify that:

1. ☐ I am the creditor
   or
   ☒ I am the attorney of the creditor.
   (if an officer or employee of the company, state position or title)

2. I have knowledge of all the circumstances connected with the claim referred to in this form.

3. A. OQI was, as at November 29, 2011, and still is indebted to the creditor in the sum of $ 5,693.72 as shown by the statement of account attached hereto and marked "Schedule A". Claims should **not** include the value of goods and/or services supplied or claims arising after November 29, 2011. If a creditor's claim is to be reduced by deducting any counter claims to which OQI is entitled and/or amounts associated with the return of equipment and/or assets by OQI, please specify.

   The statement of account must specify the vouchers or other evidence in support of the claim including the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest.

   B. The indebtedness referred to in paragraph 3. A. is in the following currency:

   ☐ Canadian Dollars

   ☒ United States Dollars

4. A. ☒ **Unsecured claim.** $ 5,693.72. In respect to the said debt, the creditor does not and has not since November 29, 2011, held any assets of OQI as security.

   B. ☐ **Secured claim.** $________. In respect of the said debt, the creditor holds assets of OQI valued at $ ________ as security:

   ***Provide full particulars of the security**, including the date on which the security was given and the value at which the creditor assesses the security together with the basis of valuation, and attach a copy of the security documents as Schedule "B"*

Burns
Figa &
Will P.C.

March 12, 2010

Via E-Mail and U.S. Mail

Tom Milne	W. Scott Thompson
244 – 2200 Marda Link SW	Thompson Oil Company
Calgary, AB T2T 6C7	One Riverway, Suite 610
Canada	Houston, Texas 77056

Re: Engagement of Burns, Figa & Will, P.C.

Dear Tom and Scott:

We are honored that you have asked this firm to represent each of you in your individual capacities in connection with the Make a Difference Foundation matter, Suit No. 10-CV-00408 (the "Derivative Suit"). We agree to faithfully and diligently perform all legal services you need to represent you effectively, always in harmony with our obligations under the Colorado Rules of Professional Conduct.

We have considered potential conflicts of interest, and we do not believe that there are any. We have reviewed the complaint and corresponded with Oilsands Quest Inc. ("OQI"), and we do not believe that our representation of you will be directly adverse to OQI or that there is a significant risk that our former representation of OQI will be materially limited by our responsibilities to you. We point out that the services provided by this firm in the past year to OQI have been extremely limited in scope. We are requesting that you provide your informed consent to this representation by your signatures below.

If your matter involves litigation, you should be aware that litigation can be extremely expensive, time-consuming and unpredictable. There are private methods of resolving disputes that may be less so. In any case, it is important for you to understand and agree to the financial and other terms of this legal engagement. The following paragraphs set forth those terms, and by signing this document you agree to them.

The Fee

Initially, Michael J. Norton will be your primary lawyer, and I may assist him. Mr. Norton's current billing rate is $375 per hour and my current billing rate is $325 per hour. We may also use one or more of our associates. Their hourly rates range from $130 to $225 per hour.

In addition to one of our associates, on occasion we may approach other lawyers in the firm to consult with them about the matter. Sometimes we do this to draw upon their experience. Sometimes we use other lawyers as a sounding board. In that instance, their time may appear on your invoice in addition to mine. I usually charge for both lawyers' time because, in my experience, consultations of this kind are often invaluable in developing strategy.

Also, we use a team approach. This means that, as much as possible, we have work done at the lowest billing rate that still achieves the goal of providing you with high quality professional services. The current billing rates for our lawyers and paralegals are as follows:

Senior Attorneys (Shareholders)	$200 to $375 per hour
Associate Attorneys	$140 to $225 per hour
Legal Assistants (Paralegals)	$85 to $125 per hour
Law Clerks	$65 to $100 per hour

This fee schedule is periodically adjusted, and we will <u>not</u> advise you of any increase in advance. Rather, any increase in rates is reflected on your monthly invoices.

