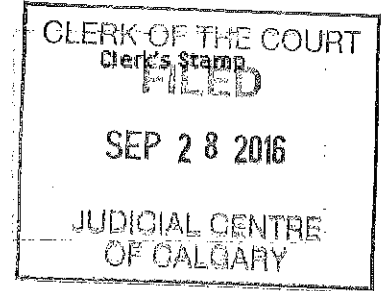


COURT FILE NUMBER 1601-07022
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT ALBERTA TREASURY BRANCHES
RESPONDENTS NORTHPOINT RESOURCES LTD.
DOCUMENT FIRST REPORT OF THE RECEIVER & MANAGER



SEPTEMBER 28, 2016

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

RECEIVER & MANAGER

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INTRODUCTION

1. Ernst & Young Inc. was appointed as Receiver and Manager (the “**Receiver**”) of the property, assets and undertakings (the “**Property**”) of Northpoint Resources Ltd. (“**Northpoint**”, the “**Company**” or the “**Debtor**”) pursuant to an Order of the Honourable Justice K.M. Horner pronounced on May 30, 2016 (the “**Receivership Order**”).
2. The Receivership Order authorized the Receiver, among other things:
 - a) To carry on the business of Northpoint;
 - b) To sell, convey, transfer, lease or assign the Property out of the normal course of business, subject to approval of this Honourable Court for any transactions exceeding \$500,000, or the aggregate of multiple transactions exceeding \$2.0 million, and to make such arrangements or agreements as deemed necessary by the Receiver;
 - c) To borrow such monies from time to time as it may consider necessary, providing the outstanding principal amount of such borrowing does not exceed \$600,000; and
 - d) The whole of the Property shall be and is charged by way of a fixed and specific charge (the “**Receiver’s Borrowing Charge**”) as security for monies borrowed, together with interest and charges thereon, in priority to all security interest, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person, but subordinate in priority to the Receiver’s Borrowing Charge.
3. The purpose of this first report (the “**First Report**”) of the Receiver is to provide this Honourable Court with information concerning and, where applicable, the Receiver’s comments and recommendations on:
 - a) The activities of the Receiver since its appointment;
 - b) A statement of receipts and disbursements for the period from May 30, 2016 to September 27, 2016 (the “**Receivership Period**”);
 - c) The background and details of the sale process (the “**Sale Process**”);
 - d) The proposed sale transaction (the “**Sale Transaction**”);
 - e) The Receiver’s analysis of the proposed Sale Transaction;
 - f) The Receiver’s recommendation with respect to the proposed Sale Transaction;

- g) The Receiver's comments and recommendation with respect to a Sealing Order (defined below);
- h) The proposed interim distribution (the "**Interim Distribution**") to ATB; and
- i) The Receiver's recommendations.

TERMS OF REFERENCE

- 4. Capitalized terms not defined in this First Report are as defined in the Receivership Order.
- 5. All references to dollars are in Canadian currency unless otherwise noted.

BACKGROUND

- 6. Northpoint was engaged in the exploration and production of conventional oil and gas projects in Alberta and British Columbia. Substantially all of the Company's production and asset value is at a single property located in Northeastern British Columbia (the "**Altares**" property). Prior to being shut-in at the end of May 2016, net production to Northpoint from the Altares property averaged approximately 1,075 barrels of oil equivalent per day, consisting of 6.3 million cubic feet per day of natural gas and 25 barrels of natural gas liquids per day.
- 7. Prior to the Receiver's appointment, the Company commenced the safe and orderly shut-in of the Altares property and related processing facilities and pipelines. Accordingly, the Receiver did not continue to operate Northpoint's business.
- 8. Northpoint is currently indebted to the Petitioner, Alberta Treasury Branches ("**ATB**") in the amount of approximately \$17.6 million. ATB's debt is secured by general security agreement (the "**ATB Security**") which grants a security interest and charge over all of the Property.
- 9. Additional background concerning Northpoint is available at www.ey.com/ca/northpointresources.

ACTIVITIES OF THE RECEIVER

Custody and Control

- 10. The various steps the Receiver has taken to date to effect custody and control of Northpoint are set out below.

Bank Accounts

11. As at the date of the Receivership Order, certain cheques and wires presented to the Bank were manually returned and the bank account frozen for all disbursements. In a number of cases, pre-receivership payments to critical suppliers were honoured, which payments were primarily with respect to corporate insurance premiums, field operating expenses for the safe and orderly shut-down of the Property, certain priority payments to the Minister of Finance for British Columbia and certain minor office expenses.

Receiver's Notice to Creditors

12. The Receiver mailed the Receiver's Notice and Statement in accordance with Section 245 and Section 246 of the *Bankruptcy Insolvency Act* on June 8, 2016 to the known creditors of Northpoint as at May 31, 2016 per its books and records.

Secured Claims against Northpoint

13. ATB is the primary secured creditor of Northpoint. The Receiver's independent counsel, Gowling WLG, reviewed the Security and opined in writing that (a) the Security is valid and enforceable in accordance with its terms; (b) the Security creates a valid security interest in favour of ATB over Northpoint's personal property and a valid charge over Northpoint's real property, each of which was registered in all public offices necessary to perfect the security interest and charge created thereby; and (c) the security interest and charge created by the Security rank in priority to the unsecured creditors of Northpoint and to any subsequently appointed trustee in bankruptcy of Northpoint.
14. The only other registrations against Northpoint registered under the *Personal Property Security Act of Alberta* were by Roynat Inc. in respect of the Compressor Equipment (as defined below) and photocopier and office equipment, and by Alliance Trust Company ("Alliance").
15. The only other registrations against Northpoint registered in the *Personal Property Security Act of British Columbia* by Alliance and Roynat Inc.
16. The security in favour of Roynat Inc. is discussed below. The Receiver's counsel has advised it in writing that the security in favour of Alliance was postponed to the ATB Security by an agreement in writing between ATB and Alliance.

Head Office

17. On the date of the Receivership Order, the Receiver attended Northpoint's head office located at Suite 950, 800 – 6th Ave SW Calgary, AB, T2P 3G3 (the "Head Office").

18. At the date of the Receivership, there were three employees of Northpoint located at the Company's Head Office. The Receiver retained the three employees on a contract basis through Point Advisory Services to assist with operations and the sale of Northpoint assets. In addition, the Receiver retained on a contract basis the accounting firm previously providing bookkeeping and related services to Northpoint and the company providing field operating staff at the Altares property.
19. The Company was sub-leasing the Head Office premises from a company which vacated the premises shortly after the Receiver's appointment. The Receiver made arrangements with the landlord to occupy the premises on a month to month basis at approximately \$3,000 per month.

Receiver's Borrowing Charge

20. The Receiver has borrowed \$400,000 (of the \$600,000 authorized in the Receivership Order) by way of Receiver's certificates ("**Receiver's Certificates**") from ATB to fund the Receivership.

Compressor - Meridian OneCap Credit Corp.

21. Pursuant to a lease (the "**Compressor Lease**") between Northpoint and Meridian OneCap Credit Corp. (successor to Roynat Inc.) ("**Meridian OneCap**"), Northpoint leased two 1085 HP Gemini natural gas, two-stage compressor packages (collectively, the "**Compressor Equipment**").
22. The estimated buyout of the two compressor packages is \$380,463. Gowling WLG has reviewed the Compressor Lease and has opined in writing to the Receiver that the Compressor Lease (a) is a valid and enforceable lease; (b) creates a valid security and lease interest in the Compressor Equipment; and (c) the security interest and lease created by the Compressor Lease in the Compressor Equipment ranks in priority to the Security of ATB and in priority to the unsecured creditors of Northpoint and to any subsequently appointed trustee in bankruptcy of Northpoint.
23. The Compressor Equipment forms an integral part of the Altares facilities and therefore, under the Sale Agreement, the Receiver is required to exercise the buy-out option in order to permit the inclusion of the Compressor Equipment in the Altares property that will be conveyed to Canbriam Energy Inc. ("**Canbriam**") thereunder.

Municipal Property Taxes and Other Priority Claims

24. There are certain amounts owing by Northpoint on account of municipal property taxes, carbon taxes and motor fuel taxes to the Province of British Columbia (the "**Provincial Payables**"). The aggregate amount owing by Northpoint on account of municipal property taxes is \$94,846 and for the carbon and motor fuel taxes is approximately \$33,000.

25. The Receiver has been advised by Gowling WLG that the Provincial Payables are secured by liens in favour of the Province that rank in priority to the ATB Security.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

The following is a summary of receipts and disbursements during the Receivership Period (May 30 to September 27, 2016):

Northpoint Resources Ltd. - In Receivership			
Statement of Receipts and Disbursements			
For the period May 30 to September 27, 2016			
CDN\$, Unaudited			Notes
Receipts			
Receiver's Certificate	\$ 400,000		a
Collection of accounts receivable	68,857		b
Refunds - GST	22,937		
Refunds - miscellaneous	664		
	<u>492,458</u>		
Disbursements			
Consulting fees - Point Advisory Services	161,104		c
Oil and gas operating expenses	118,174		d
Consulting fees - other	55,250		e
GST	18,582		
Occupation rent and expenses	16,688		f
Investment banking fees - Sayer	15,000		g
Minister of Finance, BC - lease rentals	12,116		h
Receiver's fees and expenses	8,636		
Legal - other	4,353		
Interest - Receiver's borrowing	2,704		
Filing fees paid to Official Receiver	70		
	<u>412,677</u>		
Net receipts	79,781		
Opening cash	-		
Ending cash	\$ 79,781		

Receipts and disbursements relate to the following:

- The Receiver borrowed \$400,000 (of the \$600,000 authorized in the Receivership Order) by way of Receiver's Certificates from ATB to fund the Receivership;
- Collection of accounts receivable, consisting primarily of pre-receivership oil and gas revenue;

- c) Point Advisory Services was retained on a contract basis to assist with operations and the sale of Northpoint assets;
- d) Oil and gas operating expenses were incurred primarily with respect to the safe and orderly shut-in of the Altares property and related processing facilities and pipelines;
- e) Third party consulting fees, primarily management and accounting related;
- f) Head Office rent and related expenses including telephone, computer and utilities;
- g) Work fee paid to the Sale Agent (as defined below); and
- h) Payments to the British Columbia Minister of Finance with respect to lease rentals on the Altares property.

BACKGROUND OF THE SALE PROCESS

- 26. The Receiver requested a marketing proposal ("**Marketing Proposal**") from Sayer Energy Advisors ("**Sayer**") for the marketing of Northpoint's assets as Sayer had previously been engaged by ATB to review and assess the Property of Northpoint.
- 27. The Receiver reviewed the terms under which Sayer proposed to be retained to carry out the marketing and sale process (the "**Sale Process**"), including with respect to the compensation payable to Sayer, and determined that the Sale Process and proposed compensation were reasonable and consistent with market practice. The Receiver consulted with ATB, which supported the proposed Sale Process and retention of Sayer. Therefore, the Receiver retained Sayer as sales agent (the "**Sale Agent**") to carry out the Sale Process pursuant to an engagement agreement dated June 1, 2016.
- 28. After discussions with Sayer, the Receiver concluded that given the Sale Agent's knowledge of Northpoint's assets, the marketing process could be expedited. Therefore, the Receiver and the Sale Agent developed the Sale Process with a view to maximize the value of the Properties for the benefit of Northpoint's creditors. The following is a summary of the Sale Process and its results:
 - a) The public marketing process commenced on June 21, 2016 with the distribution of an information brochure to a broad list of approximately 1,100 prospective purchasers together with forms of the confidential agreement (a "**Confidentiality Agreement**");
 - b) Potential offerors had until noon on July 28, 2016 (the "**Bid Deadline**") to submit offers to purchase Northpoint's assets;

- c) On June 21, 2016, a copy of the information brochure along with corresponding maps and summary information for each area was placed on the Sale Agent's website, www.sayeradvisors.com. The detailed information was consolidated into one document which was available for visitors to download from the webpage. Statistics from Sayer's internet provider show that, throughout the marketing process, this document was downloaded a total of 315 times;
 - d) On June 27, 2016, a data room was made available during the marketing process in Northpoint's offices (the "**Data Room**"), which potential offerors were given access to upon their executing and delivering a Confidentiality Agreement. The Data Room was open until the Bid Deadline;
 - e) On June 28, 2016, approximately 1,900 parties from a separate distribution list received an electronic copy of the brochure by email;
 - f) On July 29, 2016, the Sale Agent:
 - i. placed an advertisement in the BOE Report, which according to statistics provided in the BOE Report, was viewed a total of 1,212 times;
 - ii. placed an advertisement in the Daily Oil Bulletin ("DOB"), which according to statistics provided by DOB, was viewed a total of 436 times;
 - g) Throughout the marketing period, the Sale Agent followed up the initial marketing by directly contacting a number of potential offerors that it believed would be interested in Northpoint's assets;
 - h) The Data Room was updated with new data as it became available or with additional information requested by the potential offerors; and
 - i) Technical presentations and a seismic workstation were made available to potential offerors.
29. Seventeen Confidentiality Agreements were executed. All of the parties that signed Confidentiality Agreements were encouraged to visit the Data Room.
30. A total of seven companies, including Canbriam, submitted bids prior to the expiry of the Bid Deadline of July 28, 2016. The Sale Agent has advised the Receiver that the ratio of bids to Confidentiality Agreements received (7/17 or 41%) is comparable to other similar divestiture assignments they have recently managed.

31. The Receiver reviewed the bids with the Sale Agent and ATB. The Receiver determined that the bid from Canbriam for the purchase of substantially all of Northpoint's oil and gas assets was superior to any other bid. Therefore, with the consent of ATB, the Receiver negotiated and finalized a definitive Sale Agreement with Canbriam.

PROPOSED SALE TRANSACTION

32. On September 19, 2016 the Receiver executed a definitive purchase and sale agreement with Canbriam (the "**Canbriam PSA**"). The Canbriam PSA provides for a 10% cash deposit which is held by ATB's counsel pursuant to a separate escrow agreement. The only material condition to the Canbriam PSA is Court approval.
33. A redacted copy of the executed Canbriam PSA, with the amount of the purchase price and deposit redacted, is attached at Appendix A. A full, non-redacted copy of the executed Canbriam PSA is attached to the Confidential Supplement to this First Report along with a summary of all Northpoint transaction proposals received.

SEALING ORDER

34. It is the view of the Receiver that the details of the offers received and the purchase price set out in the Canbriam PSA is commercially sensitive information. If this information was made public prior to the completion of the Canbriam PSA, and that transaction does not close, the subsequent re-marketing of Northpoint's oil & gas assets would be prejudiced. The Receiver therefore recommends to the Court that this information remain confidential and be subject to a sealing order ("**Sealing Order**") until the closing of the Canbriam PSA. There are no reasonable alternative measures to protect the integrity of any subsequent re-marketing of the Altares property should the Transaction not be completed. The Sealing Order provides that the Confidential Supplement will be unsealed promptly upon the completion of the Transaction.

RECEIVER'S ANALYSIS OF THE PROPOSED SALE TRANSACTION

35. The Receiver was actively involved with the Selling Agent in considering and approving the Canbriam PSA. The Receiver believes that approval of the Canbriam PSA is in the best interest of all stakeholders for the following reasons:
- a) It arose from the Sales Process which was executed by the Selling Agent. The Receiver believes that the Selling Agent acted in good faith and with due diligence in meeting the milestones of the Sales Process and soliciting bids including the bid resulting in the Canbriam PSA;

- b) There was a broad marketing of the assets to a large number of prospective purchasers over a reasonable time frame;
 - c) The Receiver believes that the Canbriam PSA was negotiated between the parties at arm's length and in good faith and is commercially reasonable; and
 - d) The Receiver determined that the offer submitted by Canbriam was the highest and best offer in the current circumstances.
36. Following discussions with the British Columbia Oil and Gas Commission (the "**BCOGC**") regarding the proposed Sale Transaction, the Receiver was provided with a summary of Northpoint's Liability Management Ratio ("**LMR**") effective September 9, 2016. Northpoint's LMR as at September 9, 2016 was 3.21
37. Based on the Province of British Columbia's Liability Management Monthly Summary Report dated September 20, 2016, Canbriam's LMR is 31.62.
38. Province of British Columbia's Liability Management Monthly Summary Report indicates there is one well located in British Columbia (NRL Two Rivers 13-11-083-15) which is not included in the Canbriam PSA. Northpoint drilled the well in 2004, which came up dry and was fully abandoned during the drilling operation. While there are no abandonment costs associated with this well, there are potential reclamation costs. The Receiver proposes to set aside a reserve to address requirements of the BCOGC to the extent that they might rank in priority to other creditors.

INTERIM DISTRIBUTION TO ATB

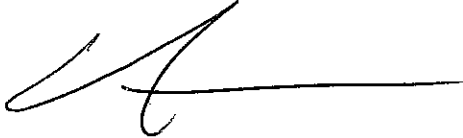
39. The Receiver is proposing to make an interim distribution to ATB of \$5.5 million (the "**Interim Distribution**"). The Interim Distribution will provide a sufficient reserve to fund other priority claims and the remaining administration of the Receivership.
40. The Receiver will hold back a contingency reserve (the "**Reserve**") of the remaining cash held by the Receiver, which will be more than sufficient to fully settle any priority claims and costs to complete the administration of the Receivership.
41. Excess funds held by the Receiver will be distributed to ATB as part of the final distribution (the "**Final Distribution**").

RECOMMENDATIONS

42. The Receiver recommends that this Honourable Court make orders approving:
- a) The sale of Northpoint's Property to Canbriam as set forth in the PSA;
 - b) The Sealing Order; and
 - c) The Interim Distribution to ATB.

All of which is respectfully submitted this 28th day of September, 2016.

ERNST & YOUNG INC.
in its capacity as Court Appointed
Receiver and Manager of Northpoint

A handwritten signature in black ink, appearing to be 'N. Narfason', written over a horizontal line.

Neil Narfason, CA, CIRP, CBV
Senior Vice-President

Appendix A

Redacted Canbriam Energy Inc. PSA

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the 19th day of September 2016.

BETWEEN:

ERNST & YOUNG INC., solely in its capacity as the receiver and manager of **NORTHPOINT RESOURCES LTD.**, and not in its personal or corporate capacity (hereinafter referred to as "**Vendor**")

- and -

CANBRIAM ENERGY INC., a corporation incorporated under the laws of Alberta (hereinafter referred to as "**Purchaser**")

WHEREAS pursuant to an order of the Honourable Madam Justice K.M. Horner of the Alberta Court of Queen's Bench (the "**Court**") dated May 30, 2016 (the "**Appointment Order**"), Ernst & Young Inc. ("**Receiver**") was appointed receiver and manager of Northpoint Resources Ltd. ("**Northpoint**");

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

(a) "**Abandonment and Reclamation Obligations**" means all past, present and future obligations to:

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

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

- (b) **"Affiliate"** means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person. The term **"control"** as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership or more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise;
- (c) **"Applicable Law"** means, in relation to any person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, license or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;
- (d) **"Assets"** means the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests;
- (e) **"Business Day"** means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (f) **"Court Order"** means an order to be granted by the Court substantially in the form of Schedule "F" which authorizes, approves and confirms this Agreement and the sale of the Assets by Vendor to Purchaser in accordance with the terms and conditions contained herein, and vests beneficial title to the Assets in Purchaser free and clear of all encumbrances, liens, security interests or claims, other than Permitted Encumbrances;
- (g) **"Closing"** means the transfer of possession, beneficial ownership and risks of the Assets from the Vendor to the Purchaser, the exchange of Specific Conveyances and payment of the Purchase Price by the Purchaser to the Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto;
- (h) **"Closing Date"** means the later of 10:00 a.m. on:
 - (i) October 10, 2016; or
 - (ii) the day that is two (2) Business Days after receipt of the Court Order,or such other time and date as may be agreed upon in writing by the Parties;
- (i) **"Closing Place"** means the office of Purchaser, or such other place as may be agreed upon in writing by the Parties;
- (j) **"Data Room Information"** means all information provided or made available to the Purchaser in hard copy or electronic form in relation to Northpoint and/or the Assets;
- (k) **"Date of Appointment"** means May 30, 2016;
- (l) **"Effective Date"** means August 1, 2016;
- (m) **"Environmental Liabilities"** means all liabilities in respect of the environment which relate to the Assets or which arise in connection with the ownership thereof or operations pertaining thereto, including without limitation, liabilities related to or arising from:
 - (i) transportation, storage, use or disposal of toxic or hazardous substances;

(ii) release, spill, escape, emission, leak, discharge, migration or dispersal of toxic or hazardous substances; or

(iii) pollution or contamination of or damage to the environment;

including, without limitation, liabilities to compensate Third Parties for damages and Losses resulting from the items described in items (i), (ii) and (iii) above (including, without limitation, damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise protect the environment and, for purposes of this Agreement, "the environment" includes, without limitation, the air, the surface and subsurface of the earth, bodies of water (including, without limitation, rivers, streams, lakes and aquifers) and plant and animal life (including humans);

(n) **"Escrow Agreement"** means the escrow agreement to be entered into in relation to the Deposit among Vendor, Purchaser and Norton Rose Fulbright Canada LLP, as escrow agent, as of the date hereof;

(o) **"Excluded Agreements"** means those contracts and agreements set forth in Schedule "H" hereto, which for clarity shall not form part of the Assets and shall not be transferred to Purchaser pursuant hereto;

(p) **"Facilities"** means Vendor's entire interest in and to the Pipeline and all unit facilities under any unit agreement applicable to the Leased Substances and all other field facilities whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, pipeline, production storage facility or warehouse, including, without limitation, those field facilities specifically identified in Schedule "B";

(q) **"General Conveyance"** means the general conveyance agreement in the form attached hereto as Schedule "D";

(r) **"Governmental Authority"** means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;

(s) **"GST"** means the goods and services tax payable pursuant to the GST Legislation;

(t) **"GST Legislation"** means Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder;

(u) **"Lands"** means the lands set out and described in Schedule "A", and the Petroleum Substances within, upon or under such lands (subject to the restrictions and exclusions identified in Schedule "A" and in the Title Documents as to Petroleum Substances and geological formations);

(v) **"Leased Substances"** means all Petroleum Substances, rights to or in respect of which are granted, reserved or otherwise conferred by or under the Title Documents (but only to the extent that the Title Documents pertain to the Lands);

(w) **"Licence Transfers"** means, in relation to the Assets, the transfer of any permits, approvals, licences and authorizations granted by any applicable Governmental Authority;

- (x) **"Losses"** means all losses, costs, claims, damages, expenses and liabilities which a Party suffers, sustains, pays or incurs, including reasonable legal fees on a solicitor and his own client basis but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities;
- (y) **"Miscellaneous Interests"** means, subject to any and all limitations and exclusions provided for in this definition, Vendor's entire interest in and to all property, assets, interests and rights pertaining to the Petroleum and Natural Gas Rights and the Tangibles (other than the Petroleum and Natural Gas Rights and the Tangibles), or either of them, but only to the extent that such property, assets, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including without limitation any and all of the following:
 - (i) all contracts and agreements relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents);
 - (ii) all subsisting rights to carry out operations relating to the Lands or the Tangibles, and without limitation, all easements and other permits, licenses and authorizations pertaining to the Tangibles;
 - (iii) rights to enter upon, use, occupy and enjoy the surface of any lands which are used or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights and the Tangibles, or either of them;
 - (iv) all records, books, documents, files, licences, reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any of the foregoing that pertain to proprietary seismic, geological or geophysical matters;
 - (v) the Wells, including the wellbores and any and all casing; and
 - (vi) the Seismic.

Notwithstanding the foregoing, unless otherwise agreed in writing by the Parties, the Miscellaneous Interests shall not include the Excluded Agreements or any agreements, documents or data to the extent that: (i) they pertain to Northpoint's proprietary technology; (ii) they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by Northpoint to an assignee, or (iii) they comprise the Vendor's and Northpoint's tax and financial records, and economic evaluations;
- (z) **"Party"** means a party to this Agreement;
- (aa) **"Permitted Encumbrances"** means:
 - (i) all encumbrances, overriding royalties, net profits interests and other burdens identified in Schedule "A";
 - (ii) any Right of First Refusal or any similar restriction applicable to any of the Assets;
 - (iii) the terms and conditions of the Title Documents, including, without limitation, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;

- (iv) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Law to terminate any Title Document;
 - (v) easements, right of way, servitudes or other similar rights in land, including, without in any way limiting the generality of the foregoing, rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
 - (vi) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
 - (vii) agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than thirty-one (31) days' notice (without an early termination penalty or other cost);
 - (viii) any obligation of Northpoint or Vendor to hold any portion of its interest in and to any of the Assets in trust for Third Parties;
 - (ix) the right reserved to or vested in any municipality, Governmental Authority or other public authority to control or regulate any of the Assets in any manner, including any directives or notices received from any municipality, Governmental Authority or other public authority pertaining to the Assets;
 - (x) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Vendor's or Northpoint's share of the costs and expenses thereof which are not due or delinquent as of the date hereof;
 - (xi) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
 - (xii) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
 - (xiii) agreements respecting the operation of Wells by contract field operators;
 - (xiv) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and
 - (xv) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets.
- (bb) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (cc) **"Petroleum and Natural Gas Rights"** means Vendor's entire interest in and to all rights to and in respect of the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands), including, without limitation, any working interests, royalty interests, overriding royalty interests, gross overriding royalty interests, production payments, profits interests, net profits interests, revenue interests,

economic interests and other interests, fractional or undivided interests in any of the foregoing, and the interests set out and described in Schedule "A";

- (dd) **"Petroleum Substances"** means any of crude oil, crude bitumen and products derived therefrom, synthetic crude oil, petroleum, natural gas, natural gas liquids, and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including without limitation, sulphur;
- (ee) **"Pipeline"** means the Altares Pipeline located from c-14-H/94-B-8 to c-24-A/94-B-9 (previously known as d-25-A/94-B-9) OGC File #9619416;
- (ff) **"Prime Rate"** means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary of the Royal Bank of Canada as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate the "Prime Rate" shall correspondingly change effective on the date the change in such reference rate is effective;
- (gg) **"Representative"** means, with, respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;
- (hh) **"Rights of First Refusal"** means a preferential, pre-emptive or first purchase right that becomes operative by virtue of this Agreement or the Transaction;
- (ii) **"Sales Taxes"** means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind, and includes, but is not limited to, additions by way of penalties, interest and other amounts with respect thereto, but excludes GST;
- (jj) **"Seismic"** means all records, books, documents, licenses, reports and data and all sale, trading and reproduction rights associated with Vendor's entire right, title and interest in and to Seismic Data, including without limitation:
 - (i) all permanent records of basic field data including, but not limited to, any and all microfilm or paper copies of seismic driller's reports, monitor records, observer's reports and survey notes and any and all copies of magnetic field tapes or conversions thereof;
 - (ii) all permanent records of the processed field data including, but not limited to, any and all microfilm or paper copies of shot point maps, pre- and post-stacked digital record sections including amplitude, phase and structural displays, post-stack data manipulations including filters, migrations and wavelet enhancements, and any and all copies of final stacked tapes and any manipulations and conversions thereof;
 - (iii) in the case of 3D seismic, in addition to the foregoing, all permanent records or bin locations, bin fold, static corrections, surface elevations and any other relevant information; and
 - (iv) any and all interpretations of the foregoing;
- (kk) **"Seismic Data"** means the seismic line or lines or 3D seismic programs set out in Schedule "G";
- (ll) **"Specific Conveyances"** means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey,

assign and transfer the interest of Vendor in and to the Assets to Purchaser and to novate Purchaser in the place and stead of Vendor with respect to the Assets;

- (mm) **"Tangibles"** means Vendor's entire interest in and to the Facilities and any and all tangible depreciable property and assets, if any, which are located within, upon or in the vicinity of the Lands and which are used or are intended to be used to produce, process, gather, treat, measure, make marketable or inject the Leased Substances or any of them, and any real property (other than the Lands);
- (nn) **"Third Party"** means any individual or entity other than Receiver, Northpoint, Vendor and Purchaser, including without limitation any partnership, corporation, trust, unincorporated organization, union, government and any department and agency thereof and any heir, executor, administrator or other legal representative of an individual;
- (oo) **"this Agreement", "herein", "hereto", "hereof"** and similar expressions mean and refer to this Agreement;
- (pp) **"Title Documents"** means, collectively, any and all certificates of title, leases, reservations, permits, licences, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling agreements and any other documents and agreements granting, reserving or otherwise conferring rights to (i) explore for, drill for, produce, take, use or market Petroleum Substances, (ii) share in the production of Petroleum Substances, (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances which are produced, and (iv) rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances within, upon or under the Lands; including, without limitation, those, if any, set out and described in Schedule "A";
- (qq) **"Transaction"** means the transaction for the purchase and sale of the Assets as contemplated by this Agreement; and
- (rr) **"Wells"** means Vendor's entire interest in and to all producing, shut-in, suspended, abandoned, capped, injection and disposal wells (including the associated wellbores and casing), including, without limitation, the wells listed in Schedule "B".

