FORM 49 [RULE 13.19]



COURT FILE NUMBER

1801 - 09424

COURT :

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985. c. C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF RANCH ENERGY CORPORATION, INC., OPSMOBIL 1734163 ALBERTA INC., 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.

DOCUMENT

AFFIDAVIT OF RYAN TOBBER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

GOWLING WLG (CANADA) LLP

1600 - 421 7th Avenue SW Calgary, Alberta T2P 4K9

Attention: Tom Cumming / Anthony Mersich Telephone No.: 403-298-1938 / 403-298-1831

Fax No.: 403-695-3538

Email: tom.cumming@gowlingwlg.com/ anthony.mersich(a)gowlingwig.com

File No.: V41817

Sworn on July 3, 2018

I, Ryan Tobber, of Calgary, Alberta, SWEAR AND SAY THAT:

I. INTRODUCTION

I am the President and Chief Executive Officer of Ranch Energy Corporation ("Ranch"). OpsMobil Inc. ("OpsMobil"), 1734163 Alberta Inc. ("1734"), 1859821 Alberta Inc. ("1859"),

{FLG-00270856;1} CAL_LAW\ 3052126\10 GROUP INC, OPSMOBIL CONSTRUCTION INC, OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.

DOCUMENT

SECOND AFFIDAVIT OF RYAN TOBBER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

GOWLING WLG (CANADA) LLP

1600 – 421 7th Avenue SW Calgary, Alberta T2P 4K9

Attention: Tom Cumming / Anthony Mersich Telephone No.: 403-298-1938 / 403-298-1831

Fax No.: 403-695-3538

Email: tom.cumming@gowlingwlg.com / anthony.mersich@gowlingwlg.com

File No.: V41817

Sworn on July 8, 2018

I, Ryan Tobber, of Calgary, Alberta, SWEAR AND SAY THAT:

I. INTRODUCTION

- I am the President and Chief Executive Officer of Ranch Energy Corporation ("Ranch"), OpsMobil Inc. ("OpsMobil"), 1734163 Alberta Inc. ("1734"), 1859821 Alberta Inc. ("1859"), OpsMobil Group Inc. ("Ops Group"), OpsMobil Construction Inc. ("Ops Construction"), OpsMobil Energy Services Inc. ("Ops Services") and K.L. Capital Corp. ("KLCC"). (Ranch, OpsMobil, 1734, 1859, Ops Group, Ops Construction, Ops Services are hereinafter referred to as the "Applicants", and each individually, an "Applicant"). As such I have personal knowledge of the matters hereinafter deposed to, save where stated to be based on information and belief, in which case I verily believe the same to be true.
- 2. I am authorized to swear this Affidavit as the corporate representative of the Applicants.
- 3. This Affidavit is made to supplement my Affidavit sworn July 3, 2018 (the "July 3 Affidavit") in support of an Application by the Applicants for an Order (the "Initial Order") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "*CCAA*"), and for an Order adjourning *sine die* the application of Third Eye Capital Corporation ("Third Eye") for an order appointing Ernst & Young Inc. ("E&Y") as receiver of the assets, undertakings and properties of the Applicants (the "Receivership Application", and the proposed receiver, the "Receiver").

- 4. All references to dollar amounts contained herein are to Canadian Dollars unless otherwise stated.
- 5. All capitalized terms herein have the same meaning as in the July 3 Affidavit unless otherwise defined.

II. REASON FOR CREATING 211 ALBERTA TO PURCHASE THE SHARES OF PREDATOR

- 6. At paragraphs 50 and 51 of the July 3 Affidavit, I discussed 211 Alberta's acquisition of all of the shares in the capital of Predator. The following paragraphs provide additional information as to my reasoning for causing 211 Alberta to acquire all the shares of Predator.
- 7. In early June 2018, I was informed by Predator's principal at the time, Greg MacDonald, that Predator had been approached by a third party in early 2018 offering to purchase all the outstanding shares in Predator, and that the shareholders of Predator were considering proceeding with the third party. Had the third party successfully completed the purchase of Predator's shares, I believe that Ranch would have lost the opportunity to acquire the Permits to the PNG Assets. Attached hereto as **Exhibit "A"** is a copy of the email and attached letter from a third party to Predator setting out the terms under which the third party proposed to purchase the shares of Predator.
- 8. As a result of insufficient cash flow, Ranch had been unable to comply with the following obligations under the Trust Agreement:
 - (a) Under section 4.1, Ranch was required to pay a monthly administrative fee to Predator, which increased in time intervals of 3 to 5 months, from \$40,250 to \$275,000, plus any reasonable costs incurred by Predator as a result of holding the assets. As of May 31, 2018, \$960,654.44 was owing on account of these fees and expenses;
 - (b) On April 20, 2018, Predator received from the British Columbia Oil and Gas Commission (the "OGC") an order to pay a security deposit of \$656,883, which Ranch was obligated to pay under section 4.1, and is obligated to indemnify Predator for under section 5.1. On June 18, 2018, I caused Predator, as sole its shareholder, to make this payment to the OGC on behalf of Ranch.

- (c) On June 28, 2018, Predator received from the OGC an order to pay an additional security deposit of \$2,752,849, which Ranch is obligated to pay under section 4.1 and is obligated to indemnify Predator for under section 5.1.
- (d) Under section 4.3(a), for 12 months following June 16, 2017, Ranch was required to pay 25% of its monthly net cash flow into a trust account to be allocated to abandonment, reclamation or other environmental liabilities, and thereafter, until the Permits were transferred to Ranch, pay into trust 25% of Ranch's net monthly cash flow plus an additional 25% of Ranch's net monthly cash flow as security for any security deposit required to be paid by the OGC. As of July 7, 2018, Ranch had failed to pay any funds into trust.
- 9. Further, in order to be entitled to obtain a transfer of the Permits, Ranch had to be compliant with the OGC's regulatory framework, including being qualified to hold the Permits. At the very least, Ranch would have to replace the current security deposit of \$15,656,868, provide the additional security deposit of \$3,710,412, and perform the regulatory obligations described in paragraphs 42 44 of this Affidavit, which would cost approximately \$3,101,000.
- 10. Further, the OGC has indicated that it would review Ranch's LMR monthly, and expected that an additional security deposit upwards \$15,000,000 could be required over the next 12 months. Attached hereto as **Exhibit "B"** is a true copy of an email originating from Mike Janzen, Director of Liability Management at OGC, dated July 3, 2018, setting out the OGC's position with respect to Ranch's LMR obligations.
- 11. It is my belief that if a third party gained control of the permits they would have pursued Ranch for the full all amounts owing under the Trust Agreement and possibly the PSA.
- 12. Because the Permits are integral to protecting the value of the PNG Assets for all stakeholders of Ranch, including Third Eye, I believed purchasing the shares of Predator and amalgamating Predator with Ranch was the most capital efficient approach to securing the Permits. As stated at paragraph 50 of the July 3 Affidavit, I discussed the option of purchasing Predator's shares with Horrox prior to causing 211 Alberta to do the same, but the idea was rejected by Third Eye. Subsequently, on June 30, 2018, Third Eye indicated to me that Ranch and Predator should be amalgamated.

III. INDEBTEDNESS OF RANCH

- 13. Ranch is indebted to Third Eye pursuant to a promissory note issued by Ranch to Third Eye on July 10, 2017 (the "**Original Note**") in the original principal amount of \$8,500,000, of which:
 - (a) \$7,000,000 was advanced by Third Eye to Ranch;
 - (b) \$1,000,000 was retained by Third Eye to be advanced to Ranch at a later date, when such amounts would be lent to OpsMobil Inc. to make certain payments as approved by Third Eye; and
 - (c) \$500,000 represented the fully earned and non-refundable closing fee payable by Ranch to Third Eye.
- 14. The Original Note has since been amended and restated seven times. Under each amendment, Third Eye advanced additional funds to Ranch for specified purposes, which are as follows:
 - (a) Under the first amended and restated promissory note, dated October 19, 2017, a further (i) \$1,210,000 was advanced to secure a letter of credit with ATB Financial, (ii) \$240,000 was advanced to pay outstanding invoices due to OpsMobil Inc., and (iii) \$50,000 represented the fully-earned and non-refundable closing fee owing to Third Eye;
 - (b) Under the second amended and restated promissory note, dated November 24, 2017, a further (i) \$2,950,000 was advanced to permit Ranch to pay amounts approved by Third Eye from time to time owing to third parties, and (ii) \$50,000 represented the fully-earned and non-refundable closing fee owing to Third Eye;
 - (c) Under the third amended and restated promissory note, dated February 15, 2018, a further (i) \$132,798.55 was advanced to pay outstanding interest owing to Third Eye, (ii) \$727,201.45 was advanced for working capital purposes, and (iii) \$100,000 represented the fully-earned and non-refundable closing fee owing to Third Eye;
 - (d) Under the fourth amended and restated promissory note, dated March 9, 2018, a further \$330,000 was advanced for working capital purposes;

- (e) Under a fifth amended and restated promissory note, dated March 16, 2018, a further (i) \$651,000 was advanced on the date thereof for working capital purposes, and (ii) \$31,000 represented the fully-earned and non-refundable closing fee paid by Ranch to Third Eye;
- (f) Under a sixth amended and restated promissory note, dated April 5, 2018, a further \$69,000 was advanced for working capital purposes;
- (g) Under a seventh amended and restated promissory note, dated April 13, 2018, a further \$750,000 was advanced for working capital purposes,

(the Original Note, collectively with the foregoing amended and restated promissory notes, being the "Ranch P-Note").

- 15. In total \$15,760,000 was advanced by Third Eye to Ranch under the Ranch P-Note, of which \$5,477,201.45 was allocated to address Ranch's working capital shortfall caused by depressed commodity prices and constrained due to production transmission curtailment and shut-in wells. The working capital advances were not used on operations that enhanced the value of the PNG Assets. \$731,000 represented Third Eye's fees.
- 16. Under the Promissory Note, interest was 12% compounded monthly in arrears (the "Interest Rate"), payable on the outstanding principal amount of the Promissory Note in arrears for the preceding calendar month on the first business day of each calendar month commencing August 1, 2017. If an event of default occurred, interest increased to the Interest Rate plus 10% per annum, for a total of 22% (the "Default Rate"). Under the Original Note, the principal amount and accrued interest was to be paid no later than September 30, 2017; however, from the third amended and restated promissory note onwards, Ranch was required to apply 25% of each receivable collected, net of transportation costs, to repay the principal owing under the Promissory Note. This obligation was without prejudice to Third Eye's absolute and sole discretion to demand repayment of the entire principal amount owing under the Promissory Note at any time.
- 17. Under the Promissory Note, interest payments were due on the first day of each month. The following interest payments were due under the Promissory Note.

- (a) September 1, 2017 in the amount of \$86,630.12, which was paid by Ranch on September 5, 2017;
- (b) October 1, 2017 in the amount of \$86,630.12, which was paid by Ranch on October 5, 2017;
- (c) November 1, 2017 in the amount of \$93,123.87, which was paid by Ranch on November 24, 2017;
- (d) December 1, 2017 in the amount of \$106,238.46, which was paid by Ranch on December 8, 2017;
- (e) January 1, 2018 in the amount of \$132,737.58, which was paid by Ranch on January 8, 2018;
- (f) February 1, 2018 in the amount of \$132,798.55, which was paid by Ranch on February 15, 2017;
- (g) April 1, 2018 in the amount of \$ 123,497.49, which was not paid by Ranch;
- (h) May 1, 2018 in the amount of \$281,617.34, which was not paid by Ranch; and
- (i) June 1, 2018, in the amount of \$302,044.16, which was not paid by Ranch.
- 18. All interest payments were subject to the Interest Rate, until March 26, 2018, after which date all interest payments were subject to the Default Rate.
- 19. As of June 30, 2018, Ranch has paid \$635,478.10 in interest to Third Eye under the Ranch P-Note, and has an additional \$707,158.99 owing in outstanding interest under the Ranch P-Note. A summary of fees and charges under the Ranch P-Note, and a copy of the Ranch P-Note account statement for May 2018, are attached hereto as **Exhibits "C"** and "**D"**, respectively.

IV. INDEBTEDNESS OF OPSMOBIL

20. OpsMobil is indebted to Third Eye pursuant to a credit agreement dated December 23, 2015 among OpsMobil Inc., as borrower, and 1734163 Alberta Inc., 1859821 Alberta Inc., 810807 Alberta Ltd., Air Dallaire Ltd., OpsMobil Group Inc. (formerly Gemini Helicopters Inc.), Lynn's Helicopter Leasing Ltd., OpsMobil Construction Inc. OpsMobil Energy Services Inc., K.L.

Capital Corp., Ranch Energy Corporation, Roch Dallaire and Ryan Tobber, as guarantors, the lenders from time to time party thereto, and Third Eye as administrative agent to the lenders. Such credit agreement was amended pursuant to (i) a forbearance agreement dated April 8, 2016, (ii) an amendment and extension to forbearance agreement dated July 6, 2016, (iii) a second amendment and extension to forbearance agreement dated September 30, 2016, and (iv) a third amendment and extension to forbearance agreement dated December 31, 2016 (such credit agreement as amended, restated, supplemented and modified, the "Credit Agreement" or the "OpsMobil Loan Agreement").

- 21. Under the Credit Agreement, Third Eye agreed to provide to OpsMobil (i) a revolver facility of \$3,000,000 (the "Revolver Facility"), and (ii) a term credit facility of \$7,000,000 (the "Term Facility"). The Closing Date under the Credit Agreement was December 23, 2015.
- 22. On June 1, 2016, OpsMobil Group Inc., 810807 Alberta Ltd. and Lynn's Helicopter Leasing Ltd. amalgamated to form Ops Group.
- In consideration of Third Eye arranging the financing under the Credit Agreement, OpsMobil was required to pay to Third Eye i) a closing fee of \$200,000.00, ii) a placement fee of \$100,000, iii) a fee equal to 2% per annum multiplied by the difference between the average daily advances outstanding under the Revolver Facility and the maximum amount available under the Revolver Facility, calculated on the first business day of each month, and iv) a monthly monitoring fee of \$10,000 per month.
- 24. The advance under the Term Facility was made on the Closing Date. Advances under the Revolver Facility were conditional on, among other things, there being no default or event of default under the Credit Agreement, no material adverse change had occurred in the business, operations and assets of OpsMobil, the delivery of a borrowing base certificate to Third Eye and the lending limit under the Revolver Facility not being exceeded.
- 25. Interest accrued under (i) the Revolver Facility bore interest at the greater of 12% per annum and the prime rate of the Royal Bank of Canada from time to time, compounded monthly not in advance, and (ii) the Term Facility at 14% per annum calculated monthly not in advance. If an event of default occurs, additional interest of 10% per annum was imposed, for a total 22% under the Revolver Facility and 24% under the Term Facility.

- 26. Under the Credit Agreement, OpsMobil is required to repay the principal under the Term Facility by monthly payments of \$87,500 on the first day of each month following the first anniversary of the Closing Date and the balance of all outstanding amounts under the Term Facility on the date that is 36 months after the Closing Date, or such later date as may be determined under the Credit Agreement (the "Maturity Date"). OpsMobil shall repay all advances made under the Revolver Facility and the Term Facility on the Maturity Date.
- As of April 30, 2018, Third Eye has advanced \$21,363,119.37to OpsMobil under the Credit Agreement. OpsMobil has paid \$2,275,283 in interest and \$143,150 in fees under the Credit Agreement. OpsMobil has been charged a further \$10,330,098 in interest and fees under the Credit Agreement that it has not yet paid to Third Eye. A summary of fees and charges under the Credit Agreement, and a copy of the Credit Agreement account statement for May 2018, are attached hereto as **Exhibits "E"** and "**F"**, respectively.

V. CONTROL OF THE APPLICANTS' CASH FLOW

- ATB Financial (formerly Alberta Treasury Branches, and referred to as "ATB"), Ranch and Third Eye entered into a blocked account agreement dated as of July 10, 2017 (the "Ranch Blocked Account Agreement"), which provides that ATB will maintain certain accounts of Ranch with ATB, being account no. 00791264100 and account no. 00791445800 (the "Ranch Accounts"), to which all deposits, revenues and other sums payable to Ranch shall be deposited, and, under the Blocked Account Agreement, a security interest is granted to Third Eye by Ranch of the deposits and other monies of Ranch in the Accounts. Attached hereto as Exhibit "G" is a true copy of the Ranch Blocked Account Agreement.
- ATB, OpsMobil and Third Eye also entered into a blocked account agreement (the "OpsMobil Blocked Account Agreement") in December of 2015, with respect to OpsMobil's accounts having account nos. 0047-5733-500, 0047-5636-300, 760-00541523300, and 760-0541262500 (the "OpsMobil Accounts", and collectively with the Ranch Accounts, the "Accounts"). The terms of the OpsMobil Blocked Account Agreement are identical to those of the Ranch Blocked Account Agreement. Attached hereto as Exhibit "H" is a true copy of the OpsMobil Blocked Account Agreement.
- 30. The Ranch Blocked Account Agreement and the OpsMobil Blocked Account Agreement (collectively, the "Blocked Account Agreements") stipulate that until there is a default under

the Ranch P-Note or the Credit Agreement, ATB will comply only with the transfer, withdrawal and disbursement instructions of Ranch or OpsMobil Inc, as applicable. Once Third Eye gives ATB notice of default under the Ranch P-Note and/or Credit Agreement, the Accounts are under the dominion and control of Third Eye, and Ranch and/or OpsMobil Inc. cease to be entitled to withdraw, draw upon or otherwise exercise authority with respect to the Accounts.