<u>Retainer</u>

I have requested that you deposit with us the sum of $5,000 as an advance against attorneys' fees and expenses to be incurred in the future. This is called a "retainer." We will deposit the retainer in the firm's account with the Colorado Lawyer Trust Account Foundation (COLTAF). Colorado lawyers generally deposit retainers in a COLTAF account when the amount of interest generated by the retainer would not cover the transaction costs of establishing a separate account paying interest to the client. COLTAF uses the interest to support various legal aid organizations and programs designed to improve the legal system.

We have discussed our intention to make a demand on OQI for payment of your fees. If that demand is successful, then the retainer will only be applied in the event of non-payment by OQI.

As our invoices will reflect, we will draw down on the retainer to pay ourselves attorney fees as we earn them, and expenses as we pay or incur them. Whenever the retainer is exhausted, you will replenish it in full upon request.

If, at the end of the representation, there is a balance on your retainer, we will refund that money to you, even if someone else actually paid the retainer in the first place. If we cannot locate you, we will use up to 50% of the balance trying to find you. If we still cannot locate you, we will donate the money to the Nature Conservancy of Colorado.

Expenses

Almost all representations require products and services *other than* legal services. You are responsible for those expenses. They may include relatively inexpensive charges for photocopying and scanning, long-distance telephone, postage, filing fees, and messengers and delivery. There also may include more costly expenses such as fees for expert witnesses, court reporters and private investigators, and travel expenses.

We are under no ethical obligation to pay any expenses that are incurred in or necessary to a representation. This is the client's obligation. Our policy is to pass along to the client any expense over $500. In other words, we would *not* pay the expense then ask for reimbursement. Rather, we would ask you to pay the bill directly or have you contract directly with the vendor.

One exception to this policy relates to expert witnesses in litigation matters. In that case, strategic considerations may make it preferable for the firm to hire the expert witness directly. If that happens, we may require you to pay an additional retainer to cover the expert witness's anticipated charges.

On the other hand, when it comes to expenses of less than $500, we generally advance (e.g., service of process) or incur (e.g., ordinary photocopying) those expenses, subject to your reimbursement of them in the next bill. One exception to this policy is when a client has a substantial unpaid balance. In that instance, we may ask you to pay for everything directly.

We will talk with you before we commit you to any significant expenses. We also like it when clients tell us how much they consider "significant" in this situation. Regardless, we will use our best judgment in checking with you before incurring significant expenses or paying lesser expenses without your specific approval.

Invoices and Interest on Unpaid Balances

We send invoices on a monthly basis, usually toward the middle of the month. The invoices include a summary of the legal services for the past month and the time recorded for those services. We include time on the first invoice for services that we provided before you and I signed this Agreement.

Invoices also include expenses that we paid or incurred on your behalf during the preceding month. Toward the end of the invoice it states the balance of your retainer (if you paid one) and any outstanding unpaid balance on your account.

You agree to pay these invoices within fifteen days of your receipt of an invoice. If there is a problem, please call me. I have to remind myself to talk about money with clients, because surprise and disappointment can ruin the healthiest attorney-client relationship.

We charge eighteen percent interest on any balance unpaid after thirty days.

Withdrawal and Termination

You have the right to terminate this firm's and my representation of you at any time, subject only to the approval of the court in litigation matters. Also, the Colorado Rules of Professional Conduct may require or permit us to terminate our representation of you--again, subject to the approval of the court in litigation matters. One of the reasons permitting us to terminate the representation, or ask the court's permission to do so, is when a client deliberately disregards his or her obligations under an engagement agreement regarding the payment of expenses or fees.

Arbitration

If you dispute the fees or costs that we have charged you under this Agreement, and we cannot amicably resolve that dispute, the dispute will be decided by the Denver Bar Association Legal Fee Arbitration Committee. There is no charge for this dispute resolution service.

If a dispute arises regarding any other aspect of this firm's representation of you, including legal malpractice, that kind of dispute will be decided by a single arbitrator at the Judicial Arbiter Group in Denver, Colorado. These arbitrators are usually lawyers or retired judges. There are charges for using the Judicial Arbiter Group, and they can be expensive. If there is arbitration with the Judicial Arbiter Group, each side (no matter how many "parties") will be responsible for paying one-half of all fees and expenses charged by Judicial Arbiter Group.