1.2 Headings

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

1.3 Interpretation Not Affected by Headings

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

1.4 Included Words

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

1.5 Schedules

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

Schedule "A"	-	Lands and Petroleum and Natural Gas Rights
Schedule "B"	-	Wells and Facilities
Schedule "C"	-	Rights of First Refusal
Schedule "D"	-	General Conveyance
Schedule "E"	-	Form of Officer's Certificate
Schedule "F"	-	Form of Court Order
Schedule "G"	-	Seismic Data
Schedule "H"	-	Excluded Agreements

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

1.6 Damages

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

1.7 Derivatives

Where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

1.8 Interpretation if Closing Does Not Occur

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

1.9 Conflicts

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of a schedule or a Specific Conveyance, the provision of the body of this Agreement shall prevail. If any term or condition of this Agreement conflicts with a term or condition of a Title Document or any Applicable Law, the term or condition of such Title Document or the Applicable Law shall prevail, and this Agreement shall be deemed to be amended to the extent required to eliminate any such conflict.

1.10 Currency

All dollar (\$) amounts referenced in this Agreement are expressed in the lawful currency of Canada.

ARTICLE 2 PURCHASE AND SALE AND CLOSING

2.1 Purchase and Sale

Vendor, exercising the powers of sale granted pursuant to the Appointment Order, hereby agrees to sell, assign, transfer, convey and set over to Purchaser, and Purchaser hereby agrees to purchase from Vendor, all of the right, title, estate and interest of Vendor (whether absolute or contingent, legal or beneficial) in and to the Assets, subject to and in accordance with the terms of this Agreement.

2.2 Purchase Price

The aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be [REDACTED] (the "Purchase Price") plus applicable GST and/or Sales Taxes, plus or minus (as applicable) the net amount of the adjustments made pursuant to Article 7, satisfied by Purchaser as follows:

- (a) payment of the Deposit (as set forth and defined in section 2.9); and
- (b) cash in the amount of [REDACTED] payable to Vendor at Closing.

2.3 Allocation of Purchase Price

The Parties shall allocate the Purchase Price as follows:

Petroleum and Natural Gas Rights	[REDACTED]
Tangibles	[REDACTED]
Miscellaneous Interests	[REDACTED]
Total	[REDACTED]

2.4 Assumption of Abandonment and Reclamation Obligations

In determining the Purchase Price, the Parties have taken into account the Purchaser's assumption of responsibility for the payment of all costs for existing or future Abandonment and Reclamation Obligations associated with the Assets, as set forth in this Agreement, and the absolute release of Northpoint and Vendor of all and any responsibility or liability therefor.

2.5 Closing

Closing shall take place at the Closing Place on the Closing Date if there has been satisfaction or waiver of the conditions of Closing herein contained. Subject to all other provisions of this Agreement, possession, risk and beneficial ownership of Vendor's interest in and to the Assets shall pass from Vendor to Purchaser on the Closing Date.

- (a) On the Closing Date, Vendor shall deliver to Purchaser:
 - (i) the General Conveyance in the form attached as Schedule "D", duly executed by Vendor;
 - (ii) the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Vendor; and
 - (iii) a receipt for the Purchase Price as adjusted herein plus applicable GST and/or Sales Taxes;

- (iv) the tax elections as contemplated by this Agreement, duly executed by Vendor; and
 - (v) a certified copy of the Court Order.
- (b) On the Closing Date, Purchaser shall deliver to Vendor:
- (i) the Purchase Price, as adjusted herein plus applicable GST and/or Sales Taxes;
 - (ii) the tax elections as contemplated by this Agreement, duly executed by Purchaser;
 - (iii) the General Conveyance in the form attached as Schedule "D", duly executed by Purchaser; and
 - (iv) the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Purchaser.

2.6 Specific Conveyances

The Parties shall cooperate in the preparation of the Specific Conveyances. At a reasonable time prior to Closing, Vendor shall use reasonable efforts to prepare and provide for Purchaser's review all Specific Conveyances at Vendor's own cost and expense. The Parties shall execute such Specific Conveyances at Closing. None of the Specific Conveyances shall confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, Purchaser shall register and/or distribute (as applicable) all such Specific Conveyances and shall bear all costs incurred therewith and in preparing and registering any further assurances required to convey the Assets to Purchaser.

2.7 Title Documents and Miscellaneous Interests

As soon as practicable following Closing, Vendor shall deliver to Purchaser such original copies of the Title Documents and any other agreements and documents to which the Assets are subject and such original copies of contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests which are now in the possession or control of Vendor or of which Vendor gains possession of or control prior to Closing.

2.8 Form of Payment

All payments to be made pursuant to this Agreement shall be in Canadian funds. All payments to be made pursuant to this Agreement shall be made by certified cheque, bank draft or wire transfer.

2.9 Deposit

The Parties acknowledge that a deposit in the amount of [REDACTED] representing ten percent (10%) of the Purchase Price, has been provided by Purchaser to Escrow Agent concurrent with the execution of this Agreement, to be held in trust in an interest-bearing trust account and released only in accordance with the provisions of this section 2.9 and the provisions of the Escrow Agreement (the **Deposit**), which shall include any interest thereon.

The Deposit shall be held in trust by Escrow Agent until one of the following events occur:

- (a) if Closing occurs, the Deposit shall be paid to Vendor at Closing for its own account absolutely and be applied as partial payment of the Purchase Price;

- (b) if Closing does not occur due to a breach of this Agreement by Purchaser or by failure of Purchaser to fulfill the conditions set forth in section 3.4, the Deposit shall be forfeited to Vendor for the account of Vendor absolutely; and
- (c) if Closing does not occur due to any reason other than as addressed by section 2.9(b), the Deposit shall be paid to Purchaser for the account of Purchaser absolutely.

2.10 Damages

The Parties agree that the amount of the Deposit constitutes their genuine estimate of all damages that will be suffered by Vendor as a result of Closing not occurring and that Vendor's retention thereof shall constitute liquidated damages to, and be the sole remedy of, Vendor as a result of Closing not occurring.

2.11 Taxes

(a) Joint Election

The Parties agree to make a joint successor election under section 66.7 of the *Income Tax Act* (Canada) in respect of all of the cumulative resource tax accounts of Northpoint to the extent permitted thereunder. Purchaser, acting reasonably, shall prepare, and each Party agrees to execute and file, such elections in the form and within the time periods prescribed or specified under such Act so as to transfer such cumulative resources tax pools from Northpoint to Purchaser to the maximum extent permitted under such Act.

(b) GST

Each of Purchaser and Vendor is a registrant for GST purposes and will continue to be a registrant at the Closing Date in accordance with the provisions of the GST Legislation. Their respective GST registration numbers are:

Vendor 84588 9336 RT0002

Purchaser 85215 4012 RT0001

The Parties agree to make an election under subsection 167(1) of the GST Legislation in respect of the GST payable as a result of the transaction contemplated herein. Purchaser, acting reasonably, shall prepare, and each Party agrees to execute and file, such elections in the form and within the time periods prescribed or specified under Applicable Law. Purchaser shall be responsible for the payment of any amount of GST payable in respect of its purchase of the Assets pursuant hereto and any interest and penalties payable in respect of such additional GST and shall indemnify and save harmless Vendor in respect thereof.

(c) Sales Taxes Generally

The Parties acknowledge that the Purchase Price is exclusive of all Sales Taxes. Purchaser shall be solely responsible for all Sales Taxes which may be imposed by any Governmental Authority and which pertain to Purchaser's acquisition of the Assets or to the registration of any Specific Conveyances necessitated hereby. Except where Vendor is required under Applicable Law to collect or pay such Sales Taxes, Purchaser shall pay such Sales Taxes directly to the appropriate Governmental Authority or other entity within the required time period and shall file all necessary documentation with respect to such Sales Taxes when due. Vendor will do and cause to be done such things as are reasonably requested to enable Purchaser to comply with such obligation in a timely manner. If Vendor is required under Applicable Law to pay any such Sales Taxes, Purchaser shall promptly reimburse Vendor the full amount of such Sales Taxes upon

delivery to Purchaser of copies of receipts showing payment of such Sales Taxes. Purchaser shall be responsible for the payment of any amount of Sales Taxes payable in respect of its purchase of the Assets pursuant hereto and any interest and penalties payable in respect thereto and shall indemnify and save harmless Vendor in respect thereof.

(d) Additional Elections

The Parties agree to make such other elections (including, without limitation, with respect to GST or Sales Tax) as prudent and available to minimize taxes payable as a result of the transaction contemplated herein. Purchaser, acting reasonably, shall prepare, and each Party agrees to execute and file, such elections in the form and within the time periods prescribed or specified under Applicable Law.

**ARTICLE 3
CONDITIONS OF CLOSING**

3.1 Required Consents

Both before and after Closing, each of the Parties shall use all reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit the Transaction. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. Subject to Section 8.5(c), it shall be the sole obligation of Purchaser, at Purchaser's sole cost and expense, to provide any and all financial assurances required by Governmental Authorities to permit the transfer to Purchaser, and registration of Purchaser as owner and/or operator, of any of the Assets including, but not limited to, the Facilities and the Wells.

3.2 Mutual Conditions

The obligation of Purchaser to purchase Vendor's interest in and to the Assets, and of Vendor to sell its interest in and to the Assets to Purchaser, is subject to the following conditions precedent:

- (a) Vendor obtaining the Court Order; and
- (b) there shall not have been instituted any legal proceedings to obtain, and no court or Governmental Authority of competent jurisdiction shall have issued, promulgated, enforced or entered any judgment, decree, injunction or other order, whether temporary, preliminary or permanent, that restrains, enjoins or otherwise prohibits consummation of the Transaction.

Unless otherwise agreed to by the Parties, if the conditions contained in this section 3.2 have not been performed or satisfied on or before Closing Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement shall automatically terminate without any further action on the part of either Vendor or Purchaser.

3.3 Purchaser's Conditions

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

- (a) on or before Closing, Vendor shall have bought out the following compressor packages and related equipment currently leased by Northpoint from Roynat Lease Finance, a division of Roynat Inc.:

- (i) 2008 K450 Gemini ES602-2 Natural Gas Two Stage Compressor package, serial number 300020426;
 - (ii) 2008 K400 Gemini ES602-2 Natural Gas Two Stage Compressor package, serial number 300020424; and
 - (iii) Related Caterpillar diesel drivers (2), Air-X-Hemphill coolers (2) and Allen Bradley Compact Logix control panels (2).
- (b) from the Effective Date until the Closing Date, in Purchaser's reasonable opinion, the Assets shall have suffered no material, adverse damage or change;
 - (c) the representations and warranties of Vendor herein contained shall be true and correct in all material respects when made and as of the Closing Date; and
 - (d) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Purchaser, at or before the Closing Date, Purchaser may terminate this Agreement by written notice to Vendor. If Purchaser terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in sections 2.9 and 11.13.

3.4 Vendor's Conditions

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

- (a) the representations and warranties of Purchaser herein contained shall be true and correct in all material respects when made and as of the Closing Date;
- (b) all obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects; and
- (c) all amounts to be paid by Purchaser to Vendor at Closing, including, without limitation, the Purchase Price, shall have been paid to Vendor in the form stipulated in this Agreement.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may terminate this Agreement by written notice to Purchaser. If Vendor terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in sections 2.9 and 11.13.

3.5 Efforts to Fulfil Conditions Precedent

Purchaser and Vendor shall proceed diligently and in good faith and use all reasonable efforts to satisfy and comply with and assist in the satisfaction and compliance with the foregoing conditions precedent.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Vendor and Receiver

Vendor makes only the following representations to Purchaser, no claim in respect of which shall be made or be enforceable by Purchaser unless written notice of such claim, with reasonable particulars, is given by Purchaser to Vendor within a period of six (6) months following the Closing Date:

- (a) Receiver has been appointed by the Court as receiver and manager of Northpoint and such appointment is valid and subsisting;
- (b) subject to obtaining the Court Order, Vendor has the right to enter into this Agreement and to complete the Transaction; and
- (c) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Vendor enforceable against Vendor in accordance with their terms.

4.2 Representations and Warranties of Purchaser

Purchaser makes the following representations and warranties to Vendor, no claim in respect of which shall be made or be enforceable by Vendor unless written notice of such claim, with reasonable particulars, is given by Vendor to Purchaser within a period of six (6) months following the Closing Date:

- (a) Purchaser is a corporation duly organized, validly existing and is authorized to carry on business in the provinces in which the Lands are located;
- (b) Purchaser has good right, full power and absolute authority to purchase and acquire the interest of Vendor in and to the Assets according to the true intent and meaning of this Agreement;
- (c) except for obtaining the Court Order, the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders', directors' or equivalent actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, bylaw or other governing document to which Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any judgement, decree, order, statute, regulation, rule or license applicable to Purchaser;
- (e) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;
- (f) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirement therefor previously obtained and currently in force or to be obtained prior to or after Closing;
- (g) Purchaser has adequate funds available in an aggregate amount sufficient to pay: (i) all amounts required to be paid by Purchaser under this Agreement; and (ii) all expenses

which have been or will be incurred by Purchaser in connection with this Agreement and the Transaction;

- (h) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability;
- (i) Purchaser is not a non-resident of Canada within the *Income Tax Act* (Canada); and
- (j) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act* (Canada).

4.3 Limitation of Representations by Vendor

- (a) Subject to section 4.1, Vendor expressly negates any representations or warranties, whether written or verbal, made by Vendor or its Representatives and in particular, without limiting the generality of the foregoing, Vendor disclaims all liability and responsibility for any such representation, warranty, statement or information made or communicated, whether verbal or in writing, to Purchaser or any of its Representatives. Vendor's interest in and to the Assets shall be purchased on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by Vendor, express or implied, arising at law, by statute, in equity or otherwise, with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to:
 - (i) any engineering, geological or other interpretation or economic evaluations respecting the Assets;
 - (ii) the quality, quantity or recoverability of Petroleum Substances within or under the Lands or any lands pooled or unitized therewith;
 - (iii) any estimates of the value of the Assets or the revenues or cash flows from future production from the Lands;
 - (iv) the rates of production of Petroleum Substances from the Lands;
 - (v) the quality, condition, fitness or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles);
 - (vi) the accuracy or completeness of the Data Room Information or any other data or information supplied by the Vendor or any of its Representatives in connection with the Assets;
 - (vii) the suitability of the Assets for any purpose;
 - (viii) compliance with Applicable Laws; or
 - (ix) the title and interest of Vendor in and to the Assets.
- (b) Without restricting the generality of the foregoing, Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of Vendor's interests in the Assets and the state and condition thereof and that it is satisfied with, and

has relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets.

- (c) Except with respect to the representations and warranties in section 4.1 or in the event of fraud, Purchaser forever releases and discharges Vendor and its Representatives from any claims and all liability to Purchaser or Purchaser's assigns and successors, as a result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Purchaser by Vendor or its Representatives prior to or pursuant to this Agreement, including, without limitation, any evaluations, projections, reports and interpretive or non-factual materials prepared by or for Vendor, or otherwise in Vendor's possession.

ARTICLE 5 INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES

5.1 Vendor's Indemnities for Representations and Warranties

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

5.2 Purchaser's Indemnities for Representations and Warranties

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

5.3 Survival of Representations and Warranties

Each Party acknowledges that the other may rely on the representations and warranties made by such Party pursuant to section 4.1 or 4.2, as the case may be. The representations and warranties in sections 4.1 and 4.2 shall be true as of the date hereof and on the Closing Date, and such representations and warranties shall continue in full force and effect and shall survive the Closing Date for a period of six (6) months, for the benefit of the Party to which such representations and warranties were made. In the absence of fraud, however, no claim or action shall be commenced with respect to a breach of any such representation and warranty, unless, within such period, written notice specifying such breach in reasonable detail has been provided to the Party which made such representation or warranty.

ARTICLE 6 INDEMNITIES

6.1 Post-Closing Date Indemnity

Provided that Closing has occurred, Purchaser shall:

- (a) be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and
- (b) indemnify, release and save harmless Vendor and its Representatives from any and all Losses, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or which it may sustain, pay or incur,

as a result of any matter or thing resulting from, attributable to or connected with the Assets and arising or accruing after the Closing Date.

6.2 Environmental Matters and Abandonment and Reclamation Obligations

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

- (a) be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and
- (b) indemnify, release and save harmless Vendor from any and all Losses, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or which it may sustain, pay or incur,

as a result of any matter or thing arising out of, resulting from, attributable to or connected with any Environmental Liabilities or any Abandonment and Reclamation Obligations. Once Closing has occurred, Purchaser shall be solely responsible for all Environmental Liabilities and all Abandonment and Reclamation Obligations as between Vendor and Purchaser (including, without limitation, whether occurring or accruing prior to, on or after the Closing Date), and hereby releases Vendor from any claims Purchaser may have against Vendor with respect to all such liabilities and responsibilities. Without restricting the generality of the foregoing, Purchaser shall be responsible for all Environmental Liabilities and Abandonment and Reclamation Obligations (including, without limitation, whether occurring or accruing prior to, on or after the Closing Date) in respect of all Wells and Facilities.

6.3 Third Party Claims

The following procedures shall be applicable to any claim by a Party (the "Indemnitee") for indemnification pursuant to this Agreement from another Party (the "Indemnitor") in respect of any Losses in relation to a Third Party (a "Third Party Claim"):

- (a) upon the Third Party Claim being made against or commenced against the Indemnitee, the Indemnitee shall, within ten (10) Business Days of notice thereof, provide written notice thereof to the Indemnitor. The notice shall describe the Third Party Claim in reasonable detail and indicate the estimated amount, if practicable, of the indemnifiable Losses that have been or may be sustained by the Indemnitee in respect thereof. If the Indemnitee does not provide notice to the Indemnitor within such ten (10) Business Day period, then such failure shall only lessen or limit the Indemnitee's rights to indemnity hereunder to the extent that the defence of the Third Party Claim was prejudiced by such lack of timely notice;
- (b) if the Indemnitor acknowledges to the Indemnitee in writing that the Indemnitor is responsible to indemnify the Indemnitee in respect of the Third Party Claim pursuant hereto, the Indemnitor shall have the right to do either or both of the following:
 - (i) assume carriage of the defence of the Third Party Claim using legal counsel of its choice and at its sole cost; and/or
 - (ii) settle the Third Party Claim, provided the Indemnitor pays the full monetary amount of the settlement and the settlement does not impose any restrictions or obligations on the Indemnitee;

- (c) each Party shall co-operate with the other Party in the defence of the Third Party Claim, including making available to the other Party and its Representatives whose assistance, testimony or presence is of material assistance in evaluating and defending the Third Party Claim;
- (d) the Indemnitee shall not enter into any settlement, consent order or other compromise with respect to the Third Party Claim without the prior written consent of the Indemnitor (which consent shall not be unreasonably withheld or delayed), unless the Indemnitee waives its rights to indemnification in respect of the Third Party Claim;
- (e) upon payment of the Third Party Claim, the Indemnitor shall be subrogated to all claims the Indemnitee may have relating thereto. The Indemnitee shall give such further assurances and co-operate with the Indemnitor to permit the Indemnitor to pursue such subrogated claims as reasonably requested by it; and
- (f) if the Indemnitor has paid an amount pursuant to the indemnification obligations herein and the Indemnitee shall subsequently be reimbursed from any source in respect of the Third Party Claim from any Third Party, the Indemnitee shall promptly pay the amount of the reimbursement (including interest actually received) to the Indemnitor, net of taxes required to be paid by the Indemnitee as a result of any such receipt.

ARTICLE 7 ADJUSTMENTS

7.1 Costs and Revenues to be Apportioned

- (a) Subject to paragraph 7.1(b) below and except as otherwise provided in this Agreement, all costs and expenses relating to the Assets (including, without limitation, maintenance, development, capital and operating costs) and all revenues relating to the Assets (including, without limitation, proceeds from the sale of production and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties) shall be apportioned as of the Effective Date between Vendor and Purchaser on an accrual basis in accordance with generally accepted accounting principles, provided that:
 - (i) advances made by Vendor in respect of the costs of operations on Lands or lands pooled or unitized therewith or facilities interests included in the Assets which have not been applied to the payment of costs prior to the Closing Date and stand to the credit of Northpoint or Vendor will be transferred to Purchaser and an adjustment will be made in favour of Vendor equal to the amount of the advance transferred;
 - (ii) deposits made by Northpoint or Vendor relative to operations on the Lands shall be returned to Vendor;
 - (iii) costs and expenses of work done, services provided and goods supplied shall be deemed to accrue for the purposes of this Article when the work is done or the goods or services are provided, regardless of when such costs and expenses become payable;
 - (iv) no adjustments shall be made in respect of Northpoint's or Vendor's income taxes;
 - (v) revenues from the sale of Petroleum Substances will be deemed to accrue when the Petroleum Substances are produced;
 - (vi) all rentals and similar payments in respect of the Leased Substances or surface rights comprised in the Assets and all taxes (other than income taxes), levies,

fees and assessments levied with respect to the Assets or operations in respect thereof (including, without limitation, British Columbia Oil & Gas Commission levies, orphan site reclamation fees, motor fuel taxes and carbon taxes) shall be apportioned between Vendor and Purchaser on a per diem basis as of the Closing Date; and

- (vii) any and all unpaid rentals and royalties which accrue to the Assets and are not a corporate debt (including without limitation, unpaid surface lease rentals, mineral lease rentals, Crown royalties and municipal taxes for surface sites) which are identified by Purchaser prior to the preparation of the interim accounting statement shall be credited to Purchaser.
- (b) Vendor and its Representatives shall not be liable to make any adjustment in favour of, or make any payment to, Purchaser pursuant hereto in respect of any liability which relates to the period which arose prior to the Date of Appointment and which will not constitute a liability to Purchaser.
- (c) Petroleum Substances which were produced, but not sold, as of the Closing Date shall be retained by Vendor and Vendor shall be responsible for all royalties or other encumbrances thereon and all processing, treating and transportation expenses pertaining thereto. Petroleum Substances will be deemed to be sold on a first in, first out basis.

7.2 Adjustments to Account

- (a) An interim accounting of the adjustments pursuant to section 7.1 shall be made at Closing, based on Vendor's and Purchaser's good faith estimate of the costs and expenses paid by Vendor prior to Closing and the revenues received by Vendor prior to Closing. Vendor and Purchaser shall cooperate in preparing such interim accounting and Vendor shall provide a statement setting forth the adjustments to be made at Closing not later than three (3) Business Days prior to Closing and shall assist Purchaser in verifying the amounts set forth in such statement. A final accounting of the adjustments pursuant to section 7.1 shall be conducted within thirty (30) days following the Closing Date (the "**Final Statement of Adjustments**"), and no further or other adjustments whatsoever will be made thereafter. All adjustments after Closing shall be settled by payment by the Party required to make payment to the other Party hereunder within fifteen (15) Business Days of being notified of the determination of the amount owing.
- (b) All adjustments provided for in this Article shall be adjustments to the Purchase Price. An adjustment payable by a Party after Closing pursuant to this section 7.2 which is not paid within fifteen (15) Business Days of a written request for payment from the other Party, shall bear interest at the Prime Rate plus three percent (3%) per annum payable by the paying Party to the other Party from the end of such fifteen (15) Business Day period until the adjustment is paid.

ARTICLE 8 MAINTENANCE OF ASSETS

8.1 Maintenance of Assets

From the date hereof until the Closing Date, Vendor shall, to the extent that the nature of its interest permits, and subject to the Title Documents and any other agreements and documents to which the Assets are subject:

- (a) maintain the Assets in a proper and prudent manner in material compliance with all Applicable Laws and directions of Governmental Authorities; and
- (b) pay or cause to be paid all costs and expenses relating to the Assets which become due from the date hereof to the Closing Date.

8.2 Consent of Purchaser

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

- (a) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Assets of which Vendor's share is in excess of \$25,000.00, except in case of an emergency or in respect of amounts which Vendor may be committed to expend or be deemed to authorize for expenditure without its consent; provided, however, that should Purchaser withhold its consent or fail to provide its consent in a timely manner and a reduction in the value of the Assets results, there shall be no abatement or reduction in the Purchase Price;
- (b) surrender or abandon any of the Assets, unless an expenditure of money is required to avoid the surrender or abandonment and Purchaser does not provide same in a timely fashion, in which event the Assets in question shall be surrendered or abandoned without abatement or reduction in the Purchase Price;
- (c) amend or terminate any Title Document or enter into any new agreement or commitment relating to the Assets; or
- (d) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof excepting sales of the Leased Substances in the normal course of business.

8.3 Proposed Actions

If an operation or the exercise of any right or option respecting the Assets is proposed in circumstances in which such operation or the exercise of such right or option would result in Purchaser incurring an obligation pursuant to section 8.2, the following shall apply to such operation or the exercise of such right or option (hereinafter referred to as the "**Proposal**"):

- (a) Vendor shall promptly give Purchaser notice of the Proposal, describing the particulars in reasonable detail;
- (b) Purchaser shall, not later than twenty four (24) hours prior to the time Vendor is required to make its election with respect to the Proposal, advise Vendor, by notice, whether Purchaser wishes Vendor to exercise Vendor's rights with respect to the Proposal on Purchaser's behalf, provided that Purchaser's failure to make such election within such period shall be deemed to be Purchaser's election to participate in the Proposal;

- (c) Vendor shall make the election authorized (or deemed to be authorized) by Purchaser with respect to the Proposal within the period during which Vendor may respond to the Proposal; and
- (d) Purchaser's election (including, its deemed election) to not participate in any Proposal required to preserve the existence of any of the Assets shall not entitle Purchaser to any reduction of the Purchase Price if Vendor's interest therein is terminated as a result of such election, and such termination shall not constitute a failure of Vendor's representations and warranties pertaining to such Assets, notwithstanding section 5.3.

8.4 Post-Closing Transition

Following Closing and to the extent to which Purchaser must be novated into operating agreements and other agreements or documents to which the Assets are subject, until the novation has been effected:

- (a) Vendor shall not initiate any operation with respect to the Assets, except upon receiving Purchaser's written instructions, or if Vendor reasonably determines that such operation is required for the protection of life or property, in which case Vendor may take such actions as it reasonably determines are required, without Purchaser's written instructions, and shall promptly notify Purchaser of such intention or actions and of Vendor's estimate of the costs and expenses therewith associated;
- (b) Vendor shall forthwith deliver to Purchaser all revenues, proceeds and other benefits received by Vendor with respect to the Assets, provided that Vendor shall not be permitted to deduct from such revenues, proceeds and other benefits, any other costs and expenses which it incurs as a result of such delivery to Purchaser;
- (c) Vendor shall, in a timely manner, deliver to Purchaser all Third Party notices and communications, including authorizations for expenditures and mail ballots and all notices and communications received in respect of the Assets or events and occurrences affecting the Assets, and Vendor shall respond to such notices pursuant to Purchaser's written instructions, if received on a timely basis, provided that Vendor may refuse to follow any instructions which it reasonably believes to be unlawful, unethical or in conflict with any applicable agreement or contract, and provided that nothing shall preclude Vendor from taking such actions as Vendor reasonably determines are necessary for the protection of life or property, or as are required by all Applicable Laws, rules, regulations, orders and directions of Governmental Authorities and other competent authorities; and
- (d) Vendor shall, in a timely manner, deliver to Third Parties all such notices and communications which Purchaser may reasonably request and all such monies and other items as Purchaser may reasonably provide in respect of the Assets, provided that Vendor may (but shall not be obligated to) refuse to follow instructions which it reasonably believes to be unlawful, unethical or in conflict with any applicable agreement or contract.

8.5 Licence Transfers

- (a) To the extent applicable, within two (2) Business Days following Closing, Vendor shall prepare and, where applicable, Vendor shall submit, an application to the applicable Governmental Authorities for Licence Transfers and Purchaser shall, where applicable, sign such application.
- (b) If a Governmental Authority denies a Licence Transfer because of misdescription or other minor deficiencies in the application, Vendor shall, within two (2) Business Days of such denial, correct the application and amend and Vendor shall re-submit the application for the Licence Transfer and Purchaser shall, where applicable sign such application.

- (c) If, for any reason, a Governmental Authority requires a Party or its nominee to make a deposit or furnish any other form of security to approve a Licence Transfer, such Party shall promptly make such deposit or furnish such other form of security as is required.

8.6 Vendor Deemed Purchaser's Agent

- (a) Insofar as Vendor maintains the Assets and takes actions in relation thereto on Purchaser's behalf pursuant to this Article 8, Vendor shall be deemed to have been Purchaser's agent hereunder. Purchaser ratifies all actions taken by Vendor or refrained from being taken by Vendor pursuant to this Article 8 in such capacity during such period, with the intention that all such actions shall be deemed to be Purchaser's actions.
- (b) Insofar as Vendor participates in either operations or the exercise of rights or options as Purchaser's agent pursuant to this Article 8, Vendor may require Purchaser to secure costs to be incurred by Vendor on Purchaser's behalf pursuant to such election in such manner as may be reasonably appropriate in the circumstances.
- (c) Purchaser shall indemnify Vendor and its Representatives against all Losses which Vendor or its Representatives may suffer or incur as a result of Vendor maintaining the Assets as Purchaser's agent pursuant to this Article 8, insofar as such Losses are not a direct result of the gross negligence or wilful misconduct of Vendor or its Representatives. An action or omission of Vendor or of its Representatives shall not be regarded as gross negligence or wilful misconduct to the extent to which it was done or omitted from being done in accordance with Purchaser's instructions (including any election deemed pursuant to section 8.3(b)) or concurrence.