- 31. Starting July 2016 and continuing at various intervals until June 15 2017, Third Eye swept cash daily from the OpsMobil Accounts and applied these funds to their loan balances and fees. This forced repayment ranged for \$10,000 per day to \$40,000 per day and was paid in advance of all other required payments including: Canada Revenue Agency, payroll, subcontractors, and critical vendors and suppliers.
- 32. Ranch has never had free access to the funds made available to it under the Ranch P-Note. Since July 10, 2017, Ranch has been required to obtain approval from Third Eye for the use of funds under the Ranch P-Note, notwithstanding that Ranch had not defaulted under the Ranch P-Note until late-March of 2018.
- 33. On March 26, 2018, Ranch defaulted under the Ranch P-Note. Shortly thereafter Third Eye issued a notice to ATB blocking the Ranch Account.
- 34. Since March 18, 2016 and July 10, 2017, respectively, OpsMobil and Ranch, have had to submit requests to Third Eye any time they required access funds from the Accounts to pay vendors and other service providers. Each payment was individually approved.
- 35. Upon approval of any payment request, Third Eye would forward the requested funds to Ranch or OpsMobil, as applicable, for the approved purposes.
- 36. Since invoices need to be paid frequently, and these requests were made nearly on a daily basis. Attached hereto as **Exhibit "I"** is a list of each payment request made by OpsMobil and Ranch from March 18, 2016 to April 27, 2018.
- 37. Each payment request was reviewed by Third Eye, and either approved or rejected at Third Eye's sole discretion. Third Eye rejected payment requests for, *inter alia*, the following expenses:
 - (a) Administration payroll;

- (b) Field payroll; and
- (c) Subcontractor payments.
- 38. Since OpsMobil and Ranch were required to deposit all revenues and other sums in the Accounts, and Third Eye had exclusive power and authority over the Accounts, OpsMobil and Ranch were not able to pay any invoices without Third Eye's approval. Since March 18, 2016, Third Eye has reviewed and approved every single expenditure made by OpsMobil and Ranch, as applicable.
- 39. Since the last advance provided by Third Eye on April 13, 2018, OpsMobil and Ranch have struggled to operate within their current cash flows, due in part to depressed gas prices experienced during scheduled maintenance of gas transmission pipelines in the area in which Ranch and OpsMobil operate. During this period Third Eye has approved payments for a narrow scope of purposes, such as mineral lease payments owing to the Crown. Conversely, Third Eye has not approved the payment of amounts owing to Ranch's and OpsMobil's trade creditors. As a result, the unsecured trade debt owing by Ranch and OpsMobil to its service providers and vendors has increased dramatically since mid-April of this year. Attached hereto as **Exhibit "J"** and "K" are statements summarizing the accounts payable of Ranch and OpsMobil as of June 25, 2018 and July 2, 2018, respectively
- 40. Only July 3, 2018, I received a correspondence from Pam Gabris of Enbridge (the "Gabris Letter"), wherein she demanded payment from Ranch for amounts owing to Enbridge under invoices due on June 27, 2018 relating to transportation fees (the "Enbridge Fees"). Failure to pay the Enbridge Fees would give rise to a default under the transportation agreement between Enbridge and Ranch (the "Transportation Agreement"). Pursuant to the Transportation Agreement, Enbridge is permitted to terminate transportation of Ranch's natural gas if a default is not cured within five days of being served with notice. Such termination would have a material and detrimental impact on Ranch's ability to generate revenue.
- 41. Upon receiving the Gabris Letter, Thompson contacted Shinya to request how to proceed with the demand from Enbridge, since such payment would have to be approved by Third Eye in advance. Horrox responded to Thompson on behalf of Third Eye, wherein he did not approve the payment to Enbridge, but rather, advised that OpsMobil "discuss with [its] management

team." Attached hereto as **Exhibit "L"** are true copies of the Gabris Letter with attachments and subsequent email correspondence between Third Eye and OpsMobil.

VI. REGULATORY COMPLIANCE

- 42. As stated at paragraph 35 of the July 3 Affidavit, the PNG Assets consist of approximately 1600 wells. Of those wells, approximately 800 are non-producing wells.
- 43. Upon the transfer of the PNG Assets from Penn West to Predator, the OGC identified various deficiencies (the "OGC Deficiencies") with the PNG Assets. The OGC also issued a number of compliance orders to in respect of the PNG Assets (the "OGC Orders"). As indicated in paragraph 8 above, Ranch was required to indemnify Predator for any liabilities incurred or suffered by Predator as a result of holding the PNG Assets in trust, which would include the OGC Deficiencies and OGC Orders.
- 44. Currently, Ranch estimates the costs associated with remediating the OGC Deficiencies at approximately \$211,000, and the cost of complying with the OGC Orders at approximately \$2,890,000. Attached hereto as **Exhibit "M"** is are lists setting out the details of the OGC Deficiencies and OGC Orders.

VII. THE APPLICANTS' PROPOSED CCAA PLAN

- 45. The first critical plank of any plan under the *CCAA* is securing the Permits without significant expenditure up-front. The former shareholders of Predator (the "Former Shareholders"), who are at arm's length to Ranch and OpsMobil, are owed \$7,000,000 on account of the purchase price, which unpaid purchase price is secured by a security interest over all of the assets of 2118469 Alberta Ltd. ("211 Alberta"), including the shares in Predator. Predator also has paid a security deposit to the OGC equal to \$15,656,868, which the OGC is required to return to Predator on approving the transfer of the Permits. Since the Former Shareholders would likely object to a transfer or transaction that does not protect the actual value of their interest in Predator, part of the plan would have to protect that interest on terms acceptable to them. Since I have guaranteed the Indebtedness owing to Third Eye, any amounts in excess of the real economic interest of the Former Shareholders would have to go back into Ranch.
- 46. The Applicants have suggested amalgamating Ranch and Predator as a means of unifying the PNG Assets with the Permits. Under such an amalgamation, the amalgamated entity would also

acquire all of Predator's liabilities. As the sole shareholder Predator, I am aware that, as at April 30, 2018, Predator has liabilities in the amount of \$1,151,484, as well as a potential liability in the amount of \$2,042,001.56, mostly relating to accounts payable in respect of the PNG Assets. I believe under a CCAA proceeding, and with an amalgamation between Ranch and Predator, the claim by CNRL against Predator can be resolved amicably. Attached hereto as **Exhibit "N"** is a true copy of a correspondence from CNRL to Predator, dated June 8, 2018.

- 47. Prior to the *CCAA* application, Third Eye and Ranch had agreed to the concept of selling part or all of the working interest in the Wildboy gas plant to a Midstream company. We would propose to continue this approach, as it is a common and viable form of raising capital and I believe this process would result in a transaction that would completely payout the Ranch debts own and make substantial payment to the OpsMobil debts. Alvarez & Marsal Securities Canada ULC ("A&M Securities") had recently prepared the marketing materials for this purpose and we are in discussions with a number of interested parties.
- 48. If the *CCAA* application is granted and Alvarez & Marsal Canada Inc. ("**A&M**") is appointed as monitor, OpsMobil and Ranch would apply for an Order, in a form acceptable to Third Eye and other stakeholders:
 - (a) Creating a sale and investment solicitation process (the "SISP"), administered by A&M, with full disclosure to and consultation with Third Eye, its financial advisor and other stakeholders, except to the extent that they are proposing to purchase assets of Ranch or OpsMobil, in which event disclosure and consultation would be limited to the extent A&M believes necessary to control the integrity of the process. I envision that the SISP would created by court order, and would set out detailed procedures and key milestones that would be established by the Monitor, in consultation and agreement with the Applicants and Third Eye. Ensuring that key milestones and procedures are established and agreed upon will reduce the costs of administration of the CCAA proceeding;
 - (b) A&M would be given such enhanced powers under court order with respect to the Applicants, in order to assure Third Eye and other stakeholders that their concerns with respect to the management of the Applicants have been addressed; and

- (c) A&M would utilize the services of A&M Securities to carry out the marketing and sale activities under the SISP, on terms approved by this Court, to ensure that economies are achieved in carrying out the SISP.
- 49. As an independent court officer, A&M would ensure that transparency is achieved with the stakeholders of OpsMobil and Ranch. OpsMobil and Ranch are committed to giving A&M their complete cooperation and are prepared to work with Third Eye in a cooperative manner throughout this process.
- 50. A&M Securities has a good understanding of the assets and operations of Ranch and OpsMobil from its previous marketing work on such assets, and has already created certain marketing materials from such marketing. I believe that results from the prior marketing process conducted by A&M Securities are not representative of what could be achieved from a SISP in these proceedings. I believe that the current market conditions have changed since the previous marketing process was conducted, approximately nine months ago. Further, I believe that having a pre-approved SISP in place will provide comfort to parties interested in bidding that any or all bids or offers will be seriously considered, and that a transaction will take place.
- 51. If the CCAA Order is granted, there are a number of transactions which A&M could pursue:
 - (a) Airborne Energy Solutions ("AES") had agreed to purchase certain aviation assets of OpsMobil, and has been in possession of and operating the various assets subject to that agreement. If A&M and the Court are satisfied that the purchase price represents fair value to the estate, the transaction could be completed immediately, which would realize approximately \$1,500,000;
 - (b) A&M would market the remaining aviation assets of OpsMobil, which could have a value in the range of \$2,000,000 to \$3,000,000. AES has expressed an interest in these assets;
 - (c) The remaining value in OpsMobil is the goodwill associated with the asset management business. I approached ClearStream Energy Services Inc. ("ClearStream"), a publicly traded service company, to discuss a business combination pursuant to which ClearStream would create an asset management division to operate the asset management business and would add new projects. Currently, OpsMobil is in advanced negotiations with ClearStream about such combination. OpsMobil would receive 50% of the divisional

profits for 5 years. Based on the current contract and opportunities backlog we believe the expected earnings to the benefit of OpsMobil would be \$17,360,350 by the end of the third year. I do not believe a receiver could realize any value from the OpsMobil goodwill; and

- (d) A&M would market the PNG Assets of Ranch, including approaching parties who had previously indicated an interest in purchasing them.
- (e) A&M would engage a specialized marine broker to market the catamaran sail boat owned by 1859. Expected proceeds would be \$500,000 \$600,000.
- 52. These steps would form the building blocks of a plan that would at least bring the Permits within Ranch and possibly form the basis for a restructured Ranch and OpsMobil.

VIII. FILED 13-WEEK CASH FLOW FORECAST

- As previously reported and reflected in the filed 13-Week Cash Flow Forecast (and as commented in the Proposed Monitor's report dated July 3, 2018), Ranch and Ops originally required approximately \$3.7 million over the 13-week period.
- As agreed to with Third Eye in the Interim Stay Order, Third Eye advanced the majority of the \$856,000, of which \$300,000 was an pre-paid account receivable and \$355,275.38 was Ranch's cash on hand held by Third eye, to cover critical operating costs as reported in the 13-Week cash flow (and additional expenses relating to transportation costs that Third Eye wished to pay with cash as opposed to not allowing the transportation to be "stayed" from paying these amounts or having these companies rely on letters of credit that had been previously posted). These transportation costs, of approximately \$518,000 were not reflected in the 13-week cash flow as it was assumed that these amounts would have been stayed or that there was adequate security to pay these amounts in the letters of credit (which relate to pre-CCAA amounts outstanding). Goingforward in a CCAA proceeding, and as reflected in the 13-week cash flow forecast, transportation costs are forecasted to be paid on monthly basis. Ranch did receive a \$300,000 early payment by Middleton Energy Management Ltd. with respect to June production revenues. This payment was reflected in the filed 13-week cash flow and, in accordance with the Interim Stay Order, these funds were swept by Third Eye.

- Since the Week 1 receipts and expenses as included in the filed 13-Week cash flow forecasts have largely been collected and paid from the Interim Financing provided by Third Eye, respectively (except the forecast CCAA professional fees), OpsMobil and Ranch will now require approximately \$3.4 million (starting from Week 2 to Week 13). To address the next immediate cash flow concerns, Predator continues to be prepared (as originally contemplated) to advance an immediate \$500,000 as interim financing which will allow the Applicants to operate over the next two weeks. This, along with the immediate closing of the AES agreement will provide \$2,000,000 into the estate that will provide adequate cash flows until the first week of August 2018 (one additional month), or Week 6 of Ranch's 13-Week cash flow. The Company would then be required to obtain an additional \$1.5 million to address the remaining cash flow needs over the 13-Week cash flow period.
- My management team and I have been actively pursuing additional interim financing. I expect, imminently, to receive a number of term sheets to provide interim financing for up to \$5 million. I understand that once an additional interim lender is selected, closing will likely take no more than two weeks, subject to court approval. I am confident that I will be able to obtain additional interim financing before we return to Court, but have instructed my counsel to seek a stay that expires before the cash resources, including the amounts advanced by Predator, are exhausted.
- 57. I have been in discussions with the following parties in respect of obtaining additional interim financing:
 - (a) Maynbridge Capital;
 - (b) Bullmoose Capital;
 - (c) Stream Capital;
 - (d) Callidus Capital;
 - (e) Pillar Capital;
 - (f) AES;
 - (g) Angelo Gordon; and

- (h) Invinco Capital.
- I expect to have term sheets in respect of offers for interim financing from some of the abovenoted parties within a matter of days of the date of this Affidavit. Interim financing and the SISP would permit a plan to restructure Ranch and OpsMobil, or at least enable the amalgamation of Ranch and Predator.
- 59. Further, if this court were to provide relief under the CCAA, and Third Eye wish to provide the interim financing, then subject to agreeing upon reasonable terms, the Applicants would be amenable to obtaining financing from them.
- 60. Therefore, from a cash flow perspective, the cash flow requirements identified in the 13-Week cash flows that I signed, are achievable if (i) this court allows the interim financing of \$500,000 that Predator is prepared to advance, (ii) closing of the sale to AES occurs forthwith (which I am advised AES supports) and (iii) further interim financing is obtained. Without the interim financing, the Applicants would be unable to cause the amalgamation of Ranch and Predator, and to pursue a SISP, and develop a plan of compromise and arrangement to preserve their core business.
- I swear this my Affidavit in support of an Application for the relief set out in the proposed form of Order attached to the Application filed by the Applicants on July 3, 2018, and for no other or improper purpose.

SWORN BEFORE ME at Calgary, Alberta, this 8th day of July, 2018

A Commissioner for Oaths in and for the Province of Alberta

RYAN TOBBER

THIS IS EXHIBIT "A" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME

THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

Mersich, Anthony

Subject:

FW: FW: Offer to buy shares

Attachments:

Shivji CFO - Pred BC LOI - 2018.01.01.doc

----- Forwarded message -----

From: **Greg Macdonald** < <u>Greg.MacDonald@predatoroil.com</u>>

Date: Thu, Jul 5, 2018 at 1:46 PM Subject: FW: Offer to buy shares

To: Ryan Tobber < ryan.tobber@opsmobil.com >

----Original Message----

From: <u>arif.shivji@shivjicfoservices.com</u> < <u>arif.shivji@shivjicfoservices.com</u>>

Sent: Friday, June 15, 2018 11:06 AM

To: Greg Macdonald < Greg. MacDonald@predatoroil.com >; 'Steve Holyoake'

< steve.holyoake@fireweedenergy.com>; Graydon Glans < Graydon.Glans@predatoroil.com>; 'Wong-Chor,

Trevor' < trevor.wong-chor@dlapiper.com >; 'Joel Macleod' < jmacleod@tidewatermidstream.com >

Cc: arif.shivji@shivjicfoservices.com

Subject: Offer to buy shares

Joel,

I will try my best to get this back on track.

Arif

Arif Shivji, CA MBA CFA

Shivji CFO Services Inc.

Cell: (403)803-2150

Email: <u>Arif.Shivji@ShivjiCFOservices.com</u> Website: <u>www.ShivjiCFOservices.com</u>



January 1, 2018

Predator Oil BC Ltd. 900, 222 – 3rd Avenue SW Calgary AB, T2P 0B4

Re: OFFER TO PURCHASE SHARES

Shivji CFO Services Ltd. ("Shivji CFO" or the "Purchaser") is focused on developing start ups to generate significant return for shareholders. Shivji CFO is looking for its initial acquisition of undervalued assets for the base. The plan is deploy development capital to be over 5,000 boe/day with transaction value \$100M with a planned exit in a few years through strategic acquisitions.

Shivji CFO has reviewed the initial documents provided by Predator Oil BC Ltd. ("**Pred BC**" or the "**Vendor**") for the petroleum assets, including all the lands, the leases, and the leased substances, wells, equipment, seismic data, and the contracts and permits in respect of lands ("**Assets**").

Shivji CFO hereby makes this non-binding offer to purchase the all the issues and outstanding common shares of Pred BC:

- 1. The purchase price for each share shall be \$1 Canadian Dollars ("Purchase Price") to be paid in a full cash transaction.
- 2. The Purchaser is committed to recover the BCOGC deposit and Loan Receivable and invest funds in BC that may assist with improving the LMR position. In addition to exploring for zones that geological potential, Shivji desires to perform workovers, recompletions, and equipment repairs to increase production quickly.
- 3. The Purchaser will consider hiring any Pred BC staff currently overseeing the Assets and are interested in joining the Shivji CFO team.
- 4. Arif Shivji will become the sole director of Pred BC and be the main contact for BCOGC in relation to the LMR.
- 5. The plan of Shivji CFO in relation to the LMR is outlined below:
 - a. Negotiate with Ranch/Third Eye to help get producing assets back online
 - b. Present 2 year plan to bring LMR within compliance
 - c. Source potential acquisition target with cash flow with positive LMR position to marry with current negative position
- 6. This offer is subject to entering a mutually acceptable agreement documenting this transaction ("Definitive Agreement").

- 7. To have limited disruption to Pred BC business, Shivji CFO will limit the due diligence period to a maximum of seven (7) days, which will consist of being satisfied of:
 - a. the recent operating results and financial results of the Assets;
 - b. the field and environmental inspection of the Assets;
 - c. the land records, well files, technical data, marketing arrangements, and contracts;
 - d. good title and no encumbrances affecting the Assets; and
 - e. the liabilities/expenditures that relate to the Assets.
- 8. The closing of this transaction shall occur on or about sixty (7) days from the acceptance of this offer and the effective date of the transaction would be January 1, 2018. If Pred BC prefers a different close date, the Purchaser will provide best efforts to meet this request.

This offer is open for acceptance until the close of business on January 3, 2018, at which time this offer may be withdrawn without further notice. If there are any questions with regard to this offer, please contact Arif.Shivji@ShivjiCFOservices.com.

Yours Truly,

SHIVJI CFO SERVICES INC.

Arif Shivji, CA MBA CFA
President

Accepted and Agreed to this __ day of ______, 2018.

PREDATOR OIL BC LTD.