In any kind of arbitration proceeding, the parties are responsible for paying the attorneys' fees and costs that they incur in that proceeding.

You should understand that by agreeing to arbitration, you are relinquishing your right to bring an action in court and to a jury trial. Also, discovery in an arbitration proceeding is usually quite limited, and the grounds to appeal an arbitrator's decision are very limited.

File Disposal

It is very expensive to store client files. For this reason, you authorize us to dispose of your file two years after your matter has been resolved, or two years after the last work we have performed for you in that matter, whichever comes later. We are not required to give you notice before disposing of your file.

If anything I have stated in this letter presents a problem, or is unclear, please tell me right away so that we can discuss it and reach a full understanding. To indicate your agreement to the terms set forth above, please sign this letter in the space provided and return it to us, along with the requested retainer. You should retain a copy for your records.

Sincerely yours,

BURNS, FIGA & WILL, P.C.

Theresa M. Mehringer

Theresa M. Mehringer

I agree to the foregoing Legal Representation Engagement and Fee Agreement.

______________________ Date: ______________________

Tom Milne

W. Scott Thompson Date: MARCH 12, 2010

W. Scott Thompson

we have performed for you in that matter, whichever comes later. We are not required to give you notice before disposing of your file.

If anything I have stated in this letter presents a problem, or is unclear, please tell me right away so that we can discuss it and reach a full understanding. To indicate your agreement to the terms set forth above, please sign this letter in the space provided and return it to us, along with the requested retainer. You should retain a copy for your records.

Sincerely yours,

BURNS, FIGA & WILL, P.C.

Theresa M. Mehringer

I agree to the foregoing Legal Representation Engagement and Fee Agreement.

______________________________ Date: March 2010
Tom Milne

______________________________ Date: ______________________
W. Scott Thompson

INDEMNITY AGREEMENT

THIS AGREEMENT is effective as of January 1, 2007.

BETWEEN:

OILSANDS QUEST INC., a corporation incorporated under the laws of Colorado, having its head office in the City of Calgary (the "Corporation")

- and -

Tom Milne
of Calgary, Alberta, Canada
(the "Indemnified Party")

RECITALS:

1. The Indemnified Party is, or has agreed to act as, a director or officer of the Corporation and/or is acting or may, at the Corporation's request, act in an Authorized Capacity of Another Entity and the Corporation wishes the Indemnified Party to serve or continue in such capacity; and

2. In order to induce the Indemnified Party to serve or continue to provide services to the Corporation or Another Entity, the Corporation wishes to provide for the indemnification of, and advancement of expenses to, the Indemnified Party to the maximum extent permitted by applicable law.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, and in consideration of the Indemnified Party agreeing to act, or to continue to act, as a director or officer of the Corporation or in an Authorized Capacity with Another Entity, the Corporation and the Indemnified Party do hereby covenant and agree as follows:

1. Definitions

1.1 As used in this Agreement, including the Recitals:

(a) "Act" means the Colorado Business Corporation Act, as amended;

(b) "Advance" means an advance of Expenses to the Indemnified Party pursuant to Section 3;

(c) "Another Entity" means a corporation, partnership, joint venture, trust or unincorporated association or organization of which the Indemnified Party serves in an Authorized Capacity at the request of the Corporation;

(d) "Authorized Capacity" means a director or officer, or a similar capacity, of a Another Entity;

(e) "By-Laws" means the by-laws of the Corporation;

(f) "Court" means the Court of Queen's Bench of the Province of Alberta;

(g) "Expenses" means all costs, charges and expenses incurred by the Indemnified Party in respect of any Proceedings including, without limitation, reasonable fees and disbursements of counsel and other professional fees and out-of-pocket expenses for attending discoveries, trials or hearings and meetings to prepare for such proceedings, but shall not include Loss;