8.7 Transfer of Operatorship

Insofar as Vendor operates any of the Assets, Purchaser acknowledges that Vendor may not be able to transfer operatorship of some or all of such Assets to Purchaser at or after Closing. Vendor covenants with Purchaser that Vendor shall reasonably cooperate with Purchaser to obtain appropriate consents and approvals for the assignment and transfer to Purchaser of operatorship of those of the Assets of which Vendor is currently the operator.

ARTICLE 9 RIGHTS OF FIRST REFUSAL

9.1 Rights of First Refusal

- (a) Within three (3) Business Days from the date hereof, Purchaser, acting reasonably and in good faith, shall provide Vendor with its allocated values for the Assets which are subject to Rights of First Refusal as identified in Schedule "C". Promptly after such allocations are provided to Vendor, Vendor shall send notices to the Persons (including Purchaser, if applicable) holding such Rights of First Refusal in accordance with the terms of the Title Documents creating them, using such values provided by Purchaser. Purchaser shall be liable for and indemnify and save Vendor harmless from and against all Losses which Vendor may suffer, sustain, pay or incur as a result of utilizing any value allocations supplied by Purchaser.
- (b) If any Third Party elects to exercise any Rights of First Refusal, the portion of the Assets subject to such Rights of First Refusal (the "**Affected Asset**") shall not be sold pursuant hereto, and the definitions of "Assets", "Lands", "Leases", "Miscellaneous Interests", "Petroleum and Natural Gas Rights", "Facilities", "Tangibles" and "Wells" shall not include the Affected Asset. The Purchase Price and any applicable GST and/or Sales Taxes shall be reduced accordingly.

**ARTICLE 10
PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS**

10.1 Vendor to Provide Access

Prior to Closing, Vendor shall, subject to all contractual and fiduciary obligations, at the Calgary offices of Vendor during normal business hours, provide reasonable access for Purchaser and its Representatives to Vendor's records, books, accounts, documents, files, reports, information, materials, filings, and data, to the extent they relate directly to the Assets, as well as physical access to the Assets (insofar as Vendor can reasonably provide such access) for the purpose of Purchaser's review of the Assets and title thereto.

10.2 Access to Information

After Closing and subject to contractual restrictions in favour of Third Parties relative to disclosure, Purchaser shall, on request from Vendor, provide reasonable access to Vendor at Purchaser's offices, during its normal business hours, to the agreements and documents to which the Assets are subject and the contracts, agreements, records, books, documents, licenses, reports and data included in the Miscellaneous Interests and the Title Documents which are then in the possession or control of Purchaser and to make copies thereof, at Vendor's sole cost, as Vendor may reasonably require, including, but not limited to, for purposes relating to:

- (a) Northpoint's or Vendor's ownership of the Assets (including taxation matters and liabilities and claims that arise from or relate to acts, omissions, events, circumstances or operations on or before the Closing Date);
- (b) enforcing its rights under this Agreement;
- (c) compliance with Applicable Law; or
- (d) any claim commenced or threatened by any Third Party against Northpoint or Vendor.

10.3 Maintenance of Information

All of the information, materials and other records delivered to Purchaser pursuant to the terms hereof shall be maintained in good order and good condition and kept in a reasonably accessible location by Purchaser for a period of two (2) years from the Closing Date.

**ARTICLE 11
GENERAL**

11.1 Further Assurances

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

11.2 No Merger

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

11.3 Receiver

Purchaser acknowledges that Receiver is acting solely in its capacity as the Court-appointed receiver and manager of Northpoint, and not in its personal or corporate capacity. Under no circumstances shall Receiver or any of its Representatives have any liability pursuant to this Agreement, or in relation to the Transaction, in its or their personal or corporate capacity, whether such liability be in contract, tort or otherwise.

11.4 Entire Agreement

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. This Agreement supersedes all other agreements (other than the Confidentiality Agreement dated June 24, 2016 between Vendor and Purchaser) documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

11.5 Governing Law

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

11.6 Signs and Notifications

Within sixty (60) days following Closing, Purchaser shall remove any signage which indicates Northpoint's ownership or operation of the Assets. It shall be the responsibility of Purchaser to erect or install any signage required by applicable Governmental Authorities indicating Purchaser to be the owner or operator of the Assets.

11.7 Assignment and Enurement

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

11.8 Time of Essence

Time shall be of the essence in this Agreement.

11.9 Notices

The addresses and fax numbers of the Parties for delivery of notices hereunder shall be as follows:

Vendor - **Ernst & Young Inc.**
2200 215 2nd Street SW
Calgary, AB
T2P 1M4

Attention: Neil Narfason
Senior Vice President
Fax: 403-206-5075

Purchaser - **Canbriam Energy Inc.**
2100 215 2nd Street SW
Calgary, AB
T2P 1M4

Attention: Donna Phillips
Executive Vice President Corporate Development
Fax: 403-269-7637

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

- (a) by delivery to a Party between 8:00 a.m. and 4:00 p.m. on a Business Day at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party when it is delivered;
- (b) by facsimile to a Party to the facsimile number of such Party for notices, in which case, if the notice was faxed prior to 4:00 p.m. on a Business Day, the notice shall be deemed to have been received by that Party when it was faxed and if it is faxed on a day which is not a Business Day or is faxed after 4:00 p.m. on a Business Day, it shall be deemed to have been received on the next following Business Day; or
- (c) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by first class registered postage prepaid mail to a Party at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party on the fourth (4th) Business Day following the date of mailing.

A Party may from time to time change its address for service, facsimile number for service or designated representative by giving written notice of such change to the other Party.

11.10 Invalidity of Provisions

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

11.11 Waiver

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

11.12 Amendment

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

11.13 Confidentiality and Public Announcements

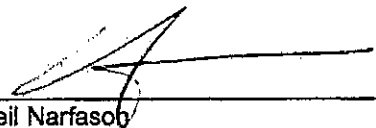
Until Closing has occurred, each Party shall keep confidential all information obtained from the other Party in connection with the Assets and shall not release any information concerning this Agreement and the Transaction without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information (i) to any Governmental Authority or regulatory authority or to the public if required by Applicable Law; or (ii) in connection with obtaining the Court Order; or (iii) as required to Northpoint's secured creditors.

11.14 Counterpart Execution

This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

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

ERNST & YOUNG INC., solely in its capacity as
the receiver and manager of **NORTHPOINT
RESOURCES LTD.**, and not in its personal or
corporate capacity

Per: 
Name: Neil Narfasoo
Title: Senior Vice President

CANBRIAM ENERGY INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

11.12 Amendment

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

11.13 Confidentiality and Public Announcements

Until Closing has occurred, each Party shall keep confidential all information obtained from the other Party in connection with the Assets and shall not release any information concerning this Agreement and the Transaction without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information (i) to any Governmental Authority or regulatory authority or to the public if required by Applicable Law; or (ii) in connection with obtaining the Court Order; or (iii) as required to Northpoint's secured creditors.

11.14 Counterpart Execution

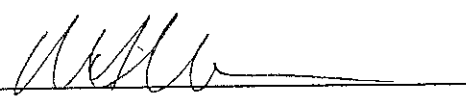
This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

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

ERNST & YOUNG INC., solely in its capacity as
the receiver and manager of **NORTHPOINT
RESOURCES LTD.**, and not in its personal or
corporate capacity

Per: _____
Name: Neil Narfason
Title: Senior Vice President

CANBRIAM ENERGY INC.

Per: 
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

Donna Phillips
Executive Vice President
Corporate Development

THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 19th DAY OF SEPTEMBER, 2016 BETWEEN ERNST & YOUNG INC., solely in its capacity as receiver and manager of NORTHPOINT RESOURCES LTD., and not in its personal or corporate capacity, and CANBRIAM ENERGY INC.

Lands and Petroleum and Natural Gas Rights

The following 88 pages comprise Schedule "A".

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

[illegible]

GENERAL REMARKS - Mar 28, 2006
DEVON CONVERTS 20% WI TO NON CONV SS ORR

Report Date: Aug 11, 2016
Page Number: 2

NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0019 A NORTHPOINT AND GREAT PLAINS SPLIT DEVONIS 20% WI 70% TO NP AND 30% TO GP

Remarks

Type GENERAL
Date
Description
DRILLING LICENCE 56010 AND DRILLING LICENCE 61108 WAS GROUPED ON APRIL 6, 2009 AND A LEASE SELECTION APPLICATION WAS SENT TO CROWN. CROWN GRANTED GROUPING AND LEASE SELECTION. THEREFORE THIS IS THE NEW LEASE NO. FOR DL 56010 AND THE NEW LEASE NO. FOR DL 61108 IS LSE 61897

NM-0019	PNG	CR	Eff: Apr 14, 2009	862.000	NC-0067 A	WI	Area : ALTARES
Sub: B	61896		Exp: Apr 13, 2019	862.000	NORTHPOINT RES		NTS 094-B-08 BLK A UNITS 34,
ACTIVE	CANBRIAM			0.000	CANBRIAM		35, 44, 45, 54, 55, 64, 65
100.00000000	CANBRIAM		Count Acreage = No				NTS 094-B-08 BLK A UNITS 74,
			Total Rental: 0.00				75, 84, 85
Status		Hectares	Net	Hectares	Net	Related Contracts	
NON PRODUCING Prod:		0.000	0.000	NPProd:	862.000	0.000	PNG IN MONTNEY, NORDEGG AND DOIG
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales	Related Contracts	
CROWN SLIDING SCALE ROYALTYALL PRODUCTS		Y	N	100.000000000	% of PROD	NC-0025 BB	ROYALTY Feb 01, 2005 (I)
Roy Percent:		Min Pay:	Div:	Min:	Prod/Sales:	NC-0060 EE	FO May 06, 2008
Gas: Royalty:		Max:				NC-0060 FF	FO May 06, 2008
S/S OIL: Min:						NC-0062 A	EARNING Aug 04, 2009
Other Percent:						NC-0067 A	TRUST Aug 04, 2009

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0019	B	Paid to: LESSOR (M)	BC MINISTRY	100.000000000	Paid by: WI (C)	NORTHPOINT RES CANBRIAM	100.000000000
Royalty Type							
GROSS OVERRIDING ROYALTY							
Roy Percent:							
Gas: Royalty: 15.000000000							
S/S OIL: Min: 5.000000000							
Other Percent:							
Product Type							
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Product Type							
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Report Date: Aug 11, 2016
Page Number: 4

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

Lease Description / Rights Held

(cont'd)

NM-0066

Sub: A NORTHPOINT RES
100.00000000. CANBRIAM

Total Rental: 2160.00

PNG TB MONTENY EXCL BASAL LAG,
EXCL. PNG IN MONTNEY, NORDEGG
AND DOIG

Status	Hectares	Net	Hectares	Net
NON PRODUCING Prod:	0.000	0.000	288.000	288.000

Related Contracts

NC-0050 B	A&D	Jul 07, 2006
NC-0060 G	FO	May 06, 2008
NC-0062 D	EARNING	Aug 04, 2009
NC-0067 A	TRUST	Aug 04, 2009

Royalty / Encumbrances

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

Roy Percent:

Gas: Royalty:

S/S OIL: Min:

Other Percent:

Min Pay:

Div:

Min:

Prod/Sales:

Prod/Sales:

Prod/Sales:

Paid to: LESSOR (M)
BC MINISTRY

100.0000000000

Paid by: WI
NORTHPOINT RES

(M)
100.0000000000

NM-0066 PNG CR Eff: Nov 10, 2005
Sub: B 57403 Exp: Nov 10, 2015
ACTIVE CANBRIAM Ext: 58(3) A

288.000 NC-0067 A
288.000 NORTHPOINT RES
0.000 CANBRIAM

Area : ALTARES
NTS 94-B-8 BLK A UNITS 14, 15,
24, 25
PNG IN MONTNEY, NORDEGG AND DOIG

Count Acreage = No Total Rental: 0.00

Hectares	Net	Hectares	Net
0.000	0.000	288.000	0.000

Related Contracts

NC-0060 GG	FO	May 06, 2008
NC-0062 D	EARNING	Aug 04, 2009
NC-0067 A	TRUST	Aug 04, 2009

Page Number: 5

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

B		Royalty / Encumbrances		
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ROYALTYALL PRODUCTS	Y	N	100.00000000 % of PROD
Roy Percent:				
Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to:	LESSOR (M)	Paid by:	WI (C)	
BC MINISTRY	100.00000000	NORTHPOINT RES	CANBRIAM	100.00000000

[illegible]

Report Date: Aug 11, 2016
Page Number: 6

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)
NM-0068 A Gas: Royalty: Min Pay: Prod/Sales: Well U.W.I. Status/Type -----
S/S OIL: Min: Div: Prod/Sales: 200/B-039-H/094-B-08/00LIC/UNDRILLED
Other Percent: Min: Prod/Sales:
Paid to: LESSOR (M) Paid by: WI (M)
BC MINISTRY 100.00000000 NORTHPOINT RES 100.00000000

Royalty / Encumbrances

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
NC-0052 J GROSS OVERRIDING ROYALTY ALL PRODUCTS Y N 26.66670000 % of PROD
Roy Percent:
Gas: Royalty: 15.000000000 Min Pay: Prod/Sales:
S/S OIL: Min: 5.000000000 Div: 1/23.8365 Prod/Sales:
Other Percent: Min: Prod/Sales:

Paid to: PAID TO (C) PAID BY (C)
PRAIRIESKY 100.00000000 NORTHPOINT RES 100.00000000

ROYALTY DEDUCTIONS - Oct 23, 2006

ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO
DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHODOLOGY -
A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESSION FEES JOINT
INDUSTRY TASK FORCE REPORT". SEE SCHEDULE "D" TO SEPT. 1/06 AGREEMENT

Remarks

Type	Date	Description
GENERAL	Jan 15, 2013	RIGHTS BELOW BASE MONTNEY REVERTED TO THE CROWN

Report Date: Aug 11, 2016
Page Number: 7

NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	
File Status	Lease No/Name		Gross				
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*		Lease Description / Rights Held
NM-0068	PNG	CR	Eff: Aug 23, 2000	861,000	NC-0067 A	WI	Area : ALTARES
Sub: B	51015		Exp: Aug 22, 2010	861,000	NORTHPOINT RES		NTS 94-B-8 BLK H UNIT 8, 9, 18,
ACTIVE			Ext: 58(3) A	0.000	CANBRIAM	100.000000000	19, 28, 29, 38, 39, 48, 49
100.000000000	CANBRIAM		Count Acreage =	No	Total Rental:	0.00	NTS 94-B-8 BLK A UNIT 98, 99
							PNG IN MONTNEY, NORDEGG AND DOIG
							----- Related Contracts -----
							NC-0052 P ORR Sep 01, 2006
							NC-0060 DD FO May 06, 2008
							NC-0062 B EARNING Aug 04, 2009
							NC-0067 A TRUST Aug 04, 2009

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N	100.000000000	% of PROD
Roy Percent:				
Gas: Royalty:	Min Pay:			Prod/Sales:
S/S OIL: Min:	Div:			Prod/Sales:
Other Percent:	Min:			Prod/Sales:
Paid to: LESSOR (M)	Paid by: WI (C)			
BC MINISTRY	NORTHPOINT RES			
100.000000000	CANBRIAM			100.000000000
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
GROSS OVERRIDING ROYALTY	ALL PRODUCTS	Y	N	26.666700000
Roy Percent:				
Gas: Royalty:	Min Pay:			Prod/Sales:
S/S OIL: Min:	Max:			Prod/Sales:
Other Percent:	Min:			Prod/Sales:
Paid to: PAIDTO (R)	Paid by: WI (C)			
DEVONC	NORTHPOINT RES			
100.000000000				

NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0068 B CANBRIAM 100.00000000

ROYALTY DEDUCTIONS - Oct 23, 2006

ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHODOLOGY - A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESSION FEES JOINT INDUSTRY TASK FORCE REPORT". SEE SCHEDULE "D" TO SEPT. 1/06 AGREEMENT

Remarks

Type	Date	Description
GENERAL		NORTHPOINT HOLDS CANBRIAMS INTEREST IN TRUST - TRUST AGREEMENT DATED AUGUST 4, 2009 ATTACHED AS SCHEDULE C TO THE ELECTION AND EXCHANGE AGMT - NC-0062

NM-0069	PNG	CR	Eff: Aug 28, 1996	287,000	WI	Area : ALTARES
Sub: A	48871		Exp: Aug 27, 2006	287,000		NTS 94-B-8 BLK H UNIT 78, 79,
ACTIVE			Ext: 58(3) A	287,000		88, 89
						ALL PNG TO BASE BLUESKY-GETHING
100.00000000	NORTHPOINT RES		Total Rental:	2152.50		
	NORTHPOINT RES					
Status	NON PRODUCING Prod:	Hectares	Net	Hectares	Net	Related Contracts
		0.000	0.000	287,000	287,000	NC-0025 D ROYALTY Feb 01, 2005 (I)
						NC-0052 K ORR Sep 01, 2006
						Well U.W.I. Status/Type
						200/B-079-H/094-B-08/00D&A/D&A
						200/B-079-H/094-B-08/02SUSPENDED/GAS

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.00000000 % of PROD
Roy Percent:				

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Lease No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
NM-0069	A	Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:		Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: LESSOR (M)		Paid by: WI (M)			
	BC MINISTRY		100.000000000	NORTHPOINT RES		100.000000000	
Royalty / Encumbrances							
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
NC-0052 K GROSS OVERRIDING ROYALTY	ALL PRODUCTS	Y	N	26.66670000	% of PROD		
Roy Percent:							
Gas: Royalty:	15.000000000	Min Pay:			Prod/Sales:		
S/S OIL: Min:	5.000000000	Max:	15.000000000	Div: 1/23.8365	Prod/Sales:		
Other Percent:		Min:			Prod/Sales:		
Paid to: PAID TO (C)		Paid by: PAID BY (C)			100.000000000		
PRAIRIESKY			100.000000000	NORTHPOINT RES			
ROYALTY DEDUCTIONS - Oct 23, 2006							
ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHODOLOGY - A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESSION FEES JOINT INDUSTRY TASK FORCE REPORT". SEE SCHEDULE "D" TO SEPT. 1/06 AGREEMENT							
NM-0070	PNG	CR	Eff: Aug 28, 2006	287.000		WI	Area : ALTARES
Sub: A	46874		Exp: Aug 27, 2006	287.000	NORTHPOINT RES	100.000000000	NTS 94-B-8 BLK H UNIT 58, 59, 68, 69
ACTIVE		NORTHPOINT RES	Ext: 58(3) A	287.000			ALL PNG TO BASE BLUESKY-GETHING
				Total Rental:	2152.50		

Report Date: Aug 11, 2016
Page Number: 10

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code
File Status	Lease Na/Name		Gross			
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*	Lease Description / Rights Held

(cont'd)

NM-0070
Sub: A
100.000000000 NORTHPOINT RES

Status	Hectares	Net	Hectares	Net
NON PRODUCING Prod:	0.000	0.000	287.000	287.000

Related Contracts		
NC-0025 G	ROYALTY	Feb 01, 2005 (I)
NC-0050 B	A&D	Jul 07, 2006
NC-0052 I	ORR	Sep 01, 2006

----- Well U.W.I. Status/Type -----
200/C-059-H/094-B-08/00SUSPENDED/GAS

Royalty / Encumbrances

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

Paid to: LESSOR (M) Paid by: WI (M)
BC MINISTRY NORTHPOINT RES 100.000000000 100.000000000

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
<Linked> NC-0052 I GROSS OVERRIDING ROYALTY	ALL PRODUCTS	Y	N	26.66670000 % of PROD
Roy Percent:				
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:

Paid to: PAID TO (C) Paid by: PAID BY (C)
PRAIRIESKY NORTHPOINT RES 100.000000000 100.000000000

ROYALTY DEDUCTIONS - Oct 23, 2006
ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO

Report Date: Aug 11, 2016
Page Number: 11

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

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

(cont'd)

NM-0070 A DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHODOLOGY - A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESSION FEES JOINT INDUSTRY TASK FORCE REPORT". SEE SCHEDULE "D" TO SEPT. 1/06 AGREEMENT

Remarks

Type Date Description
GENERAL Jan 15, 2013 RIGHTS BELOW BASE BLUESKY-GETHING REVERTED TO THE CROWN AUG 28, 2007

NM-0071 PNG CR Eff: Mar 20, 2006 288.000 NC-0014 A No WI
Sub: A 58408 Exp: Mar 19, 2011 288.000 NORTHPOINT RES 86.11111000
ACTIVE Ext: 58(3) A 248.000 PROGRESS ECL 8.61111000
100.00000000 CANBRIAM JAPEX MONTNEY 1.38888900
PBRUNEI 0.41666700
INDOIL MONTNEY 1.38888900
SINOPEC HUADIAN 2.08333500
Total Rental: 1080.00

Status Hectares Net NPProd: Hectares Net
NON PRODUCING Prod: 0.000 0.000 288.000 248.000

Area : ALTARES
NTS 094-B-8 BLK A UNITS 72, 73, 82, 83
ALL PNG TO BASE 33502 DOIG
SILTSTONE-SHALE-PHOSPHATE ZONE,
EXCL NG IN BLUESKY, EXCL PNG
IN NORDEGG & DOIG, AND
EXCL 200/D-72-A/94-B-8 &
200/C-73-A/94-B-8 WELLBORES

Related Contracts

NC-0001 A A&D Nov 03, 2004
NC-0005 B ORR Dec 01, 2003
NC-0014 A JOA Jul 18, 2001
NC-0042 A A&D Feb 08, 2006
NC-0050 B A&D Jul 07, 2006
NC-0055 A A&D Mar 20, 2006

Royalty / Encumbrances

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
NC-0005 B GROSS OVERRIDING ROYALTY ALL PRODUCTS Y N 20.00000000 % of PROD
Roy Percent: Prod/Sales:
Gas Royalty: 15.00000000 Min Pay:
S/S OIL: Min:

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

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

(cont'd)

5.000000000 Max: 15.000000000 Div: 23.8365 Prod/Sales:
Other Percent: 15 Min: Prod/Sales:
Paid to: PAID TO (C) PAID BY (C)
PRAIRIESKY 100.000000000 NORTHPOINT RES 100.000000000

ROYALTY DEDUCTIONS -

DEDUCTIONS NOT TO EXCEED THOSE PERMITTED FOR THE CALCULATION OF ROYALTIES
PAYABLE TO THE CROWN, IN THE PROVINCE OF BRITISH COLUMBIA. NOT TO EXCEED 50%
OF MARKET PRICE.

NM-0071

A

Royalty / Encumbrances

Royalty Type
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS Y N 100.000000000 % of
Product Type Sliding Scale Convertible % of Prod/Sales
Roy Percent:
Gas: Royalty: Min Pay: Min: Prod/Sales:
S/S OIL: Min: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:
Paid to: LESSOR (M) Paid by: WI (C)
BC MINISTRY 100.000000000 NORTHPOINT RES 86.11111000
PROGRESS ECL 8.61111000
JAPEX MONTNEY 1.38888900
PBRUNEI 0.41666700
INDOIL MONTNEY 1.38888900
SINOPEC HUADIAN 2.08333500

Remarks

Type **Date** **Description**
GENERAL DEVON FARMOUT & EQUALIZATION CONVERTS THEIR WI TO NON CON

Report Date: Aug 11, 2016

Page Number: 13

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

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

(cont'd)

NM-0071	A		Remarks
			GENERAL ORR EFFECTIVE JANUARY 1, 2006 NORTHPOINT (70%) AND GREAT PLAINS (30%) ASSUME DEVONS WI LEASE SELECTION MADE FROM DRILLING LICENCE 51915

NM-0071	PNG	CR	Eff: Mar 20, 2006	574.000	NC-0014	B	No	WI	Area : ALTARES
Sub: B	58408		Exp: Mar 19, 2011	574.000	NORTHPOINT RES			86.11111000	NTS 094-A-5 BLK D UNITS 60, 70,
ACTIVE			Ext: 58(3) A	494.278	PROGRESS ECL			8.61111000	80, 90
		PROGRESS ECL			JAPEX MONTNEY			1.38888900	NTS 094-B-8 BLK A UNITS 51,
		CANBRIAM			PBRUNEI			0.41666700	61, 71, 81
					INDOIL MONTNEY			1.38888900	
					SINOPEC HUADIAN			2.08333500	PNG TO BASE 33502 DOIG
									SILTSTONE-SHALE-PHOSPHATE ZONE,
									EXCL PNG IN NORDEGG & DOIG

Total Rental: 2152.50

Status	Hectares	Net	NPProd:	Hectares	Net	Related Contracts
NON PRODUCING Prod:	0.000	0.000		574.000	494.278	NC-0001 A A&D Nov 03, 2004
						NC-0005 C ORR Dec 01, 2003 (I)
						NC-0014 B JOA Jul 18, 2001
						NC-0042 A A&D Feb 08, 2006
						NC-0049 A ORR Jan 01, 2006
						NC-0050 B A&D Jul 07, 2006
						NC-0055 A A&D Mar 20, 2006
						NC-0060 M FO May 06, 2008
						NC-0062 A EARNING Aug 04, 2009

Royalty / Encumbrances

<Linked> Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0049 A GROSS OVERRIDING ROYALTY	ALL PRODUCTS	Y	N	20.00000000 % of PROD
Roy Percent:				
Gas: Royalty: 15.000000000				Prod/Sales:
S/S OIL: Min: 5.000000000				Prod/Sales:
Other Percent:				Prod/Sales:

Report Date: Aug 11, 2016
Page Number: 14

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

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

(cont'd)																																				
NM-0071	B	Paid to: PAID TO (C) PRAIRIESKY	100.00000000	Paid by: PAID BY (C) NORTHPOINT RES	100.00000000																															
<table><tr><td>Royalty Type</td><td>Product Type</td><td>Sliding Scale</td><td>Convertible</td><td>% of Prod/Sales</td></tr><tr><td>CROWN SLIDING SCALE ROYALTY</td><td>ALL PRODUCTS</td><td>Y</td><td>N</td><td>% of</td></tr><tr><td>Roy Percent:</td><td></td><td>Min Pay:</td><td></td><td>Prod/Sales:</td></tr><tr><td>Gas: Royalty:</td><td></td><td>Div:</td><td></td><td>Prod/Sales:</td></tr><tr><td>S/S OIL: Min:</td><td>Max:</td><td>Min:</td><td></td><td>Prod/Sales:</td></tr><tr><td>Other Percent:</td><td></td><td></td><td></td><td></td></tr></table>							Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	% of	Roy Percent:		Min Pay:		Prod/Sales:	Gas: Royalty:		Div:		Prod/Sales:	S/S OIL: Min:	Max:	Min:		Prod/Sales:	Other Percent:				
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales																																
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	% of																																
Roy Percent:		Min Pay:		Prod/Sales:																																
Gas: Royalty:		Div:		Prod/Sales:																																
S/S OIL: Min:	Max:	Min:		Prod/Sales:																																
Other Percent:																																				
	Paid to: LESSOR (M) BC MINISTRY		100.00000000	Paid by: WI (C) NORTHPOINT RES	86.11111000																															
				PROGRESS ECL	8.61111000																															
				JAPEX MONTNEY	1.38888900																															
				PBRUNEI	0.41666700																															
				INDOIL MONTNEY	1.38888900																															
				SINOPEC HUADIAN	2.083333500																															

Type	Date	Description
GENERAL		DEVON FARMOUT & EQUALIZATION CONVERTS THEIR WI TO NON CON ORR EFFECTIVE JANUARY 1, 2006. NORTHPOINT (70%) AND GREAT PLAINS (30%) ASSUME DEVON'S WI
GENERAL		SUMMITT OIL AND GAS INC.'S INTEREST SOLD AND TRANSFERRED IN ITS ENTIRETY TO NON-DEFAULTING JOINT OPERATORS BEING NORTHPOINT ENERGY LTD., PROGRESS ENERGY LTD. AND GREAT PLAINS EXPLORATION INC. ON MARCH 20, 2006 FOR \$368,000.00. SEE COURT OF QUEEN'S BENCH ORDER DATED JULY 10, 2006
GENERAL		LEASE SELECTION MADE FROM DRILLING LICENCE 51915

Report Date: Aug 11, 2016
Page Number: 15

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

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

NM-0071 PNG CR Eff: Mar 20, 2006 574.000 NC-0014 H No WI
Sub: C 58408 Exp: Mar 19, 2011 574.000 NORTHPOINT RES 86.11111000
ACTIVE Ext: 58(3) A 494.278 PROGRESS ECL 8.61111000
100.00000000 CANBRIAM PROGRESS ECL 1.38888900
JAPEX MONTNEY 0.41666700
PBRUNEI 1.38888900
INDOIL MONTNEY 1.38888900
SINOPEC HUADIAN 2.08333500