Per: ______
Name: ______
Position:

THIS IS EXHIBIT "B" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME

THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

Mersich, Anthony

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FW: FW: Predator BC June Security Deposit Requirement Order

----- Forwarded message -----

From: Shereen Botros < shereen.botros@opsmobil.com>

Date: Tue, Jul 3, 2018 at 6:38 PM

Subject: Fwd: FW: Predator BC June Security Deposit Requirement Order

To: Ryan Tobber <ryan.tobber@opsmobil.com>

FYI

Shereen Botros, P.Eng Director, Engineering & Asset Integrity

Office: 403-930-1719 Cell: 403-466-1543

Safety is a continuing journey, not a final destination

----- Forwarded message -----

From: Janzen, Mike < Mike.Janzen@bcogc.ca>

Date: Tue, Jul 3, 2018 at 6:29 PM

Subject: RE: FW: Predator BC June Security Deposit Requirement Order

To: Shereen Botros <shereen.botros@opsmobil.com>

Hi Shereen,

As per your request, we are able to provide an estimated security deposit requirement for a potential transfer of permits from Predator to Ranch. If a transfer application were submitted today for all Predator permits, Ranch would be required to replace the existing security deposit of \$15,656,868 that the Commission holds for Predator (either through replacement or authorization to transfer). Ranch would also have to submit an additional security deposit of \$3,710,412 to reach an LMR of 1.0. Following transfer, security requirements would be assessed monthly. At current production decline rates, assuming no mitigation, this could mean that an additional security requirement of approximately \$15 million would be required over the next 12 months.

Note that this estimate of security is strictly based on LMR and does not consider the cost of other field work as it relates to compliance obligations. Ranch would be required to continue to meet regulatory obligations, and submission of the required security would not relieve Ranch of existing compliance requirements.

We had also discussed connecting our legal counsel. Please have your legal counsel get in touch with Claire Bond (claire.bond@bcogc.ca) so that they may discuss any reviews of relevant court materials.



DEDICATED TO STRVICE, LEADING WITH LAPITHERICS

Mike Janzen P.Geo. Director, Liability Management Mike.Janzen@bcogc.ca Victoria BC Office Address Directory bcogc.ca T. 250 419-4464 F. 250-419-4403





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Mike Janzen P.Geo. Director, Liability Management Mike.Janzen@bcogc.ca Victoria BC Office Address Directory bcogc.ca T. 250 419-4464 F. 250-419-4403





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Begin forwarded message:

From: "Abbott, Wade" < Wade. Abbott@BCOGC.ca < mailto: Wade. Abbott@BCOGC.ca >>>

Date: July 3, 2018 at 11:11:04 AM MDT

To: Graydon Glans < Graydon. Glans @predatoroil.com < mailto: Graydon. Glans @predatoroil.com >>, "Janzen,

Mike" < Mike.Janzen@bcogc.ca < mailto: Mike.Janzen@bcogc.ca >>

Cc: Greg Macdonald < Greg. MacDonald @predatoroil.com < mailto: Greg. MacDonald @predatoroil.com >>>

Subject: RE: Predator BC June Security Deposit Requirement Order

Good morning Graydon and Greg,

As mentioned by Mike, please find attached the noted security requirement.

Regards,

This e-mail and any attachments may contain confidential and privileged information. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this e-mail and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal.

THIS IS EXHIBIT "C" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME

THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

D		0
Kanch	Energy	Corporation

	Monthly Revenue	A/P (Includes OpsMovbil A/R)	Ranch Energy C Third Eye Fees - Ranch Fees & Interest	Cumulative Charges	Third Eye Fees / Revenue	Third Eye Cum Fees / A/P	Payments/Gains to Third Eye
Jun 2017		434,291					
Jul 2017	1,272,806	787,060	500,000	500,000	39.28%	63.53%	500,000
Aug 2017	1,301,091	1,073,728	86,630	586,630	6.66%	54.63%	
Sep 2017	1,147,930	1,831,957	83,950	670,580	7.31%	36.60%	86,630
Oct 2017	1,000,391	3,701,072	143,124	813,704	14.31%	21.99%	133,950
Nov 2017	1,885,330	4,590,836	156,238	969,942	8.29%	21.13%	143,124
Dec 2017	1,868,121	9,837,028	632,738	1,602,680	33.87%	16.29%	106,238
Jan 2018	1,855,966	12,408,116	132,799	1,735,478	7.16%	13.99%	132,738
Feb 2018	1,739,552	12,772,949	100,000	1,835,478	5.75%	14.37%	232,799
Mar 2018	1,986,717	14,059,917	154,497	1,989,976	7.78%	14.15%	31,000
Apr 2018	1,446,163	12,772,949	281,617	2,271,593	19.47%	17.78%	
May 2018	1,124,059	13,759,711	302,044	2,573,637	26.87%	18.70%	
Total .	16,628,126		2,573,637				1,366,478

THIS IS EXHIBIT "D" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME

THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

THIRD EYE CAPITAL CORPORATION as AGENT

Statement of Charges for: Due and payable on:

May 2018 June 1, 2018

INTEREST DUE

530,089.62

\$

PRINCIPAL DUE

Ranch Energy Corporation 1200, 815 8th Ave S W Calgary, AB T2P 3P2

Attention: Ryan Tobber

INTEREST AND PRINCIPAL

Promissory Note ^{1, 2, 3, 4, 5, 6, 7, 8}		16,165,114.83	
Interest due this period	12.00%		164,751.36
Default Interest due this period	10.00%		137,292.80
Principal Repayment ⁹		194,865.85	wa.
Total due this period		194,865.85	302,044.16
FEES AND EXPENSES			
Monitoring Fee			
Standby Fee			-
Wire Fees			=
Miscellaneous			=
Expenses - Netherland Sewell Associates Inc Re: F Legal Fees	PREDATOR		33,179.61
Total Fees and Expenses due this period			33,179.61

Notes:

- 1. Promissory note executed and funded on July 10, 2017
- 2. A&R Promissory Note Executed Oct 19, 2017
- 3. 2nd A&R Promissory Note Executed Nov 23, 2017

Total to be paid this period

- 4. 3rd A&R Promissory Note Executed February 15, 2018
- 5. 4th A&R Promissory Note . Executed March 9, 2018
- 6. 5th A&R Promissory Note, Executed March 16, 2018
- 7. 6th A&R Promissory Note, Executed April 5, 2018
- 8. 7th A&R Promissory Note, Executed April 13, 2018
- 9. Per 3rd A&R Promissory Note, Sec 2.

EOE

SCHEDULE I - Promissory Note

Transaction		Transaction Date	<u>Amount</u>
Opening Balance (Initial Advance)		07/10/17	8,500,000.00
Interest - Due September 1, 2017		09/01/17	86,630.12
Payment of Interest, September 5, 2017		09/05/18 -	86,630.12
Interest - Due October 1, 2017		10/01/17	83,949.52
Payment of Interest, October 3, 2017		10/03/17 -	83,949.52
Advance #2 - Amended & Restated Promissory Note		10/19/17	1,500,000.00
Interest - Due November 1, 2017		11/01/17	93,123.87
Advance #3 - 2nd Amended & Restated Promissory Note		11/24/17	3,000,000.00
Payment of Interest, November 24, 2017		11/24/17 -	93,123.87
Interest - Due December 1, 2017		12/01/17	106,238.46
Payment of Interest, December 8, 2017		12/08/17 -	106,238.46
Interest - Due January 1, 2018		01/01/18	132,737.58
Payment of Interest, January 8, 2018		01/08/18 -	132,737.58
Interest - Due February 1, 2018		02/01/18	132,798.55
Advance #4 - 3rd Amended & Restated Promissory Note		02/15/18	960,000.00
Payment of Interest, February 15, 2018		02/15/18 -	132,798.55
Advance #5 - 4th Amended & Restated Promissory Note		03/09/18	330,000.00
Advance #6 - 5th Amended & Restated Promissory Note		03/16/18	651,000.00
Default Interest - Due April 1, 2018		04/01/18	123,497.49
Advance #7 - 6th Amended & Restated Promissory Note		04/05/18	69,000.00
Advance #8 - 7th Amended & Restated Promissory Note		04/13/18	750,000.00
Regular Interest - Due May 1, 2018		05/01/18	153,609.50
Default Interest - Due May 1, 2018		05/01/18	128,007.84
Promissory Note Outstanding at:	May 31, 2018		16,165,114.83

THIS IS EXHIBIT "E" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME

THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

	Monthly Revenue (Includes Ranch A/R)	A/R Balance (Includes Ranch A/R)	OpsMobil A/P &	OpsMobil Group Third Eye Fees - Ops Fees & Interest	Third Eye Cumulative Charges	Third Eye Fees / Revenue	Third Eye Cum Fees / A/P	Payments/Gains to Third Eye
Dec 2015	1,966,979	4,875,082	8,963,892	1,976,506	1,976,506	100.48%	22.05%	1,976,506
Jan 2016	1,575,495	4,373,405	8,933,840	0	1,976,506	0.00%	22.12%	
Feb 2016	1,396,719	3,734,903	8,310,561	156,953	2,133,459	11.24%	25.67%	35,000
Mar 2016	1,566,031	3,500,449	7,750,059	204,694	2,338,153	13.07%	30.17%	
Apr 2016	1,732,429	4,082,467	6,488,341	434,611	2,772,764	25.09%	42.73%	
May 2016	2,495,411	4,976,595	5,466,330	327,415	3,100,179	13.12%	56.71%	
Jun 2016	2,195,411	4,165,528	5,666,944	348,335	3,448,514	15.87%	60.85%	60,000
Jul 2016	2,870,872	4,826,500	6,185,169	498,605	3,947,119	17.37%	63.82%	620,212
Aug 2016	2,883,473	5,433,444	6,993,023	321,168	4,268,287	11.14%	61.04%	530,000
Sep 2016	2,532,381	4,875,790	7,266,966	302,231	4,570,518	11.93%	62.89%	462,400
Oct 2016	2,291,562	4,569,768	8,043,979	450,762	5,021,280	19.67%	62.42%	501,300
Nov 2016	2,582,045	4,836,635	9,782,988	320,284	5,341,564	12.40%	54.60%	869,828
Dec 2016	2,226,264	4,315,498	10,310,863	499,189	5,840,753	22.42%	56,65%	1,037,781
Jan 2017	1,531,677	4,415,883	10,560,116	350,615	6,191,368	22.89%	58.63%	741,941
Feb 2017	1,722,826	4,191,331	10,889,040	323,332	6,514,700	18.77%	59.83%	379,512
Mar 2017	1,637,900	3,841,333	12,351,571	362,881	6,877,581	22.16%	55.68%	18,200
Apr 2017	1,571,780	3,840,847	13,662,649	346,795	7,224,376	22.06%	52.88%	610,000
May 2017	2,016,839	4,437,685	15,114,849	320,049	7,544,425	15.87%	49.91%	383,400
Jun 2017	2,185,244	4,315,301	16,198,040	345,695	7,890,121	15.82%	48.71%	468,700
Jul 2017	2,343,662	3,925,233	16,882,303	360,282	8,250,403	15.37%	48.87%	181,700
Aug 2017	2,061,281	4,049,349	17,548,287	366,691	8,617,094	17.79%	49.11%	360,282
Sep 2017	2,405,488	5,067,404	18,629,987	354,595	8,971,689	14.74%	48.16%	567,227
Oct 2017	2,471,226	4,158,953	19,419,053	367,070	9,338,759	14.85%	48.09%	211,167
Nov 2017	1,851,874	3,237,717	20,285,752	358,946	9,697,705	19.38%	47.81%	97,163
Dec 2017	1,680,813	3,237,717	17,915,879	373,624	10,071,329	22.23%	56.21%	394,887
Jan 2018	2,458,129	3,727,963	18,639,782	378,810	10,450,139	15.41%	56.06%	44,410
Feb 2018	3,055,080	4,571,785	19,998,246	350,542	10,800,680	11.47%	54.01%	3,185
Mar 2018	2,663,536	5,060,525	21,753,292	393,575	11,194,255	14.78%	51.46%	
Apr 2018	3,148,448	6,796,068	24,167,026	388,339	11,582,594	12.33%	47.93%	
May 2018	1,452,365	7,140,960	24,667,645	405,570	11,988,164	27.92%	48.60%	
Total	64,573,240			11,988,164				10,554,802

THIS IS EXHIBIT "F" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME

THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

THIRD EYE CAPITAL CORPORATION as AGENT

Statement of Charges for: Due and payable on:

June 2018 July 3, 2018

Opsmobil Inc. 1200, 815 8th Ave S W Calgary, AB T2P 3P2

Attention: Mr. Ryan Tobber

INTEREST AND PRINCIPAL

CLOT AND PRINCIPAL		PRINCIPAL DUE	INTEREST DUE
Term Loan ¹		10,803,908.14	
Interest due this period ²	16.00%		142,078.80
Default Interest due this period 4	10.00%		
Revolver Facility ⁵		6,669,810.05	
Regular Interest due this period ^{2, 3}	15.45%		84,697.50
Default Interest due this period 4	10.00%		54,820.20
Forbearance Facility ⁶		5,316,293,59	•
Regular Interest due this period ^{2, 3}	15.45%	, ,	67,509.60
Default Interest due this period 4	10.00%		43,695.60
Principal Repayment ⁷		167,500.00	,
Total due this period		167,500.00	392,801.70

FEES AND EXPENSES

Unused Line Fee ⁸	_
Monitoring Fee ⁹	10,000.00
Forbearance Fee	· <u>-</u>
Advance Fee	
Wire Fees	•
Legal Fees	
Total due this period	10,000.00
Total to be paid this period (in CAD)	\$ 570,301.70

Notes:

- See Schedule I for details.
- 2. The applicable rate has been increased by 2.0% during the Forbearance Period.
- 3. Canadian Prime Rate increased to 3.45% effective January 18, 2018
- 4. Default interest was charged on the Revolver & Forbearance Facilities for the period from June 1-30, 2018 due to various Events of Default that have occurred and are continuing. Default interest was not calculated on the Term Facility per the Forbearance Extension executed on July 6, 2016.
- 5. See Schedule II for details.
- 6. See Schedule III for details
- 7. Principal Repayment amount shown includes: \$80,000 Flight Repayment Amount for May/18 and \$87,500 Term Repayment due July 1/18
- 8. The Unused Line Fee is calculated based on the difference between the Revolver Commitment Amount of \$3,000,000 less the Advances Outstanding in the month of June 2018.
- 9. Monitoring Fee for the month of July 2018 (due and payable in advance).

SCHEDULE I - Term Facility

	<u>Transaction</u>	Transaction Date	<u>Amount</u>
	Opening Balance (Initial Advance)	12/23/15	7,000,000.00
Plus:	Interest - February 1-29, 2016, due	03/01/16	113,162.46
	Interest - March 1-31, 2016, due	04/01/16	144,991.65
	Interest - April 1-30, 2016, due	05/01/16	152,321.73
	Interest - May 1-31, 2016, due	06/01/16	163,639.70
	Interest - June 1-30, 2016, due	07/04/16	161,857.80
	Payment of interest July 4, 2016 from proceeds of insurance	07/04/16 -	161,857.80
	Payment of Principal July 4, 2016 from proceeds of insurance	07/04/16 -	145,354.38
	Term Advance	07/06/16	1,375,000.00
	Interest - July 1-31, 2016, due August 2, 2016	08/02/16	117,024.89
	Interest - August 1-31, 2016, due September 1, 2016	09/01/16	121,224.88
	Interest Payment - Flight Hour Term Payment	09/08/16 -	18,897.91
	Principal Payment - Flight Hour Term Repayment	09/08/16 -	3,502.09
	Interest - September 1-30, 2016, due October 3, 2016	10/03/16	118,682.74
	Interest Payment - Flight Hour Term Payment	10/03/16 -	18,310.84
	Principal Payment - Flight Hour Term Payment	10/03/16 -	62,989.16
	Interest - October 1-31, 2016, due November 1, 2016	11/01/16	123,147.17
	Payment of Principal November 3, 2016 from proceeds of insurance	11/03/16 -	3,027.56
	Interest Payment - Flight Hour Term Payment	11/01/16 -	18,065.54
	Principal Payment - Flight Hour Term Payment	11/01/16 -	61,934.46
	Interest - November 1-30, 2016, due December 1, 2016	12/01/16	120,582.65
	Interest - December 1-31, 2016, due January 3, 2017	01/01/17	125,259.53
	Interest - January 1-31, 2017, due February1, 2017	02/01/17	126,961.74
	Interest - February 1-28, 2017, due March 1, 2017	03/01/17	116,233.60
	Interest - March 1-31, 2017, due April 3, 2017	04/03/17	130,266.65
	Interest - April 1-30, 2017, due May 1, 2017	05/01/17	127,777.50
	Interest - May 1-31, 2017, due June 1, 2017	06/01/17	133,773.06
	Interest - June 1-30, 2017, due July 1, 2017	07/01/17	131,217.30
	Interest - July 1-31, 2017, due Aug 1, 2017	08/01/17	137,374.02
	Payment - July/17 Interest & fees, received Aug 4, 2017	08/04/17 -	137,374.02
	Interest - August 1-31, 2017, due Sep 1, 2017	09/01/17	137,554.68
	Payment - August/17 Interest & fees, received Sep 6, 2017	09/06/17 -	137,554.68
	Interest - September 1-30, 2017, due Oct 2, 2017	10/02/17	133,244.10
	Interest - October 1-31, 2017, due Nov 1, 2017	11/01/17	139,184.73
	Payment - Term Loan reduced from proceeds of insurance (C-GOFX)	11/10/17 -	86,337.98
	Payment - Term Loan reduced from proceeds of insurance (C-GOFX)	11/23/17 -	10,792.25
	Interest - November 1-30, 2017, due Dec 1, 2017	12/01/17	135,692.64
	Payment - Term Loan reduced from proceeds of insurance (C-GOFX)	12/19/17 -	394,887.25
	Interest - December 1-31, 2017, due Jan 2, 2018	01/02/18	138,484.45
	Payment - Term Loan reduced from proceeds of insurance (C-GOFX)	01/04/18 -	40,588.57
	Payment - Term Loan reduced from proceeds of insurance (C-GOFX)	01/25/18 -	3,821.53
	Interest - January 1-31, 2018, due Feb 1, 2018	02/01/18	137,606.28
	Payment - Term Loan reduced from proceeds of insurance (C-GOFX)	02/14/18 -	3,184.79
	Interest - February 1-28, 2018, due Mar 1, 2018	03/01/18	125,872.75
	Interest - March 1-31, 2018, due Apr 2, 2018	04/02/18	141,049.38
	Interest - April 1-30, 2018, due May 1, 2018	05/01/18	138,354.30
	Interest - May 1-31, 2018, due Jun 1, 2018	06/01/18	144,846.57
	Term Facility Outstanding at: June 30, 2018		10,803,908.14

SCHEDULE II - Revolver Facility

	Transaction	<u>Transaction Date</u>	<u>Amount</u>
	Opening Balance (Initial Advance)	12/23/15	1,800,000.00
Plus:	Advance	02/04/16	185,000.00
	Advance	02/12/16	350,000.00
	Repayment	02/18/16 -	35,000.00
	Interest - February 1-29, 2016, due Mar 1, 2016	03/01/16	32,469.77
	Unused Line Fee, due Mar 1, 2016	03/01/16	1,321.17
	Monitoring Fee, due Mar 1, 2016	03/01/16	10,000.00
	Advance	03/18/16	400,000.00
	Interest - March 1-31, 2016, due Apr 1, 2016	04/01/16	48,669.79
	Unused Line Fee, due Apr 1, 2016	04/01/16	882.28
	Monitoring Fee, due Apr 1, 2016	04/01/16	10,000.00
	Wire Fee, due Apr 1, 2016	04/01/16	150.00

Advance Forbearance Fee, Apr 8, 2018, due Apr 8, 2016 04/01/16 04/08/16 263,100.39 200,000.00

THIS IS EXHIBIT "G" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME

THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

Anthony Mersich Barrister and Solicitor

BLOCKED ACCOUNT AGREEMENT

(with a trigger)

THIS AGREEMENT dated as of July 10, 2017

BETWEEN:

ALBERTA TREASURY BRANCHES, in its capacity as the provider of banking services (hereinafter called "Account Bank")

AND:

RANCH ENERGY CORPORATION

(hereinafter called "Obligor")

AND:

THIRD EYE CAPITAL CORPORATION.

as agent for and on behalf of itself and the Lenders

(together with any successor thereto acting in such capacity, the "Agent")

WHEREAS the Obligor, the Agent and certain lenders, *inter alia*, have entered into the Credit Agreement which provides, *inter alia*, for financing for the Obligor, by the Lenders as contemplated therein;

AND WHEREAS in order to secure the Obligations of the Obligor under the Credit Agreement and the other Credit Documents, the Obligor has entered into the Security Documents to which it is a party, pursuant to which the Obligor has granted a security interest in favour of the Agent on behalf of itself and the Lenders in all of the Obligor's present and after acquired personal property including, among other things, all right, title and interest of the Obligor in and to certain present and future accounts, contract rights, general intangibles, documents, instruments, chattel paper, deposit and other bank accounts and proceeds of the foregoing (collectively, the "Collateral");

AND WHEREAS the Obligor has established the accounts listed in Schedule A, as such Schedule may be amended, restated or replaced from time to time (collectively, the "Accounts") with the Account Bank.