(h) "Liabilities" means the Expenses and Loss incurred by the Indemnified Party in respect of any Proceedings;

(i) "Loss" means amounts which the Indemnified Party is legally obligated to pay as a result of a Proceeding against the Indemnified Party including amounts paid to settle an action or satisfy a judgment or to satisfy any fines or penalties levied in respect of such Proceedings, but shall not include Expenses; and

(j) "Proceedings" means any threatened, pending or completed civil, criminal, administrative, investigative or other proceeding (including formal and informal inquiries and hearings), whether or not charges have been laid against the Corporation or Another Entity or the Indemnified Party, in which the Indemnified Party is involved by reason of the Indemnified Party's association with the Corporation or Another Entity, or by reason of anything done or not done by the Indemnified Party in the capacity as a director or officer of the Corporation or in an Authorized Capacity with Another Entity.

2. <u>Indemnification</u>

2.1 Except in respect of an action referred to in Section 2.2 and subject to Section 2.3, the Corporation shall indemnify and save harmless the Indemnified Party from and against all Liabilities, actually and reasonably incurred by the Indemnified Party in respect of any Proceedings if:

(a) the Indemnified Party acted honestly and in good faith with a view to the best interests of the Corporation or Another Entity, as the case may be; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Indemnified Party had no reasonable grounds for believing that the Indemnified Party's conduct was unlawful.

2.2 In respect of any action by or on behalf of the Corporation or Another Entity to procure a judgment in its favour, to which the Indemnified Party is made a party by reason of being or having been a director or officer of the Corporation or serving in an Authorized Capacity with Another Entity, or by reason of anything done or not done by the Indemnified Party in any such capacity, the Corporation shall, with the prior approval of the Court, indemnify and save harmless the Indemnified Party against all Expenses actually and reasonably incurred by the Indemnified Party in connection with such Proceedings if the Indemnified Party fulfils the conditions set out in Sections 2.1(a) and (b) above. The Corporation agrees to make application to the Court for approval of such indemnification and to use reasonable commercial efforts to obtain approval to such indemnification.

2.3 Notwithstanding any other provision of this Agreement, the Corporation shall not be obligated to:

(a) indemnify the Indemnified Party or make Advances with respect to Proceedings initiated or brought voluntarily by the Indemnified Party and not by way of defence, except (i) with respect to Proceedings to enforce a right to indemnification or Advance pursuant to this Agreement, or (ii) in specific cases if the Board of Directors of the Corporation has approved the initiation of such Proceedings; or

(b) indemnify the Indemnified Party in respect of any amounts the payment of which by the Corporation is not permitted by applicable law.

2.4 For the purposes of this Agreement, the termination of any Proceedings by judgment, order, settlement or conviction, or similar or other result shall not, of itself, create any presumption for the purposes of this Agreement that the Indemnified Party did not act honestly and in good faith with a view to the best interests of the Corporation or Another Entity, as the case may be, or that, in the case of a criminal or administrative action or proceeding that is enforced by monetary penalty, the Indemnified Party had no reasonable grounds for believing that the Indemnified Party's conduct was unlawful, unless the judgement or order of the court or other competent authority shall specifically find or determine otherwise.

2.5 In respect of any claim for indemnification pursuant to this Agreement, the Corporation may not indemnify the Indemnified Party unless a determination is made that the Indemnified Party acted honestly and in good faith and with a view to the best interests of the Corporation or Another Entity, as the case may be, and, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, to have had no reasonable grounds for believing that his (her) conduct was unlawful. The determination shall be made either: (1) by a majority vote of the board of directors present at a meeting at which a quorum is present, and only those directors not parties to the Proceedings shall be counted in satisfying the quorum; (2) if a quorum cannot be obtained, by a majority vote of a committee of board of directors designated by the board of directors, including the directors who are parties to the Proceedings, which committee shall consist of two or more directors not parties to the Proceedings; (3) if a quorum cannot be obtained under (1) and a committee cannot be established under (2), then the determination shall be made by independent legal counsel selected by a majority vote of the full board of directors, or by the shareholders.