Total Rental: 2152.50

Status	Hectares	Net	Hectares	Net
PRODUCING	287.000	247.139	287.000	247.139
	Prod:	NProd:		

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTYYALL PRODUCTS	N	Y		% of
Roy Percent:				
Gas: Royalty:	Min Pay:			Prod/Sales:
S/S OIL: Min:	Div:			Prod/Sales:
Other Percent:	Min:			Prod/Sales:

Paid to: LESSOR (M) Paid by: WI (C)
BC MINISTRY NORTHPOINT RES 86.11111000
100.00000000 PROGRESS ECL 8.61111000
JAPEX MONTNEY 1.38888900
PBRUNEI 0.41666700
INDOIL MONTNEY 1.38888900
SINOPEC HUADIAN 2.08333500

Remarks

Type	Date	Description
GENERAL		DEVON FARMOUT & EQUALIZATION CONVERTS THEIR WI TO NON CON

Related Contracts	Status/Type
NC-0001 A A&D	Nov 03, 2004
NC-0014 H JOA	Jul 18, 2001
NC-0028 B SWAP	Jul 27, 2005
NC-0042 A A&D	Feb 08, 2006
NC-0050 B A&D	Jul 07, 2006
NC-0055 A A&D	Mar 20, 2006
NC-0060 N FO	May 06, 2008
NC-0062 J EARNING	Aug 04, 2009

----- Well U.W.I. -----
200/D-053-A/094-B-08/00PRODUCING/GAS
200/B-063-A/094-B-08/00LIC/UNDRILLED

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(cont'd)

NM-0071	PNG	CR	Eff: Mar 20, 2006	574,000	NC-0014	N	No	WI	Area : ALTARES
Sub: D	58408		Exp: Mar 19, 2011	574,000	CANBRIAM			86,111,110,000	NTS 094-A-5 BLK D UNITS 40, 50
ACTIVE			Ext: 58(3) A	0,000	PROGRESS ECL			8,611,110,000	NTS 094-B-8 BLK A UNITS 31,
	PROGRESS ECL				JAPEX MONTNEY			1,388,889,000	41, 52, 53, 62, 63
100.000000000	CANBRIAM		Count Acreage = No		PBRUNEI			0,416,667,000	PNG IN NORDEGG & DOIG
					INDOIL MONTNEY			1,388,889,000	
					SINOPEC HUADIAN			2,083,335,000	
			Total Rental:	2152.50					Related Contracts
									NC-0005 BB ORR Dec 01, 2003 (I)
									NC-0014 N JOA Jul 18, 2001
									NC-0060 NN FO May 06, 2008
									NC-0062 A EARNING Aug 04, 2009
									NC-0067 C TRUST Aug 04, 2009 (I)

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Lease No/Name		Gross				
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*	*	
(cont'd)							
	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
	CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.00000000	% of PROD	
	Roy Percent:						
	Gas: Royalty:						
	S/S OIL: Min:						
	Other Percent:						
	Paid to: LESSOR (M)						
	BC MINISTRY		100.000000000				
	Paid by: WI (C)						
	CANBRIAM					86.11111000	
	PROGRESS ECL					8.61111000	
	JAPEX MONTNEY					1.38888900	
	PBRUNEI					0.41666700	
	INDOIL MONTNEY					1.38888900	
	SINOPEC HUADIAN					2.08333500	
	Min Pay:						Prod/Sales:
	Div:						Prod/Sales:
	Min:						Prod/Sales:
	Max:						

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

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

NM-0071 PNG CR Eff: Mar 20, 2006 862,000 NC-0014 N No WI
Sub: E 58408 Exp: Mar 19, 2011 862,000 CANBRIAM 86,111,1000
ACTIVE Ext: 58(3) A 0,000 PROGRESS ECL 8,611,1000
PROGRESS ECL JAPEX MONTNEY 1,388,8900
100.000000000 CANBRIAM PBRUNEI 0,416,66700
Count Acreage = No INDOIL MONTNEY 1,388,8900
SINOPEC HUADIAN 2,083,33500
PNG IN NORDEGG & DOIG

Total Rental: 3232.50

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

NC-0005 BB	ORR	Dec 01, 2003 (I)
NC-0005 C	ORR	Dec 01, 2003 (I)
NC-0014 N	JOA	Jul 18, 2001
NC-0049 AA	ORR	Jan 01, 2006 (I)
NC-0060 LL	FO	May 06, 2008
NC-0060 MM	FO	May 06, 2008
NC-0062 A	EARNING	Aug 04, 2009
NC-0067 C	TRUST	Aug 04, 2009 (I)

Royalty / Encumbrances

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

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

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

Paid to: LESSOR (M)
BC MINISTRY 100.000000000

Paid by: WI (C)
CANBRIAM 86,111,1000
PROGRESS ECL 8,611,1000
JAPEX MONTNEY 1,388,8900
PBRUNEI 0,416,66700
INDOIL MONTNEY 1,388,8900
SINOPEC HUADIAN 2,083,33500

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
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Report Date: Aug 11, 2016
Page Number: 19

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

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

(cont'd)

GROSS OVERRIDING ROYALTY ALL PRODUCTS Y N 20.00000000 % of PROD

Roy Percent:

Gas: Royalty: 15.000000000

S/S OIL: Min: 5.000000000

Other Percent:

Min Pay: Prod/Sales:

Max: 15.000000000 Div: Prod/Sales:

Min: Prod/Sales:

Paid to: PAIDTO (R)

DEVON NEC

Paid by: PAIDBY (R)

CANBRIAM

100.000000000

100.000000000

Remarks

Type	Date	Description
GENERAL		DEVON FARMOUT & EQUALIZATION CONVERTS THEIR WI TO NON CON ORR EFFECTIVE JANUARY 1, 2006
GENERAL		NORTHPOINT (70%) AND GREAT PLAINS (30%) ASSUME DEVON'S WI BLUE MOUNTAIN INTEREST SOLD TO NORTHPOINT (70%) AND GREAT PLAINS (30%) EFFECTIVE FEBRUARY 1, 2006
GENERAL		SUMMITT OIL AND GAS INC.'S INTEREST SOLD AND TRANSFERRED IN ITS ENTIRETY TO NON-DEFAULTING JOINT OPERATORS BEING NORTHPOINT ENERGY LTD., PROGRESS ENERGY LTD. AND GREAT PLAINS EXPLORATION INC. ON MARCH 20, 2006 FOR \$368,000.00. SEE COURT OF QUEEN'S BENCH ORDER DATED JULY 10, 2006 LEASE SELECTION MADE FROM DRILLING LICENCE 51915 GREAT PLAINS SOLD ITS INTEREST TO NORTHPOINT EFFECTIVE MAY 1, 2006

NM-0071	PNG	CR	Eff: Mar 20, 2006	288.000	NC-0014	D	No	BPEN	Area : ALTARES
Sub: F	58408		Exp: Mar 19, 2011	288.000	NORTHPOINT RES			100.000000000	NTS 094-B-8 BLK A UNITS 72, 73, 82, 83
ACTIVE			Ext: 58(3) A	288.000					
	PROGRESS ECL								
100.000000000	CANBRIAM		Count Acreage =	No					200/D-72-A/94-B-8 & 200/C-73-A/94-B-8 WELLBORES ONLY

Report Date: Aug 11, 2016
Page Number: 20

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

Lease Description / Rights Held

(cont'd)

NM-0071

Sub: F

Status	Hectares	Net	Hectares	Net
PRODUCING	288.000	288.000	0.000	0.000

Prod:	NProd:

Royalty / Encumbrances

Related Contracts	Status/Type
NC-0005 B ORR	Dec 01, 2003
NC-0014 D JOA	Jul 18, 2001
NC-0062 A EARNING	Aug 04, 2009

<Linked> Royalty Type
NC-0005 B GROSS OVERRIDING ROYALTY
ALL PRODUCTS Y N 20.000000000 % of PROD
Roy Percent:
Gas: Royalty: 15.000000000
S/S OIL: Min: 5.000000000 Max: 15.000000000 Div: 23.8365
Other Percent: 15
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to:	Paid TO (C)	Paid by:	PAID BY (C)
PRAIRIESKY	100.000000000	NORTHPOINT RES	100.000000000

ROYALTY DEDUCTIONS -

DEDUCTIONS NOT TO EXCEED THOSE PERMITTED FOR THE CALCULATION OF ROYALTIES
PAYABLE TO THE CROWN, IN THE PROVINCE OF BRITISH COLUMBIA. NOT TO EXCEED 50%
OF MARKET PRICE.

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.000000000 % of
Roy Percent:				
Gas: Royalty:	Min Pay:			Prod/Sales:
S/S OIL: Min:	Div:			Prod/Sales:
Other Percent:	Min:			Prod/Sales:
Paid to:	LESSOR (M)	Paid by:	BPEN (C)	
BC MINISTRY	100.000000000	NORTHPOINT RES	100.000000000	

NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0071	F						Remarks
Type	Date	Description					
PENALTY		PROGRESS IS IN 400% PENALTY - THE INDEP OPS NOTICE FOR D-72-A STATED 500% BUT IT IS 400% AS THIS IS A DEVELOPMENT WELL.					
PENALTY	Mar 16, 2016	The above is incorrect. Well was Exploratory Outpost therefore 500% penalty applies					

NM-0072	PNG	CR	Eff: Mar 20, 2006	288.000	NC-0014	I No	WI
Sub: A	58407		Exp: Mar 19, 2011	288.000	NORTHPOINT RES		86.11111000
ACTIVE			Ext: 58(3) A	248.000	PROGRESS ECL		8.61111000
	PROGRESS ECL				JAPEX MONTNEY		1.38888900
	CANBRIAM				PBRUNEI		0.41666700
					INDOIL MONTNEY		1.38888900
					SINOPEG HUADIAN		2.083333500

Area : ALTARES
NTS 094-B-8 BLK A UNITS 32, 33, 42, 43
PNG TO BASE NIKANASSIN
EXCL 200/D-33-A/94-B-8
WELLBORE

Total Rental: 1080.00

Status	Producing	Prod:	Hectares	Net	Hectares	Net
PRODUCING			288.000	248.000	0.000	0.000

Royalty / Encumbrances

<Linked> Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0049 A GROSS OVERRIDING ROYALTY	ALL PRODUCTS	Y	N	20.00000000 % of PROD
Roy Percent:				
Gas: Royalty:	15.00000000			
S/S OIL: Min:				
		Min Pay:		Prod/Sales:

Related Contracts	
NC-0001 A	A&D Nov 03, 2004
NC-0005 A	ORR Dec 01, 2003 (I)
NC-0014 I	JOA Jul 18, 2001
NC-0014 P	JOA Jul 18, 2001
NC-0042 A	A&D Feb 08, 2006
NC-0049 C	ORR Jan 01, 2006
NC-0050 A	A&D Jul 07, 2006
NC-0050 B	A&D Jul 07, 2006
NC-0055 A	A&D Mar 20, 2006
NC-0062 G	EARNING Aug 04, 2009
NC-0049 A	ORR Jan 01, 2006

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REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)

Other Percent: 5.000000000 Max: 15.000000000 Div: Prod/Sales: Prod/Sales: Status/Type -----
PAID TO (C) PAID BY (C) 200/B-043-A/094-B-08/00PRODUCING/GAS
PRAIRIESKY 100.000000000 NORTHPOINT RES 100.000000000 200/B-043-A/094-B-08/02PRODUCING/GAS

NM-0072

A

Royalty / Encumbrances

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
CROWN SLIDING SCALE ROYALTYS ALL PRODUCTS Y N 100.000000000 % of PROD
Roy Percent:
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Min Pay: Div: Min: Prod/Sales: Prod/Sales:
Max: Max: Min: Prod/Sales: Prod/Sales:
Paid to: LESSOR (M) Paid by: WI (C)
BC MINISTRY NORTHPOINT RES 86.11111000
100.000000000 PROGRESS ECL 8.61111000
JAPEX MONTNEY 1.38888900
PBRUNEI 0.41666700
INDOIL MONTNEY 1.38888900
SINOPEC HUADIAN 2.083333500

Remarks

Type	Date	Description
GENERAL		DEVON FARMOUT & EQUALIZATION CONVERTS THEIR WI TO NON CON ORR EFFECTIVE JANUARY 1, 2006 NORTHPOINT (70%) AND GREAT PLAINS (30%) ASSUME DEVON'S WI
GENERAL		SUMMITT OIL AND GAS INC'S INTEREST SOLD AND TRANSFERRED IN IT'S ENTIRETY TO NON-DEFAULTING JOINT OPERATORS, BEING

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REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

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

(cont'd)

NM-0072	A						Remarks
		Type	Date	Description			
		GENERAL		NORTHPOINT ENERGY LTD., PROGRESS ENERGY LTD. AND GREAT PLAINS EXPLORATION INC. ON MARCH 20, 2006 FOR \$368,000.00. SEE COURT OF QUEEN'S BENCH ORDER DATED JULY 10, 2006 LEASE SELECTION MADE FROM DRILLING LICENCE 51915			
		GENERAL		PROGRESS DID NOT PARTICIPATE IN THE D-33-A/94-B-8 WELL AND ARE IN 400% PENALTY - SEE SPLIT D ON THIS LEASE.			
		RENTAL	Feb 01, 2015	THEY DID PARTICIPATE IN B-43-A RENTAL FOR LANDS IN THIS SUB "A" ARE SPLIT 50/50 WITH SUB "F" DUE TO DIFFERENT INTERESTS IN ZONES - NORTHPOINT HAS NO INTEREST IN SUB "F"			

NM-0072	PNG	CR	Eff: Mar 20, 2006	287.000	NC-0014	E	No	WI	Area : ALTARES
Sub: B	58407		Exp: Mar 19, 2011	287.000	NORTHPOINT RES			86.11111000	NTS 094-A-5 BLK D UNITS 20, 30
ACTIVE			Ext: 58(3) A	247.139	PROGRESS ECL			8.61111000	NTS 094-B-8 BLK A UNITS 11, 21
		PROGRESS ECL			JAPEX MONTNEY			1.38888900	PNG TO BASE 33502 DOIG
100.00000000	CANBRIAM				PBRUNEI			0.41666700	SILTSTONE-SHALE-PHOSPHATE ZONE
					INDOIL MONTNEY			1.38888900	EXCL PNG IN NORDEGG & DOIG
					SINOPEC HUADIAN			2.08333500	

Total Rental: 1076.25

Status	Hectares	Net	NPProd:	Hectares	Net	Related Contracts
NON PRODUCING Prod:	0.000	0.000		287.000	247.139	NC-0001 A A&D Nov 03, 2004
						NC-0014 E JOA Jul 18, 2001
						NC-0028 B SWAP Jul 27, 2005
						NC-0042 A A&D Feb 08, 2006
						NC-0049 A ORR Jan 01, 2006
						NC-0050 B A&D Jul 07, 2006
						NC-0055 A A&D Mar 20, 2006

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REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Lease No/Name		Gross					
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*	*		
(cont'd)								
NM-0072	B	Royalty Type CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Product Type Y	Sliding Scale Y	Convertible N	% of Prod/Sales 100.00000000	% of PROD	NC-0060 K FO NC-0062 H EARNING
Roy Percent: Gas: Royalty: S/S OIL: Min: Other Percent:								
Min Pay: Div: Min:								
Paid to: LESSOR (M) BC MINISTRY								
Paid by: WI (C) NORTHPOINT RES 86.11111000 PROGRESS ECL 8.61111000 JAPEX MONTNEY 1.38888900 PBRUNEI 0.41666700 INDOIL MONTNEY 1.38888900 SINOPEC HUADIAN 2.083333500								
Max: Min:								
Prod/Sales: Prod/Sales: Prod/Sales:								
May 06, 2008 Aug 04, 2009								
Remarks								
GENERAL	Date	Description						
GENERAL		DEVON FARMOUT & EQUALIZATION CONVERTS THEIR WI TO NON CON ORR EFFECTIVE JANUARY 1, 2006 NORTHPOINT (70%) AND GREAT PLAINS (30%) ASSUME DEVON'S WI SUMMIT OIL AND GAS INC.'S INTEREST SOLD AND TRANSFERRED IN ITS ENTIRETY TO NON-DEFAULTING JOINT OPERATORS, BEING NORTHPOINT ENERGY LTD., PROGRESS ENERGY LTD. AND GREAT PLAINS EXPLORATION INC., ON MARCH 20, 2006 FOR \$368,000.00. SEE COURT OF QUEEN'S BENCH ORDER DATED JULY 10, 2006 LEASE SELECTION MADE FROM DRILLING LICENCE 51915 RENTAL FOR LANDS IN THIS SUB "B" ARE SPLIT 50/50 WITH SUB "G" DUE TO DIFFERENT INTERESTS IN ZONES - NORTHPOINT HAS NO INTEREST IN SUB "G"						
GENERAL RENTAL	Feb 01, 2015							

NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

REPORTED IN HECTARES

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

Lease Description / Rights Held

NM-0072 PNG CR Eff: Mar 20, 2006 287,000 NC-0014 G No WI
 Sub; C 58407 Exp: Mar 19, 2011 287,000 NORTHPOINT RES 86.11111000
 ACTIVE Ext: 58(3) A 247,139 PROGRESSECL 8.61111000
 PROGRESS ECL JAPEX MONTNEY 1.38888900
 100.00000000 CANBRIAM PBRUNEI 0.41666700
 INDOIL MONTNEY 1.38888900
 SINOPEC HUADIAN 2.08333500

Area : ALTARES
 NTS 094-B-8 BLK A UNITS 12, 13,
 22, 23
 PNG TO BASE 33502 DOIG
 SILTSTONE-SHALE-PHOSPHATE ZONE,
 EXCL 200/A-23-A/94-B-8 WELLBORE
 & EXCL PNG IN NORDEGG & DOIG

Total Rental: 1076.25

Status	Hectares	Net	Hectares	Net
NON PRODUCING Prod:	0.000	0.000	297.000	247.139

Related Contracts

NC-0001 A	A&D	Nov 03, 2004
NC-0005 A	ORR	Dec 01, 2003 (I)
NC-0014 G	JOA	Jul 18, 2001
NC-0028	SWAP	Jul 27, 2005
NC-0042	A&D	Feb 08, 2006
NC-0049 A	ORR	Jan 01, 2006
NC-0050 B	A&D	Jul 07, 2006
NC-0055 A	A&D	Mar 20, 2006
NC-0060 KK	FO	May 06, 2008

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTYS ALL PRODUCTS	Y	N	100.00000000	% of PROD
Roy Percent:				
Gas: Royalty:	Min Pay:			Prod/Sales:
S/S OIL: Min:	Div:			Prod/Sales:
Other Percent:	Min:			Prod/Sales:
Paid to: LESSOR (M)	Paid by: WI (C)			
BC MINISTRY	NORTHPOINT RES			86.11111000
	PROGRESS ECL			8.61111000
	JAPEX MONTNEY			1.38888900
	PBRUNEI			0.41666700
	INDOIL MONTNEY			1.38888900
	SINOPEC HUADIAN			2.08333500

Remarks

Type	Date	Description
GENERAL		DEVON FARMOUT & EQUALIZATION CONVERTS THEIR WI TO NON CON

Category:

(cont'd)

(cont'd)

(cont'd)

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REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Lease No/Name	Operator / Payor	Gross	Net	DOI Partner(s)	*	*	
(cont'd)								
NM-0072	D	Gas: Royalty: 15.000000000 S/S OIL: Min: 5.000000000 Other Percent:	Max: 15.000000000	Min Pay: 15.000000000 Div: 15.000000000 Min:	PAID BY (C) NORTHPOINT RES	100.000000000	Prod/Sales: Prod/Sales: Prod/Sales:	NC-0055 A A&D Mar 20, 2006 NC-0049 A ORR Jan 01, 2006 ----- Well U.W.I. Status/Type ----- 200/D-033-A/094-B-08/00SUSPENDED/GAS 200/D-033-A/094-B-08/02SUSPENDED/GAS 200/D-033-A/094-B-08/03SUSPENDED/OBS
Paid to: PAID TO (C) PRAIRIESKY 100.000000000								
Paid by: PAID BY (C) NORTHPOINT RES 100.000000000								
Royalty / Encumbrances								
Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales CROWN SLIDING SCALE ROYALTY ALL PRODUCTS Y N 100.000000000 % of PROD								
Roy Percent:								
Gas: Royalty: Min Pay: Div: Prod/Sales: S/S OIL: Min: Div: Prod/Sales: Other Percent: Div: Prod/Sales:								
Paid to: LESSOR (M) Paid by: BPEN (C) BC MINISTRY 100.000000000 NORTHPOINT RES 100.000000000								
Remarks								
Type Date Description								
GENERAL	PROGRESS DID NOT PARTICIPATE IN D-33-A/94-B-8 WELL AND ARE IN 400% PENALTY							
RENTAL	NO RENTALS APPLIED TO THIS SUB AS RENTAL FOR THESE LANDS ARE PAID UNDER SUB "A"							
Area : ALTARES								
NTS 094-B-8 BLK A UNITS 32, 33, 42, 43								

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NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

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

Lease Description / Rights Held

(cont'd)

NM-0072
Sub: E PROGRESS ECL
100.00000000 CANBRIAM Count Acreage = No
JAPEX MONTNEY 1.38888900
PBRUNEI 0.41666700
INDOIL MONTNEY 1.38888900
SINOPEC HUADIAN 2.083333500
PNG TO BELOW BASE NIKANASSIN TO
BASE HALFWAY
EXCL PNG IN NORDEGG
EXCL 200/D-33-A-94-B-8
WELLBORE

Total Rental: 0.00

Status	Hectares	Net	Hectares	Net
NON PRODUCING PROD:	0.000	0.000	288.000	248.000
Royalty / Encumbrances				
<Linked> Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0049 A GROSS OVERRIDING ROYALTY	ALL PRODUCTS	Y	N	20.00000000 % of PROD
Roy Percent:	Min Pay:			Prod/Sales:
Gas: Royalty: 15.000000000				Prod/Sales:
S/S OIL: Min: 5.000000000	Max: 15.000000000	Div:		Prod/Sales:
Other Percent:		Min:		
Paid to: PAID TO (C)	Paid by: PAID BY (C)			
PRAIRIESKY 100.000000000	NORTHPOINT RES 100.000000000			

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.000000000 % of PROD
Roy Percent:	Min Pay:			Prod/Sales:
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		

Related Contracts	
NC-0001 A	A&D Nov 03, 2004
NC-0005 A	ORR Dec 01, 2003 (I)
NC-0014 P	JOA Jul 18, 2001
NC-0042 A	A&D Feb 08, 2006
NC-0049 C	ORR Jan 01, 2006
NC-0050 A	A&D Jul 07, 2006
NC-0050 B	A&D Jul 07, 2006
NC-0055 A	A&D Mar 20, 2006
NC-0062 G	EARNING Aug 04, 2009
NC-0049 A	ORR Jan 01, 2006

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NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

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

(cont'd)

NM-0072	E	Paid to: LESSOR (M)		Paid by: WI (C)			
		BC MINISTRY	100.000000000	NORTHPOINT RES	86.11111000		
				PROGRESS ECL	8.61111000		
				JAPEX MONTNEY	1.38888900		
				PBRUNEI	0.41666700		
				INDOIL MONTNEY	1.38888900		
				SINOPEC HUADIAN	2.08333500		

Remarks

Type	Date	Description
GENERAL		DEVON FARMOUT & EQUALIZATION CONVERTS THEIR WI TO NON CON ORR EFFECTIVE JANUARY 1, 2006 NORTHPOINT (70%) AND GREAT PLAINS (30%) ASSUME DEVON'S WI
GENERAL		SUMMITT OIL AND GAS INC'S INTEREST SOLD AND TRANSFERRED IN ITS ENTIRETY TO NON-DEFAULTING JOINT OPERATORS, BEING NORTHPOINT ENERGY LTD., PROGRESS ENERGY LTD. AND GREAT PLAINS EXPLORATION INC. ON MARCH 20, 2006 FOR \$368,000.00. SEE COURT OF QUEEN'S BENCH ORDER DATED JULY 10, 2006 LEASE SELECTION MADE FROM DRILLING LICENCE 51915
GENERAL		PROGRESS DID NOT PARTICIPATE IN THE D-33-A/94-B-8 WELL AND ARE IN 400% PENALTY - SEE SPLIT D ON THIS LEASE.
GENERAL		THEY DID PARTICIPATE IN B-43-A
RENTAL	Feb 01, 2015	NO RENTALS APPLIED TO THIS SUB AS RENTAL FOR THESE LANDS ARE PAID UNDER SUB "A"

NM-0072	PNG	CR	Eff: Mar 20, 2006	288.000	NC-0014	L	No	WI	Area : ALTARES
Sub: F	58407		Exp: Mar 19, 2011	288.000	CANBRIAM			86.11111000	NTS 094-B-8 BLK A UNITS 32, 33,
ACTIVE		PROGRESS ECL	Ext: 58(3) A	0.000	PROGRESS ECL			8.61110900	42, 43
					JAPEX MONTNEY			1.38888900	PNG IN NORDEGG & DOIG

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NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)

NM-0072

Sub: F

100.00000000 CANBRIAM

Count Acreage = No

PBRUNEI

0.41666700

INDOIL MONTNEY

1.38889000

SINOPEC HUADIAN

2.08333500

Total Rental: 1080.00

Status	Hectares	Net	Hectares	Net
NON PRODUCING Prod:	0.000	0.000	288.000	0.000

----- Related Contracts -----
NC-0014 L JOA Jul 18, 2001
NC-0049 AA ORR Jan 01, 2006 (I)
NC-0060 JJ FO May 06, 2008
NC-0067 C TRUST Aug 04, 2009 (I)

Royalty / Encumbrances

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

Roy Percent:

Gas: Royalty:

S/S OIL: Min:

Other Percent:

Min Pay:

Div:

Min:

Prod/Sales:

Prod/Sales:

Prod/Sales:

Paid to: LESSOR (M)

BC MINISTRY

100.00000000

Paid by: WI

CANBRIAM

(C)

86.11111000

PROGRESS ECL

8.61110900

JAPEX MONTNEY

1.38888900

PBRUNEI

0.41666700

INDOIL MONTNEY

1.38889000

SINOPEC HUADIAN

2.08333500

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
GROSS OVERRIDING ROYALTY	ALL PRODUCTS	Y	N	20.00000000 % of PROD

NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Lease No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
NM-0072	F	Roy Percent:					
		Gas: Royalty:	15.000000000	Min Pay:			Prod/Sales:
		S/S Oil: Min:	5.000000000	Max:	15.000000000	Div:	Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: PAIDTO (R)		Paid by: PAIDBY (R)			
		DEVON NEC	100.000000000	CANBRIAM	100.000000000		
Remarks							
Type	Date	Description					
GENERAL		DEVON FARMOUT & EQUALIZATION CONVERTS THEIR WI TO NON CON ORR EFFECTIVE JANUARY 1, 2006 NORTHPOINT (70%) AND GREAT PLAINS (30%) ASSUME DEVON'S WI					
GENERAL		BLUE MOUNTAIN INTEREST SOLD (70%) TO NORTHPOINT AND (30%) GREAT PLAINS EFFECTIVE FEBRUARY 1, 2006					
GENERAL		SUMMITT OIL AND GAS INC'S INTEREST SOLD AND TRANSFERRED IN ITS ENTIRETY TO NON-DEFAULTING JOINT OPERATORS, BEING NORTHPOINT ENERGY LTD., PROGRESS ENERGY LTD. AND GREAT PLAINS EXPLORATION INC. ON MARCH 20, 2006 FOR \$368,000.00.					
GENERAL		SEE COURTY OF QUEEN'S BENCH ORDER DATED JULY 10, 2006					
GENERAL		LEASE SELECTION MADE FROM DRILLING LICENCE 51915					
GENERAL		GREAT PLAINS SOLD ITS INTEREST TO NORTHPOINT' EFFECTIVE MAY 1, 2005					
GENERAL		PROGRESS ENERGY LTD. DID NOT PARTICIPATE IN a-43-A/94-B-8 AND ARE IN 400% PENALTLY - SEE SPLIT D ON THIS LEASE					
RENTAL	Feb 01, 2015	RENTAL FOR LANDS IN THIS SUB "F" ARE SPLIT 50/50 WITH SUB "A" DUE TO DIFFERENT INTERESTS IN ZONES - NORTHPOINT HAS NO INTEREST IN SUB "F"					

NM-0072 PNG CR Eff: Mar 20, 2006 574.000 NC-0014 N No WI Area : ALTARES

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)