NOW THEREFORE in order for the Obligor to comply with the requirements of the Credit Agreement and the other Credit Documents, and in consideration of the reciprocal obligations herein provided and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, each of the Account Bank, the Obligor and Agent agree as follows:

- 1. **Definitions**. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, all capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. In addition, the following terms shall have the following meanings:
 - "Credit Agreement" means, as applicable, either (i) the promissory note dated on or about the date hereof; or (ii) the amended and restated credit agreement if, as and when entered into, in each case among, *inter alia*, OpsMobil Inc., the Obligor, the Lenders and the Agent, as the same may be amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and includes any agreement extending the maturity, refinancing or restructuring of all or any portion of, the indebtedness under such agreement or any successor agreements, whether or not with the same Agent or Lenders; and
 - (b) "Lenders" means all Persons who from time to time are Lenders under the Credit Agreement including the successors and assigns of all such entities including, without limitation, each successor arising as a result of an amalgamation or other corporate reorganization or as a result of a partnership being dissolved and a new partnership constituted in its place to carry on its business or one or more members of a partnership being replaced with new members.
- 2. **Establishment of Accounts**. The Account Bank will maintain the Account of the Obligor as long as the Obligor is in compliance with the terms of the Account Bank's account documentation with respect to its Account. The Obligor and the Account Bank acknowledge that the Obligor shall not be permitted to establish any new bank account with the Account Bank without such account becoming an "Account" (as defined herein) and being subject to this Agreement in favour of the Agent.
- 3. **Deposits to Accounts**. Pursuant to the Credit Agreement, the Obligor has agreed to establish the Accounts with the Account Bank listed opposite its name and to deposit or cause to be deposited to the Accounts, all revenues, receipts, monies and proceeds and other sums of any nature received (or to be received) by or payable (or to become payable) to the Obligor, and proceeds of the Collateral in the manner specified in the Credit Agreement.
- 4. **Security Interest of Agent and Lenders**. The Obligor has granted to Agent, for and on behalf of itself and the Lenders, a security interest in and lien upon, and pledged to Agent, its interest in the Collateral as set out in the second recital on page 1. The Agent acknowledges and agrees that it shall take whatever action it considers appropriate and necessary to protect and enforce its rights respecting the Accounts, including completion and registration of any documents or financing statements in order to perfect any security interests in the Accounts. The Account Bank makes no representations and assumes no liability respecting the validity or the enforceability of any security interest the Agent and the Lenders, or any other party may have relating to the Accounts or the existence of any other liens or other interests respecting the Accounts. The Account Bank assumes no responsibility or liability for

maintaining the perfection, registration or validity of the security interest of Agent in the Accounts.

- 5. Authority. Until receipt by the Account Bank of written notice from Agent (such notice being in the form of Schedule B hereto and referred to as a "Trigger Notice") and provided the Obligor is in compliance with the terms of the Account Bank's account documentation, the Account Bank will comply only with the transfer, withdrawal and disbursement instructions of the Obligor or OpsMobil Inc. The Agent agrees with the Obligor that it will not deliver a Trigger Notice to the Account Bank unless and until the occurrence of a Default or an Event of Default (which has not been either cured or waived in accordance with the provisions of the Credit Agreement) and the Agent is entitled to enforce its security interest pursuant to the Credit Agreement. Upon receipt by the Account Bank of a Trigger Notice in respect of an Account, the Obligor whose Account it is waives authority to withdraw any amounts from, to draw upon or otherwise exercise any authority or powers with respect to such Account and all amounts held therein and the Account shall be under the sole dominion and control of Agent. Notwithstanding the immediate effect of the Trigger Notice in respect of an Account, the Obligor and Agent acknowledge that the Account Bank may require up to two (2) business days (i.e. a day other than Saturday or Sunday when the Account Bank is open for business in Calgary, Alberta) to implement the necessary changes required by the Trigger Notice and will not be liable for (a) any instructions from the Obligor whose Account it is that have been processed prior to receipt of a Trigger Notice or (b) irrevocable electronic funds transfers or wire transfers that are subject to cut-off times and have been processed prior to receipt of the Trigger Notice.
- 6. **No Duty to Inquire**. Subject to Section 12 and upon receipt by the Account Bank of a Trigger Notice, the Account Bank will not have any duty to inquire whether or not Agent is entitled to give, and has no duty to question, instructions, certificates or notices pursuant to any of the provisions of this Agreement or any other agreement. Any instructions, certificates or notices given by Agent following receipt by the Account Bank of a Trigger Notice will be conclusive authority for the Account Bank to act in accordance with such instructions, certificates or notices. The Account Bank is not obliged or required to monitor any requirements or obligations of Agent or the Obligor pursuant to this Agreement or any other agreement.
- 7. Account Transfers. If at any time after receipt by the Account Bank of a Trigger Notice the Account Bank terminates this Agreement, all amounts in the Accounts to which the Trigger Notice relates shall automatically and without further direction be remitted, at the cost and expense of the Obligor whose Account it is, by transfer solely to the account of Agent (the "Agent Account") then specified by it in writing to the Account Bank.
- 8. **Reporting**. At such time or times as Agent may request, the Account Bank will promptly report to Agent the amounts deposited in the Accounts and will furnish to Agent copies of, deposit tickets, deposited items, debit and credit advices and other records maintained by the Account Bank under the terms of its arrangements with the Obligor. The Account Bank shall provide the Obligor with monthly statements of account, debt and credit advices and

copies of all relevant communications issued by the Account Bank in the normal course of operating the Accounts (the "Customer Account Information"). Upon establishment of the Accounts, and subject to compliance with all applicable laws in effect at that time, the Account Bank shall provide electronic access of Customer Account Information to the Agent (current to the date thereof), and in order to permit such electronic access, the Agent and the Obligor shall execute all agreements as the Account Bank deems necessary to give effect to such electronic access. The Obligor hereby expressly consents to the release of this information in respect of its Accounts by the Account Bank to Agent. The Obligor will reimburse the Account Bank for its reasonable expenses in providing such items to Agent.

- 9. Charges and Waiver of Right of Set-Off. The Obligor shall be and at all times remain liable to the Account Bank for any and all fees and service charges of the Account Bank relating to the Accounts and chargebacks for any cheques, drafts and other payment items dishonoured or otherwise returned to the Account Bank with respect to the Accounts (all such fees, service charges and chargebacks being hereinafter referred to, collectively, as "Charges"). The Obligor and Agent hereby acknowledge and agree that the Account Bank shall be entitled to recover any and all Charges from the Accounts and the Account Bank is hereby authorized to debit the Accounts at any time to recover any and all Charges. The Account Bank may exercise its rights of set-off, consolidation and banker's lien to the extent required to satisfy any Charges associated with the Accounts, provided, that the Account Bank shall not exercise any such rights with respect to any liabilities owed to it by the Obligor. If there are insufficient funds on deposit in the Accounts to cover any outstanding Charges, the Obligor shall promptly pay to the Account Bank the amount of such Charges upon written demand by the Account Bank.
- 10. **Compliance with Court Order**. Notwithstanding any other provision contained herein, the Account Bank shall have the right to automatically freeze or debit the Accounts in accordance with any court order or notice of garnishment received by it, or any other legal requirement with which the Account Bank reasonably determines it is required to comply.
- 11. Indemnity. The Obligor shall indemnify and hold harmless the Account Bank, its employees, officers and directors from and against any and all loss, liability, cost, claim and expense incurred (including, without limitation, reasonable legal fees and expenses) by the Account Bank, its employees, officers and directors with respect to the performance of this Agreement, including, without limitation, claims that the Account Bank was not properly authorized to transfer credit balances from the Accounts to the Agent Account, except for such loss, liability, cost, claim and expense incurred as a result of gross negligence or willful misconduct of the Account Bank.
- 12. **Scope of Duty**. The Account Bank undertakes to perform only such duties as are expressly set forth in this Agreement and to deal with the Accounts with the degree of skill and care that the Account Bank accords to all accounts and funds maintained and held by it on behalf of its customers. Notwithstanding any other provision of this Agreement, the parties agree that the Account Bank shall not be liable for any action taken by it or any of its directors, officers or employees in accordance with this Agreement except for its or their own gross

negligence or willful misconduct. In no event shall the Account Bank be liable for losses or delays resulting from *force majeure*, computer malfunctions, interruption of communication facilities or other causes beyond the Account Bank's control or for indirect or consequential damages.

- 13. **Termination**. The Obligor shall have no right to modify or terminate this Agreement or any account agreement relating to the Accounts without the written consent of Agent which consent shall not be unreasonably withheld. At any time prior to receipt by the Account Bank of a Trigger Notice, the Account Bank may terminate this Agreement and/or any account agreement relating to the Accounts upon thirty (30) days' prior written notice to Agent and the Obligor thereof. At any time following the receipt by the Account Bank of a Trigger Notice, the Account Bank may terminate this Agreement and/or any account agreement relating to the Accounts upon thirty (30) days' prior written notice to Agent thereof. The Agent may terminate this Agreement at any time upon at least 15 days prior written notice to the Obligor and the Account Bank. If this Agreement is terminated at any time after receipt by the Account Bank of a Trigger Notice, the Account Bank shall remit the entire balance of the Accounts as provided in Section 7 hereof save and except for the amount of any Charges owing to the Account Bank and subject to the rights of the Account Bank set out in Section 9 hereof.
- 14. **Amendments**. No change or modification of this Agreement is binding upon the parties unless it is in writing and signed by Agent, the Obligor and the Account Bank.
- 15. **Successors and Assigns**. This Agreement shall be binding upon the Account Bank and its successors and assigns and enure to the benefit of Agent and its successors and assigns.
- 16. **Notices.** Any notices or instructions permitted or required pursuant to this Agreement shall be in writing and shall be delivered to the party for which it is intended by registered mail (postage prepaid), prepaid courier or facsimile to the address of such party indicated below, or at such other address as any party hereto may stipulate by notice to the other parties from time to time. Any notice sent by registered mail shall be deemed to be received by the party for which it is intended five (5) business days after mailing. Any notice delivered by prepaid courier shall be deemed to be received by the party for which it is intended on the date of actual delivery thereof if such delivery occurs prior to 5:00 p.m. on such business day and, otherwise, on the next following business day. Any notice sent by facsimile shall be deemed to be received by the party for which it is intended on the next business day following transmission. The addresses for notice of the parties are as follows:

Agent:

Third Eye Capital Corporation Brookfield Place, TD Canada Trust Tower 161 Bay Street, Suite 3930 Toronto, Ontario M5J 2S1 Attention: Telephone:

Arif N. Bhalwani (416) 601-9824

Telecopier:

(416) 981-3393

Email:

ops@thirdeyecapital.com

Account Bank:

Alberta Treasury Branches Suite 600, West Tower, Eighth Avenue Place, 585 8th Avenue S.W. Calgary, AB T2P 1G1

Attention:

Tyler Malden

Telephone:

(403) 208-4089

Telecopier:

(403) 974 5784

Email:

tmalden@atb.com

Obligor:

Ranch Energy Corporation 1200, 815 8th Avenue SW Calgary AB T2P 3P2

Attention:

Mr. Ryan Tobber

Telephone:

(403) 930-1702 (780) 402-2448

Telecopier: Email:

ryan.tobber@opsmobil.com

- 17. **Severability**. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remainder of this Agreement shall continue in full force and effect.
- 18. **Further Assurances**. The parties agree that each of them shall, upon reasonable request of the other, do, execute, acknowledge and deliver such acts, deeds and agreements as may be necessary or desirable to give effect to the terms of this Agreement.
- 19. **Counterparts**. This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Agreement. Delivery of an executed signature page to this Agreement by any Person by facsimile transmission shall be as effective as delivery of a manually executed copy of this Agreement by such Person.

- 20. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
- 21. **Jurisdiction**. Without prejudice to the ability of the Account Bank and the Agent to enforce this Agreement in any other proper jurisdiction, the Obligor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta. To the extent permitted by applicable law, the Obligor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province. In addition, the Obligor irrevocably waives, to the fullest extent permitted by applicable law(a) any objection which it may now or hereafter have to the venue of any action, suit or proceeding brought in any court referred to in this Section 21; and (b) any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ALBERTA TREASURY BRANCHES, as
Account BankDocusigned by:
Dustin Paisley
Per:
Name: Dustin Paisley
Title: Mgr Entrepreneurship
Per:
Name:
Title:
THIRD EYE CAPITAL CORPORATION, as
Agent
Per:
Name: Arif N. Bhalwani
Title: Managing Director
RANCH ENERGY CORPORATION, as
Obligor
Per:
Name:
Title:

ALBERTA TREASURY BRANCHES, as Account Bank
Per:
Name:
Title:
Name:
Title:
THIRD EYE CAPITAL CORPORATION, as
Agent
Per:
Name: Arif N. Bhalwani Title: Managing Director
RANCH ENERGY CORPORATION, as Obligor
Per:
Name:
Title:

	unt Bank
Per:	
	Name:
	Title:
Per:	
	Name:
	Title:
THI	RD EYE CAPITAL CORPORATION, as
Agen	
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Per:	
	Name: Arif N. Bhalwani
	Title: Managing Director
RAI	NCH ENERGY CORPORATION, as
Obli	· · · · · · · · · · · · · · · · · · ·
	The state of the s
Per:	
	Name:
	Title: RYAN TOBBER
	President & CEO

SCHEDULE A

ACCOUNTS

<u>Obligor</u>	Account No.	Currency
Ranch Energy Corporation	00791264100	Cdn.
Ranch Energy Corporation	00791445800	Cdn.

SCHEDULE B

TRIGGER NOTICE

[AGENT'S LETTERHEAD]

	, 20
VIA FACSIMILE – (XXX) XXX-XXXX Account ●	
Re: Canadian Dollar Account No("")	Maintained By
Ladies and Gentlemen:	
among Alberta Treasury Branches, in its capacity Bank "), Third Eye Capital Corporation, in its o	d Account Agreement dated as of July 10, 2017, as the provider of banking services (the "Account capacity as agent for the lenders under the Credit "Agreement"). All capitalized terms used in this e meanings specified in the Agreement.
	or an Event of Default (as such terms are defined a Credit Agreement. This letter shall constitute a meaning, of Section 5 of the Agreement.
Accordingly, upon your receipt o notice to the contrary, please disregard any trans instructions from the Obligor who is the owner odirections from us.	
Thank you for your anticipated coabout these instructions, please contact the unde	ooperation. Should you have any questions rsigned.
	Very truly yours,
	THIRD EYE CAPITAL CORPORATION, as Agent
	Per:
	Name:
	Title:



Certificate Of Completion

Envelope Id: D5473A03E4994AFEA9EA1D07D9F965D8

Status: Completed

Subject: Please DocuSign: #6722503-vpdf-Blocked Account Agreement (Ranch) (002).pdf, Blocked_Account_Agr...

Source Envelope:

Document Pages: 13

Supplemental Document Pages: 0

Envelopeld Stamping: Enabled

Signatures: 2 Initials: 0

Envelope Originator: **Dustin Paisley**

Certificate Pages: 1

AutoNav: Enabled

Payments: 0

Suite 600, 444 - 7th Avenue SW

Calgary, AB T2P 0X8 DPaisley@atb.com

IP Address: 142.241.240.68

Record Tracking

Status: Original

Canada)

2017-07-07 | 9:31 AM

Time Zone: (UTC-07:00) Mountain Time (US &

Holder: Dustin Palsley DPaisley@atb.com Location: DocuSign

Signer Events

Dustin Paisley dpaisley@atb.com

Mgr Entrepreneurship

ATB Financial • Business & Agriculture (B&Ag)

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Signature

DocuSigned by: Dustin Paisley 39D5ADF2225644F...

Timestamp

Sent: 2017-07-07 I 9:33 AM Viewed: 2017-07-07 | 9:33 AM Signed: 2017-07-07 I 9:34 AM

Using IP Address: 142.241.240.68

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status Status Timestamp Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Envelope Sent Certified Delivered Signing Complete Completed

Payment Events

Status

Hashed/Encrypted Security Checked Security Checked Security Checked

Timestamps

2017-07-07 I 9:33 AM 2017-07-07 | 9:33 AM 2017-07-07 I 9:34 AM 2017-07-07 | 9:34 AM

Status

Timestamps

THIS IS EXHIBIT "H" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME

THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

Anthony Mersich Barrister and Solicitor

BLOCKED ACCOUNT AGREEMENT

(with a trigger)

THIS AGREEMENT dated as of December , 2015

BETWEEN:

ALBERTA TREASURY BRANCHES, in its capacity as the provider of banking services (hereinafter called "Account Bank")

AND:

OPSMOBIL INC.