2.6 If the Indemnified Party is entitled under this Agreement to a portion but not all of the benefit of the indemnification provided hereunder, the Corporation shall indemnify the Indemnified Party for the portion thereof to which the Indemnified Party is determined to be entitled.

3. Advance Of Expenses

3.1 Subject to Section 2.3, the Corporation shall advance moneys to the Indemnified Party for Expenses of the Indemnified Party reasonably incurred in respect of any Proceedings referred to in Section 2.1, as may be appropriate to enable the Indemnified Party to properly investigate, defend, participate in or appeal such Proceedings.

3.2 The Corporation shall seek Court approval to the advance of moneys to the Indemnified Party for Expenses reasonably incurred by the Indemnified Party in respect of Proceedings referred to in Section 2.2.

3.3 In the event that it is ultimately determined that the Indemnified Party was not entitled to be indemnified, or was not entitled to be fully indemnified, for any Liabilities in any Proceedings in respect of which Advances have been made under Section 3.1 or 3.2, the Indemnified Party shall reimburse the Corporation for such Advances or portion of such Advances.

3.4 An Advance shall be made by the Corporation upon receipt of :

(a) a written request for Advance containing sufficient detail of the Proceedings and Expenses to enable the Corporation to determine whether and the extent to which the Indemnified Party is entitled to an Advance;

(b) copies of all receipts, invoices and other supporting material reasonably required by the Corporation (including in the case of legal or other professional advisors, a detailed description of the services rendered) in respect of the Expenses;

(c) a written acknowledgement of the Indemnified Party's obligation to reimburse the Corporation for the amount of all Advances if it is determined that the Indemnified Party was not entitled to be indemnified or fully indemnified for Expenses in respect of which Advances were made by the Corporation; and

(d) a written affirmation that, based on facts known to the Indemnified Party and in relation to the matter giving rise to the request for the Advance, the Indemnified Party in good faith believes that the Indemnified Party:

(i) acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of Another Entity for which the Indemnified Party acted in an Authorized Capacity; and

(ii) in the case of a criminal or administrative proceeding that is enforced by a monetary penalty, the Indemnified Party had no reasonable grounds for believing that his or her conduct was unlawful.

(e) a determination that is made pursuant to Section 2.5 that the facts then known will not preclude indemnification under this Agreement.

3.5 The Corporation shall make such Advance within 30 days of receipt of all such required material.

3.6 The Corporation may at its sole discretion provide Advances for future Expenses.

3.7 The Corporation shall only be required to make an Advance to the extent that it is reasonable in the circumstances and shall be entitled to contest in good faith the reasonableness of any portion of a request for an Advance.

4. Insurance

4.1 The Corporation represents to the Indemnified Party that, as of the date of this Agreement, the Corporation has an existing directors' and officers' liability insurance policy in full force and effect and that the Indemnified Party is included as an insured person under such policy.

4.2 The Corporation shall from time to time make a good faith determination whether or not it is practicable for the Corporation to obtain or maintain such insurance coverage. Among other considerations, the Corporation will weigh the costs of obtaining such insurance against the protection afforded by such coverage. If insurance is obtained, the Corporation agrees to use its best commercial efforts to maintain the Indemnified Party as an insured person under such policy with the same rights and benefits, subject to the same limitations, as are accorded the most favourably insured of the Corporation's directors and officers.

4.3 Notwithstanding the foregoing, the Corporation shall have no obligation to obtain or maintain such insurance if the Corporation determines in good faith that such insurance is not reasonably available, if the premiums are too high or if the coverage provided is limited by exclusions so as to provide insufficient benefit. The Corporation shall promptly notify the Indemnified Party in the event that a determination is made not to continue to maintain such insurance or if a change is made in such policy which would have a material effect on the coverage available to the Indemnified Party.

4.4 The obligation of the Corporation to make payments to the Indemnified Party under this Agreement and the timing of such payments shall not be affected or reduced by any limitations, policy limits or deductible amounts contained in any insurance carried by the Corporation or whether the Corporation has in fact received payment from the insurer.