NM-0072	Sub: G	58407	Exp: Mar 19, 2011	574,000	CANBRIAM	86,111,110,000	NTS 094-A-5 BLK D UNITS 20, 30
ACTIVE			Ext: 58(3) A	0,000	PROGRESSECL	8,611,110,000	NTS 094-B-8 BLK A UNITS 11,
	PROGRESSECL				JAPEX MONTNEY	1,388,889,000	12, 13, 21, 22, 23
100.000000000	CANBRIAM		Count Acreage = No		PBRUNEI	0,416,667,000	PNG IN NORDEGG & DOIG
					INDOIL MONTNEY	1,388,889,000	
					SINOPEC HUADIAN	2,083,335,000	

----- Related Contracts -----
 NC-0014 N JOA Jul 18, 2001
 NC-0060 KK FO May 06, 2008
 NC-0067 C TRUST Aug 04, 2009 (I)

Status	Hectares	Net	NProd:	Hectares	Net
NON PRODUCING Prod:	0.000	0.000		574,000	0.000

Total Rental: 2152.50

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTYS ALL PRODUCTS	Y	N	100.000000000	% of PROD
Roy Percent:				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to: LESSOR (M)	Paid by: WI (C)			
BC MINISTRY	CANBRIAM			86,111,110,000
	PROGRESS ECL			8,611,110,000
	JAPEX MONTNEY			1,388,889,000
	PBRUNEI			0,416,667,000
	INDOIL MONTNEY			1,388,889,000
	SINOPEC HUADIAN			2,083,335,000

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NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

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

(cont'd)

NM-0072	G						Remarks
		Type	Date	Description			
		GENERAL		DEVON FARMOUT & EQUALIZATION CONVERTS THEIR WI TO NON CON ORR EFFECTIVE JANUARY 1, 2006 NORTHPOINT (70%) AND GREAT PLAINS (30%) ASSUME DEVON'S WI			
		GENERAL		BLUE MOUNTAIN INTEREST SOLD (70%) TO NORTHPOINT AND (30%) GREAT PLAINS EFFECTIVE FEBRUARY 1, 2006			
		GENERAL		SUMMIT OIL AND GAS INC.'S INTEREST SOLD AND TRANSFERRED IN ITS ENTIRETY TO NON-DEFAULTING JOINT OPERATORS, BEING NORTHPOINT ENERGY LTD., PROGRESS ENERGY LTD. AND GREAT PLAINS EXPLORATION INC., ON MARCH 20, 2006 FOR \$368,000.00. SEE COURT OF QUEEN'S BENCH ORDER DATED JULY 10, 2006 LEASE SELECTION MADE FROM DRILLING LICENCE 51915 GREAT PLAINS SOLD ITS INTEREST TO NORTHPOINT EFFECTIVE MAY 1, 2006			
		RENTAL	Feb 01, 2015	RENTAL FOR LANDS IN THIS SUB "G" ARE SPLIT 50/50 WITH SUBS "B & C" DUE TO DIFFERENT INTERESTS IN ZONES - NORTHPOINT HAS NO INTEREST IN SUB "G"			

NM-0072	PNG	CR	Eff: Mar 20, 2006	287.000	NC-0014	F No	BPEN	Area : ALTARES
Sub: H	58407		Exp: Mar 19, 2011	287.000	NORTHPOINT RES		83.87100000	NTS 094-B-8 BLK A UNITS 12, 13, 22, 23
ACTIVE			Ext: 58(3) A	240.710	PROGRESS ECL		9.99998000	200/A-23-A/94-B-8 WELLBORE ONLY
100.00000000	PROGRESS ECL				JAPEX MONTNEY		1.61290000	
	CANBRIAM		Count Acreage = No		PBRUNEI		0.48387000	
					INDOIL MONTNEY		1.61290000	
					SINOPEC HUADIAN		2.41935000	
			Total Rental:	0.00				
								----- Related Contracts -----
								NC-0001 A A&D Nov 03, 2004
								NC-0005 A ORR Dec 01, 2003 (I)
								NC-0014 F JOA Jul 18, 2001
								NC-0014 O JOA Jul 18, 2001

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NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NIM-0072						
Sub: H	Status	PRODUCING	Prod:	Hectares	287.000	Net
				Net	240.710	NPProd:
				Hectares	0.000	Net
						0.000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTYS ALL PRODUCTS	Y	N	100.000000000	% of PROD
Roy Percent:				
Gas: Royalty:	Min Pay:			Prod/Sales:
S/S OIL: Min:	Div:			Prod/Sales:
Other Percent:	Min:			Prod/Sales:

Paid to: LESSOR (M)	Paid by: BPEN (C)
BC MINISTRY	NORTHPOINT RES
	PROGRESS ECL
	JAPEX MONTNEY
	PBRUNEI
	INDOIL MONTNEY
	SINOPEC HUADIAN
	83.871000000
	9.999980000
	1.612900000
	0.483870000
	1.612900000
	2.419350000

----- Well U.W.I. Status/Type -----
200/A-023-A/094-B-08/03 PRODUCING/GAS
200/A-023-A/094-B-08/02 SUSPENDED/GAS

Remarks

Type	Date	Description
PENALTY		BLUE MOUNTAIN IN 500% PENALTY ON A-23-A
GENERAL		BLUE MOUNTAIN INTEREST PURCHASED (70%) NORTHPOINT AND (30%) GREAT PLAINS
		DEVON FARMOUT & EQUALIZATION CONVERTS THEIR WI TO NON CON ORR EFFECTIVE JANUARY 1, 2006 NORTHPOINT (70%) AND GREAT PLAINS (30%) ASSUME DEVON'S WI

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NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

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

(cont'd)

NM-0074	A	CROWN SLIDING SCALE ROYALTY ALL PRODUCTS										Y	N	100.00000000	% of PROD	NC-0060 HH	FO	May 06, 2008		
		Roy Percent:										Min Pay:		Prod/Sales:		----- Well U.W.I.			Status/Type -----	
		Gas: Royalty:										Div:		Prod/Sales:		200/B-074-H/094-B-08/00PRODUCING/GAS				
		S/S OIL: Min:										Max:								
		Other Percent:										Min:		Prod/Sales:						
		Paid to: LESSOR (M)										Paid by: W/I (M)								
		BC MINISTRY										NORTHPOINT RES								
		100.000000000																		

Royalty / Encumbrances

<Linked> Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0064 A GROSS OVERRIDING ROYALTY	ALL PRODUCTS	N	N	100.000000000 % of PROD
Roy Percent: 14.000000000 Gas: Royalty: S/S OIL: Min: Other Percent: Min Pay: Div: Min: Max: Prod/Sales: Prod/Sales: Prod/Sales:				
Paid to: PAID TO (C) FIRENZE Paid by: PAID BY (C) NORTHPOINT RES		100.000000000		

GENERAL REMARKS - Jan 29, 2013

PAID ON THE B-74-H WELL - PNG IN HALFWAY ONLY
UPON PAYOUT OF THE B-74-H WELL, THE ROYALTY WILL BE REDUCED TO 10.27% ON 100% OF PRODUCTION (SEE LETTER DATED NOV 7, 2011)

<Linked> Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0052 R GROSS OVERRIDING ROYALTY	ALL PRODUCTS	Y	N	100.000000000 % of PROD
Roy Percent: 3.100000000 Gas: Royalty: S/S OIL: Min: Min Pay: Div: Max: Prod/Sales: Prod/Sales:				
Paid to: PAID TO (C) FIRENZE Paid by: PAID BY (C) NORTHPOINT RES		100.000000000		

(cont'd)

Prod/Sales:

Min:

Other Percent:

Paid to:	PAID TO (C)	Paid by:	PAID BY (C)
PRAIRIESKY		NORTHPOINT RES	100.00000000

GENERAL REMARKS -

3.1% GOR PAID TO DEVON ON THE WELL ONLY (NO LANDS INVOLVED).

ROYALTY DEDUCTIONS - Oct 23, 2006

ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHODOLOGY" - A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESSING FEES JOINT INDUSTRY TASK FORCE REPORT". SEE SCHEDULE "D" TO SEPT. 1/06 AGREEMENT

[illegible]

Related Contracts

NC-0060 HH	FO	May 06, 2008
NC-0062 E	EARNING	Aug 04, 2009
NC-0067 A	TRUST	Aug 04, 2009

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.00000000 % of PROD
Roy Percent: Gas Royalty: S/S OIL: Min:				
		Min Pay:	Prod/Sales:	
		Max:	Prod/Sales:	

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NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

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

(cont'd)

Other Percent: Min: Prod/Sales:

Paid to: LESSOR (M) Paid by: WI (C)
BC MINISTRY 100.000000000 CANBRIAM 100.000000000

Remarks

Type Date Description
GENERAL
NORTHPOINT HOLDS CANBRIAMS INTEREST IN TRUST - TRUST
AGREEMENT DATED AUGUST 4, 2009 ATTACHED AS SCHEDULE C TO
THE ELECTION AND EXCHANGE AGMT - NC-0062

NM-0076	PNG	CR	Eff: Aug 24, 2000	584.000	NC-0052	E	BPEN	Area : ALTARES
Sub: A	51013		Exp: Aug 23, 2010	584.000	NORTHPOINT RES		100.000000000	NTS 094-B-8 BLK H UNITS 2-5
ACTIVE			Ext: 58(3) A	584.000				NTS 094-B-8 BLK A UNITS 92-95
100.000000000	NORTHPOINT RES	Count Acreage = No	Total Rental: 0.00					202/A-003-H/094-B-8/02 &
	CANBRIAM							202/A-003-H/094-B-8/03 WELL
								EVENTS ONLY
Status	PRODUCING	Prod:	Hectares	Net	NProd:	Hectares	Net	----- Related Contracts -----
			584.000	584.000		0.000	0.000	NC-0001 A A&D Nov 03, 2004
								NC-0005 A ORR Dec 01, 2003 (I)
								NC-0050 A A&D Jul 07, 2006
								NC-0052 A ORR Sep 01, 2006
								NC-0062 A EARNING Aug 04, 2009
								NC-0052 E ORR Sep 01, 2006
								----- Well U.W.I. Status/Type -----
								202/A-003-H/094-B-08/03PRODUCING/GAS
								202/A-003-H/094-B-08/02PRODUCING/GAS

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NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)

NM-0076	A	Paid to: PAID TO (C) PRAIRIESKY	100.000000000	Paid by: PAID BY (C) NORTHPOINT RES	100.000000000
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GENERAL REMARKS -

THE ROYALTY HERE IS WELL SPECIFIC AND ONLY PAYABLE ON THE
202/A-003-H/094-B-8/02 & 202/A-003-H/094-B-8/03 WELL EVENTS

ROYALTY DEDUCTIONS - Oct 18, 2006

ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO
DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHADOLGY -
A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESSING FEES JOINT
INDUSTRY TASK FORCE REPORT". SEE SCHEDULE "D" TO SEPT. 1/06 AGREEMENT

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS		Y	N	% of
Roy Percent:				
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S Oil: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: LESSOR (M) BC MINISTRY		Paid by: BPEN (C) NORTHPOINT RES		100.000000000

NM-0076	PNG	CR	Eff: Aug 24, 2000	574.000	WI
Sub: B	51013		Exp: Aug 23, 2010	574.000	NORTHPOINT RES
ACTIVE			Ext: 58(3) A	574.000	
			Total Rental:	4305.00	
100.000000000	NORTHPOINT RES				
	CANBRIAM				
Status		Hectares	Net	Hectares	Net

Area : ALTARES
NTS 094-B-8 BLK H UNITS 2-5
NTS 094-B-8 BLK A UNITS 92-95
ALL PNG TO BASE MONTNEY, EXCL
THE 202/A-003-H/094-B-8/02 &
202/A-003-H/094-B-8/03 WELL
EVENTS, EXCL NG IN BLUESKY, AND

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NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Lease No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		
(cont'd)								
NM-0076								
Sub: B	PRODUCING	Prod:	287,000	287,000	NProd:	287,000	287,000	EXCL PNG IN MONTNEY, NORDEGG AND DOIG
----- Related Contracts -----								
		Product Type		Sliding Scale	Convertible	% of Prod/Sales	Status/Type	
<Linked>	Royalty Type		ALL PRODUCTS	Y	N	26.66670000	% of PROD	
NC-0052 B	GROSS OVERRIDING ROYALTY							
Roy Percent:								
Gas: Royalty:		15.000000000	Min Pay:			Prod/Sales:		
S/S OIL: Min:		5.000000000	Max:	15.000000000	Div:	1/23.8365	Prod/Sales:	
Other Percent:				Min:			Prod/Sales:	
Paid to:		PAID TO (C)	Paid by:		PAID BY (C)			
PRAIRIESKY			100.000000000	NORTHPOINT RES		100.000000000		
GENERAL REMARKS -								
ALL PNG TO BASE MONTNEY EXCL PNG IN HALFWAY & COPLIN, EXCL NG IN BLUESKY, AND EXCL PNG IN MONTNEY, NORDEGG & DOIG								
ROYALTY DEDUCTIONS - Oct 23, 2006								
ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHODOLOGY - A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESSION FEES JOINT INDUSTRY TASK FORCE REPORT". SEE SCHEDULE "D" TO SEPT. 1/06 AGREEMENT								
----- Well U.W.I. Status/Type -----								
		Product Type		Sliding Scale	Convertible	% of Prod/Sales		
Royalty Type	CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.000000000	% of PROD		
Roy Percent:								
Gas: Royalty:			Min Pay:			Prod/Sales:		
S/S OIL: Min:			Max:		Div:		Prod/Sales:	
Other Percent:				Min:			Prod/Sales:	

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REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

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

(cont'd)

Paid to: LESSOR (M) BC MINISTRY
Paid by: WI (M) NORTHPOINT RES
100.000000000
100.000000000

NM-0076 PNG CR Eff: Aug 24, 2000 NC-0060 CC WI
Sub: BB 51013 Exp: Aug 23, 2010 CANBRIAM 100.000000000
ACTIVE Ext: 58(3) A 0.000
CANBRIAM Total Rental: 0.00
100.000000000 CANBRIAM Count Acreage = No

Status: NON PRODUCING Prod: Net: 0.000 Hectares: 0.000 NProd: 287,000 Net: 0.000
Area : ALTARES
NTS 094-B-8 BLK H UNITS 2, 3
NTS 094-B-8 BLK A UNITS 92, 93
PNG IN MONTNEY, NORDEGG AND DOIG

Royalty Type: CROWN SLIDING SCALE ROYALTY ALL PRODUCTS
Product Type: ROYALTY ALL PRODUCTS
Sliding Scale: Y
Convertible: N
% of Prod/Sales: 100.000000000
Roy Percent: 0.000
Gas: Royalty: 0.000
S/S OIL: Min: 0.000
Other Percent: 0.000
Min Pay: 0.000
Div: 0.000
Min: 0.000
Prod/Sales: 0.000
Paid to: LESSOR (M) BC MINISTRY
Paid by: WI (C) CANBRIAM
100.000000000
100.000000000

Royalty Type: GROSS OVERRIDING ROYALTY
Product Type: ALL PRODUCTS
Sliding Scale: N
Convertible: N
% of Prod/Sales: 100.000000000
Roy Percent: 4.000000000
Gas: Royalty: 0.000
S/S OIL: Min: 0.000
Min Pay: 0.000
Prod/Sales: 0.000

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NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

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

Paid to: PAIDTO (R) Paid by: WI (C) 100.000000000 100.000000000

DEVONC CANBRIAM

Remarks

Type Date Description

GENERAL NORTHPOINT HOLDS CANBRIAMS INTEREST IN TRUST - TRUST AGREEMENT DATED AUGUST 4, 2009 ATTACHED AS SCHEDULE C TO THE ELECTION AND EXCHANGE AGMT - NC-0062

NM-0076	PNG	CR	Eff: Aug 24, 2000	287.000	NC-0060	CC	WI	Area : ALTARES
Sub: CC	51013		Exp: Aug 23, 2010	287.000	CANBRIAM			NTS 094-B-8 BLK H UNITS 4, 5
ACTIVE			Ext: 58(3) A	0.000				NTS 094-B-8 BLK A UNITS 94, 95
	CANBRIAM		Total Rental:	0.00				PNG IN MONTNEY, NORDEGG AND DOIG
100.000000000	CANBRIAM		Count Acreage =	No				
Status	NON PRODUCING	Prod:	Hectares	Net	NProd:	Hectares	Net	Related Contracts
			0.000	0.000		287.000	0.000	NC-0052 L ORR Sep 01, 2006
								NC-0060 CC FO May 06, 2008
								NC-0062 A EARNING Aug 04, 2009
								NC-0067 A TRUST Aug 04, 2009

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales

CROWN SLIDING SCALE ROYALTYS ALL PRODUCTS Y N % of

Roy Percent: Min Pay: Prod/Sales:

Gas: Royalty: Max: Div: Prod/Sales:

S/S OIL: Min: Min: Prod/Sales:

Other Percent: Min: Prod/Sales:

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REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

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

(cont'd)

NM-0076	CC		Royalty / Encumbrances				
		Paid to: LESSOR (M)		Paid by: WI	(C)		
		BC MINISTRY	100.000000000	CANBRIAM		100.000000000	

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
GROSS OVERRIDING ROYALTY	ALL PRODUCTS	N	N	100.000000000 % of PROD
Roy Percent: 4.000000000				
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI	(C)	
DEVONC	100.000000000	CANBRIAM		100.000000000

Type	Date	Description	Remarks
GENERAL		NORTHPOINT HOLDS CANBRIAMS INTEREST IN TRUST - TRUST AGREEMENT DATED AUGUST 4, 2009 ATTACHED AS SCHEDULE C TO THE ELECTION AND EXCHANGE AGMT - NC-0062	

NM-0076	PNG	CR	Eff: Aug 24, 2000	287.000	WI	Area : ALTARES
Sub: D	51013		Exp: Aug 23, 2010	287.000	100.000000000	NTS 094-B-8 BLK H UNITS 12, 13, 22, 23
ACTIVE			Ext: 58(3) A	287.000		ALL PNG TO BASE MONTNEY, EXCL THE 200/D-013-H/094-B/08 WELL & EXCL PNG IN MONTNEY, NORDEGG AND DOIG
100.000000000	NORTHPOINT RES		Total Rental: 2152.50			
	CANBRIAM	Count Acreage = No				
	Status	Hectares	Net	Hectares	Net	

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

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

Lease Description / Rights Held

(cont'd)

NM-0076
Sub: D

PRODUCING Prod: 287,000 287,000 NProd: 0,000 0,000

Royalty / Encumbrances

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
NC-0052 E GROSS OVERRIDING ROYALTY ALL PRODUCTS Y N 26.66670000 % of PROD

Roy Percent:
Gas: Royalty: 15.000000000
S/S OIL: Min: 5.000000000
Other Percent:

Min Pay: Paid by: PAID BY (C)
15.000000000 NORTHPOINT RES 100.000000000

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAID TO (C)
PRAIRIESKY 100.000000000 NORTHPOINT RES 100.000000000

PAYOUT PROVISION -

THE PENALTY IS ONLY ON THE 200/D-13-H AND 202/C-014-H/94-B-8 WELLS

ROYALTY DEDUCTIONS - Oct 23, 2006

ROYALTY ONLY PAYABLE AFTER PENALTY PAYOUT
ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO
DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHODOLOGY -
A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESSION FEES JOINT
INDUSTRY TASK FORCE REPORT". SEE SCHEDULE "D" TO SEPT. 1/06 AGREEMENT

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

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

Min Pay: Paid by: PAID BY (C)
100.000000000 NORTHPOINT RES 100.000000000

Prod/Sales:
Prod/Sales:
Prod/Sales:

Related Contracts	Status/Type
NC-0001 A A&D Nov 03, 2004	
NC-0005 A ORR Dec 01, 2003 (I)	
NC-0050 A A&D Jul 07, 2006	
NC-0052 E ORR Sep 01, 2006	
NC-0060 B FO May 06, 2008	
NC-0063 A ORR Oct 08, 2009	
NC-0060 BB FO May 06, 2008	

Well U.W.I.

200/A-023-H/094-B-08/00	PRODUCING/GAS
202/A-013-H/094-B-08/00	PRODUCING/GAS
202/A-023-H/094-B-08/02	PRODUCING/GAS
200/B-012-H/094-B-08/00	PRODUCING/GAS

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NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)

Paid to: LESSOR (M) Paid by: WI (M)
BC MINISTRY 100.000000000 NORTHPOINT RES 100.000000000

NM-0076 D

Royalty / Encumbrances

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
NC-0063 A GROSS OVERRIDING ROYALTY ALL PRODUCTS N 100.000000000 % of PROD
Roy Percent: 14.000000000
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Paid to: PAID TO (C) Paid by: PAID BY (C)
CRC ROYALTY COR 100.000000000 NORTHPOINT RES 100.000000000

GENERAL REMARKS - Jan 22, 2013

PAID ON THE 200/B-12-H/94-B-8 WELL - PNG IN HALFWAY ONLY

PAYOUT PROVISION - Jan 22, 2013

UPON PAYOUT OF THE 200/B-12-H/00 WELL, THE ROYALTY WILL BE REDUCED TO 11.65% ON 100% OF PRODUCTION

Remarks

Type	Date	Description
GENERAL		DEVON DID NOT PARTICIPATE IN D-13-H/94-B-8 AND ARE IN 300% PENALTY- SEE SPLIT (1) ON THIS LEASE

NM-0076	PNG	CR	Eff: Aug 24, 2000	287.000	NC-0060	BB	WI	Area : ALTARES
Sub: DD	51013		Exp: Aug 23, 2010	287.000	CANBRIAM		100.000000000	NTS 094-B-8 BLK H UNITS 12, 13,

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REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)

NM-0076
Sub: DD
ACTIVE
100.000000000 CANBRIAM
Ext: 58(3) A
Count Acreage = No
Total Rental: 0.00
Status
NON PRODUCING Prod:
Hectares
0.000
Net
0.000
NProd:
287.000
Net
0.000
22, 23
PNG IN MONTNEY, NORDEGG AND DOIG
----- Related Contracts -----
NC-0052 O ORR Sep 01, 2006
NC-0060 BB FO May 06, 2008
NC-0062 A EARNING Aug 04, 2009
NC-0067 A TRUST Aug 04, 2009

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.000000000 % of PROD
Roy Percent:				
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S Oil: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: LESSOR (M)		Paid by: WI (C)		
BC MINISTRY	100.000000000	CANBRIAM	100.000000000	
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
GROSS OVERRIDING ROYALTY	ALL PRODUCTS	N	N	100.000000000 % of PROD
Roy Percent: 4.000000000				
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S Oil: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI (C)		
DEVONC	100.000000000	CANBRIAM	100.000000000	

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NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0076	DD	Remarks				
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Type GENERAL
Date
Description
NORTHPOINT HOLDS CANBRIAMS INTEREST IN TRUST - TRUST
AGREEMENT DATED AUGUST 4, 2009 ATTACHED AS SCHEDULE C TO
THE ELECTION AND EXCHANGE AGMT - NC-0062

NM-0076	PNG	CR	Eff: Aug 24, 2000	287.000	WI	Area : ALTARES
Sub: E	51013		Exp: Aug 23, 2010	287.000	NORTHPOINT RES	NTS 94-B-8 BLK H UNIT 14, 15,
ACTIVE			Ext: 58(3) A	287.000		24, 25
100.000000000	NORTHPOINT RES		Total Rental: 2152.50			ALL PNG TO BASE MONTNEY EXCL.
	CANBRIAM	Count Acreage = No				202/C-14-H WELLBORE, EXCL PNG
IN MONTNEY, NORDEGG AND DOIG						
Status	Hectares	Net	Hectares	Net	Related Contracts	
NON PRODUCING Prod:	0.000	0.000	NProd:	287.000	NC-0001 A A&D Nov 03, 2004	
					NC-0005 A ORR Dec 01, 2003 (I)	
					NC-0050 A A&D Jul 07, 2006	
					NC-0052 E ORR Sep 01, 2006	
					NC-0060 B FO May 06, 2008	
					NC-0062 A EARNING Aug 04, 2009	
					NC-0060 BB FO May 06, 2008	

<Linked> Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0052 E GROSS OVERRIDING ROYALTY	ALL PRODUCTS	Y	N	26.66670000 % of PROD
Roy Percent:	Min Pay:	Prod/Sales:		
Gas: Royalty: 15.000000000	Max: 15.000000000	Div: 1/23.8365		
S/S OIL: Min: 5.000000000	Min:	Prod/Sales:		
Other Percent:		Prod/Sales:		
Paid to: PAID TO (C)	Paid by: PAID BY (C)			
PRAIRIESKY	NORTHPOINT RES			
100.000000000	100.000000000			

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REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

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

(cont'd)

NM-0076 E PAYOUT PROVISION -
THE PENALTY IS ONLY ON THE 200/D-13-H AND 202/C-014-H/94-B-8 WELLS
ROYALTY DEDUCTIONS - Oct 23, 2006
ROYALTY ONLY PAYABLE AFTER PENALTY PAYOUT
ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO
DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHODOLOGY -
A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESSION FEES JOINT
INDUSTRY TASK FORCE REPORT". SEE SCHEDULE "D" TO SEPT. 1/06 AGREEMENT

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS Y N 100.000000000 % of PROD
Roy Percent:
Gas: Royalty: Min Pay: Prod/Sales:
S/S Oil: Min: Max: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:
Paid to: LESSOR (M) Paid by: WI (M)
BC MINISTRY 100.000000000 NORTHPOINT RES 100.000000000

Remarks

Type Date Description
GENERAL DEVON DID NOT PARTICIPATE IN C-14-H/94-B-8 AND ARE IN 300%
PENALTY - SEE SPLIT (J) ON THIS LEASE

NM-0076 PNG CR Eff: Aug 24, 2000 287.000 NC-0060 BB WI
Sub: EE 51013 Exp: Aug 23, 2010 287.000 CANBRIAM 100.000000000
ACTIVE Ext: 58(3) A 0.000
CANBRIAM Total Rental: 0.00
100.000000000 CANBRIAM Count Acreage = No

Area : ALTARES
NTS 94-B-8 BLK H UNIT 14, 15,
24, 25
PNG IN MONTNEY, NORDEGG AND DOIG

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

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0076

Sub:	EE	Status	Hectares	Net	NProd:	Hectares	Net				
		NON PRODUCING	0.000	0.000		287.000	0.000				
								NC-0052 O	ORR	Sep 01, 2006	
								NC-0060 BB	FO	May 06, 2008	
								NC-0062 A	EARNING	Aug 04, 2009	
								NC-0067 A	TRUST	Aug 04, 2009	

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ROYALTYALL PRODUCTS	Y	N	100.00000000 % of PROD
Roy Percent:				
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Mfn:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: LESSOR (M)		Paid by: WI (C)		
BC MINISTRY	100.00000000	CANBRIAM		100.00000000

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
GROSS OVERRIDING ROYALTY	ALL PRODUCTS	N	N	100.00000000 % of PROD
Roy Percent:	4.00000000			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI (C)		
DEVONC	100.00000000	CANBRIAM		100.00000000

Remarks

Type	Date	Description
GENERAL		NORTHPOINT HOLDS CANBRIAMS INTEREST IN TRUST - TRUST

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NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0076	EE	Remarks
Type		
Date		
Description		
AGREEMENT DATED AUGUST 4, 2009 ATTACHED AS SCHEDULE C TO		
THE ELECTION AND EXCHANGE AGMT - NC-0062		

NM-0076	PNG	CR	Eff: Aug 24, 2000	287.000	NC-0052 C	BPEN	Area : ALTARES
Sub: F	51013		Exp: Aug 23, 2010	287.000	NORTHPOINT RES	100.000000000	NTS 094-B-8 BLK H UNITS 32, 33,
ACTIVE			Ext: 58(3) A	287.000			42, 43
NORTHPOINT RES							200/A-033-H/094-B-08 WELL ONLY
100.000000000 CANBRIAM							
Total Rental: 2152.50							
Related Contracts							
Status	Product Type	Sliding Scale	Convertible	% of Prod/Sales	Status/Type		
PRODUCING	ALL PRODUCTS	Y	N	80.000000000	NC-0025 F	ROYALTY	Feb 01, 2005 (I)
					NC-0050 A	A&D	Jul 07, 2006
					NC-0052 C	ORR	Sep 01, 2006
					NC-0062 A	EARNING	Aug 04, 2009
					NC-0060 BB	FO	May 06, 2008

<Linked> Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0052 C GROSS OVERRIDING ROYALTY		ALL PRODUCTS	Y	N	80.000000000
Roy Percent:					% of PROD
Gas: Royalty:	15.000000000	Min Pay:			Prod/Sales:
S/S OIL: Min:	5.000000000	Max:	15.000000000	Div: 1/23.8365	Prod/Sales:
Other Percent:		Min:			Prod/Sales:
Paid to:	PAID TO (C)	Paid by:	PAID BY (C)		
PRAIRIESKY		NORTHPOINT RES			
		100.000000000			100.000000000

GENERAL REMARKS - Jan 22, 2013
PAID ON THE 200/A-033-H/094-B-08/00 WELL EVENT ONLY

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NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0076 F ROYALTY DEDUCTIONS - Oct 23, 2006
ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHADODOLOGY - A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESS FEES JOINT INDUSTRY TASK FORCE REPORT", SEE SCHEDULE "D" TO SEPT. 1/06 AGREEMENT