(hereafter sometimes called the "Borrower")

AND:

GEMINI HELICOPTERS INC.

(hereinafter, together with the Borrower each an "Obligor", and collectively, the "Obligors")

AND:

THIRD EYE CAPITAL CORPORATION,

as agent for and on behalf of itself and the Lenders

(together with any successor thereto acting in such capacity, the "Agent")

WHEREAS the Obligors, the Agent and certain lenders have entered into the Credit Agreement which provides, *inter alia*, for financing for OpsMobil Inc. (the "Borrower") and the Obligors, by the Lenders as contemplated therein;

AND WHEREAS in order to secure the Obligations of the Obligors under the Credit Agreement, each of the Obligors has entered into the Security Documents to which it is a party, pursuant to which the Obligor has granted a security interest in favour of the Agent on behalf of itself and the Lenders in all of such Obligor's present and after acquired personal property including, among other things, all right, title and interest of such Obligor in and to certain present and future accounts, contract rights, general intangibles, documents, instruments, chattel paper, deposit and other bank accounts and proceeds of the foregoing (collectively, the "Collateral");

AND WHEREAS each of the Obligors has established the accounts listed in Schedule A, opposite its name, as such Schedule may be amended, restated or replaced from time to time (collectively, the "Accounts") with the Account Bank.

NOW THEREFORE in order for the Obligors to comply with the requirements of the Credit Agreement and the other Credit Documents, and in consideration of the reciprocal obligations herein provided and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, each of the Account Bank, the Obligors and Agent agree as follows:

- 1. **Definitions**. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, all capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. In addition, the following terms shall have the following meanings:
 - (a) "Credit Agreement" means the credit agreement dated as of December 11, 2015 among, inter alia, the Borrower, the parties thereto defined herein as the Obligors, the Lenders and the Agent, as the same may be amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and includes any agreement extending the maturity, refinancing or restructuring of all or any portion of, the indebtedness under such agreement or any successor agreements, whether or not with the same Agent or Lenders; and
 - (b) "Lenders" means all Persons who from time to time are Lenders under the Credit Agreement including the successors and assigns of all such entities including, without limitation, each successor arising as a result of an amalgamation or other corporate reorganization or as a result of a partnership being dissolved and a new partnership constituted in its place to carry on its business or one or more members of a partnership being replaced with new members.
- 2. Establishment of Accounts. The Account Bank will maintain the Account of each of the Obligors as long as such Obligor is in compliance with the terms of the Account Bank's account documentation with respect to its Account. The Obligors and the Account Bank acknowledge that the Obligor shall not be permitted to establish any new bank account with the Account Bank without such account becoming an "Account" (as defined herein) and being subject to this Agreement in favour of the Agent.
- 3. **Deposits to Accounts.** Pursuant to the Credit Agreement, each Obligor has agreed to establish the Accounts with the Account Bank listed opposite its name and to deposit or cause to be deposited to the Accounts, all revenues, receipts, monies and proceeds and other sums of any nature received (or to be received) by or payable (or to become payable) to such Obligor, and proceeds of the Collateral in the manner specified in the Credit Agreement.
- 4. Security Interest of Agent and Lenders. Each Obligor has granted to Agent, for and on behalf of itself and the Lenders, a security interest in and lien upon, and pledged to Agent, its interest in the Collateral as set out in the second recital on page 1. The Agent acknowledges and agrees that it shall take whatever action it considers appropriate and necessary to protect and enforce its rights respecting the Accounts, including completion and registration of any documents or financing statements in order to perfect any security interests in the Accounts.

The Account Bank makes no representations and assumes no liability respecting the validity or the enforceability of any security interest the Agent and the Lenders, or any other party may have relating to the Accounts or the existence of any other liens or other interests respecting the Accounts. The Account Bank assumes no responsibility or liability for maintaining the perfection, registration or validity of the security interest of Agent in the Accounts.

- Authority. Until receipt by the Account Bank of written notice from Agent (such notice <u>.</u> 5. being in the form of Schedule B hereto and referred to as a "Trigger Notice") and provided the respective Obligor is in compliance with the terms of the Account Bank's account documentation, the Account Bank will comply only with the transfer, withdrawal and disbursement instructions of such Obligor or the Borrower. The Agent agrees with the Obligors that it will not deliver a Trigger Notice to the Account Bank unless and until the occurrence of a Default or an Event of Default (which has not been either cured or waived in accordance with the provisions of the Credit Agreement) and the Agent is entitled to enforce its security interest pursuant to the Credit Agreement. Upon receipt by the Account Bank of a Trigger Notice in respect of an Account, the Obligor whose Account it is waives authority to withdraw any amounts from, to draw upon or otherwise exercise any authority or powers with respect to such Account and all amounts held therein and the Account shall be under the sole dominion and control of Agent. Notwithstanding the immediate effect of the Trigger Notice in respect of an Account, the Obligors and Agent acknowledge that the Account Bank may require up to two (2) business days (i.e. a day other than Saturday or Sunday when the Account Bank is open for business in Calgary, Alberta) to implement the necessary changes required by the Trigger Notice and will not be liable for (a) any instructions from the Obligor whose Account it is that have been processed prior to receipt of a Trigger Notice or (b) irrevocable electronic funds transfers or wire transfers that are subject to cut-off times and have been processed prior to receipt of the Trigger Notice.
 - 6. **No Duty to Inquire**. Subject to Section 12 and upon receipt by the Account Bank of a Trigger Notice, the Account Bank will not have any duty to inquire whether or not Agent is entitled to give, and has no duty to question, instructions, certificates or notices pursuant to any of the provisions of this Agreement or any other agreement. Any instructions, certificates or notices given by Agent following receipt by the Account Bank of a Trigger Notice will be conclusive authority for the Account Bank to act in accordance with such instructions, certificates or notices. The Account Bank is not obliged or required to monitor any requirements or obligations of Agent or the Obligors pursuant to this Agreement or any other agreement.
 - 7. Account Transfers. If at any time after receipt by the Account Bank of a Trigger Notice the Account Bank terminates this Agreement, all amounts in the Accounts to which the Trigger Notice relates shall automatically and without further direction be remitted, at the cost and expense of the Obligor whose Account it is, by transfer solely to the account of Agent (the "Agent Account") then specified by it in writing to the Account Bank.

- 8. Reporting. At such time or times as Agent may request, the Account Bank will promptly report to Agent the amounts deposited in the Accounts and will furnish to Agent copies of, deposit tickets, deposited items, debit and credit advices and other records maintained by the Account Bank under the terms of its arrangements with the Obligors. The Account Bank shall provide the Obligors with monthly statements of account, debt and credit advices and copies of all relevant communications issued by the Account Bank in the normal course of operating the Accounts (the "Customer Account Information"). Upon establishment of the Accounts, and subject to compliance with all applicable laws in effect at that time, the Account Bank shall provide electronic access of Customer Account Information to the Agent (current to the date thereof), and in order to permit such electronic access, the Agent and the Obligors shall execute all agreements as the Account Bank deems necessary to give effect to such electronic access. Each Obligor hereby expressly consents to the release of this information in respect of its Accounts by the Account Bank to Agent. Each Obligor will reimburse the Account Bank for its reasonable expenses in providing such items to Agent.
- 9. Charges and Waiver of Right of Set-Off. The Obligors shall be and at all times remain liable to the Account Bank for any and all fees and service charges of the Account Bank relating to the Accounts and chargebacks for any cheques, drafts and other payment items dishonoured or otherwise returned to the Account Bank with respect to the Accounts (all such fees, service charges and chargebacks being hereinafter referred to, collectively, as "Charges"). The Obligors and Agent hereby acknowledge and agree that the Account Bank shall be entitled to recover any and all Charges from the Accounts and the Account Bank is hereby authorized to debit the Accounts at any time to recover any and all Charges. The Account Bank may exercise its rights of set-off, consolidation and banker's lien to the extent required to satisfy any Charges associated with the Accounts, provided, that the Account Bank shall not exercise any such rights with respect to any liabilities owed to it by the Obligors. If there are insufficient funds on deposit in the Accounts to cover any outstanding Charges, the Obligors shall promptly pay to the Account Bank the amount of such Charges upon written demand by the Account Bank.
- 10. Compliance with Court Order. Notwithstanding any other provision contained herein, the Account Bank shall have the right to automatically freeze or debit the Accounts in accordance with any court order or notice of garnishment received by it, or any other legal requirement with which the Account Bank reasonably determines it is required to comply.
- Indemnity. Each Obligor shall indemnify and hold harmless the Account Bank, its employees, officers and directors from and against any and all loss, liability, cost, claim and expense incurred (including, without limitation, reasonable legal fees and expenses) by the Account Bank, its employees, officers and directors with respect to the performance of this Agreement, including, without limitation, claims that the Account Bank was not properly authorized to transfer credit balances from the Accounts to the Agent Account, except for such loss, liability, cost, claim and expense incurred as a result of gross negligence or willful misconduct of the Account Bank.

- 12. **Scope of Duty**. The Account Bank undertakes to perform only such duties as are expressly set forth in this Agreement and to deal with the Accounts with the degree of skill and care that the Account Bank accords to all accounts and funds maintained and held by it on behalf of its customers. Notwithstanding any other provision of this Agreement, the parties agree that the Account Bank shall not be liable for any action taken by it or any of its directors, officers or employees in accordance with this Agreement except for its or their own gross negligence or willful misconduct. In no event shall the Account Bank be liable for losses or delays resulting from *force majeure*, computer malfunctions, interruption of communication facilities or other causes beyond the Account Bank's control or for indirect or consequential damages.
- 13. Termination. The Obligors shall have no right to modify or terminate this Agreement or any account agreement relating to the Accounts without the written consent of Agent which consent shall not be unreasonably withheld. At any time prior to receipt by the Account Bank of a Trigger Notice, the Account Bank may terminate this Agreement and/or any account agreement relating to the Accounts upon thirty (30) days' prior written notice to Agent and the Obligors thereof. At any time following the receipt by the Account Bank of a Trigger Notice, the Account Bank may terminate this Agreement and/or any account agreement relating to the Accounts upon thirty (30) days' prior written notice to Agent thereof. The Agent may terminate this Agreement at any time upon at least 15 days prior written notice to the Obligors and the Account Bank. If this Agreement is terminated at any time after receipt by the Account Bank of a Trigger Notice, the Account Bank shall remit the entire balance of the Accounts as provided in Section 7 hereof save and except for the amount of any Charges owing to the Account Bank and subject to the rights of the Account Bank set out in Section 9 hereof.
- 14. Amendments. No change or modification of this Agreement is binding upon the parties unless it is in writing and signed by Agent, the Obligors and the Account Bank.
- 15. Successors and Assigns. This Agreement shall be binding upon the Account Bank and its successors and assigns and enure to the benefit of Agent and its successors and assigns.
- 16. **Notices.** Any notices or instructions permitted or required pursuant to this Agreement shall be in writing and shall be delivered to the party for which it is intended by registered mail (postage prepaid), prepaid courier or facsimile to the address of such party indicated below, or at such other address as any party hereto may stipulate by notice to the other parties from time to time. Any notice sent by registered mail shall be deemed to be received by the party for which it is intended five (5) business days after mailing. Any notice delivered by prepaid courier shall be deemed to be received by the party for which it is intended on the date of actual delivery thereof if such delivery occurs prior to 5:00 p.m. on such business day and, otherwise, on the next following business day. Any notice sent by facsimile shall be deemed to be received by the party for which it is intended on the next business day following transmission. The addresses for notice of the parties are as follows:

Agent:

Third Eye Capital Corporation Brookfield Place, TD Canada Trust Tower 161 Bay Street, Suite 3930 Toronto, Ontario M5J 2S1

Attention:

Arif N. Bhalwani

Telephone:

(416) 601-9824

Telecopier:

(416) 981-3393

Email:

ops@thirdeyecapital.com

Account Bank:

Alberta Treasury Branches Suite 600, West Tower, Eighth Avenue Place, 585 8th Avenue S.W. Calgary, AB T2P 1G1

Attention:

Tyler Malden

Telephone:

(403) 208-4089

Telecopier:

(403) 974 5784

Email:

tmalden@atb.com

Obligors:

OpsMobil Inc. 1200, 815 8th Avenue SW Calgary AB T2P 3P2

Attention:

Mr. Ryan Tobber

Telephone:

(403) 930-1702

Telecopier:

(780) 402-2448

Email:

ryan.tobber@opsmobil.com

- 17. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remainder of this Agreement shall continue in full force and effect.
- 18. Further Assurances. The parties agree that each of them shall, upon reasonable request of the other, do, execute, acknowledge and deliver such acts, deeds and agreements as may be necessary or desirable to give effect to the terms of this Agreement.

- 19. Counterparts. This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Agreement. Delivery of an executed signature page to this Agreement by any Person by facsimile transmission shall be as effective as delivery of a manually executed copy of this Agreement by such Person.
- 20. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
- 21. **Jurisdiction**. Without prejudice to the ability of the Account Bank and the Agent to enforce this Agreement in any other proper jurisdiction, each Obligor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta. To the extent permitted by applicable law, each Obligor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province. In addition, each Obligor irrevocably waives, to the fullest extent permitted by applicable law (a) any objection which it may now or hereafter have to the venue of any action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

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	Title: Associate Director
	Title. Massimire Alkarione
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Per:	
	Name: Arif N. Bhalwani
	Title: Managing Director
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GE	MINI HELICOPTERS INC., as Obligor
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Ĺ	Name: Ryan Tobber Title: President
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ALBERTA TREASURY BRANCHES, as

SCHEDULE A

ACCOUNTS

Obligor	Account No.	Currency
OpsMobil Inc.	0047-5733-500	Cdn.
OpsMobil Inc.	0047-5636-300	US
OpsMobil Inc.	760-00541523300	Cdn.
OpsMobil Inc.	760-00541262500	US
Gemini Helicopters Inc.	0047-5810-200	Cdn.
Gemini Helicopters Inc.	0047-5809-900	US

SCHEDULE B

TRIGGER NOTICE

[AGENT'S LETTERHEAD]

	, 20
VIA FACSIMILE – (XXX) XXX-XXXX Account •	
Re: Canadian Dollar Account No.	Maintained By("")
Ladies and Gentlemen:	
among Alberta Treasury Branches, in its capacity Bank"), Third Eye Capital Corporation, in its of Agreement (the "Agent"), and the Obligors (the letter without definition shall have the respective Please be advised that a Default of in the Credit Agreement) has occurred under the Trigger Notice for the purpose, and within the maccordingly, upon your receipt of this letter and contrary, please disregard any transfer, withdraw Obligor who is the owner of the above-noted Action of the purpose of the above-noted Action of the purpose of the above-noted Action of the purpose of the above-noted Action of the above-noted Action of the purpose of the purpose of the above-noted Action of the purpose of th	or an Event of Default (as such terms are defined a Credit Agreement. This letter shall constitute a meaning, of Section 5 of the Agreement. I until we provide you with written notice to the wal, disbursement or other instructions from the ecount and instead follow directions from us.
these instructions, please contact the undersigne	
· · · · · · · · · · · · · · · · · · ·	Very truly yours, THIRD EYE CAPITAL CORPORATION, as Agent
	Per:
	Name:
	Title:

THIS IS EXHIBIT "I" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME

THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

Anthony Mersich Barrister and Solicitor

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Mar 5, 2018 2018-03-05-RF0447 Mar 9, 2018 2018-03-09-RF0448 Mar 9, 2018 2018-03-09-RF0449 Mar 9, 2018 2018-03-09-RF0450	Feb 27, 2018 2018-02-22-RF0443 Feb 28, 2018 02-18-02-28-RF0443 Feb 28, 2018 2018-02-28-RF0444 Mar 1, 2018 2018-03-01-RF0445 Mar 5, 2018 2018-03-01-RF0445	Feb 16, 2018 2018-02-16-RF0436 Feb 21, 2010 2018-02-21-RF0437 Feb 21, 2018 2018-02-21-RF0438 Feb 23, 2018 2018-02-23-RF0439 Feb 23, 2018 2018-02-23-RF0440 Feb 25, 2018 2018-02-23-RF0440	2018 2018 2018 2018 2018 2018	Feb 1, 2018 2018-02-01-RF-0426 Feb 2, 2018 2018-02-02-RF0427 Feb 5, 2018 2018-02-05-RF0428 Feb 5, 2018 2018-02-05-RF0429 Feb 6, 2018 2018-02-06-RF0430	Jan 26, 2018 2018-01-26-RF0421 Jan 30, 2018 2018-01-30-RF0422 Jan 30, 2018 2018-01-30-RF0423 Jan 30, 2018 2018-01-30-RF0424 Feb 1, 2018 2018-02-01-RF0425	2018 2018 2018 2018 2018 2018	Jan 4, 2018 2018-01-04-RF0412 Jan 4, 2018 2018-01-04-RF0413 Jan 9, 2018 2018-01-09-RF0414 Jan 9, 2018 2018-01-09-RF0416 Jan 12, 2018 2018-01-12-RF0416	. m ~! ~! ~! ~!	Dec 13, 2017 2017-12-13-RF0400 Dec 13, 2017 2017-12-13-RF0401 Dec 14, 2017 2017-12-14-RF0402 Dec 18, 2017 2017-12-18-RF0403 Dec 20, 2017 2017-12-20-RF0404 Dec 20, 2017 2017-12-20-RF0405 Dec 20, 2017 2017-12-20-RF0405		Nov 30, 2017 2017-11-29-RF0388 Nov 29, 2017 2017-11-39-RF0388 Nov 29, 2017 2017-11-29-RF0388 Nov 29, 2017 2017-11-29-RF0399 Nov 29, 2017 2017-11-29-RF0391 Nov 29, 2017 2017-11-29-RF0391 Nov 29, 2017 2017-11-29-RF0392 Nov 30, 2017 2017-11-29-RF0393	
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Apr 27, 2018	Apr 18, 2018 Apr 23, 2018 Apr 24, 2018	Apr 2, 2018 Apr 5, 2018 Apr 13, 2018	Mar 27, 2018	Mar 20, 2018	Mar 12, 2018 Mar 16, 2018
\$153,950.00	\$190,200.00 \$18,100.00 \$7,550.00	\$32,800.00 \$99,400.55 \$750,000.00	\$61,350.53 \$89,820.24	\$95,480.87	\$168,308.87 \$33,439.31
Apr 24, 2018 2018-04-24-RF:04/3 Apr 26, 2018 2018-04-26-RF:0474 Apr 26, 2018 2018-04-26-RF:0475 Apr 27, 2018 2018-04-27-RF:0476 Apr 26, 2018 2018-04-26-RF:0477	Apr 16, 2018 2018-04-16-RF0469 1899-12-30-RF0470 Apr 23, 2018 2018-04-23-RF0471 Apr 24, 2018 2018-04-24-RF0472	1899-12-30-RF0466 Apr 5 2018-04-05-RF0467 Apr 13, 2018 2018-04-13-RF0468	Mar 26, 2018 2018-03-26-RF0460 Mar 26, 2018 2018-03-26-RF0461 Mar 26, 2018 2018-03-26-RF0461 Mar 28, 2018 2018-03-28-RF0463 Mar 28, 2018 2018-03-28-RF0464 Mar 28, 2018 2018-03-28-RF0464	Mar 19, 2018 2018-03-19-RF0455 Mar 20, 2018 2018-03-20-RF0456 Mar 22, 2018 2018-03-22-RF0457 Mar 22, 2018 2018-03-22-RF0458 Mar 22, 2018 2018-03-22-RF0459	Mar 12, 2018 2018-03-12-RF0451 Mar 12, 2018 2018-03-12-RF0452 Mar 16, 2018 2018-03-16-RF0453 1899-12-30-RF0454
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	43,208 0	43,192 0	43,186 43,186 43,188	0 0 43,179 0	-43,171 0 0 43,175
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13,950.00	190,200.00	32,800.00 19,100.55	NA NA 61,350.53 NA NA 89,820.24	(10,000.00) (66,000.00) 95,480.87 NA 13,680.45	(31,800.00) 39,508.87 NA 33,439.31