5. Indemnification Procedures

5.1 If any Proceeding is brought or asserted against or involves the Indemnified Party, the Indemnified Party shall promptly notify the Corporation of the nature and details of such Proceeding as soon as the Indemnified Party is notified of such Proceeding (provided that any failure to so notify promptly shall relieve the Corporation of liability under this Agreement only to the extent that such failure prejudices the ability to defend such claim).

5.2 If, at the time of the receipt of such notice, the Corporation has directors' and officers' liability insurance in effect, the Corporation shall give prompt notice of the commencement of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies.

5.3 The Corporation shall be entitled to assume the defence or representation of the Indemnified Party in any such Proceeding through legal counsel selected by the Corporation reasonably acceptable to the Indemnified Party. If any other similarly indemnified persons are also a party to, or involved in any such Proceeding, the Corporation may employ counsel to represent jointly the Indemnified Party and such other persons. After retention of counsel by the Corporation, the Corporation shall not be liable to the Indemnified Party under this Agreement for any fees and expenses of counsel subsequently incurred by the Indemnified Party with respect to the same Proceeding, provided that:

(a) the Indemnified Party shall have the right to employ his or her own counsel at the Indemnified Party's own expense (which shall not qualify as Expenses); and

(b) the Indemnified Party shall have the right to retain his or her own counsel at the Corporation's expense (which shall qualify as Expenses) if:

(i) the employment of counsel by the Indemnified Party has been previously authorized by the Corporation,

(ii) the Indemnified Party shall have been advised by counsel that there is a potential conflict in the joint representation referred to above and such joint representation would be precluded under applicable standards of professional conduct then prevailing in the jurisdiction in which such Proceedings are being conducted, or

(iii) the Corporation shall not continue to retain counsel to assume the defence of such Proceedings.

If the Indemnified Party elects to retain counsel in any Proceeding in respect of which indemnification may be sought from the Corporation pursuant to this Agreement, and any similarly indemnified persons are also a party to such Proceeding, the Indemnified Party, together with such other persons, will employ counsel to represent jointly the Indemnified Party and such other persons, unless the Indemnified Party is advised by counsel that there is a potential conflict in such joint representation and such joint representation would be precluded under applicable standards of professional conduct then prevailing in the jurisdiction in which such Proceedings are being conducted, in which case the Indemnified Party will notify the Corporation and will be entitled to be represented by separate counsel.

5.4 The Indemnified Party shall not settle, and the Corporation shall not be liable for any settlement of, any Proceeding without the Corporation's written consent. The Corporation shall not settle any Proceeding in a manner that would impose any fines, penalties or obligations on the Indemnified Party without the written consent of the Indemnified Party. Neither the Corporation nor the Indemnified Party shall unreasonably withhold their consent to any proposed settlement.

5.5 The Indemnified Party agrees to give the Corporation such information and co-operation as the Corporation may reasonably require from time to time in respect of all matters hereunder.

The Corporation agrees to give the Indemnified Party such information and co-operation as the Indemnified Party may reasonably require from time to time in respect of all matters hereunder.

5.6 Payment of indemnification in respect of a Proceeding shall be made by the Corporation as soon as practicable but in any event within 60 days after a written claim by the Indemnified Party is received by the Corporation (which claim shall include such documentation and information as is reasonably necessary to determine whether and to what extent the Indemnified Party is entitled to indemnification, including but not limited to copies of invoices received by the Indemnified Party in connection with any Expenses), unless a determination is made by the Corporation that the Indemnified Party is not entitled to indemnification.