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

Roy Percent:
Gas: Royalty: Min Pay:
S/S OIL: Min: Max: Div:
Other Percent: Min:

Paid to: LESSOR (M) Paid by: BPEN (C)
BC MINISTRY 100.000000000 NORTHPOINT RES 100.000000000

NM-0076 PNG CR Eff: Aug 24, 2000 859.000 WI
Sub: G 51013 Exp: Aug 23, 2010 859.000 NORTHPOINT RES 100.000000000
ACTIVE Ext: 58(3)/A 859.000
NORTHPOINT RES Total Rental: 6442.50
100.000000000 CANBRIAM

Area : ALTARES
NTS 094-B-8 BLK H UNITS 34, 35,
44, 45, 52-55, 62-65
ALL PNG TO BASE MONTNEY EXCL
PNG IN MONTNEY, NORDEGG AND DOIG

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
PRODUCING		256.000	256.000		603.000	603.000

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales

Related Contracts			
NC-0025 A	ROYALTY	Feb 01, 2005 (I)	
NC-0025 J	ROYALTY	Feb 01, 2005 (I)	
NC-0050 A	A&D	Jul 07, 2006	
NC-0052 G	ORR	Sep 01, 2006	
NC-0060 B	FO	May 06, 2008	
NC-0062 A	EARNING	Aug 04, 2009	

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Lease No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
NC-0052	G	GROSS OVERRIDING ROYALTY	ALL PRODUCTS	Y	N	26.56670000	% of PROD NC-0060 BB FO May 06, 2008
Roy Percent:							
Gas: Royalty:			15.00000000	Min Pay:			Prod/Sales: ----- Well U.W.I. Status/Type -----
S/S OIL: Min:			5.00000000	Max:	15.00000000	Div: 1/23.8365	200/B-053-H/094-B-08/00PRODUCING/GAS
Other Percent:				Min:			200/B-053-H/094-B-08/02PRODUCING/GAS
Paid to: PAID TO (C)			100.00000000	Paid by: PAID BY (C)			
PRAIRIESKY				NORTHPOINT RES	100.00000000		
ROYALTY DEDUCTIONS - Oct 23, 2006							
ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHODOLOGY - A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESSION FEES JOINT INDUSTRY TASK FORCE REPORT". SEE SCHEDULE "D" TO SEPT. 1/06 AGREEMENT							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.00000000	% of PROD		
Roy Percent:							
Gas: Royalty:			Min Pay:				Prod/Sales:
S/S OIL: Min:			Max:				Prod/Sales:
Other Percent:							Prod/Sales:
Paid to: LESSOR (M)			100.00000000	Paid by: W/I (M)			
BC MINISTRY				NORTHPOINT RES	100.00000000		

NM-0076 PNG CR Eff: Aug 24, 2000 Exp: Aug 23, 2010 859.000 NC-0060 BB W/I 100.00000000 Area : ALTARES
Sub: GG 51013 NTS 094-B-8 BLK H UNITS 34, 35,

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REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)

NM-0076
Sub: GG
ACTIVE

100.000000000 CANBRIAM
Ext: 58(3) A
Count Acreage = No
Total Rental: 0.00
44, 45, 52, 53, 54, 55, 62, 63,
64, 65
PNG IN MONTNEY, NORDEGG AND DOIG

Status	Hectares	Net	Hectares	Net	Related Contracts
NON PRODUCING Prod:	0.000	0.000	859.000	0.000	NC-0052 M ORR Sep 01, 2006 NC-0060 BB FO May 06, 2008 NC-0062 A EARNING Aug 04, 2009 NC-0067 A TRUST Aug 04, 2009

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTYS	ALL PRODUCTS	Y	N	% of
Roy Percent:				
Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

Paid to: LESSOR (M)
BC MINISTRY 100.000000000
Paid by: WI (C)
CANBRIAM 100.000000000

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
GROSS OVERRIDING ROYALTY	ALL PRODUCTS	N	N	% of PROD
Roy Percent:	4.000000000			
Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

Paid to: PAIDTO (R)
DEVONC 100.000000000
Paid by: WI (C)
CANBRIAM 100.000000000

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NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

Lease Description / Rights Held

(cont'd)

NM-0076	GG						Remarks
Type	Date	Description					
GENERAL		NORTHPOINT HOLDS CANBRIAMS INTEREST IN TRUST - TRUST AGREEMENT DATED AUGUST 4, 2009 ATTACHED AS SCHEDULE C TO THE ELECTION AND EXCHANGE AGMT - NC-0062					

NM-0076	PNG	CR	Eff: Aug 24, 2000	287.000	WI	Area : ALTARES
Sub: H	51013		Exp: Aug 23, 2010	287.000	NORTHPOINT RES	NTS 094-B-8 BLK H UNITS 32, 33, 42, 43
ACTIVE			Ext: 58(3) A	287.000		ALL PNG TO BASE MONTNEY, EXCL 200/A-033-H/094-B-08 WELL & EXCL PNG IN BLUESKY, MONTNEY, NORDEGG AND DOIG
100.00000000	NORTHPOINT RES	Count Acreage = No	Total Rental:	0.00		
	CANBRIAM					
Status	PRODUCING	Prod:	Hectares	Net	Hectares	Net
			287.000	287.000	0.000	0.000
Royalty / Encumbrances						
Related Contracts						
----- Well U.W.I. Status/Type -----						
NC-0025 E ROYALTY Feb 01, 2005 (I)						
NC-0050 A A&D Jul 07, 2006						
NC-0052 D ORR Sep 01, 2006						
NC-0060 B FO May 06, 2008						
NC-0062 A EARNING Aug 04, 2009						
NC-0060 BB FO May 06, 2008						
----- Well U.W.I. Status/Type -----						
200/B-033-H/094-B-08/000DA&RE/GAS						
200/B-043-H/094-B-08/000STANDING/GAS						
202/A-033-H/094-B-08/02STANDING/GAS						
200/B-033-H/094-B-08/02PRODUCING/GAS						
200/C-043-H/094-B-08/00PRODUCING/GAS						

<Linked> Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
	NC-0052 D GROSS OVERRIDING ROYALTY	ALL PRODUCTS	Y	N 26.66670000 % of PROD
	Roy Percent:			
	Gas: Royalty:	15.000000000	Min Pay:	Prod/Sales:
	S/S Oil: Min:	5.000000000	Max: 1/23.8365	Prod/Sales: PROD
Other Percent:			Min:	Prod/Sales:
Paid to: PAID TO (C)			Paid by: PAID BY (C)	
PRAIRIESKY		100.000000000	NORTHPOINT RES	100.000000000

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REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

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

(cont'd)

NM-0076 H ROYALTY DEDUCTIONS - Oct 18, 2006
200/A-033-H/094-B-08/02SUSPENDED/GAS
ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHADODOLOGY - A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESSING FEES JOINT INDUSTRY TASK FORCE REPORT". SEE SCHEDULE "D" TO SEPTEMBER 1/06 AGREEMENT

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
CROWN SLIDING SCALE ROYALTYALL PRODUCTS Y N 100.00000000 % of PROD

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

Paid to: LESSOR (M) Paid by: W/I (M)
BC MINISTRY 100.00000000 NORTHPOINT RES 100.00000000

Area : ALTARES
NTS 094-B-8 BLK H UNITS 32, 33,
42, 43
PNG IN MONTNEY, NORDEGG AND
DOIG

----- Related Contracts -----
NC-0052 N ORR Sep 01, 2006
NC-0060 BB FO May 06, 2008
NC-0062 A EARNING Aug 04, 2009
NC-0067 A TRUST Aug 04, 2009

Status Hectares Net
NON PRODUCING Prod: 0.000 NProd: 287.000 0.000
Total Rental: 0.00
Count Acreage = No
Royalty / Encumbrances

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.	Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Lease No/Name		Gross					
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*	*		
(cont'd)								
NM-0076	HH		CROWN SLIDING SCALE ROYALTY ALL PRODUCTS					
		Roy Percent:					N	100.00000000 % of PROD
		Gas: Royalty:		Min Pay:				Prod/Sales:
		S/S OIL: Min:		Div:				Prod/Sales:
		Other Percent:		Min:				Prod/Sales:
		Paid to: LESSOR (M)		Paid by: WI		(C)		
		BC MINISTRY	100.00000000	CANBRIAM				100.00000000
Royalty / Encumbrances								
		Royalty Type	Product Type	Sliding Scale	Convertible			% of Prod/Sales
		GROSS OVERRIDING ROYALTY	ALL PRODUCTS	N	N			100.00000000 % of PROD
		Roy Percent: 4.00000000						
		Gas: Royalty:		Min Pay:				Prod/Sales:
		S/S OIL: Min:		Div:				Prod/Sales:
		Other Percent:		Min:				Prod/Sales:
		Paid to: PAIDTO (R)		Paid by: WI		(C)		
		DEVONC	100.00000000	CANBRIAM				100.00000000
Remarks								
	Type	Date	Description					
	GENERAL		NORTHPOINT HOLDS CANBRIAMS INTEREST IN TRUST - TRUST AGREEMENT DATED AUGUST 4, 2009 ATTACHED AS SCHEDULE C TO THE ELECTION AND EXCHANGE AGMT - NC-0062					
NM-0076	PNG	CR	Eff: Aug 24, 2000	287.000	NC-0052	E	BPEN	Area : ALTARES
Sub: 1	51013		Exp: Aug 23, 2010	287.000	NORTHPOINT RES		100.00000000	NTS 094-B-8 BLK H UNITS 12, 13,

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REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

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

(cont'd)

NM-0076
Sub: 1
ACTIVE
100.000000000

Ext: 58(3) A
NORTHPOINT RES
CANBRIAM
287.000
Total Rental: 0.00

Status	Prod:	Hectares	Net	Hectares	Net
PRODUCING	287.000	287.000	287.000	0.000	0.000
Related Contracts					
NC-0001 A	A&D	Nov 03, 2004			
NC-0005 A	ORR	Dec 01, 2003 (I)			
NC-0050 A	A&D	Jul 07, 2006			
NC-0052 E	ORR	Sep 01, 2006			
NC-0062 A	EARNING	Aug 04, 2009			

Royalty / Encumbrances

<Linked> Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0052 E GROSS OVERRIDING ROYALTY	ALL PRODUCTS	Y	N	26.66670000 % of PROD

Roy Percent:

Gas: Royalty: 15.000000000

S/S Oil: Min: 5.000000000

Other Percent:

Min Pay: 15.000000000

Max: 15.000000000 Div: 1/23.8365

Min:

Prod/Sales:

Prod/Sales:

Prod/Sales:

Paid to: PAID TO (C)
PRAIRIESKY

Paid by: PAID BY (C)
NORTHPOINT RES

100.000000000
100.000000000

PAYOUT PROVISION -

THE PENALTY IS ONLY ON THE 200/D-13-H AND 202/C-014-H/94-B-8 WELLS

ROYALTY DEDUCTIONS - Oct 23, 2006

ROYALTY ONLY PAYABLE AFTER PENALTY PAYOUT

ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO

DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHODOLOGY -

A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESSION FEES JOINT

INDUSTRY TASK FORCE REPORT". SEE SCHEDULE "D" TO SEPT. 1/06 AGREEMENT

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NM-0076

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ROYALTALL PRODUCTS	Y	N	100.00000000 % of PROD

Roy Percent:

Gas: Royalty:

S/S OIL: Min:

Other Percent:

Min Pay:

Div:

Min:

Paid to: LESSOR (M)

BC MINISTRY

Paid by: BPEN (C)

NORTHPOINT RES	100.000000000
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Remarks

[illegible]

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NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

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

(cont'd)

NM-0076	J	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	Well U.W.I.	Status/Type
		CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N	100.00000000	% of PROD		
		Roy Percent:						
		Gas: Royalty:	Min Pay:			Prod/Sales:		
		S/S OIL: Min:	Max:	Div:		Prod/Sales:		
		Other Percent:		Min:		Prod/Sales:		
		Paid to: LESSOR (M)	Paid by: BPEN (C)					
		BC MINISTRY	NORTHPOINT RES	100.00000000				
		100.00000000						
		Remarks						

Type: GENERAL
Date: DEVON DID NOT PARTICIPATE IN C-14-H AND IN 300% PENALTY.
Description: AFTER PENALTY RECOVERY DEVON REVERTS TO NCGORR OF 1/150 (5-15%) 15% BASED ON 26.67% OF PRODUCTION.

NM-0076	PNG	CR	Eff: Aug 24, 2000	287.000	NC-0069	A	No	WI
Sub: K	51013		Exp: Aug 23, 2010	287.000	KELTLNG			33.330000000
ACTIVE			Ext: 58(3) A	191.343	NORTHPOINT RES			66.670000000
100.000000000		CANBRIAM	Count Acreage =		No	Total Rental:	0.00	
		Status	PRODUCING	Prod:	287.000	Hectares	Net	
					191.343	NProd:	0.000	0.000
Related Contracts								
		NC-0052 S	ORR	Sep 01, 2006				
		NC-0069 A	JOA	Jul 04, 2013				
		NC-0071 A	TRUST	Jul 04, 2013				
		NC-0060 BB	FO	May 06, 2008				
Area : ALTARES								
NTS 094-B-8 BLK H UNITS 32, 33, 42, 43								
ALL PNG IN BLUESKY ONLY								
Well U.W.I. Status/Type								
		200/B-033-H/094-B-08/02	PRODUCING/GAS					

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0076

Roy Percent:

Gas: Royalty: K

S/S OIL: Min:

Other Percent:

Paid to: LESSOR (M)

BC MINISTRY

100.000000000

Max:

Min Pay:

Div:

Min:

Paid by: WI (C)

KELTLNG

NORTHPOINT RES

33.330000000

66.670000000

Prod/Sales:

Prod/Sales:

Prod/Sales:

Royalty / Encumbrances

<Linked> Royalty Type

NC-0052 S GROSS OVERRIDING ROYALTY

Product Type ALL PRODUCTS

Sliding Scale Y

Convertible N

% of Prod/Sales 26.66670000

% of PROD

Roy Percent:

Gas: Royalty: 15.000000000

S/S OIL: Min: 5.000000000

Other Percent:

Max: 15.000000000

Div: 1/23.8365

Min:

Prod/Sales:

Prod/Sales: PROD

Prod/Sales:

Paid to: PAID TO (C)

PRAIRIESKY

100.000000000

Max:

Min Pay:

Div:

Min:

Paid by: PAID BY (C)

NORTHPOINT RES

KELTLNG

66.670000000

33.330000000

Prod/Sales:

Prod/Sales:

Prod/Sales:

ROYALTY DEDUCTIONS - Oct 18, 2006

ALL GROSS OVERRIDING ROYALTY RESERVED BY DEVON SHALL BE SUBJECT TO DEDUCTIONS AS SET FORTH IN THE "JP-05: INDUSTRY FEE CALCULATION METHADODOLOGY - A RECOMMENDED PRACTICE FOR THE NEGOTIATION OF PROCESSING FEES JOINT INDUSTRY TASK FORCE REPORT". SEE SCHEDULE "D" TO SEPTEMBER 1/06 AGREEMENT

Remarks

Type	Date	Description
GENERAL		RENTAL FOR ACREAGE ON THIS SPLIT AND SPLIT NM-0076 H is

Category: MINERAL

(cont'd)

Remarks

Status	Hectares	Net	Hectares	Net
NON PRODUCING	0.000	0.000	287.000	287.000
PRODUCING				

Related Contracts

NC-0072 A	TRUST	Feb 01, 2011
NC-0073 A	CONVEY	Feb 01, 2011

Royalty / Encumbrances

Status/Type

200/C-061-G/094-B-08/00D&A/D&A

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	100.00000000
Roy Percent:				
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: LESSOR (M)		Paid by: WI (C)		
BC MINISTRY	100.00000000	NORTHPOINT RES		100.00000000
		CANBRIAM		

Remarks

Type	Date	Description
GENERAL		CANBRIAM HOLDS NORTHPOINT'S INTEREST IN TRUST VIA TRUST

Report Date: Aug 11, 2016
Page Number: 63

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

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

(cont'd)

NM-0080	A	Remarks
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Type	Date	Description
ASSIGNMENT	Jul 04, 2013	AGREEMENT DATED FEB 01 2011 NORTHPOINT ENERGY LTD. ASSIGNS ITS INTEREST IN TRUST AGREEMENT DATED FEB 01 2011 TO NORTHPOINT RESOURCES LTD. EFFECTIVE JULY 4, 2013 VIA NOTICE OF ASSIGNMENT SENT NOV. 29, 2013 TO CANBRIAM WITH A BINDING DATE OF FEB 01 2014.

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	
File Status	Lease No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
Category Total:		Total Gross:	7,751,000	Total Net:	7,431,834		
		Prod Gross:	2,840,000	Prod Net:	2,760,139	NProd Gross:	4,911,000
						NProd Net:	4,671,695
Report Total:		Total Gross:	7,751,000	Total Net:	7,431,834		
		Prod Gross:	2,840,000	Prod Net:	2,760,139	NProd Gross:	4,911,000
						NProd Net:	4,671,695

Report Date: Aug 11, 2016
Page Number: 1

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Lease No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
NM-0023	PNG	CR	215.000	NC-0013	A	No	Area : ALTARES WEST
Sub: A	14087		215.000	NORTHPOINT RES			NTS 094-B-08 BLK G UNITS 72,
ACTIVE			139.750	MWG PARTNERS			73, 83
	PROGRESS ECL			B. STEFANICH			PNG BELOW BASE BLUESKY TO TOP
100.00000000	PROGRESS ECL			PROGRESS ECL			HALFWAY EXCL. PNG IN NORDEGG
		Count Acreage =	No	JAPEX MONTNEY			
				LAW INVESTMENTS			
				PBRUNEI			
				INDOIL MONTNEY			
				SINOPEC HUADIAN			
				Total Rental:	1612.50		
Status			Hectares	Net	Hectares	Net	
NON PRODUCING Prod:			0.000	0.000	NProd:	215.000	
						139.750	

Related Contracts		
NC-0001 B	A&D	Nov 03, 2004
NC-0013 A	QUIET TTTL	Jul 12, 1994
NC-0017 A	ROYALTY	Mar 20, 1995
NC-0018 A	ORR	Mar 20, 1995
NC-0020 A	EARNING	Oct 01, 2001 (I)
NC-0027 A	QUIT CLAIM	Dec 01, 2004
NC-0050 A	A&D	Jul 07, 2006
NC-0060 S	FO	May 06, 2008
NC-0062 A	EARNING	Aug 04, 2009

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0017 A	GROSS OVERRIDING ROYALTY	ALL PRODUCTS	N	N	65.000000000 % of PROD
Roy Percent:	3.000000000				
Gas: Royalty:		Min Pay:			Prod/Sales:
S/S OIL: Min:		Div:			Prod/Sales:
Other Percent:		Min:			Prod/Sales:
Paid to:	PAID TO (C)	Paid by:	PAID BY (C)		
JOHN T. COOK	100.000000000	NORTHPOINT RES	100.000000000		

ROYALTY DEDUCTIONS -

CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF PERMITTED DEDUCTIONS.

PRODUCTION % ALLOCATION -

THE ROYALTY IS PAID ON 65% OF PRODUCED SUBSTANCES ON PNG FROM BASE BLUESKY

NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0023 A TO TOP OF HALFWAY

<Linked> Royalty Type
NC-0018 A GROSS OVERRIDING ROYALTY
Product Type ALL PRODUCTS Sliding Scale N Convertible N % of Prod/Sales 65.00000000 % of PROD

Roy Percent: 3.00000000
Gas: Royalty:
S/S OIL: Min:
Other Percent:

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

Paid to: PAID TO (C)
389830 ALBERTA 50.000000000
366872 ALBERTA 50.000000000

Paid by: PAID BY (C)
NORTHPOINT RES 100.000000000

ROYALTY DEDUCTIONS -

THE OVERRIDING ROYALTY IS CALCULATED AS THE SAME PRICE AND TERMS AS VENDOR RECEIVES FOR ITS OWN SHARE. ASSUME CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF DEDUCTIONS.

PRODUCTION % ALLOCATION -

THE ROYALTY IS PAID ON 100% OF PRODUCED SUBSTANCES BELOW TOP OF HALFWAY AND ON 65% OF PRODUCTION FROM PNG FROM BASE BLUESKY TO TOP OF HALFWAY

Royalty Type
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS
Product Type ALL PRODUCTS Sliding Scale Y Convertible N % of Prod/Sales % of

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

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

Paid to: LESSOR (M) Paid by: WI (C)

(cont'd)

NM-0023	A	BC MINISTRY	100.00000000	NORTHPOINT RES	65.00000000
				MWG PARTNERS	3.00550000
				B. STEFANICH	1.06200000
				PROGRESS ECL	20.53428000
				JAPEX MONTNEY	2.45690000
				LAW INVESTMENTS	1.06200000
				PBRUNEI	0.73707000
				INDOIL MONTNEY	2.45690000
				SINOPEC HUADIAN	3.68535000

[illegible]

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0023	B	Paid to: PAID TO (C)		Paid by: PAID BY (C)			200/D-083-G/094-B-08/02SUSPENDED/GAS
		389830 ALBERTA	50.000000000	NORTHPOINT RES	100.000000000		
		366872 ALBERTA	50.000000000				

ROYALTY DEDUCTIONS -

THE OVERRIDING ROYALTY IS CALCULATED AS THE SAME PRICE AND TERMS AS VENDOR RECEIVES FOR ITS OWN SHARE. ASSUME CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF DEDUCTIONS.

PRODUCTION % ALLOCATION -

THE ROYALTY IS PAID ON 100% OF PRODUCED SUBSTANCES BELOW TOP OF HALFWAY AND ON 65% OF PRODUCTION FROM PNG FROM BASE BLUESKY TO TOP OF HALFWAY

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N		% of
Roy Percent:				
Gas: Royalty:	Min Pay:			Prod/Sales:
S/S OIL: Min:	Div:			Prod/Sales:
Other Percent:	Min:			Prod/Sales:
Paid to: LESSOR (M)	Paid by: WI (C)			
BC MINISTRY	NORTHPOINT RES	100.000000000	100.000000000	
<Linked> Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0017 C GROSS OVERRIDING ROYALTY	ALL PRODUCTS	N	N	% of PROD
Roy Percent: 3.000000000				
Gas: Royalty:	Min Pay:			Prod/Sales:
S/S OIL: Min:	Div:			Prod/Sales:
Other Percent:	Min:			Prod/Sales:
Paid to: PAID TO (C)	Paid by: PAID BY (C)			

Page Number: 5

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0023	B	JOHN T. COOK	100.00000000	NORTHPOINT RES	100.00000000
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ROYALTY DEDUCTIONS -

CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF PERMITTED DEDUCTIONS.

PRODUCTION % ALLOCATION -

THE ROYALTY IS PAID ON 100% OF PRODUCED SUBSTANCES FROM TOP HALF-WAY TO
BASE ARTEX-HALEWAY-DOIG

Remarks

Type	Date	Description
GENERAL	Jan 18, 2013	RENTALS CALCULATED ON SUB A

NM-0024	PNG	CR	Eff: Aug 28, 1985	143.000	NC-0013 A No	WI
Sub: A	14086		Exp: Aug 27, 1995	143.000	NORTHPOINT RES	65.00000000
ACTIVE			Ext: 58(3) A	92.950	MWG PARTNERS	3.00550000
	PROGRESS ECL		B. STEFANICH			1.06200000
100.00000000	PROGRESS ECL		Count Acreage = No			20.53428000
			JAPEX MONTNEY			2.45690000
			LAW INVESTMENTS			1.06200000
			PBRUNEI			0.73707000
			INDOIL MONTNEY			2.45690000
			SINOPEC HUADIAN			3.68535000
			Total Rental:	1072.50		
	Status	Hectares	Net		Hectares	Net
	NON PRODUCING Prod:	0.000	0.000	NProd:	143.000	92.950

Report Date: Aug 11, 2016
Page Number: 6

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0024
Sub: A

Royalty / Encumbrances

<Linked> Royalty Type
NC-0017 A GROSS OVERRIDING ROYALTY
Product Type ALL PRODUCTS Sliding Scale N Convertible N % of Prod/Sales 65.000000000
Roy Percent: 3.000000000
Gas: Royalty:
S/S Oil: Min:
Other Percent:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:
Paid to: PAID TO (C)
JOHN T. COOK 100.000000000
Paid by: PAID BY (C)
NORTHPOINT RES 100.000000000

ROYALTY DEDUCTIONS -
CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF PERMITTED DEDUCTIONS.
PRODUCTION % ALLOCATION -
THE ROYALTY IS PAID ON 65% OF PRODUCED SUBSTANCES ON PNG FROM BASE BLUESKY TO TOP OF HALFWAY

<Linked> Royalty Type
NC-0018 A GROSS OVERRIDING ROYALTY
Product Type ALL PRODUCTS Sliding Scale N Convertible N % of Prod/Sales 65.000000000
Roy Percent: 3.000000000
Gas: Royalty:
S/S Oil: Min:
Other Percent:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:
Paid to: PAID TO (C)
Paid by: PAID BY (C)

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0024	A	389830 ALBERTA	50.000000000		NORTHPOINT RES	100.000000000	
		366872 ALBERTA	50.000000000				

ROYALTY DEDUCTIONS -

THE OVERRIDING ROYALTY IS CALCULATED AS THE SAME PRICE AND TERMS AS VENDOR RECEIVES FOR ITS OWN SHARE. ASSUME CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF DEDUCTIONS.

PRODUCTION % ALLOCATION -

THE ROYALTY IS PAID ON 100% OF PRODUCED SUBSTANCES BELOW TOP OF HALFWAY AND ON 65% OF PRODUCTION FROM PNG FROM BASE BLUESKY TO TOP OF HALFWAY

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS	Y	N	% of PROD	
Roy Percent:				
Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
S/S Oil: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: LESSOR (M)	Paid by: W/ (C)			
BC MINISTRY	NORTHPOINT RES			65.000000000
	MWG PARTNERS			3.005500000
	B. STEFANICH			1.062000000
	PROGRESS ECL			20.534280000
	JAPEX MONTNEY			2.456900000
	LAW INVESTMENTS			1.062000000
	PBRUNEI			0.737070000
	INDOIL MONTNEY			2.456900000
	SINOPEC HUADIAN			3.685350000

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

***REPORTED IN HECTARES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Lease No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held
NM-0024	PNG	CR	Eff: Aug 28, 1985	NC-0013 B	No	Area : ALTARES WEST
Sub: B	14086		Exp: Aug 27, 1995	NORTHPOINT RES		NTS 094-B-08 BLK G UNIT 93
ACTIVE			Ext: 58(3) A	143.000		NTS 094-B-08 BLK J UNIT 3
	NORTHPOINT RES		Total Rental:	0.00		PNG FROM TOP HALFWAY TO BASE
100.00000000	PROGRESS ECL					ARTEX-HALFWAY-DOIG
Related Contracts						
	Status	Hectares	Net	Hectares	Net	
	NON PRODUCING Prod:	0.000	0.000	NPProd:	143.000	NC-0001 B A&D Nov 03, 2004
						NC-0013 B QUIET TITL Jul 12, 1994
						NC-0017 C ROYALTY Mar 20, 1995
						NC-0018 C ORR Mar 20, 1995
						NC-0027 A QUIT CLAIM Dec 01, 2004
						NC-0050 A A&D Jul 07, 2006
						NC-0018 A ORR Mar 20, 1995
<<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
NC-0018 A GROSS OVERRIDING ROYALTY	ALL PRODUCTS	N	N	65.00000000	% of PROD	

ROYALTY DEDUCTIONS -

THE OVERRIDING ROYALTY IS CALCULATED AS THE SAME PRICE AND TERMS AS VENDOR RECEIVES FOR ITS OWN SHARE. ASSUME CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF DEDUCTIONS.

PRODUCTION % ALLOCATION -

THE ROYALTY IS PAID ON 100% OF PRODUCED SUBSTANCES BELOW TOP OF HALFWAY AND ON 65% OF PRODUCTION FROM PNG FROM BASE BLUESKY TO TOP OF HALFWAY

Report Date: Aug 11, 2016

Page Number: 9

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

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

(cont'd)

NIM-0024	B		Royalty / Encumbrances				
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Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	% of PROD
Roy Percent:				
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

Paid to: LESSOR (M)	Paid by: WI (C)
BC MINISTRY	NORTHPOINT RES
100.000000000	100.000000000

<Linked> Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0017 C GROSS OVERRIDING ROYALTY	ALL PRODUCTS	N	N	% of PROD
Roy Percent: 3.000000000				
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

Paid to: PAID TO (C)	Paid by: PAID BY (C)
JOHN T. COOK	NORTHPOINT RES
100.000000000	100.000000000

ROYALTY DEDUCTIONS -

CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF PERMITTED DEDUCTIONS.