THIS IS EXHIBIT "J" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME

THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

Anthony Mersich Barrister and Solicitor Vendor Type (All)

Vendor Type	(All)					
	Values					
Row Labaja RECEIVER GENERAL FOR CANADA	Sum of Days 1-30 Sum 171,261	oj Daya 31-60 - Su	m of Days G1.80 Sun	i of IDays 91, 120 Sum	3,498,867	3,670,128
RILPA ENTERPRISES LTD.	92,374	-	68,696	72,608	1,692,667	1,926,345
Classic Helicopters Ltd. EH CHO DENE ENTERPRISES LTD.	63,000	2,867	35,390 337,890	31,500 349,120	1,356,118 338,132	1,488,874 1,025,141
CORDY ENVIRONMENTAL INC.		-	765,610	349,120	330,132	765,610
1528563 ALBERTA LTD.			•		656,309	656,309
CWC ENERGY SERVICES - COIL TUBING MATRIX SOLUTIONS LTD	- 6,720	14,247 31,579	350,408 22,504	261,846 147,289	350,309	619,781 551.681
FINNING INTERNATIONAL	-	-	8,548	61,476	465,669	535,694
PIMM'S PRODUCTION EQUIPMENT INSTRUMENTATION ELECTRICAL	•	•	1,223	2,855	418,957	423,035
PIONEER ENGINEERING INC. REDROCK CAMPS INC.	29,049	40,786	5,574 68,992	772 105,912	350,438 86,479	356,784 331,219
JIM PATTISON LEASE	-	49,812	•		241,576	291,388
GOWLING WLG (CANADA) LLP SURERUS PIPELINE INC.	•	•	197,794	68,654	137,976 1,011	206,630 198,806
SIGIT	-	-	137,754	-	185,836	185,836
SUNLIFE	-				174,671	174,671
D AND D WELL SERVICES TRICAN WELL SERVICE LTD.		28,560	34,703 17,097	56,595 111,972	13,230	133,088 129,069
TRU NORTH TRUCKING	2,520	2,100	25,930	64,509	32,369	127,428
BIG ROCK HELICOPTER SALES & SERVICE INC.	•	•	•		126,431	126,431
KODIAK SERVICES PARTNERSHIP KLUANE FINANCIAL SERVICES INC.			-	92,969	26,810 116,602	119,778 116,602
WESCO TESTING & WIRELINE INC		-	33,277	30,897	51,893	116,067
SHUNDA HELICOPTER SERVICE	•	-	•	•	114,009	114,009
Ronald A Anderson Professional Corporation CREAM ENERGY GROUP		34,492	78,275	-	113,371	113,371 112,767
ALVAREZ & MARSAL CANADA SECURITIES ULC	-	-	31,500	31,500	47,250	110,250
MACK VAC EXCAVATION LTD. Success Factors	•	•	-	•	104,965 101,490	104,965 101,490
TWH OILFIELD SERVICES LTD.	•		63,776	24,052	12,408	100,237
MCELHANNEY GEOMATICS PROFESSIONAL LAND SURVEYING	•	•	1,632	1,516	95,169	98,316
KENDALL'S SUPPLY LTD WHITE RESOURCE SERVICE CORP	18,959	13,406	20,813	13 21,124	95,896 11,332	95,909 85,633
SKINNER BROS TRANSPORT LTD.	3,336	5,425	18,592	17,406	30,550	75,307
STEP ENERGY SERVICES	-	-	-	•	74,970 72,096	74,970 72,096
EVERFLO COMPRESSION LTD. TOWN OF RAINBOW LAKE		34,107	:		37,935	72,042
KPMG LLP	•	-	~	-	69,263	69,263
BONETTS ENERGY SERVICES PARTNERSHIP SKYSTONE INTERNATIONAL	*	45,991	66,944 5,802	10,420	3,166	66,944 65,379
BLUESTONE AMERICA INC.		45,551	3,602	10,420	65,269	65,269
WARDEN CONTRACTING INC.		-	35,372	26,885	2,844	65,101
AIM LAND SERVICES LTD PETRO-CANADA LUBRICANTS INC.			2,476 1,251	2,004 45	53,952 56,761	58,432 58,057
2019444 ALBERTA LTD	8,062	21,368	8,580	19,660	-	57,671
STANDARD AERO LIMITED	-	-	•	-	52,813	52,813
PETROTEC CONTROLS INC. EUGENE'S WELDING LTD.		16,170	11,907	11,579	48,966 8,828	48,966 48,484
Air Dallaire Ltd.	•	-	-	•	47,823	47,823
RBW Waste Management TUNDRA DRILLING SERVICES LTD.	•	-	•	41,283	6,232 46,014	47,515 46,014
TUMBLEWEED LEASING COMPANY INC.	20,232	17,172	8,092		40,014	45,496
NORTHERN AIR CHARTER (P.R.) INC.	11,310	22,621	11,310	-	-	45,242
Porter Capital Corporation WSP CANADA		14,546		-	43,750 28,977	43,750 43,523
BLUEWAVE ENERGY	•	-	-	-	42,523	42,523
GOODLO HOLDINGS LTD.	•	4,234	•	•	37,993 42,000	42,226 42,000
TEAM K ENERGY SERVICES INC. FRASER LITIGATION GROUP		-	2,097	-	39,524	41,622
MACKENZIE COUNTY	-	20,544	•	-	19,144	39,688
D&T ELECTRIC AND CONTROLS LTD. BLUE SKY AVIATION LIMITED	•	•	•	-	37,337 37,328	37,337 37,328
TROYER VENTURES LTD.				6,410	29,471	35,881
CLEAR ENVIRONMENT SOLUTIONS	3,765	3,533		-	27,600	34,899
PERMALTA LTD. B SAFE SITE CONSULTING	16,360	17,182	14,420	20,441	-	34,860 33,542
ATB CC - Dispatch (Bert Perron)	826	1,718	959	1,070	28,848	33,421
NALCO CHAMPION	- 047	6,647	238	26,598 234	1 160	33,246 32,713
WOODLANDS COUNTY AGGRESSIVE ENERGY INC.	247	30,826	8,479	23,966	1,168	32,713
WRIGHT'S FOOD SERVICE LTD.	•	•	-	-	32,243	32,243
SWIFT SPECIALTY SERVICES LTD. DAN'S OILFIELD RENTALS	•	•	32,004	:	32,243	32,243 32,004
VILLENEUVE AERO SERVICES INC.	10,183	10,183	10,183		-	30,549
LAUMER HELICOPTER LEASING INC.	•	•	-	-	30,470	30,470
PEACE COUNTRY RENTALS & SALES CANOILS DATABASE LIMITED			:		30,003 29,925	30,003 29,925
FIELD SQUARED		-	•	-	29,142	29,142
GIRARD BULK SERVICES	21,283	7,575	•	-		28,858
HAAB CONTRACTING LTD. A.S.A.P. SEMICONDUCTOR	-				28,376 27,640	28,376 27,640
CANRUSS PARAMEDICS OIL SERVICES LTD.		-	27,507			27,507
SOILCAN INC.	•	-	-	-	27,233 26,896	27,233 26,896
IHS GLOBAL CANADA LTD. GJS VENTURES LTD.	•		13,427	13,464	20,030	26,891
VICTORY GIS CONSULTING LTD	٠	-		•	26,453	26,453
E&A VENTURESLTD DELOITTE RESTRUCTURING INC.	•	-	• -	-	25,877 25,000	25,877 25,000
DIVERSIFIED ENERGY SERVICES	•	-	13,660	10,470	25,000	24,130
UNIVERSAL WELLHEAD SYSTEMS INC.	-	-	-	23,740	22.426	23,740
BARTEK WIRELINE SERVICES LTD. WANNER HOLDINGS LTD	5,775	5,775	5,775	5,775	23,436	23,436 23,100
CANADIAN NATIONAL RAILWAY	-	5,7.0	•	-	22,400	22,400
BAILEY HELICOPTERS LTD.	•	•	-	-	22,400 22,005	22,400 22,005
1528563 ALBERTA LTD ALLIANCE REFRACTORIES LTD.	•	-	-	-	21,600	21,600
TIDY TRUCKING LTD.	-	-	-	735	20,145	20,880
J.D.A. VENTURES LTD.	•	-	•	20,291	20,617	20,617 20,291
EXPLORER SOFTWARE INC 1954031 ALBERTA INC. (Aaron Auger)	•	•	-	14,357	5,248	19,605
LEDCOR HIGHWAY MAINTENANCE LTD.	-	-	•	-	19,315	19,315
PROACTIVE MECHANICAL SERVICES	-	-	-	•	19,192	19,192

0789418 BC LTD.	-	13,641	5,478	-		19,120
SELECT ENERGY SYSTEMS INC.	-	•	-	6,330	11,885	18,215
1511789 ALBERTA LTD.	-				17,478	17,478
VIEWORX GEOPHOT INC.			-	-	17,201	17,201
EHS PARTNERSHIPS LTD.	-	17,089			-	17,089
BROGAN SAFETY SUPPLY LTD.	-	2,562	9,909	2,730	1,727	16,928
BRENNTAG CANADA INC.				· •	16,069	16,069
DANDY OIL PRODUCTS LTD			15,978		-	15,978
ROYNORTHERN LAND SERVICES LTD	_		3,024		12,483	15,507
CALIBER EQUIPMENT RENTAL LTD	_		0,024	-		
	-	•	-	4 407	15,353	15,353
DEFINITIVE OPTIMIZATION	-	•		1,127	13,482	14,608
TOTAL OILFIELD RENTALS LTD	-	•	7,004	•	6,465	13,468
COAST TO COAST HOLDINGS LTD	-	•	-	•	13,216	13,216
UNITED RENTALS OF CANADA INC	-	-	-		13,136	13,136
WHITECOURT CLEANING SERVICES LTD	-	•		-	12,915	12,915
JAY'S WELDING LTD	-	12,572	-			12,572
GASFIELD PLUMBING AND HEATING LYD.	-		-	-	12,107	12,107
ATB CC - Tim O'Rourke	2,079	5,805	10,006 -	7,166	1,247	11,970
NORTHERN LIGHTS COLLEGE	2,0,0	0,000	70,000	7,100	11,751	11,751
PREMIER FIRE AND FLOOD RESTORATION			•	•	11,743	11,743
	274	E 020	4 740	4 252	11,743	
EXECUTIVE FLIGHT CENTRE FUEL SERVICES LTD	371	5,232	1,743	4,353		11,699
RELIANCE VENTURES INC.	•	-	-	•	11,369	11,369
THE HYDRO VAC COMPANY INC.	-	-	-	-	11,217	11,217
G. COOPER EQUIPMENT RENTALS	-	•	-	•	11,165	11,165
HIGHLAND HELICOPTERS LTD.	-	-	-	-	11,105	11,105
NITRO TRANSPORT	•	-	-	-	10,763	10,763
JCI FILTRATION & SEPARATION INC.	-	-	-	-	10,417	10,417
CANWEST AIR	-	_	-	-	10,118	10,118
PETRON COMMUNICATIONS LTD.		1,848	1,977	3,774	2,218	9,817
TRUE NORTH AUTOMATION INC.	3,255	3,255	3,255	0,714	2,210	9,765
MERK PIPELINE INTEGRITIY LTD.	0,200	0,235		-	_	
	-	2 2 2 2	9,437	-	-	9,437
AVITERRA CONSULTING	•	9,385	-	•		9,385
521569 ALBERTA LTD	•	•	-	-	9,361	9,361
DIRECT ENERGY REGULATED SERVIC	186	1,652	559	1,239	5,660	9,295
AAA SAFETY	2,536	1,695	-	1,927	3,118	9,276
EPCOR ENERGY SERVICES	3,079	3,165	2,942		-	9,186
WILLIAMS PORTABLE WELDING	6,148	2,981	-	-	-	9,128
20635170 ALBERTA LTD		-,	3,071	6,006	-	9,077
FOUNTAIN TIRE (ESTEVAN) LTD.	-	4,153	4,880	0,000	-	9,033
BELL MOBILITY	•	2,862	2,312	815	2,902	8,892
	-	2,002		615	2,902	
BRITTANIA INDUSTRIES 20090 INC.	- ·		8,715		-	8,715
ALLIED ANSWERING SERVICE LTD	2,316	2,108	2,178	2,088	-	8,690
ORIOLE AIR LTD.	-	-	-	•	8,623	8,623
568073 ALBERTA LTD	-	-	-	-	8,623	8,623
AEROPARTS PLUS	-	-	-		8,466	8,466
Telus Services Inc	1,273	1,249	1,225	1,201	3,488	8,436
PINCHIN LTD.			-		8,427	8,427
AMEX BANK OF CANADA	_	_	_	_	8,397	8,397
	_	-	0.240	-	0,037	8,348
SIHLIS CONTRACTING LTD.	-	-	8,348	-		
PUROLATOR COURIER LTD.	-	-	-	-	8,178	8,178
Quadrus Development Inc	-	-	-	-	8,166	8,166
REPLICON INC.	•		•	8,074	-	8,074
SKYTRAC	5,102	2,782	-	-	•	7,884
ROTOR SERVICES	-		-	-	7,731	7,731
D&T DISPOSALS LTD.	793	793	843	793	4,418	7,640
NORTECH EFFICIENT BUSINESS SOLUTIONS		-	-	-	7,261	7,261
LINDE CANANDA LTD, 15687	298	476	2,546	2,818	932	7,071
AVETTA, LLC	200	.,,,,	2,040	2,010	7,063	7,063
PRECISION FUEL COMPONENTS LLC	-	-	_	-	7,051	7,051
	-	•	6.020	•		
ENTERO ENERGY SOFTWARE	-		6,930	-	•	6,930
TELUS MOBILITY BC	-	6,661	•	202		6,863
ATB CC - Christian Dallaire	132	172	-	923	5,496	6,723
Enmax	-	•	1,838	533	4,335	6,706
SB2 Construction Ltd	-	-	-	-	6,671	6,671
NIRIX	6,544	•	-		-	6,544
SHAW BUSINESS	2,171	2,187	2,185	-	-	6,543
MARK'S HAULING LTD.				-	6,274	6,274
WHITECOURT STATIONERY LTD.	_	_	_		5,873	5,873
TSM SUPPLY	27	1,959	3,067	817	-,	5,870
	27	1,555	0,001		5,676	5,676
AMGAS TOTAL EMISSION CONTROL	•	•	·-	7		5,620
UNIVAR CANADA LTD.	-	-	•	•	5,620	
MAX FUEL DIST. (1998) LTD.	•	•	•	•	5,559	5,559
THE PRINT SHOP	•	-	-		5,549	5,549
JOE WILLIAMSON	1,540	2,571	•	1,125		5,236
MILLER THOMSON LLP	-	-	-	-	5,148	5,148
RICOH CANADA INC	-	-	1,758	-	3,242	5,000
EDMONTON REGIONAL AIPORTS AUTHORITY	•	-	-	378	4,523	4,901
WIDE SKY DISPOSAL (1989) LTD.		-		•	4,861	4,861
SKYLIFT SERVICES INC.			•		4,828	4,828
PEACE VALLEY LINE LOCATING LTD.	-		-	_	4,760	4,760
MATTSON'S JANITORIAL SERVICES		-		-	4,725	4,725
					4,718	4,718
STS COMPONENT SOLUTIONS	•	•	-	-		
F&L CONCRETE SERVICES LTD.	•	•	•	•	4,718	4,718
JOHN EEK & SON LTD.	•	•	-	-	4,716	4,716
BARON OILFIELD SUPPLY LTD.	•	•	•	•	4,700	4,700
SKY-TEC PARTNERS LTD.	•	•	•	•	4,469	4,469
AERONET AVIATION SOLUTIONS	1,450	1,450	1,450	•	•	4,350
ACCESS MANUFACTURING	•	•	4,263	•	-	4,263
APPAREL SOLUTIONS INTERNATIONSL	-	-		•	4,257	4,257
TRL GAS CO-OP LTD	443	2,654	1,143			4,241
WIRELESS ADVISORS					4,220	4,220
HELI-LYNX HELICOPTER SERVICES INC	_	_			4,170	4,170
	•	-	•	-	4,170	4,170
ROTORWORKS INC	•	•	•	700		
We An-Ser Communications Ltd	•	-	-	799	3,346	4,145
ANODYNE ELECTRONICS MANUFACTURING CORP	•	-	•	•	4,124	4,124
WOLVERINE AUTOMOTIVE LTD.	•	-	•	-	4,112	4,112
ALBERTA CONSTRUCTION SAFETY ASSOCIATION		•	•	•	4,069	4,069
AERO RECIP (CANADA) LTD	•		_	-	3,992	3,992
	-	-			3,002	3,850
AIR LIQUIDE CANADA INC	- - 431	417		-	3,002	3,030
AIR LIQUIDE CANADA INC	- - 431 -	417		• -	3,843	3,843
AIR LIQUIDE CANADA ÍNC NATIONAL LEASING GROUP	- - 431 -	417	-	-	3,843	3,843
AIR LIQUIDE CANADA INC NATIONAL LEASING GROUP CITY OF TORONTO	- - 431 -	417	- 377		3,843 3,786	3,843 3,786
AIR LIQUIDE CANADA INC NATIONAL LEASING GROUP CITY OF TORONTO CARNWOOD WIRELINE SERVICES INC.	•	417	377	• • •	3,843 3,786 3,330	3,843 3,786 3,707
AIR LIQUIDE CANADA INC NATIONAL LEASING GROUP CITY OF TORONTO CARNWOOD WIRELINE SERVICES INC. PRAIRIE FLYING SERVICE (2018) LTD.	431 - - - 1,567	417 - - -	- - - 377	- - -	3,843 3,786 3,330 5,205	3,843 3,786 3,707 3,639
AIR LÍQUIDE CANADA INC NATIONAL LEASING GROUP CITY OF TORONTO CARNWOOD WIRELINE SERVICES INC. PRAIRIE FLYING SERVICE (2018) LTD. STANDARD SCAFFOLD INC.	•	- 417 - - - -	377 -		3,843 3,786 3,330 5,205 3,598	3,843 3,786 3,707 3,639 3,598
AIR LIQUIDE CANADA INC NATIONAL LEASING GROUP CITY OF TORONTO CARNWOOD WIRELINE SERVICES INC. PRAIRIE FLYING SERVICE (2018) LTD STANDARD SCAFFOLD INC. JERACK FILTRATION LTD	1,567		377 -		3,843 3,786 3,330 5,205	3,843 3,786 3,707 3,639 3,598 3,595
AIR LÍQUIDE CANADA INC NATIONAL LEASING GROUP CITY OF TORONTO CARNWOOD WIRELINE SERVICES INC. PRAIRIE FLYING SERVICE (2018) LTD. STANDARD SCAFFOLD INC.	•	417 - - - - - - - 8,078	377 - - - - -		3,843 3,786 3,330 5,205 3,598 3,595	3,843 3,786 3,707 3,639 3,598 3,595 3,514
AIR LIQUIDE CANADA INC NATIONAL LEASING GROUP CITY OF TORONTO CARNWOOD WIRELINE SERVICES INC. PRAIRIE FLYING SERVICE (2018) LTD STANDARD SCAFFOLD INC. JERACK FILTRATION LTD	1,567		377		3,843 3,786 3,330 5,205 3,598	3,843 3,786 3,707 3,639 3,598 3,595