6. Enforcement

6.1 If a claim under this Agreement for indemnity for Liabilities or for an Advance is refused or is not paid in full by the Corporation within 60 days in the case of indemnity for Liabilities and 30 days in the case of an Advance, after a written claim and all required supporting material has been received by the Corporation, the Indemnified Party may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the Indemnified Party will be entitled to be paid also the expense of prosecuting such claim, including reasonable fees and expenses of counsel. It shall be a defence to any such action (other than an action brought to enforce a claim for an Advance incurred in connection with any Proceeding in advance of its final disposition) that the Indemnified Party has not met the standards of conduct which make it permissible under applicable law for the Corporation to indemnify the Indemnified Party for the amount claimed, or is otherwise not entitled to indemnification under this Agreement, but the burden of proving such defence shall be on the Corporation and the Indemnified Party shall be entitled to receive Advances pursuant to Section 3 unless and until such defence may be finally adjudicated by a court order or judgement from which no further appeal exists. It is the parties' intention that if the Corporation contests the Indemnified Party's right to indemnification, the question of the Indemnified Party's right to indemnification shall be for the court to decide, and no determination by the Corporation (including its Board of Directors, any committee of directors or independent legal counsel) that the Indemnified Party has not met the applicable standard of conduct shall create a presumption that the Indemnified Party has not met the applicable standard of conduct.

7. Taxes Payable

7.1 The Corporation agrees to reimburse the Indemnified Party for the net amount of all taxes payable by the Indemnified Party under the taxing laws of any jurisdiction as a result of the payment or reimbursement or Advance under this Agreement, including this clause, constituting a taxable benefit to the Indemnified Party.

8. Other Rights

8.1 Notwithstanding any other provision of this Agreement, the Corporation hereby agrees to indemnify the Indemnified Party to the fullest extent permitted by law, notwithstanding that such indemnification is not specifically authorized by the provisions of this Agreement. In the event of any change after the date of this Agreement in any applicable law or rule (whether by legislative action or judicial decision), which grants or permits any greater right to indemnification and/or advancement of expenses, such changes shall automatically apply to the Indemnified Party's rights, and the Corporation's obligations, under this Agreement. In the event of any change in applicable law which narrows the right of the Corporation to indemnify or to advance expenses to the Indemnified Party, such changes shall automatically apply to this agreement except to the extent that such law is not required to be applied to this Agreement.

8.2 The indemnification and advances as provided by this Agreement shall not be deemed to derogate from or exclude any other rights to which the Indemnified Party may be entitled under any provision of the Act or otherwise at law, the Articles of the Corporation, the By-Laws, any other agreement of the Corporation, any vote of shareholders of the Corporation, or otherwise.

8.3 The obligations of the Corporation under this Agreement shall cover the Indemnified Party's service as a director or officer of the Corporation or in an Authorized Capacity with a Another Entity and all of his or her acts in any such capacity whether prior to or after the date of this Agreement.

8.4 The obligations of the Corporation under this Agreement (including for greater certainty the obligation with respect to insurance under Section 4.2) shall continue for the longest period permitted under applicable law after the Indemnified Party has ceased to be a director or officer of the Corporation or ceased to serve in an Authorized Capacity with a Another Entity.

9. <u>Deceased Indemnified Party</u>

9.1 If the Indemnified Party is deceased and is entitled to indemnification under any provisions of this Agreement, the Corporation agrees to indemnify and hold harmless the Indemnified Party's estate and executors, administrators, legal representatives and lawful heirs to the same extent as it would indemnify the Indemnified Party, if alive, hereunder.

10. <u>Notices</u>

10.1 Unless otherwise permitted by this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been fully given if delivered to the party to whom the notice or other communication is directed:

(a) if to the Indemnified Party, at the address set forth on the signature page below;

(b) if to the Corporation, at the address of its head office, to the attention of the Executive Chairman;

or to such other address as each party may from time to time notify the other of in writing.

10.2 If the Corporation receives notice from any other source of any matter which the Indemnified Party would otherwise be obligated hereunder to give notice of to the Corporation, then the Indemnified Party shall be relieved of the Indemnified Party's obligation hereunder to give notice to the Corporation, provided the Corporation has not suffered any damage from the failure of the Indemnified Party to give notice as herein required.

11. Severability

11.1 If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever:

(a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions or any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable that are not of themselves in the whole invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and

(b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not of themselves in the whole invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision which is held to be invalid, illegal or unenforceable.