PRODUCTION % ALLOCATION -

THE ROYALTY IS PAID ON 100% OF PRODUCED SUBSTANCES FROM TOP HALFWAY TO BASE ARTEX-HALFWAY-DOIG

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)

Paid to: PAID TO (C) Paid by: PAID BY (C)
JOHN T. COOK 100.000000000 NORTHPOINT RES 100.000000000

ROYALTY DEDUCTIONS -

CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF PERMITTED DEDUCTIONS.

PRODUCTION % ALLOCATION -

THE ROYALTY IS PAID ON 65% OF PRODUCED SUBSTANCES ON PNG FROM BASE BLUESKY TO TOP OF HALFWAY

NM-0025

A

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0018 A GROSS OVERRIDING ROYALTY	ALL PRODUCTS	N	N	65.00000000	% of PROD
Roy Percent:	3.00000000				
Gas: Royalty:					
S/S OIL: Min:					
Other Percent:					
		Min Pay:			Prod/Sales:
		Max:			Prod/Sales:
		Div:			Prod/Sales:
		Min:			
Paid to: PAID TO (C)		Paid by: PAID BY (C)			
389830 ALBERTA	50.000000000	NORTHPOINT RES	100.000000000		
366872 ALBERTA	50.000000000				

ROYALTY DEDUCTIONS -

THE OVERRIDING ROYALTY IS CALCULATED AS THE SAME PRICE AND TERMS AS VENDOR RECEIVES FOR ITS OWN SHARE. ASSUME CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF DEDUCTIONS.

PRODUCTION % ALLOCATION -

THE ROYALTY IS PAID ON 100% OF PRODUCED SUBSTANCES BELOW TOP OF HALFWAY

Category: MINERAL

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

NM-0025 · A AND ON 65% OF PRODUCTION FROM PNG FROM BASE BLUESKY TO TOP OF HALFWAY

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

Paid to: LESSOR	(M)	Paid by: WI	(C)
BC MINISTRY	100.00000000	NORTHPOINT RES	65.00000000
		MWG PARTNERS	3.00550000
		B. STEFANICH	1.06200000
		PROGRESS ECL	20.53428000
		JAPEX MONTNEY	2.45690000
		LAW INVESTMENTS	1.06200000
		PBRUNEI	0.73707000
		INDOIL MONTNEY	2.45690000
		SINOPEC HUADIAN	3.68535000

Area : ALTARES WEST
NTS 094-B-08 BLK G UNIT 92
PNG FROM TOP HALFWAY TO BASE
ARTEX-HALFWAY-DOIG

----- Related Contracts -----		
NC-0001 B	A&D	Nov 03, 2004
NC-0013 B	QUIET TITL	Jul 12, 1994

Status	Hectares	Net	Hectares	Net
NON PRODUCING	0.000	0.000	NPProd:	72.000

CS*EXPLORER Version: 7.00.06

Report Date: Aug 11, 2016
Page Number: 13

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)

NM-0025
Sub: B

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0018 A	GROSS OVERRIDING ROYALTY	ALL PRODUCTS	N	N	65.000000000 % of PROD

Roy Percent: 3.000000000

Gas: Royalty:

S/S OIL: Min:

Other Percent:

Min Pay:

Div:

Min:

Prod/Sales:

Prod/Sales:

Prod/Sales:

Paid to: PAID TO (C)

389830 ALBERTA

366872 ALBERTA

Paid by: PAID BY (C)

50.000000000

50.000000000

Paid by: PAID BY (C)

NORTHPOINT RES

100.000000000

ROYALTY DEDUCTIONS -

THE OVERRIDING ROYALTY IS CALCULATED AS THE SAME PRICE AND TERMS AS VENDOR RECEIVES FOR ITS OWN SHARE. ASSUME CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF DEDUCTIONS.

PRODUCTION % ALLOCATION -

THE ROYALTY IS PAID ON 100% OF PRODUCED SUBSTANCES BELOW TOP OF HALFWAY AND ON 65% OF PRODUCTION FROM PNG FROM BASE BLUESKY TO TOP OF HALFWAY

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

Roy Percent:

Gas: Royalty:

S/S OIL: Min:

Other Percent:

Min Pay:

Div:

Min:

Prod/Sales:

Prod/Sales:

Prod/Sales:

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)

Paid to: LESSOR (M) BC MINISTRY
Paid by: WI (C) NORTHPOINT RES
100.000000000 100.000000000

NM-0025 B Royalty / Encumbrances

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
NC-0017 C GROSS OVERRIDING ROYALTY ALL PRODUCTS N N 100.000000000 % of PROD

Roy Percent: 3.000000000
Gas: Royalty: Max: Min Pay: Prod/Sales:
S/S OIL: Min: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Paid to: PAID TO (C) JOHN T. COOK
Paid by: PAID BY (C) NORTHPOINT RES
100.000000000 100.000000000

ROYALTY DEDUCTIONS -
CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF PERMITTED DEDUCTIONS.
PRODUCTION % ALLOCATION -
THE ROYALTY IS PAID ON 100% OF PRODUCED SUBSTANCES FROM TOP HALFWAY TO BASE ARTEX-HALFWAY-DOIG

Remarks

Type Date Description
GENERAL Jan 18, 2013 RENTALS CALCULATED ON SUB A

NM-0026 PNG CR Eff: Apr 07, 1976 72.000 NC-0013 A No WI Area : ALTARES WEST

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)

[illegible]

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NC-0017 A GROSS OVERRIDING ROYALTY		ALL PRODUCTS	N	N	65.00000000
	Roy Percent:	3.00000000			
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	PAID TO (C)	Paid by:	PAID BY (C)	
	JOHN T. COOK	100.00000000	NORTHPOINT RES	100.00000000	

ROYALTY DEDUCTIONS -

CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)

NM-0026 A DESCRIPTION OF PERMITTED DEDUCTIONS.
PRODUCTION % ALLOCATION -
THE ROYALTY IS PAID ON 65% OF PRODUCED SUBSTANCES ON PNG FROM BASE BLUESKY TO TOP OF HALFWAY

<Linked> Royalty Type
NC-0018 A GROSS OVERRIDING ROYALTY
Product Type ALL PRODUCTS Sliding Scale Convertible % of Prod/Sales
N N 65.00000000 % of PROD
Roy Percent: 3.000000000
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Max:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:
Paid to: PAID TO (C)
369830 ALBERTA 50.000000000
366872 ALBERTA 50.000000000
Paid by: PAID BY (C)
NORTHPOINT RES 100.000000000

ROYALTY DEDUCTIONS -
THE OVERRIDING ROYALTY IS CALCULATED AS THE SAME PRICE AND TERMS AS VENDOR RECEIVES FOR ITS OWN SHARE. ASSUME CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF DEDUCTIONS.

PRODUCTION % ALLOCATION -
THE ROYALTY IS PAID ON 100% OF PRODUCED SUBSTANCES BELOW TOP OF HALFWAY AND ON 65% OF PRODUCTION FROM PNG FROM BASE BLUESKY TO TOP OF HALFWAY

Royalty Type
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS Sliding Scale Convertible % of Prod/Sales
Y N
Roy Percent:
Gas: Royalty:
S/S OIL: Min:
Max:
Min Pay:
Div:
Prod/Sales:
Prod/Sales:

Report Date: Aug 11, 2016
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NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

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

(cont'd)

Other Percent: Min: Prod/Sales:

Paid to:	LESSOR (M)	Paid by:	WI (C)
BC MINISTRY	100.000000000	NORTHPOINT RES	65.000000000
		MWG PARTNERS	3.005500000
		B. STEFANICH	1.062000000
		PROGRESS ECL	20.53428000
		JAPEX MONTNEY	2.456900000
		LAW INVESTMENTS	1.062000000
		PBRUNEI	0.737070000
		INDOIL MONTNEY	2.456900000
		SINOPEC HUADIAN	3.685350000

NIM-0026		PNG	CR	Eff: Apr 07, 1976	72.000	NC-0013	B	No	WI
Sub: B		7932		Exp: Apr 06, 1986	72.000	NORTHPOINT RES			100.000000000
ACTIVE				Ext: 58(3) A	72.000				
		NORTHPOINT RES		Total Rental:				0.00	
100.000000000		PROGRESS ECL							
Status				Hectares	Net	Hectares		Net	
NON PRODUCING Prod:				0.000	0.000	72.000		72.000	
					NProd:				
				Royalty / Encumbrances					
<Linked>		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
NC-0018 A		GROSS OVERRIDING ROYALTY	ALL PRODUCTS	N	N	65.000000000		% of PROD	
Roy Percent:		3.000000000		Min Pay:		Prod/Sales:			
Gas: Royalty:				Div:		Prod/Sales:			
S/S OIL: Min:									
				Max:					

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

Other Percent: Min: Prod/Sales:

Paid to: PAID TO (C)
389830 ALBERTA 50.000000000
366872 ALBERTA 50.000000000
Paid by: PAID BY (C)
NORTHPOINT RES 100.000000000

ROYALTY DEDUCTIONS -

THE OVERRIDING ROYALTY IS CALCULATED AS THE SAME PRICE AND TERMS AS VENDOR RECEIVES FOR ITS OWN SHARE. ASSUME CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF DEDUCTIONS.

PRODUCTION % ALLOCATION -

THE ROYALTY IS PAID ON 100% OF PRODUCED SUBSTANCES BELOW TOP OF HALFWAY AND ON 65% OF PRODUCTION FROM PNG FROM BASE BLUESKY TO TOP OF HALFWAY

NM-0026 B

Royalty / Encumbrances

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
CROWN SLIDING SCALE ROYALTY ALL PRODUCTS Y N % of PROD
Roy Percent:
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:
Paid to: LESSOR (M) Paid by: WI (C)
BC MINISTRY 100.000000000 NORTHPOINT RES 100.000000000

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
NC-0017 C GROSS OVERRIDING ROYALTY ALL PRODUCTS N 100.000000000 % of PROD
Roy Percent: 3.000000000
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Prod/Sales:

REPORTED IN HECTARES

(cont'd)

ROYALTY DEDUCTIONS -
CROWN EQUIVALENT DEDUCTIONS. SEE ROYALTY AGREEMENT FOR DETAILED DESCRIPTION OF PERMITTED DEDUCTIONS.

PRODUCTION % ALLOCATION -
THE ROYALTY IS PAID ON 100% OF PRODUCED SUBSTANCES FROM TOP HALFWAY TO BASE ARTEX-HALFWAY-DOIG

CS*EXPLORER Version: 7.00.06

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

CS*EXPLORER Version: 7.00.06

REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD. Mineral Property Report

Category: MINERAL

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

(cont'd)

Other Percent:			Min:	Prod/Sales:
Paid to:	LESSOR (M)	Paid by:	WI (M)	
BC MINISTRY		CANBRIAM		45.000000000
	100.000000000	SUNCOR ERP		35.000000000
		SUMMITT		20.000000000

Remarks

Type	Date	Description
GENERAL	Jan 18, 2013	RENTALS CALCULATED ON SUB A

NM-0028	PNG	CR	Eff: Aug 28, 1996	286.000	NC-0015 C	No	BPEN
Sub: C	46867		Exp: Aug 27, 2006	286.000	NORTHPOINT RES		65.000000000
ACTIVE			Ext: 58(3) A	185.900	SUNCOR E&P PART		35.000000000
	SUNCOR ERP						
100.000000000	SUNCOR ERP		Count Acreage =	No	Total Rental:	0.00	

Area : ALTARES WEST

NTS 094-B-08 BLK J UNITS 34,

35, 44, 45

200/B-45-J/94-B-8/02 CADOMIN

WELL EVENT

Status	Hectares	Net	Hectares	Net
NON PRODUCING Prod:	0.000	0.000	286.000	185.900

Related Contracts

NC-0001 A	A&D	Nov 03, 2004
NC-0015 C	FO	Feb 08, 2001
NC-0042 A	A&D	Feb 08, 2006
NC-0047 A	PARTIC	Jul 17, 2001
NC-0050 B	A&D	Jul 07, 2006
NC-0060 O	FO	May 06, 2008

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTALL PRODUCTS	Y	N		% of

Roy Percent:	Min Pay:	Prod/Sales:
Gas: Royalty:	Div:	Prod/Sales:
S/S OIL: Min:	Min:	Prod/Sales:
Other Percent:		

Well U.W.I. Status/Type
200/B-045-J/094-B-08/02 SUSPENDED/GAS

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NORTHPOINT RESOURCES LTD. **Mineral Property Report**

Category: MINERAL

REPORTED IN HECTARES

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

(cont'd)

NM-0028 C Paid to: LESSOR (M) BC MINISTRY
Paid by: BPEN (C)
NORTHPOINT RES 65.000000000
SUNCOR E&P PART 35.000000000

Remarks

Type **Date** **Description**
GENERAL
BLUE MOUNTAIN & SUMMITT IN 400% PENALTY ON COSTS FOR FLOW TEST IN CADOMIN - NORTHPOINT AFE #050014. ONLY NORTHPOINT PICKED UP PENALTY INTERESTS.
GENERAL
BLUE MOUNTAIN (16.25% WI) AND SUMMITT (20% WI) DID NOT PARTICIPATE IN THE CADOMIN FLOW TEST. THE PENALTY INTERESTS WERE PICKED UP BY NORTHPOINT ONLY. BLUE MOUNTAIN'S INTEREST IN THE LANDS WAS SUBSEQUENTLY ACQUIRED BY NORTHPOINT, AND SUMMITT DISSOLVED JANUARY 2, 2009, SO THE PENALTY HAS BEEN DELETED.

NM-0078 PNG CR Eff: Aug 28, 1996 286.000 NC-0061 A Yes WI
Sub: A 46866 Exp: Aug 27, 2006 286.000 NORTHPOINT RES 50.000000000
ACTIVE Ext: 58(3) A 143.000 SUNCOR ERP 50.000000000
NORTHPOINT RES
100.000000000 SUNCOR ERP
Total Rental: 2145.00
Status
NON PRODUCING Prod: Hectares Net Hectares Net
0.000 0.000 NProd: 286.000 143.000
Area: ALTARES WEST
NTS 094-B-08 BLK J UNITS 36,
37, 46, 47
ALL PNG TO BASE
CADOMIN-DUNLEVY-NIKANASSIN
----- Related Contracts -----
NC-0061 A FO Aug 20, 2009

Royalty / Encumbrances

Royalty Type **Product Type** **Sliding Scale** **Convertible** **% of Prod/Sales**

Report Date: Aug 11, 2016
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REPORTED IN HECTARES

NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Lease No/Name		Gross				
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*	*	
(cont'd)							
			CROWN SLIDING SCALE ROYALTY ALL PRODUCTS				% of
NM-0078	A				Y	N	
		Roy Percent:					
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:		Div:			Prod/Sales:
		Other Percent:		Max:	Min:		Prod/Sales:
		Paid to: LESSOR (M)		Paid by: WI		(C)	
		BC MINISTRY		NORTHPOINT RES			50.00000000
			100.000000000	SUNCOR ERP			50.00000000

Report Date: Aug 11, 2016
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NORTHPOINT RESOURCES LTD.
Mineral Property Report

Category: MINERAL

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Lease No/Name	Operator / Payor	Gross	Net	DOI Partner(s)	*	*	
Mineral Int								
Category Total:								
	Total Gross:		1,074.000			773.700		
	Prod Gross:		0.000			0.000	NPProd Gross:	NPProd Net: 773.700
Report Total:								
	Total Gross:		1,074.000			773.700		
	Prod Gross:		0.000			0.000	NPProd Gross:	NPProd Net: 773.700

** End of Report **

THE FOLLOWING COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 19th DAY OF SEPTEMBER, 2016 BETWEEN ERNST & YOUNG INC., solely in its capacity as receiver and manager of NORTHPOINT RESOURCES LTD., and not in its personal or corporate capacity, and CANBRIAM ENERGY INC.

Wells and Facilities

Wells

[See attached spreadsheet titled Schedule of Well Permit and Authorization]

Facilities

[See attached spreadsheets titled: i) Schedule of Facility Permits, ii) Schedule of Pipeline Project Permits, and iii) Schedule of Road Permits]

Schedule of Well Permit and Authorization									
September 30, 2016		Transferor: Northpoint Resources Ltd.		Transferee: Cambrian Energy Inc.					
AD #	Well Permit No.	Present Well Name	Proposed Well Name	Surface File No.	Client File No.	Land Type	PNG Title No.	Proposed Working Interest	
100003199	2408	NRL ET AL ALTARES C-081-A/094-B-08	CANBRIAM ET AL ALTARES C-081-G/094-B-08	9608169	NS-0014	Crown	62958	Cambrian Energy Inc. - 62.50%, Ross Energy Services Ltd. - 37.50%	
100005363	3797	NRL ET AL ALTARES A-023-A/094-B-08	CANBRIAM ET AL ALTARES A-023-A/094-B-08	9622041	NS-0099	Crown	58407	Cambrian Energy Inc. - 83.871%, Progress Energy Canada Ltd. - 9.9999%, Japex Montney Ltd. - 1.6129%, PetroleumBrunei Montney Holdings Limited - 0.4887%, Indoil Montney Ltd. - 1.6129%, Shopac Huadian Montney Ltd. - 2.41835%	
100017763	9417	NRL ALTARES D-083-G/094-B-08	CANBRIAM ALTARES D-083-G/094-B-08	8009747	NS-0182	Crown	14087	Cambrian Energy Inc. - 100.00%	
100019698	10236	NRL ALTARES B-079-H/094-B-08	CANBRIAM ALTARES B-079-H/094-B-08	9624100	NS-0105	Crown	46871	Cambrian Energy Inc. - 100.00%	
100019699	10237	NRL ET AL ALTARES B-033-H/094-B-08	CANBRIAM ET AL ALTARES B-033-H/094-B-08	9623085	NS-0132	Crown	51013	Cambrian Energy Inc. - 66.87%, Kell Exploration (LNG) Ltd. - 33.33%	
100030838	14105	NRL ET AL ALTARES B-045-J/094-B-08	CANBRIAM ET AL ALTARES B-045-J/094-B-08	9607448	NS-0013	Crown	46867	Cambrian Energy Inc. - 45.00%, Suncor Energy Oil and Gas Partnership - 35.00%, Summit Oil and Gas Ltd. - 20.00%	
100042844	17739	NRL ALTARES A-A003-H/094-B-08	CANBRIAM ALTARES A-A003-H/094-B-08	9616184	NS-0005	Crown	51013	Cambrian Energy Inc. - 100.00%	
100045595	18745	NRL ALTARES C-071-A/094-B-08	CANBRIAM ALTARES C-071-A/094-B-08	9618017	NS-0010	Crown	58408	Cambrian Energy Inc. - 86.1111%, Progress Energy Canada Ltd. - 8.61111%, Japex Montney Ltd. - 1.38889%, PetroleumBrunei Montney Holdings Limited - 0.41667%, Indoil Montney Ltd. - 1.38889%, Shopac Huadian Montney Ltd. - 2.083335%	
100046904	19029	NRL ET AL ALTARES B-043-A/094-B-08	CANBRIAM ET AL ALTARES B-043-A/094-B-08	9618528	NS-0015	Crown	58407	Cambrian Energy Inc. - 100.00%	
100050052	20032	NRL ALTARES C-059-H/094-B-08	CANBRIAM ALTARES C-059-H/094-B-08	9620434	NS-0100	Crown	46874	Cambrian Energy Inc. - 100.00%	
100050155	20038	NRL ALTARES C-A014-H/094-B-08	CANBRIAM ALTARES C-A014-H/094-B-08	9621035	NS-0093	Crown	51013	Cambrian Energy Inc. - 100.00%	
100050719	20140	NRL ALTARES A-033-H/094-B-08	CANBRIAM ALTARES A-033-H/094-B-08	9621206	NS-0094	Crown	51013	Cambrian Energy Inc. - 100.00%	
100051489	20413	NRL ALTARES A-043-A/094-B-08	CANBRIAM ALTARES A-043-A/094-B-08	9621718	NS-0095	Crown	58407	Cambrian Energy Inc. - 100.00%	
100052745	20757	NRL ALTARES C-013-H/094-B-08	CANBRIAM ALTARES C-013-H/094-B-08	9622302	NS-0096	Crown	51013	Cambrian Energy Inc. - 100.00%	
100056132	21732	NRL HZ ALTARES B-A033-H/094-B-08	CANBRIAM HZ ALTARES B-A033-H/094-B-08	9624877	NS-0123	Crown	51013	Cambrian Energy Inc. - 100.00%	
100056199	21734	NRL HZ ALTARES C-062-A/094-B-08	CANBRIAM HZ ALTARES C-062-A/094-B-08	9624878	NS-0122	Crown	51013	Cambrian Energy Inc. - 100.00%	
100056653	22319	NRL HZ ALTARES D-003-H/094-B-08	CANBRIAM HZ ALTARES D-003-H/094-B-08	9625948	NS-0129	Crown	51013	Cambrian Energy Inc. - 100.00%	
100060403	22912	NRL ALTARES B-053-H/094-B-08	CANBRIAM ALTARES B-053-H/094-B-08	9627462	NS-0135	Crown	51013	Cambrian Energy Inc. - 100.00%	
100060520	22954	NRL HZ ALTARES B-B033-H/094-B-08	CANBRIAM HZ ALTARES B-B033-H/094-B-08	9627552	NS-0137	Crown	51013	Cambrian Energy Inc. - 100.00%	
100063528	23973	NRL HZ ALTARES C-B014-H/094-B-08	CANBRIAM HZ ALTARES C-B014-H/094-B-08	9621035	NS-0142	Crown	51013	Cambrian Energy Inc. - 100.00%	
100064691	24098	NRL HZ ALTARES D-044-H/094-B-08	CANBRIAM HZ ALTARES D-044-H/094-B-08	9629264	NS-0144	Crown	51013	Cambrian Energy Inc. - 100.00%	
100065247	24349	NRL HZ ALTARES D-A044-H/094-B-08	CANBRIAM HZ ALTARES D-A044-H/094-B-08	9629264	NS-0147	Crown	59295	Cambrian Energy Inc. - 100.00%	
100065309	24322	NRL HZ ALTARES C-A082-A/094-B-08	CANBRIAM HZ ALTARES C-A082-A/094-B-08	9629571	NS-0148	Crown	51013	Cambrian Energy Inc. - 100.00%	
100067353	25013	NRL HZ ALTARES B-C033-H/094-B-08	CANBRIAM HZ ALTARES B-C033-H/094-B-08	9627552	NS-0188	Crown	51013	Cambrian Energy Inc. - 100.00%	
100068289	25290	NRL ET AL ALTARES D-B063-A/094-B-08	CANBRIAM ET AL ALTARES D-B063-A/094-B-08	9630948	NS-0154	Crown	58408	Cambrian Energy Inc. - 86.11111%, Progress Energy Canada Ltd. - 8.61111%, Japex Montney Ltd. - 1.38889%, PetroleumBrunei Montney Holdings Limited - 0.41667%, Indoil Montney Ltd. - 1.38889%, Shopac Huadian Montney Ltd. - 2.083335%	
100070619	26058	NRL ALTARES B-A083-A/094-B-08	CANBRIAM ALTARES B-A083-A/094-B-08	9632189	NS-0155	Crown	58408	Cambrian Energy Inc. - 100.00%	
100071044	26200	NRL ALTARES D-064-A/094-B-08	CANBRIAM ALTARES D-064-A/094-B-08	9632488	NS-0156	Crown	61896	Cambrian Energy Inc. - 100.00%	
100072352	26598	NRL ALTARES B-074-A/094-B-08	CANBRIAM ALTARES B-074-A/094-B-08	9633319	NS-0165	Crown	61896	Cambrian Energy Inc. - 100.00%	
100075404	28050	NRL ALTARES D-C053-A/094-B-08	CANBRIAM ALTARES D-C053-A/094-B-08	9630948	NS-0187	Crown	58408	Cambrian Energy Inc. - 100.00%	
100078481	29313	NRL HZ ALTARES D-055-A/094-B-08	CANBRIAM HZ ALTARES D-055-A/094-B-08	9638658	NS-0211	Crown	61896	Cambrian Energy Inc. - 100.00%	
100079778	30027	NRL ET AL ALTARES A-A023-A/094-B-08	CANBRIAM ET AL ALTARES A-A023-A/094-B-08	9639855	NS-0215	Crown	58407	Cambrian Energy Inc. - 100.00%	
100080937	30748	NRL ALTARES B-F074-A/094-B-08	CANBRIAM ALTARES B-F074-A/094-B-08	9633319	NS-0165	Crown	61896	Cambrian Energy Inc. - 100.00%	
100092798	31639	NRL ALTARES D-A055-A/094-B-08	CANBRIAM ALTARES D-A055-A/094-B-08	9638658	NS-0211	Crown	61896	Cambrian Energy Inc. - 100.00%	
100092806	31650	NRL ALTARES D-086-A/094-B-08	CANBRIAM ALTARES D-086-A/094-B-08	9642860	NS-0219	Crown	51015	Cambrian Energy Inc. - 100.00%	
100093432	31789	NRL ALTARES A-018-H/094-B-08	CANBRIAM ALTARES A-018-H/094-B-08	9643257	NS-0220	Crown	51015	Cambrian Energy Inc. - 100.00%	

Schedule of Facility Permits						
September 30, 2016		Transferor: Northpoint Resources Ltd.		Transferee: Canbriam Energy Inc.		
AD #	Facility ID	Surface File No.	Legal Description	Facility Type	Land Type	Client File No.
100054450	00007505	9622961	C-014-H/094-B-08	Compressor, Central Dehydrator	Crown	NS-0110
100054450	00007505	9703106	C-014-H/094-B-08	Extension to Site	Crown	NS-0160
100054647	00007513	9618017	C-071-A/094-B-08	Compressor, Well Facility	Crown	NS-0010
100067082	00007747	9621035	C-014-H/094-B-08	Gas Dehydrator, Well Facility	Crown	NS-0142
100070421	00007803	9630948	D-053-A/094-B-08	Gas Dehydrator, Well Facility	Crown	NS-0154
100051728	00009145	9627871	C 059-I/094-B-08	Gathering Point	Crown	NS-0139
100056206	00022367	9624879	C 082-A/094-B-08	Well Facility	Crown	NS-0122
100065323	00023616	9629571	C-A082-A/094-B-08	Well Facility	Crown	NS-0148
100075404	00025470	9630948	D-053-A/094-B-08	Well Facility	Crown	NS-0154
100060406	00022860	9627462	B 053-H/094-B-08	Well Facility	Crown	NS-0135
100046941	00021038	9618528	B 043-A/094-B-08	Well Facility	Crown	NS-0018
100070625	00024475	9632189	B 083-A/094-B-08	Well Facility	Crown	NS-0155
100051518	00021740	9621718	A 043-A/094-B-08	Well Facility	Crown	NS-0095
100052771	00021905	9622302	C 013-H/094-B-08	Well Facility	Crown	NS-0096
100005364	00018699	9622041	A 023-A/094-B-08	Well Facility	Crown	NS-0099
100050720	00021580	9621206	A 033-H/094-B-08	Well Facility	Crown	NS-0094
100042857	00020650	9616184	A-A 003-H/094-B-08	Well Facility	Crown	NS-0005
100019700	00019266	9623085	B 033-H/094-B-08	Well Facility	Crown	NS-0132
100056147	00022366	9624877	B-A 033-H/094-B-08	Well Facility	Crown	NS-0123
100060527	00022877	9627562	B-B 033-H/094-B-08	Well Facility	Crown	NS-0137
100067368	00023970	9630491	B-C 033-H/094-B-08	Well Facility	Crown	NS-0188
100058666	00022606	9625948	D 003-H/094-B-08	Well Facility	Crown	NS-0129
100064695	00023491	9629264	D 044-H/094-B-08	Well Facility	Crown	NS-0144
100065263	00023636	9629603	D-A 044-H/094-B-08	Well Facility	Crown	NS-0147
100071046	00024567	9632488	D 064-A/094-B-08	Well Facility	Crown	NS-0156
100072366	00024819	9633319	B 074-A/094-B-08	Well Facility	Crown	NS-0165
100078481	00025934	9638658	D 055-A/094-B-08	Well Facility	Crown	NS-0211
100079778	00026042	9639885	A A-023-A/094-B-08	Well Facility	Crown	NS-0215
100082806	00026211	9642860	D-088-A/094-B-08	Well Facility	Crown	NS-0219