VISION COMPRESSION & MACHINING INC. MRC GLOBAL (CANADA) ULC	•	•	-	-	3,436	3,436
ROTOR SERVICES LTD	•	•	-	-	3,420 3,390	3,420 3,390
DART AEROSPACE LTD SASKENERGY	143	- 586	1,297	1,359	3,388	3,388 3,384
AIR CANADA	-		-	-	3,330	3,330
FT NELSON BULK SALES LTD. ATB CC - Karen Thompson	3,321 3,301	20,088 -	20,088	-		3,321 3,301
CONTINENTAL IMAGING PRODUCTS	988	1,083	1,223	•	-	3,295
ALBERTA AERO ENGINE LTD. REGENS DISPOSAL LTD.	73	73	73	- 148	3,284 2,900	3,284 3,266
CANADIAN LINEN AND UNIFORM SERVICE NORTHERN SERVICES (HIGH LEVEL) (1978) LTD	402	763	909	581	578	3,232
EXPLORE SURVEYS INC.	•	3,150	-		3,227	3,227 3,150
DYLAN HENGEN VLAD GRIGORE	-	300	160	4.004	2,674	3,134
NORTHERN METALIC SALES (FSJ) LTD.	•		987	1,094	1,043 3,082	3,124 3,082
TOWN OF RAINBOW LAKE - UTILITY KETEK GROUP INC.	462	1,115 3,058	1,493	•	•	3,071
XEROX CANADA LTD.	-	389	177	213	2,263	3,058 3,043
BOREAL LASER INC BRANDT TRACTOR LTD.	-	-		2,999	3,010	3,010 2,999
NORTHERN METALIC SALES (WTC) LTD	-	-	-	-	2,979	2,979
ADVANCED COMPOSITE STRUCTURES Jeff Elliott	2,953	-	-		2,969	2,969 2,953
PHP CANADA INC.	-	•	-	•	2,940	2,940
THOMPSON REUTERS (SCIENTIFIC Salesforce.com Canada Corporation	-	•	-	-	2,934 2,918	2,934 2,918
HI-TIME SERVICES LTD.	70		-	-	2,909	2,909
ATB CC - Murray Bale STREAK OILFIELD CONTRACTING LTD.	70	75 -	-	157	2,594 2,888	2,896 2,888
GLOBAL AVIATION CO PROSOURCE OF EDMONTON	<u>.</u>	-	•	-	2,822	2,822
NEWALTA CORPORATION	-	-	811	•	2,802 1,948	2,802 2,759
ATLAS OVERHEAD DOOR CO LTD WEBSTER HDD SERVICES	-	•	<u>.</u>	•	2,758 2,733	2,758
SOLO TRAINING SYSTEMS LTD.	52	-	115	-	2,733	2,733 2,694
VAN HOUTTE COFFEE SERVICES INC PRO-TECH TRUCK & RV	208	1,273	563	579	2,622	2,624 2,622
SOUTHERN BOLT SUPPLY & TOOLS LTD.	-	-	÷	-	2,605	2,605
INFOSAT CANADA MINISTER OF FINANCE		1,130	451	470	2,600 543	2,600 2,594
TOWN OF ROCKY MTN HSE	•	2,521		-	-	2,521
TRI-AUTO (2012) LTD GRANDE PRAIRIE CHRYSLER JEEP DODGE	-	-	-	•	2,430 2,385	2,430 2,385
EAGLE RIVER CHRYSLER	-	-	-	-	2,331	2,331
1904290 ALBERTA LTD. CANADIAN LINEN AND UNIFORM SERVICE CO.	443	437	574	464	2,321 397	2,321 2,315
COOPER BARGING SERVICE LTD. GREYHOUND COURIER EXPRESS	-	•	- 56	-	2,310	2,310
RFS CANADA	230	677	1,350	49	2,164	2,269 2,257
INDIGO PARK CANADA INC. STERLING BOETTGER	609	845	761	•	2,188	2,215 2,188
RAINBOW EAVSTROUGHING	-		-		2,161	2,161
MUNICIPAL DISTRICT OF PROVOST NO 52 DEAD WEIGHT O/U 1204937 ALBERTA LTD.	-		-	-	2,139 2,138	2,139 2,138
WENDY FARNSWORTH	-	*	Ē	•	2,100	2,100
MUTTON WELDING COLLIN VACUUM TRUCKS LTD.		-	-	•	2,091 2,042	2,091 2,042
OKANAGAN AERO ENGINE (1999) Ltd. LEGACY PETROLEUM LTD.	-	-	-	-	2,039	2,039
NORTHWESTERN AIR LEASE LTD.	-		-	-	1,926 1,902	1,926 1,902
SURE LIFT LTD. AVIALL - CANADA US	-	•	-	-	1,901	1,901
ROADPOST INC. T46274	-	-	•	-	1,883 1,876	1,883 1,876
PINCHER CREEK AVIATION SERVICES INC 1176976 ALBERTA LTD			-	-	1,864 1,849	1,864 1,849
PHOENIX AVIATION RESOURCES INC.	-	-			1,838	1,838
DEKA INSPECTION SERVICES LTD. D. BAUER MECHANICAL LTD.			-	-	1,815 1,765	1,815 1,765
JACQUES ELECTRIC (1997) LTD.	-			-	1,749	1,749
NORTHERN AIR TRANSPORT ASSOCATION MAINTENANCE ENFORCEMENT PROGRAM	-			-	1,733 1,704	1,733 1,704
LONG BOW PIPE & TAO LTD. MARIE WIEBE	-	-			1,680	1,680
EVERGREEN SOLUTIONS			•		1,680 1,670	1,680 1,670
ROYAL CANADIAN ELECTICAL ENTERPRISES LTD. NORTHERN LIGHTS GAS CO-OP LTD.	-	32	- 31	30	1,634 1,516	1,634 1,609
SCHEME DESIGNERS INC.	-	-	-	-	1,600	1,600
SAVE THE STRESS CLEANING SERVICES ABACUS DATAGRAPHICS	-	461	-	746	381 1,575	1,588 1,575
HARDROCK DIAMOND DRILLING	-	-	•	•	1,575	1,575
CAGC TELUS	-	1,555			1,575	1,575 1,555
ROB WRIGHT BLDG MATERIALS LTD.	•	-	-	-	1,544	1,544
FEDERAL EXPRESS CANADA LTD. PROPWORKS (ALBERTA) INC.	-				1,543 1,517	1,543 1,517
TURBOMECA CANADA NAV CANADA	-	2.450	-	- 0.74	1,503	1,503
GREAT CANADIAN OIL CHANGE	130	2,459 68	26 448	3,874 278	40 558	1,482 1,482
INFINION CERTIFICATION ENGINEERING INC. GLENTEL INC.	•	-	-	•	1,470 1,449	1,470 1,449
METIS NATION COMMUNICATIONS	-	-	-	-	1,440	1,440
ESTEVAN GLASS LTD HUCKLEBERRY PERFORMANCE	-	535	851	-	1,375	1,385 1,375
GRANDE PRAIRIE AIRPORT	539	-	-	84	741	1,363
Verisk Canada ULC JETALTA TRANSPORT	<u>.</u>	-	-	-	1,363 1,326	1,363 1,326
1964728 ALBERTA LTD.	-	-	-	•	1,323	1,323
MARKER GEOMATICS INC. AQUA NORTH WATER SYSTEMS	-	.	÷	•	1,313 1,277	1,313 1,277
SHANE YAMAMOTO	-	4 000		•	1,264	1,264
UNITED SAFETY LTD. PROTEC ELECTRIC LTD.	-	1,260	-		1,251	1,260 1,251
INNOTECH ALBERTA SOUTHEAST AVIATION SERVICES	-	-	-	-	1,247	1,247
ATP	-	-	1,216	•	1,225	1,225 1,216

DECCA INDUSTRIES LTD				-	1,208	1,208
THE FLUID LIFE CORPORATION		-	-	184	1,017	1,201
CHRIS GEORGE			-		1,200	1,200
SPRINGBANK AIR TRAINING COLLEGE		-	-	-	1,197	1,197
GREYSTONE ELECTRIC LTD.	•		-		1,187	1,187
ADVANTAGE PROPERTY MANAGEMENT INC.	-		•	-	1,150	1,150
SAVEON JET FUEL	•	•	-	•	1,145	1,145
SLAVE LAKE AIRPORT SERVICES COMMISSION	•	69	92	106	861	1,129
DAVID OGLESBEE	•	•	•	•	1,111	1,111
DIVERSE TRUCKING LTD. SUNBAKED SOFTWARE INC.	405	-	•	-	1,103	1,103
CANNAMM	105	630	-	210	131	1,076
LEDERER ENTERPRISES LTD.	•	150	922	•	1,050	1,072 1,050
CANADIAN FOREST PRODUCTS					1,050	1,050
TOMCO INDUSTRIAL LTD.		_	-		1,040	1,040
REDNECK CHAIN & RIGGING LTD.					1,026	1,026
COUNTRY GARDENS BED & BREAKFAST		_	-	-	993	993
NORTHERN PEACE PETROLEUM			-	961		961
ROCK SOURCE ENTERPRISES INC.			-		924	924
SUPER T MANAGEMENT LTD	•	-	-	-	924	924
SASKPOWER	451	466	-	-	-	917
CORTEX BUSINESS SOLUTIONS LTD.	307	398	210			915
NORTECH ADVANCED NDT	•	-	-	911	•	911
652395 AB LTD L&P Disposals		•	-	-	897	897
Crossover Networks Inc.	•	*	•	•	872	872
GFL Environmental Inc	•		490	-	1,355	865
NORTHERN AUTO ELECTRIC LTD.	•	-		-	864	864
BEREZAN MANAGEMENT LTD. CAPITAL PRESSURE LTD.	•	•	•	•	863	863
BRUCE WHITE	•	•	833	•	842	842
HELICOPTER ASSOCIATION INTERNATIONAL		•	000	-	825	833 825
TOBRA PRINTING & EMBROIDERY		-	-	_	815	815
REINHOLD BULLERT			-		798	798
PRAIRIE DISPOSAL LTD.					790	790
WORKERS' COMP BOARD - ALBERTA		241	543	-		784
TECHNICAL SAFETY BC	•	-	_	779		779
KLEAN RITE LTD.		-	-	129	647	777
COMMONWEALTH FIRE EXTINGUISHER	-	-	•	-	774	774
GASFIELD ENERGY SERVICES LTD.	•	773		-		773
WILD NORTH VAC & STEAM LTD.	-	-	•	•	772	772
ENERPLUS CORPORATION	•	-	•	*	766	766
MANITOULIN TRANSPORT	-	-	•	294	468	762
TOWN OF CORONATION	•	-	-	•	756	756
HIGH COUNTTY SURVEYS A J FLYING RANCH INC.	•		-	-	756	756
ALFRED CHALIFOUX	•	-	•	705	750	750
1561516 ALBERTA LTD		-		735	- 726	735 726
CLEARWAVE BROADBAND NETWORKS	241	241	241	-	720	724
ANICK VIEL			-	676	40	716
LOGMEIN IRELAND LIMITED			713	•		713
DMYTRO TROKHYMCHUK	-	27	230	73	366	696
TIM O'ROURKE	•	•	•	-	683	683
NORTHWEST SANITATION LTD.	-	-	•	•	663	663
DESIGN DRAFTING CONSULTANT	•	-	204	-	662	662
CALAHOO WASTE DISPOSAL 1696472 ALBERTA LTD. (O/A ALDECO MECHANICAL LTD.)	•	-	331	•	331 659	662 659
AEROTEX INTERIORS					656	656
TOWN OF PEACE RIVER AIRPORT	16	26		16	596	653
RCAP LEASING INC	•	•	-	324	324	648
RED DEER REGIONAL AIRPORT	-	-	-	-	646	646
SHAW DIRECT	-	•	-	83	558	642
ESTEVEN METER SERVICES LTD.	•	-	546	92	•	638
ILLUMIATE TECHNOLOGIES	•	•	•	-	635	635
SKY NORTH AVIATION FUELS LTD. EBB Tide Environmental Services Ltd	•	-	•	•	634 630	634
BRENT E HEMINGTON PROFESSONAL CORPORATION	•	•	•	•	628	630 628
RON KRAMER	-	-	<u>.</u>	_	621	621
KRJ CUSTOM FABRICATING LTD.					620	620
WORKERS' COMPENSATION BOARD BC	÷	170	443			613
RAYE'S SIGNS	-			-	609	609
PHOENIX HELI-FLIGHT INC.	-	-	-		600	600
Sheila Peters	•	-	•	-	600	600
FLIGHT FUELS LIMITED PARTNERSHIP	•		•	•	590	590
FORT MCMURRAY AIRPORT AUTHORITY	101	101	122	122	142	588
MINSTER OF FINANCE (MANITOBA) EMBE PRESSURE TESTING LTD.	-	•	•	•	580 567	580 567
CITY OF LLOYDMINSTER	60	45	45	60	358	567
BDI A DIVISION OF BELL MOBILITY	•			560	•	560
ALBERTA ANSWERING SERVICE INC,	-		-		554	554
NORTON ROSE FULBRIGHT CANADA PATENTS AND TRADEMARKS G.P		-	-	-	551	551
TOWN OF EDSON		11	21	-	506	538
CHUBB EDWARDS UTC FIRE & SECURITY CANADA INC.		537	-	-	*	537
EGENCIA CANADA CORP	-	-	-	-	525	525
LIVINGSTON INTERNATIONAL INC	•	•	•	•	524	524
101252324 SASKATCHEWAN LTD.	-	-	-	-	520	520
LANDSONG HERITAGE CONSULTING LTD. HONEYWELL INTERNATION INC	333	168	•	512	•	512 501
WASTE MANAGEMENT	333	100	•		491	491
LATITUDE TECHNOLOGIES CORPORATION		-			486	486
FIELD LLP - YELLOWKNIFE			-	-	484	484
NORTH PEACE AIRPORT SERVICES	147	63	21	21	231	483
WHAT SEAMS BEST		-	-	-	481	481
WA2 Premium	•	478	•	•		478
CANSEL	-	-	•	•	473	473
MARYN INTERNATIONAL	•	-	-	-	462	462
INTERTURBINE INC.	•	•	-	•	460	460
WATER PURE & SIMPLE	-	-		-	458	458
SECURE ENERGY SERVICES	•	•	446	•	416	446
CCI WIRELESS DUN RITE GLASS LTD.		-	400	-	410	416 400
HENNING SEPTIC SERVICE		-	200		200	399
CANAIRMO AVIONICS LTD			-	-	396	396
EURO TEC CANADA	-	-	-	-	394	394
RANGELAND HELICOPTERS INC. 2011	•	•	•	-	389	389
MARTIN MARAS	-		331	-	55	385
STEAM-EST INDUSTRIES (2015) LTD.	•	368	-	•	200	368
NORTHERN EXPRESS BUSLINE LTD.	-	-	•	-	368	368