12. Governing Law And Consent To Jurisdiction

12.1 The parties hereto agree that this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Province of Alberta.

12.2 The Corporation and the Indemnified Party each hereby irrevocably consent to the exclusive jurisdiction and venue of the courts of the Province of Alberta for all purposes in connection with any action or proceedings which arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be commenced, prosecuted and continued only in such courts.

13. Counterparts

13.1 This Agreement may be executed in counterparts and delivered via facsimile. Each such counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14. Modification And Waiver

14.1 No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

15. Prior Agreements

15.1 This Agreement shall supersede and replace any and all prior agreements (except any written agreement of employment between the Corporation and the Indemnified Party, which shall remain in full force and effect except to the extent augmented or amended herein) between the parties hereto respecting the matters set forth herein.

16. Successors And Assigns

16.1 This Agreement shall be binding upon and enure to the benefit of the Corporation and its successors and assigns, including any Corporation with which the Corporation is merged or amalgamated, and to the Indemnified Party and the Indemnified Party's executors, administrators, legal representatives, lawful heirs, successors and assigns.

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

OILSANDS QUEST INC.

Per: ______________________

Name/Title : CHRISTOPHER HOPKINS, PRESIDENT AND CEO

Date: MARCH 16, 2007

INDEMNIFIED PARTY

Sign: ______________________

Print: J. G. MILNE

WITNESS

Sign: ______________________

Print: KARIM HIRJI

In Account With:

Burns, Figa & Will, P.C.
6400 S. Fiddlers Green Circle
Suite 1000
Greenwood Village, Colorado 80111
(303) 796-2626
Fed Tax ID 84-0818134

October 31, 2011

Patrick McGinley - Via E-mail
Navigators Pro
One Penn Plaza
New York, NY 10119

Account No: 4791-0000M
Statement No: 97426

Make a Difference Foundation

Duplicate

Legal Fees through 10/31/2011

Date	Initials	Description	Hours	
10/06/2011	JMO	Review Order Denying Without Prejudice Plaintiffs Unopposed Motion for Preliminary Approval of Derivative Litigation.	0.10	
	TAC	Reviewed Court's order denying preliminary approval of the stipulation; reviewed amended stipulation; conferred with J. Osgood regarding same; reviewed emails from counsel for other defendants.	0.60	
10/07/2011	JDJ	Review order.	0.10	
	TAC	Reviewed letter sent on behalf of Mr. Milne and Mr. Thompson.	0.20	
10/19/2011	TAC	Reviewed and responded to emails from other counsel.	0.40	
10/26/2011	TAC	Review and respond to emails from other counsel; reviewed revised settlement approval pleading.	0.50	
10/27/2011	TAC	Reviewed the revised unopposed motion for preliminary approval of derivative settlement and second amended stipulation of settlement and release.	0.40	
10/28/2011	TAC	Reviewed and responded to emails regarding revised stipulation; signed and sent draft stipulation.	1.00	
10/31/2011	JDJ	Review motion to approve settlement and docket.	0.10	
		For Current Services Rendered	3.40	595.00

October 31, 2011

Patrick McGinley - Via E-mail

Account No: 4791-0000M
Statement No: 97426

Make a Difference Foundation

Professional Summary

Timekeeper	Hours	Rate
Jennifer M. Osgood, Esq.	0.10	$275.00
Trevor Crow, Esq.	3.10	175.00
Jimmy D. Johnson, Paralegal	0.20	125.00

Total Current Work Due	595.00
Previous Balance	$10,708.54
Finance Charge	83.90
Balance as of 10/31/2011	$11,387.44
Please Remit	$11,387.44

cc: Thomas Milne
W. Scott Thompson
Accounts Payable

Payments received after the date of this invoice will be reflected on your next statement.
PAYMENT IS DUE AUGUST 31, 2012
Please include account # on payment.

We Appreciate the opportunity to serve your legal needs.

SCHEDULE A

- **Fee Agreement**
- **Indemnity Agreement**
- **Attorney Fee Bill from Burns, Figa & Will**