Schedule of Pipeline Project Permits					
Pipeline Project Transfer Form effective Sept __, 2016 between Northpoint Resources Ltd. (Transferor) and Canbriam Energy Inc. (Transferee)					
AD#	Project No.	Segment	Surface File No.	Land Type	Client File No.
100063303	000000350	1	9700318	Crown	NS-0146
100063303	000000350	2	9700318	Crown	NS-0146
100063303	000000350	3	9700318	Crown	NS-0146
100063303	000000350	4	9700318	Crown	NS-0146
100063303	000000350	5	9700318	Crown	NS-0146
100027350	000008970	1	8010937	Crown	NS-0011
100046998	000014454	1	9619416	Crown	NS-0104
100046998	000014454	2	9619416	Crown	NS-0104
100046998	000014454	3	9619416	Crown	NS-0104
100046998	000014454	4	9619416	Crown	NS-0104
100046998	000014454	5	9619416	Crown	NS-0104
100046998	000014454	6	9619416	Crown	NS-0104
100046998	000014454	7	9619416	Crown	NS-0104
100047583	000014620	1	9619654	Crown	NS-0119
100047583	000014620	2	9619654	Crown	NS-0119
100051119	000016333	1	9622373	Crown	NS-0109
100051119	000016333	2	9622373	Crown	NS-0109
100051119	000016333	3	9622373	Crown	NS-0109
100051119	000016333	4	9622373	Crown	NS-0109
100052570	000016979	1	9623130	Crown	NS-0108
100052570	000016979	2	9623130	Crown	NS-0108
100054485	000017677	1	9623884	Crown	NS-0113
100054485	000017677	2	9623884	Crown	NS-0113
100054485	000017677	3	9623884	Crown	NS-0113
100054765	000017909	1	9624012	Crown	NS-0116
100054765	000017909	2	9624012	Crown	NS-0116
100056239	000018587	1	9625064	Crown	NS-0163
100056239	000018587	2	9625064	Crown	NS-0163
100060193	000019914	1	9627307	Crown	NS-0134
100061163	000020615	1	9627871	Both	NS-0139
100071543	000022104	1	9704148	Crown	NS-0164
100072876	000022323	1	9705427	Crown	NS-0174
100078736	000023133	1	9707893	Crown	NS-0214
100084160	000023840	1	9709578	Crown	NS-0227
100084277	000023862	1	9709563	Crown	NS-0228

Surface File No.	Purpose and No. (eg: Well Permit, Project, Campsite etc.)	Segment	Legal Description	Tenure Type (eg. SRW, Licence of	Company File No.
9700318	000000350	1	From: B 053-H/094-B-08 To: D 044-H/094-B-08	Crown	NS-0146
9700318	000000350	2	From: B 033-H/094-B-08 To: A 033-H/094-B-08	Crown	NS-0146
9700318	000000350	3	From: D 044-H/094-B-08 To: B 033-H/094-B-08	Crown	NS-0146
9700318	000000350	4	From: B 033-H/094-B-08 To: D 044-H/094-B-08	Crown	NS-0146
9700318	000000350	5	From: D 044-H/094-B-08 To: B 053-H/094-B-08	Crown	NS-0146
8010937	000008970	1	From: D 083-G/094-B-08 To: B 082-G/094-B-08	Crown	NS-0011
9619416	000014454	1	From: D 053-A/094-B-08 To: C 014-H/094-B-08	Crown	NS-0104
9619416	000014454	2	From: D 053-A/094-B-08 To: C 014-H/094-B-08	Crown	NS-0104
9619416	000014454	3	From: A-A 003-H/094-B-08 To: A-A 003-H/094-B-08	Crown	NS-0104
9619416	000014454	4	From: C 071-A/094-B-08 To: A 073-A/094-B-08	Crown	NS-0104
9619416	000014454	5	From: C 071-A/094-B-08 To: A 073-A/094-B-08	Crown	NS-0104
9619416	000014454	6	From: C 014-H/094-B-08 To: C 059-I/094-B-08	Crown	NS-0104
9619416	000014454	7	From: A-A 003-H/094-B-08 To: A-A 003-H/094-B-08	Crown	NS-0104
9619654	000014620	1	From: B 043-A/094-B-08 To: D 053-A/094-B-08	Crown	NS-0119
9619654	000014620	2	From: B 043-A/094-B-08 To: D 053-A/094-B-08	Crown	NS-0119
9622373	000016333	1	From: A 023-A/094-B-08 To: A 043-A/094-B-08	Crown	NS-0109
9622373	000016333	2	From: A 043-A/094-B-08 To: A 023-A/094-B-08	Crown	NS-0109
9622373	000016333	3	From: A 043-A/094-B-08 To: A 043-A/094-B-08	Crown	NS-0109
9622373	000016333	4	From: A 043-A/094-B-08 To: A 043-A/094-B-08	Crown	NS-0109
9623130	000016979	1	From: C-A 014-H/094-B-08 To: C 014-H/094-B-08	Crown	NS-0108
9623130	000016979	2	From: C-A 014-H/094-B-08 To: C 014-H/094-B-08	Crown	NS-0108
9623884	000017677	1	From: A 033-H/094-B-08 To: C-A 014-H/094-B-08	Crown	NS-0113
9623884	000017677	2	From: A 033-H/094-B-08 To: C-A 014-H/094-B-08	Crown	NS-0113
9623884	000017677	3	From: C-A 014-H/094-B-08 To: C 014-H/094-B-08	Crown	NS-0113
9624012	000017909	1	From: C 013-H/094-B-08 To: C-A 014-H/094-B-08	Crown	NS-0116
9624012	000017909	2	From: C-A 014-H/094-B-08 To: C 013-H/094-B-08	Crown	NS-0116
9625064	000018587	1	From: C 082-A/094-B-08 To: D 083-A/094-B-08	Crown	NS-0163
9625064	000018587	2	From: D 083-A/094-B-08 To: C 082-A/094-B-08	Crown	NS-0163
9627307	000019914	1	From: D 003-H/094-B-08 To: C 014-H/094-B-08	Crown	NS-0134
9627871	000020615	1	From: C 059-I/094-B-08 To: C 024-A/094-B-09	Both	NS-0139
9704148	000022104	1	From: D 064-A/094-B-08 To: A 073-A/094-B-08	Crown	NS-0164
9705427	000022323	1	From: B 074-A/094-B-08 To: D 064-A/094-B-08	Crown	NS-0174
9707893	000023133	1	From: D-055-A/094-B-08 To: B-043-A/094-B-08	Crown	NS-0214
9709578	000023840	1	From: A-018-H/094-B-08 To: A-097-A/094-B-08	Crown	NS-0227
9709563	000023862	1	From: D-088-A/094-B-08 To: A-003-A/094-B-08	Crown	NS-0228

Schedule of Road Permits					
September 30, 2016		Transferor: Northpoint Resources Ltd.		Transferee: Canbriam Energy Inc.	
AD #	Road #	Tenure File No.	Road Description	Land Type	Client File No.
100051476	01144	9622250	Beryl Prairie Re-alignme	Crown	NS-0102
100067674	01305	9630746	c-24-A/94-B-9 Riser	Crown	NS-0199
100072362	01426	9633319	b-74-A/94-B-8 Road	Crown	NS-0165
100078481	02691	9638658	d-55-A/94-B-8 Road	Crown	NS-0212
100082806	03407	9642860	d-88-A/94-B-8 Road	Crown	NS-0219
100083432	03599	9643257	a-18-H/94-B-9 Road	Crown	NS-0220

THE FOLLOWING COMPRISES SCHEDULE "C" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 19th DAY OF SEPTEMBER, 2016 BETWEEN ERNST & YOUNG INC., solely in its capacity as receiver and manager of NORTHPOINT RESOURCES LTD., and not in its personal or corporate capacity, and CANBRIAM ENERGY INC.

RIGHTS OF FIRST REFUSAL

None applicable.

THE FOLLOWING COMPRISES SCHEDULE "D" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 19th DAY OF SEPTEMBER, 2016 BETWEEN ERNST & YOUNG INC., solely in its capacity as receiver and manager of NORTHPOINT RESOURCES LTD., and not in its personal or corporate capacity, and CANBRIAM ENERGY INC.

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE made as of this ____ day of _____, 2016.

BETWEEN:

ERNST & YOUNG INC., in its capacity as the receiver and manager of **NORTHPOINT RESOURCES LTD.** and not in its personal or corporate capacity (hereinafter referred to as "**Vendor**")

- and -

CANBRIAM ENERGY INC., a corporation incorporated under the laws of • (hereinafter referred to as "**Purchaser**")

WHEREAS pursuant to an order of the Honourable Madam Justice K.M. Horner of the Alberta Court of Queen's Bench dated May 30, 2016, Ernst & Young Inc. was appointed receiver and manager of Northpoint Resources Ltd.;

AND WHEREAS Vendor wishes to sell, and Purchaser wishes to purchase, the Assets subject to and in accordance with the terms and conditions contained herein;

NOW THEREFORE for the consideration provided in the Purchase Agreement and in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the Parties covenant and agree as follows:

1. Definitions

In this General Conveyance, including the recitals hereto, the definitions set forth in the Purchase Agreement are adopted herein by reference and, in addition:

"**Purchase Agreement**" means that Purchase and Sale Agreement between Vendor and Purchaser dated September 19, 2016.

2. Conveyance

Pursuant to and for the consideration provided for in the Purchase Agreement, Vendor hereby sells, assigns, transfers, conveys and sets over to Purchaser the entire right, title, estate and interest of Vendor in and to the Assets, to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom, subject to the terms and conditions of the Purchase Agreement.

3. Subordinate Document

This General Conveyance is executed and delivered by the Parties pursuant to the Purchase Agreement and the provisions of the Purchase Agreement shall prevail in the event of a conflict between the provisions of the Purchase Agreement and the provisions of this General Conveyance.

4. No Merger

The covenants, representations, warranties and indemnities contained in the Purchase Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall be no merger of

any covenant, representation, warranty or indemnity contained in the Purchase Agreement with the terms and conditions of this General Conveyance by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.

5. Governing Law

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

6. Enurement

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

7. Further Assurances

Each Party will, from time to time and at all times hereafter, at the request of the other Party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

8. Counterpart Execution

This Agreement may be executed in counterpart and by facsimile or other electronic means and all such executed counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF the Parties have executed this General Conveyance on the date first above written.

ERNST & YOUNG INC., solely in its capacity as
the receiver and manager of **NORTHPOINT**
RESOURCES LTD., and not in its personal or
corporate capacity

CANBRIAM ENERGY INC.

Per:

Name: Neil Narfason
Title: Senior Vice President

Per:

Name:
Title:

THE FOLLOWING COMPRISES SCHEDULE "E" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 19th DAY OF SEPTEMBER, 2016 BETWEEN ERNST & YOUNG INC., solely in its capacity as receiver and manager of NORTHPOINT RESOURCES LTD., and not in its personal or corporate capacity, and CANBRIAM ENERGY INC.

[VENDOR'S][PURCHASER'S] OFFICER'S CERTIFICATE

TO: [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")]

RE: Purchase and Sale Agreement dated September 19, 2016 between Vendor and Purchaser (the "Agreement")

Unless otherwise defined herein, the definitions provided for in the Agreement are adopted in this certificate (the "Certificate").

I, [Name], [Position] of [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")] hereby certify that as of the date of this Certificate:

1. The undersigned is personally familiar, in [his][her] capacity as an officer of [Vendor][Purchaser], with the matters hereinafter mentioned.
2. Each of the covenants, representations and warranties of the [Vendor][Purchaser] contained in Article 4 of the Agreement were true and correct in all material respects when made and are true and correct in all material respects as of the Closing Date.
3. All obligations of [Vendor][Purchaser] contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.
4. This Certificate is made for and on behalf of the [Vendor][Purchaser] and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.
5. This Certificate is made with full knowledge that the [Vendor][Purchaser] is relying on the same for the Closing of the transactions contemplated by the Agreement.

IN WITNESS WHEREOF I have executed this Certificate this ____ day _____, 2016.

[Name of Vendor/Purchaser]

Per: _____
Name:
Title:

THE FOLLOWING COMPRISES SCHEDULE "F" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 19th DAY OF SEPTEMBER, 2016 BETWEEN ERNST & YOUNG INC., solely in its capacity as receiver and manager of NORTHPOINT RESOURCES LTD., and not in its personal or corporate capacity, and CANBRIAM ENERGY INC.

COURT ORDER

The following 11 pages comprise Schedule "F".

COURT FILE NUMBER 1601-07136
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF ALBERTA TREASURY BRANCHES

Clerk's Stamp

DEFENDANT NORTHPOINT RESOURCES LTD.
IN THE MATTER OF THE RECEIVERSHIP
OF NORTHPOINT RESOURCES LTD.
DOCUMENT SALE APPROVAL AND VESTING ORDER
and SEALING ORDER
(Sale by Receiver)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973
Attention: Howard A. Gorman / Aditya M. Badami
howard.gorman@nortonrosefulbright.com
File No. 01103572-0210

DATE ON WHICH ORDER WAS PRONOUNCED: September ●, 2016

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice ●

UPON THE APPLICATION by Ernst & Young Inc. in its capacity as the Court-appointed receiver and manager (the **Receiver** or **Vendor**) of the undertaking, property and assets of Northpoint Resources Ltd. (**Northpoint** or the **Debtor**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale (the **Sale Agreement**) between the Receiver on behalf of Northpoint and not in its personal or corporate capacity, and Canbriam Energy Inc. (the **Purchaser**) dated September ● 2016, and appended as Appendix "B" to the First Report of the Receiver dated September ●, 2016 (the **First Report**), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the **Assets**); **AND UPON IT APPEARING** that the sale of the Assets as proposed is just, fair and appropriate in all the circumstances;

AND UPON HAVING READ the Consent Receivership Order dated May 31, 2016 (the **Consent Receivership Order**), the First Report, and the confidential supplement to the First Report; **AND UPON**

HEARING the submissions of counsel for the Receiver, the Purchaser, and any other parties that may be present, no one appearing for any other interested party:

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1 Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

DEFINED TERMS

2 All defined terms not otherwise defined herein have as their meaning those given to them in the Sale Agreement.

ACTIONS OF RECEIVER

3 The actions taken by the Receiver to date, and in particular the actions of the Receiver regarding the sale process regarding the Assets as reported in the First Report, are hereby approved.

APPROVAL OF TRANSACTION

4 The Sale Agreement and the Transaction are commercially reasonable and in the best interests of the Northpoint estate and its stakeholders. The Transaction is hereby approved and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary.

5 The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Assets to the Purchaser (or its nominee).

VESTING OF THE ASSETS

6 Upon the Receiver filing with this Court and delivering to Northpoint and the Purchaser a certificate substantially in the form set out in Appendix "A" hereto (the **Receiver's Certificate**), subject only to approval of the transfer of applicable licenses, permits, and approvals by the British Columbia Oil and Gas Commission (**BCOGC**) pursuant to legislation administered by the BCOGC, certifying that the sale of the Assets has closed substantially in accordance with the terms of the Sale Agreement and all purchase monies due and owing in respect of such sale have been tendered under and in accordance with the Sale Agreement, then:

- (a) all of Northpoint's right, title and interest in and to the Assets shall vest in the name of the Purchaser (or its nominee) free and clear of and from all security interests, claims, estate, security, right, title, interest, and liens, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, encumbrances or other rights, limitations or restrictions of any nature whatsoever against Northpoint, including without limitation any rights or interests of any of the stakeholders or creditors of Northpoint, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as the **Claims**); excepting only to those permitted encumbrances (the **Permitted Encumbrances**, as that term is defined herein), whether such Claims against Northpoint came into existence prior to, subsequent to or as a result of any previous Order of this Court, by or of all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or agents, trustees, executives, administrators or other legal representatives (collectively, the **Claimants**), and by all persons who claim by, through or under Northpoint in respect of the Assets;
- (b) Northpoint and all persons who claim by, through or under Northpoint in respect of the Assets shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Assets and, to the extent that any such person remains in possession or control of the Assets or any of it, they shall forthwith deliver possession of same to the Purchaser or their nominee; and
- (c) the Purchaser shall be entitled to enter into and upon, hold and enjoy the Assets for its own use and benefit without any interference of or by Northpoint, or any person claiming by or through or against Northpoint.

7 For greater certainty and without limiting the generality of the foregoing: (i) any Claims; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order in these proceedings, and all those registrants of encumbrances against the Assets which are not Permitted Encumbrances do stand absolutely barred and foreclosed of and from all of their respective estate, right, title, interest and equity of redemption in the Assets, and the Purchaser shall, by virtue of the completion

of the Transaction, have no liability of any claim whatsoever to any Claimants in respect of any Claims any of the Claimants may have against any of the Applicant.

8 The Transaction shall not be void or voidable at the instance of a Trustee or any Claimant and shall not constitute nor shall be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended or any other applicable federal or provincial legislation, and the Transaction, or any actions taken in connection therewith, shall not constitute conduct meriting an oppression remedy pursuant to any applicable federal or provincial legislation.

9 In the event the Transaction is not concluded as a result of any objection to this Order or in the event of the non-receipt of regulatory approval, the Receiver may make application to this Court for direction in respect of such objection or non-approval.

DISCHARGE OF REGISTRATIONS AND TRANSFER OF LAND

10 No further authorization or approval or any other action by any authority or regulatory body exercising jurisdiction over the Assets shall be required for the closing and post-closing implementation of the Transaction contemplated in the Sale Agreement other than the authorization or approval of the BCOGC referenced in paragraph [6] above.

11 Upon the delivery of the Receiver's Certificate to the Purchaser, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the appropriate government authorities, and in particular:

(a) British Columbia Ministry of Natural Gas Development (the **Minister**) shall and is hereby authorized, requested and directed to:

- (1) cancel and discharge those Claims (excepting the Permitted Encumbrances), if any, registered against the estate or interest of Northpoint in and to the Assets located in the Province of British Columbia, and without limiting the generality of this paragraph, other than Permitted Encumbrances that are registered against the said interests as of the date of this Order; and
- (2) transfer the Crown leases in the name of Northpoint which are listed in Appendix "B" hereto to the Purchaser, and register same;

in order to convey clear title to such Assets to the Purchaser subject only to Permitted Encumbrances, which include:

- (1) all encumbrances, overriding royalties, net profits, interests, and other burdens identified in Schedule "A" to the Sale Agreement;
- (2) any Right of First Refusal or any similar restriction applicable to any of the Assets;
- (3) the terms and conditions of the Title Documents, including, without limitation, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (4) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Law to terminate any Title Document;
- (5) easements, right of way, servitudes or other similar rights in land, including, without in any way limiting the generality of the foregoing, rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (6) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (7) agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than thirty-one (31) days' notice (without an early termination penalty or other cost);
- (8) any obligation of Northpoint or Vendor to hold any portion of its interest in and to any of the Assets in trust for Third Parties;
- (9) the right reserved to or vested in any municipality, Governmental Authority or other public authority to control or regulate any of the Assets in any manner, including any directives or notices received from any municipality, Governmental Authority or other public authority pertaining to the Assets;

- (10) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Vendor's or Northpoint's share of the costs and expenses thereof which are not due or delinquent as of the date hereof;
- (11) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (12) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- (13) agreements respecting the operation of Wells by contract field operators;
- (14) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations;
- (15) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets; and
- (16) any other circumstance, matter or thing disclosed in any Schedule to the Sale Agreement;

For further certainty, the Minister shall not cancel or discharge the registration of any builders' liens or security notices registered against estates or interests other than the estate or interest of Northpoint;

- (b) the Registrar of the Personal Property Registry (British Columbia) (the **BC PPR Registrar**) shall and is hereby directed to cancel and discharge those Claims, if any, registered against the estate or interest of Northpoint in and to the Assets located in the Province of British Columbia, as more specifically described in Appendix "B", other than those Permitted Encumbrances that are registered against the said interests as of the date of this Order.

12 This Order shall be registered by the Registrar of Land Titles of British Columbia notwithstanding the requirements of section 210 of the *Land Titles Act*, RSBC 1996, c 250.

SALE PROCEEDS

13 Until further Order of this Honourable Court, the net proceeds arising out of the Sale Agreement shall be held in trust by the Receiver or the Receiver's counsel and such net proceeds shall stand in the place and stead of the Assets and all Claims shall attach solely to such net proceeds with the same validity, priority and in the same amounts and subject to the same defences that were or may have been available immediately prior to the closing of the Transaction as if the Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the closing of the Transaction.

MISCELLANEOUS MATTERS

14 This Honourable Court hereby requests the aid and recognition of any court or administrative body in any province of Canada, the Federal Court of Canada, any administrative tribunal or other court constituted pursuant to the Parliament of Canada or any of its provinces or territories and any federal or state court or administrative body or any other foreign courts to act in aid of and to be complimentary to this Court in carrying out the terms of this Order.

15 This Order must be served only upon those interested parties attending or represented at the within Application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

16 Service of this Order on any party not attending this Application is hereby dispensed with.

17 The Receiver is at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

SEALING

18 The Clerk of the Court shall file the **[confidential materials]**, in a sealed envelope attached to a notice that sets out the style of cause in these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY ERNST & YOUNG INC. IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER AND MANAGER OF THE UNDERTAKING, PROPERTY AND ASSETS OF NORTHPOINT RESOURCES LTD.; AND

THE CONFIDENTIAL MATERIALS ARE SEALED UNTIL FURTHER ORDER OR FILING OF THE RECEIVER'S CERTIFICATE EVIDENCING THE CLOSING OF THE TRANSACTION PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE JUSTICE ● ON SEPTEMBER ●, 2016, WHICHEVER FIRST OCCURS.

19 Leave is hereby granted to any person, entity or party affected by this Order to apply to this Court for a further Order vacating, substituting, modifying or varying the terms of this Order, with such application to be brought on notice to the Receiver and any other affected party in accordance with the *Alberta Rules of Court*.

Justice of the Court of Queen's Bench of Alberta

Appendix "A"

Form of Receiver's Certificate

COURT FILE NUMBER	1601-07136
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ALBERTA TREASURY BRANCHES
DEFENDANT	NORTHPOINT RESOURCES LTD. IN THE MATTER OF THE RECEIVERSHIP OF NORTHPOINT RESOURCES LTD.
DOCUMENT	RECEIVER'S CERTIFICATE

Clerk's Stamp

ADDRESS FOR SERVICE AND	Norton Rose Fulbright Canada LLP
CONTACT INFORMATION OF	400 3 rd Avenue SW, Suite 3700
PARTY FILING THIS	Calgary, Alberta T2P 4H2
DOCUMENT	Phone: +1 403.267.8222 Fax: +1 403.264.5973

Attention: Howard A. Gorman, Q.C. / Aditya M. Badami
howard.gorman@nortonrosefulbright.com

File No.

RECITALS

- A. Pursuant to an Order of the Honourable Justice K.M. Horner of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the **Court**) dated May 31, 2016, Ernst & Young Inc. was appointed as the receiver (the **Receiver**) of the undertaking, property and assets of Northpoint Resources Ltd. (the **Debtor**).

- B. Pursuant to an Order of the Court dated ●, 2016, the Court approved the agreement of purchase and sale made as of ● 2016 (the **Sale Agreement**) between the Receiver and Canbriam Energy Inc. (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the purchased Assets, which vesting is to be effective with respect to the purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Assets; (ii) that the conditions to closing as set out in Article [3] of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to closing as set out in Article [3] of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on October __, 2016.

**Ernst & Young Inc., in its capacity as
Receiver of the undertaking, property
and assets of Northpoint Resources
Ltd., and not in its personal capacity.**

Per: _____

Name: Neil Narfason

Title: Senior Vice-President

Appendix "B"

Purchased Assets, as described in the Sale Agreement

THE FOLLOWING COMPRISES SCHEDULE "G" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 19th DAY OF SEPTEMBER, 2016 BETWEEN ERNST & YOUNG INC., solely in its capacity as receiver and manager of NORTHPOINT RESOURCES LTD., and not in its personal or corporate capacity, and CANBRIAM ENERGY INC.

SEISMIC DATA

Northpoint Resources Ltd			
100% Proprietary Seismic Data - August 2016			
Area	2D/3D	Line No	Length (km)
Altares, BC	2D	Kobes 04-01	8.12
Altares, BC	2D	Kobes 04-02	9.65
Altares, BC	2D	Kobes 04-03	7.21
Altares, BC	2D	Kobes 04-04	6.19
Altares, BC	2D	Kobes 04-05	12.9
Altares, BC	2D	Kobes 04-06	17.97

THE FOLLOWING COMPRISES SCHEDULE "H" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 19th DAY OF SEPTEMBER, 2016 BETWEEN ERNST & YOUNG INC., solely in its capacity as receiver and manager of NORTHPOINT RESOURCES LTD., and not in its personal or corporate capacity, and CANBRIAM ENERGY INC.

EXCLUDED AGREEMENTS

NP File #	Name of Agreement	Date of Agreement	Parties	Description
CO 006	Construction Agreement for Fort Nelson Pipeline	1-Dec-08	Spectra Energy & NEL	Hot Tap Info Fort Nelson Mainline
CO007	Contract Wells/Facilities Operating and ERA	1-Feb-15	Suncor & NRL	Tie-in
GT008	Customer Use Agreement	31-Oct-06	TransCanada PipeLines Limited, TEL	Altares Firm & IT RGT and Treatment of Canbriam gas
GT015	Gas Transportation Agreement	1-Nov-08	Canbriam Energy Inc & NEL	
GT018	Gas Transportation Agreement	21-Jan-09	Canbriam Energy & NEL	Altares South Lateral 3rd Party Transportation Agreement
GT019	Gas Transportation Agreement	21-Jan-09	Canbriam Energy & NEL	Altares North Lateral 3rd Party Transportation Agreement
GT021	Gas Handling Agreement	1-Jan-09	Progress Energy/ProEx & NEL	Gas Handling Agreement for Altares Progress Wells
GT022	Gas Handling Agreement	1-Jun-10	Canbriam Energy & NEL	Gas Handling at c-14-H for Canbriam Gas
GT024	Gas Handling Agreement	4-Jul-13	Northpoint Resources Ltd & Northpoint Energy Ltd	
GT025	Gas Handling Agreement	18-Dec-14	Northpoint Resources Ltd & Baytex	
GT025	Gas Handling Agreement	14-Feb-14	Northpoint Resources Ltd & Suncor Energy	Gas handling for Suncor Gas

GT026	Gas Handling Agreement	1-Jan-15	Northpoint Resources Ltd & Japex Montney Ltd.	
GT027	Gas Handling Agreement	1-Jan-15	Northpoint Resources Ltd & PetroleumBrunei Montney Holdings Limited	
GT028	Gas Handling Agreement	1-Jan-15	Northpoint Resources Ltd & Indoil Montney Ltd	
GT029	Gas Handling Agreement	1-Jan-15	Northpoint Resources Ltd & Sinopec Huadian Montney Limited Partnership	
OP009	Contract Wells/Facilities Operating Agreement	01-May-06	J&J Oilfield Ltd. & NEL	Altares Contract Operating Agreement
OP011	Contract Wells/Facilities Operating Agreement	22-Jan-09	Canbriam Energy Inc.	Altares Contract Operating Agreement
OP012	Contract Wells/Facilities Operating Agreement	15-Aug-11	Butleridge Energy Services (2011) Ltd.	Altares Contract Operating Agreement
OP013	Contract Wells/Facilities Operating Agreement	01-Nov-14	Canbriam Energy Inc.	Altares Contract Well/Facilities Operating Agreement
PA008	Gas Transportation & Processing Agreement	01-Sep-10	Spectra Energy/Westcost & NEL	Altares c-14-H to Kobes stn & McMahon Plant RGT and TRT
PS001	Natural Gas Sales Agreement	1-May-05	Nexen Marketing & NEL	
PS003	Natural Gas Marketing Agreement	1-Apr-06	BP Energy Canada Co. & NEL	NEL Altares property - Bases Contract
PS013	Natural Gas Marketing Agreement	1-Nov-08	BP Canada Energy Company & NEL / TEL	
PS016	Crude Petroleum Purchase Contract	1-Dec-08	Nexen Marketing & NEL	Purchase and sale of Altares Condy.

PS029	Carbon Tax Collector Agreement	1-Dec-10	Northpoint Energy Ltd	
PS027	Deliverer of High Sulphur content raw gas	27-May-13		Spectra Energy, NPE
PS030	MFT Collector Agreement	1-Apr-13	Northpoint Energy Ltd	
PS031	Collector Agreement	5-Jul-13	Northpoint Resources Ltd, BC Ministry of Finance	
PS032	Collector Agreement	5-Jul-13	Northpoint Resources Ltd, BC Ministry of Finance	
PS036	Transaction Confirmation Field Purchase	1-Dec-15	BP Canada Energy Group & Northpoint Resources Ltd	
PS036	Amended and Restated #2 Transaction Confirmation Field Purchase	1-Oct-16	Northpoint Resources Ltd, BP Canada Energy Group ULC	
PS039	Addendum to Gas Sales Agreement	1-Oct-15	Northpoint Resources Ltd, BP Canada Energy Group ULC	
PS041	Gas Liquids Marketing	1-Apr-16	NRL, Keyera Partnership	Marketing of plant liquids
SA001	Seismic Data Marketing & Management Agreement		Target Data Ltd & Northpoint Resources Ltd	
SA002	Data Participation & Licensing Agreement	13-Jan-04	Olympic Seismic Ltd & Northpoint Energy Ltd	
SA003	Master Purchase Agreement	28-May-04	Geo-Search Data & Northpoint Energy Ltd	
SA006	Master License Agreement for Multiclient Seismic Data	6-Jan-04	WesternGeco Canada & Northpoint Energy Ltd	

All expired Agreements