SNIPER SATELLITE COMMUNICATIONS LTD. JIFFY LUBE #1022	•	•	-	•	346 341	
SKY WINGS AVIATION ACADEMY LTD	•	-	340		- 341	
CAPRI INSURANCE	•	-	-		336	
JOBSITE WORKWEAR WHITECOURT	•	-	-		336	
LETHBRIDGE COUNTY BELL HELICOPTER - CANADAN	-	-	•	-	326	
ENVIRO SHRED		51	51	51	320 153	
REVOLUTION ORS LP (o/a TerraPure Environmental; DIPOIL)		-	-		299	
GREGOR MECHANICAL SERVICES LTD	-	-	•	-	295	
1956526 ALBERTA LTD.	-		-	-	290	
BORDER CLEANING SERVICES KADEX AERO SUPPLY	-	•	79	132	77	
ENERGY CITY OVERHEAD DOOR	•	•	•	•	286 286	
BLOHM CONTRACTING LTD.	-				284	
BEST WESTERN ROCKY MOUNTAIN HOUSE		-	-		283	
CROWN ADVERTISING PRODUCTS	-	•	-		280	
CANADIAN NATURAL RESOURCES LIMITED 2 & J WATER SERVICES (1987) LTD	•	-	•	•	277	
SCOTT ROSE	•	•	•	267	275	
CODY YAKE	-	266		201		
KANUKA THURINGER LLP	-	•	-		263	
PACIFIC WEED SERVICE	-	-	•	•	263	
1188964 Alberta Ltd.	-	•	-		263	
GLENN SKINNER /ITAL SIGNS GRAPHICS	-	-	•	-	261	
NOR-ALTA AVIATION	-			•	257 254	
CLOUD SHERPAS		-		-	250	
BIG SKY CALL CENTERS INC.	-	-	•	-	239	
CC's WELDING AND FABRICATION LTD	-	•	-	-	238	
GRAPHIC PRODUCTS FOWN OF DRUMHELLER	•	•	•	-	236	
MOBILTEX DATA LTD.	•	-	• •	50	279 227	
ESTEVAN SANDBLASTING	-			-	225	
NORTH CARIBOO AIR	•	-	-	-	224	
SPRINGBANK AERO SERVICES INC.	•	•		•	220	
CITRIX ONLINE, LLC LogMein	-	-	-	*	210	
SHAUNAVON AIRPORT FUEL Avery Weight-Tronix	•		-	•	210	
FORCE ONE CONSULTING		-	•		207 205	
ARMOUR FIRE SAFETY			•	*	205	
VAVIGATION COMMUNICATION SOLUTIONS INC.	34	28	28	28	82	
nk Quest (Div. of 605494 Alberta Ltd)	•	•	•	-	194	
CITY OF FORT ST. JOHN JNIVERSAL MACHINE SHOP INC.	67	-	-	*	125	
CRAIG MOLLER		-	191 190	-		
ORKTON AIRCRAFT SERVICE LTD	•	*	-	-	184	
CUMBERLAND ELECTRICAL CONTRACTORS LTD.	-	-	-		182	
FEDEX TRADE NETWORKS CANADA	•	•	•	•	180	
JPS CANADA BARROW SAFETY SERVICES	-	•	•	•	167	
PICK ME LOCK & KEY		-		•	158 158	
EV MAKEEV	-		-		147	
SECOND REAL PROPERTIES LIMITED	-	•			147	
ROCKY GAS CO-OP	139	-	-		-	
COUNTY OF NORTHERN LIGHTS	•	•	11	•	126	
SUPER 8 EDMONTON INT. AIRPORT ASENIWUCHE DEVELOPMENT CORPORATION	-	-	•	•	126 103	
WHITECOURT DRYCLEANERS	- -	-	-		101	
AVIATION CONTROLS INC	-			-	100	
AQUATERA WATER EARTH INNOVATION	•	-	-	96		
PETRON CELLULLAR LTD	•	-	-	•	95	
HELI TOW CART (VANAIR INC.) BIG ROCK CHRYSLER DODGE JEEP RAM	-	-	-	•	91	
STEEM CLEANING INDUSTRIES LTD.	•	•	-	-	87 86	
ROBINSON HELICOPTER COMPANY	*	·	-	-	84	
Cervus Equipment	-	-	-		81	
VINNIPEG AIRPORTS AUTHORITY INC.	-	-		-	81	
ANCE TODOROVICH	•	-		•	80	
FAST FENCE THE CITY OF DAWSON CREEK	17	-	•	-	68 43	
REGINA AIRPORT AUTHORITY	36	•	-		43 20	
THE CITY OF CALGARY	-	-	-	-	50	
DIGITAL HEADQUARTERS IMAGING CENTRE	•	-	•	-	49	
Bateman Tire Sales Rentals	-	-		-	46	
GREATER LONDON INTERNATIONAL FORONTO PORT AUTHORITY	•	-	-	•	38	
CALGARY AIRPORT AUTHORITY	-		-	-	34 33	
CITY OF CRANBROOK	-		•	-	31	
VOLF COULEE RESORCES INC.		-		•	29	
DISTRIBUTEL COMMUNICATIONS LTD		-	-	•	25	
SIOUX LOOKOUT - AIRPORT NORTHERN ROCKIES MUNICIPALITY	-		•	-	23	
NORTHERN ROCKIES MUNICIPALITY Desiadins Credit Service	· .	21	-	•	- 21	
CENTRE WEST ENVIRO WASH & LUBE		-	-	•	14	
MICSUD	•	-	-	-	13	
VATER ON THE GO	•	-	*	-	5	
AIRCRAFT SPRUCE & SPECIALTY CO	•	-	-	-	•	
CARPETOWN INTERIORS IORTHWEST REGIONAL AIRPORT	•	•	•	•	•	
LIGHTSAFETY INT			-	-		
RED RABBIT COMMUNICATIONS INC	•	-	-	-	-	
VAYNE MEERMAN	-	-	-		54 -	
Ridge Rotors Inc	•	-	•		66 -	
OWN OF WHITECOURT	- 40	-	•		86 -	
OWN OF HIGH LEVEL TB CC - Joe Williamson	13 4,004	13 4,374 -	8,672	12 -	327 -	
AIRBUS HELICOPTERS CANADA LTD	4,004	4,014 -	0,072		343 -	
MARSH CANADA LIMITED	•	-	-		409 -	
MATT SHAFTO	-	-	-		500 -	
VIATION UNLIMITED (1990) INC.	•	-	-		840 -	
NTEGRA TIRE	•	-	-		1,000 -	1,6
VFUEL CORPORATION D.F. CAPITAL LTD.	•	-	-		4,780 - 5.056	4.
TB CC - Ryan Tobber		9,022	-		5,956 - 0 -	5,1 9,0
		3.UZZ			U -	9,

THIS IS EXHIBIT "K" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME
THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

Anthony Mersich Barrister and Solicitor User: MATT Page 1 www.pandell.com/oilandgas (rxa_aged_apar)

RANCH ENERGY CORP

2018-Jul-2: 05:16 pm Pandell JV 4.5.2.40 - Pandell Technology Corp

Aged AP / AR Summary. (Level: Company)
Period: 2018-06. Aged from: 2018-06-30. OutStanding Only: Yes
Companies: Beginning to End Accounts: 6210 to 6270

Grand Total -1,389.78 -1,389.78 -9,991.92 -222.99 -33,030.08 -0.00 -26,250.00 -47,250.00 -4,541.60 -9,408.93	-560.57 -8,853.50 -1,614.90 -25,3820.00 -25,382.00 -12,656.76 -6,380.89 -19,521.60 -93,217.63	135,362.28 -1,880.24 -7,288.04 -4,786.32.00 -1,092.86 -119.70 -35,852.65 -4.50	20,000.00 17,220.00 -5,070.00 -10.18 -5,419.10 -8,930.25 -133.18 -792,218.21 -326.25	-115,892.59 -30,315.63 -30,315.63 -46,119.94 -15,466.64 -28,000.22 -28,000.22 -3,100.00
Over 90 days -801.36 -1,000.00 -9,646.11 -198.25 -33,030.08 -26,250.00 -170.44 -47,250.00 -4,541.60 -9,589.30	-560.57 -7,442.67 -1,614.90 -186,820.00 -25,382.20 -12,656.76 -6,380.89 -19,521.60 -74,944.30	136,362.28 -1,424,330.79 -478,632.00 -4,750.00 -918.14 -119.70 -35,723.96	20,000.00 17,220.00 -5,070.00 -8.84 -5,419.10 -7,938.00 -133.18 -603,070.11	-73,724.68 -30,315.63 -36,315.63 -36,891.41 -14,156.64 -5.17 -28,000.22 -220.68 -3,100.00
61 to 90 days -588.42 -345.81 -24.74	-1,410.83	-231,060.90 -174.72 -128.69		-18,402.91 -9,228.53 -1,310.00 -0.82
31 to 60 days		-224,896.35		-23,765.00
< 31 days				
Full Company Name REDDOG SYSTEM INC 292625 ALBERTA LTD 3147479 CANADA INC 645811 ALBERTA LTD 649567 ALBERTA LTD 903815 ALBERTA LTD. 913815 ALBERTA LTD AF ISCHER ENERGY SERVI AR LIQUIDE CANADA INC ALVAREZ & MARSAL CANAD AMGAS SERVICES INC APEX DISTRIBUTION INC.	ACUA NOK IH WALEK SYST ARC RESOURCES LTD. AUTOPRO AUTOMATION CO BACH CONSULTING PTY LT BACKROAD CONTRACTING BAILEY HELICOPTERS LTD BAKER HUGHES CANADA C BARON OILFIELD SUPPLY BARTEK WIRELINE SERVICE BC HYDRO POWER SMART	BC MINISTER OF FINANCE BC MINISTERY OF FINANCE BC MINISTRY OF FINANCE BC TRANSPORTATION FINA BEIFORT, PAUL BEITY L. MANNING BIG SKY CALL CENTERS INC BONAVISTA ENERGY CORP BOY SCOUTS OF AMERICA BRAD J. MCKEATING	BRITTANIA INDUSTRIES BULL MOOSE CAPITAL LTD CAGE, KEVIN THOMAS & CA CAL FARLEY'S BOYS RANCH CANADIAN CARDIUM OILS LI CANADIAN FOREST PRODU CANADIAN LINEN & UNFOR CANADIAN NATURAL RESO CANADIAN NATURAL RESO	CANLIN RESOURCES PART CANWEST AIR CARNWOOD WIRELINE SER CENOVUS ENERGY INC CGI INFORMATION SYSTEM CHILDREN'S MEDICAL CENT CHINCHAGA ROAD MANAGE CHUBB EDWARDS COATES, TY & DEANNA
Company REDDOG SYSTEM 292625 ALBERTA 3147479 CANADA 645811 ALBERTA 649567 ALBERTA 903815 ALBERTA AF FISCHER ENER AR LIQUIDE CAN ALVAREZ & MARSA AMGAS AMGAS	NE NE	BC MIN PETROL BC CARBON TAX BC MOTOR FUEL BC TRANSPORT BEIFORT, P MANNING, B BIG SKY CALL BONAVISTA ENERG BOY SCOUTS AME MCKEATING, B	BRITTANIA BULL MOOSE CAGE, K & B CAL FARLEY'S BO CANADIAN CARDIU CANADIAN FOREST CANADIAN LINEN CANADIAN NT LTD CANADIAN SPIRIT	CANLIN RESOURCE CANWEST AIR CARNWOOD WIREL CENOVUS ENERGY CGI INFORMATION CHILDREN'S MEDI CHINCHAGA ROAD CHUBB EDWARDS COATES, T & D

User: MATT Page 2 www.pandell.com/oilandgas (rxa_aged_apar)

RANCH ENERGY CORP

2018-Jul-2 : 05:16 pm Pandell JV 4.5.2.40 - Pandell Technology Corp

Installation: RANCH
Aged AP / AR Summary. (Level: Company)
Period: 2018-06. Aged from: 2018-06-30. OutStanding Only: Yes
Companies: Beginning to End Accounts: 6210 to 6270

Grand Total -17,315.15 -17,315.15 -17,315.15 -2,000 -2,25.00 -1,131.49 -1,131.60 -1,131.60 -1,131.60 -1,131.60 -1,131.60 -1,131.60 -1,131.60 -1,131.60 -1,131.60 -1,131.60 -1,131.60 -1,131.60 -1,131.60 -1,131.60	4,745.81 -208.35 -4,745.81 -115.90 -0.00	-250.00 -1,206.24 -11,895.01 -1,260.86 -1,260.86 -270.04
Over 90 days -17,315.15 -5,505.00 -3,19.52 -2,585.04 -2,585.04 -2,587.57 -2,587.50 -17,131.89 -17,132.8 -17,175.21 -6,515.00 -2,500	-208.35 -208.35 -3,409.01 -115.90	-92.96 -550.00 -1,067.43 -11,895.01 30,000.00 -1,260.86 -270.04
1,632.50 -63.18 -1.01 -2.10.71 -0.34 -0.34 -0.34 -1.108.80 -1,108.80	-661.78	-86.31
31 to 60 days	-675.02	-52.50
< 31 days		
Full Company Name CONOCOPHILIPS CANADA COOPER BARGING SERVIC CORTEX BUSINESS SOLUTI CQ ENERGY CANADA RESO CRB CONSULTING LTD. CREW CANG AND MARIL D&T DISPOSALS LTD D&T ELECTRIC AND CONTR DALLAS MUSEUM OF ARTS DALLAS SYMPHONY DATA SCAVENGER INC DEJOUR ENERGY (ALBERTA DFA SCAVENGER INC DEJOUR ENERGY (ALBERTA DFA SCAVENGER INC DEJOUR ENERGY (ALBERTA DFA CONTRACTING LTD DISTRIBUTION NOW CANAD DO NOT USE DONIS, DONALD ROGER ENCANA CORPORATION ENERGETIC SERVICES INC ENCANA CORPORATION ENERGY CAPITAL PARTNER FLUID LIFE EQUIPMENT REL FREEHOLD ROYALTIES PAR GARLOEW HOLDINGS LTD GOODLO HOLDINGS LTD GOODLO HOLDINGS LTD GOODLO HOLDINGS LTD HARVEST OPERATIONS CO HIGHLAND PARK UNITED M HTH HEATECH INC INDOLI MONTRACTING	INSIGNIA ENERGY LTD. ITEL NETWORKS INC. JAPEX MONTNEY LTD. JEN-TY CONTRACTING LTD.	JERACK FILIKATION LID NUST, WALDEMAR & ARTHU KELT EXPLORATION (LNG) L K-MAC SIGNS & GRAPHICS KPMG LLP, T4348 KUNIMOTO, RICK LINDE CANADA LIMITED, 156 MARIE WIEBE
CONDCOPHILLBRC COOPER BARGING CORTEX CO ENERGY CANA CO ENERGY CANA CREW CONSULTING CREW ENERGY INC CROWE, C & M D&T DISPOSALS D&T E&C DALLAS MUSEUM DALLAS WUSEUM DALLAS SYMPHON DATA SCAVENGER DEFINITIVE OPTI DEJOUR ENERGY DFA CONTRACTING DISTRIBUTION NO SARACEN EXPL DONIS, D ENBRIDGE ENCANA CORPORA ENERGY CAP FLUID LIFE FLUID LI	INSIGNIA ENERGY ITEL NETWORKS JAPEX MONTNEY JEN-ITY CONTRACT	JERACK FIL JUST, W. & A KELT WENCRATIO K-MAC SIGNS KPMG LLP KUNIMOTO, R LINDE WIEBE, M

RANCH ENERGY CORP

2018-Jul-2 : 05:16 pm Pandell JV 4.5.2.40 - Pandell Technology Corp

Aged AP / AR Summary. (Level: Company)
Period: 2018-06. Aged from: 2018-06-30. OutStanding Only: Yes
Companies: Beginning to End Accounts: 6210 to 6270

Grand Total	-4,100.00 -5,088.00 2,862.80 -7,063.27 -119,939.51 -83,880.00	-233,558.69 -5.99 -42.38	-414,551.24 -465.03 -1,634,91	-6,816.97 -3,943.09 211,155.59	-031.33 -1,982,388.84 -191,136.92	-3,163.31 -33,827.95 -72,616.00	-357.41 -2,349.82 -1,642.20	-92,300.00 -92,314.31 -34.77 -49,908.17	0.00 -3,500.00 -342.95 -3,751.07 -3,349.976.55	-10,694.70 -5,663.84 -445.43	-800.28 -3,174.42 -13,882.85	-1,546.13 -13,393.66 1,932.00	-30.45 -30.45 -776.06 -3,000.00 -1,399.23 -423.36
Over 90 days	-4,100.00 -5,088.00 2,862.80 -5,937.42 -119,937.42 -83.880.00	-233,558.69 -5.17 -42.38	-223,809.32 -465.03 -1,634.91	-6,816.97 -3,356.95 211,155.59	-377.94 -1,492,295.28 -106,572.88	-3,433.86 -2,364.53 -72,616.00	-357.41 -2.349.82 -1.642.20	-79,467.29 -7467.29 -34.77 -49,908.17	-3,500.00 -171.48 -2,348.12 -3,349.976.55	-10,694.70 -5,553.58 -445.43	-800.28 -2,881.17 -13,882.85 -15,543	-1,346.13 -10,808.18 1,932.00	-26.46 -7.07 -507.06 -8,000.00 -3,961.39 -1,399.23 -423.36
61 to 90 days	-548.17	-0.82	-190,741.92	-586.14	-467,497.35 -84,564.04	250.35 -15,844.10		-12,847.02	-171.47 -1,402.95	-110.26	-293.25	-2,585.48	5 0. 89 80
31 to 60 days	-577.68				-22,596.21	-15,619.32							-269.00
< 31 days													
Full Company Name	MARTENS, HEINRICH & KAT MCINTOSH TURNER, ROBIN MIDDLETON ENERGY MANA MINISTER OF FINANCE MINISTER OF FINANCE MINISTRY OF ENERGY & MI	MINISTRY OF FINANCE MS. CATHERINE SCHROEDE NCS INC NEXAL TA COPPOPATION	NIVEN FISCHER, A SPROUL NORTHERN METALIC HOSE NORTHERN METALIC SALES	NORTHERN PEACE PETROL NORTHWESTEL NOVA GAS TRANSMISSION OBSIDIAN ENEDOX ITS	OPSMOBIL ENERGY SERVIC OPSMOBIL INC D2 ENERGY SERVIC	PACIFIC WEED SERVICE	PARAMOUNI RESOURCEST PAVILION ENERGY CORP. PCS FERGUSON CANADA PEDERSEN FRIK KIDHOI M	PENGROWTH ENERGY COR PETROLEUMBRUNEI MONT PETROTEC CONT	PNG PACIFIC NOR I HEKN G POLLARD, BLANCHE CAROL PRAIRIE PROVIDENT RESO PRAIRIESKY ROYALTY LTD. PREDATOR OIL BC LTD	PROACTIVE MECHANICAL S PROGRESS ENERGY CANA PUROLATOR INC	RAGING RIVER EXPLORATI RANCH ENERGY CORP REDROCK CAMPS INC	RIDGEBACK RESOURCES IN RM STEPAN CONSULTING LI	KOXANNE BONNE I MITCH SALVATION ARMY SANLING ENERGY LTD SAUNDERSON, ROSS EDWA SAVE ON FOODS SECURE ENERGY SERVICE SERVICE ON SITE
Company	MARTENS, H&K MCINTOSH-TUR, R MIDDLETON MGMT BC MINISTRY BC MINISTRY FOR MINISTRY ENERGY	BC MINISTRY FIN TALAN, C NCS INC NEWALTA CORPOR	NIVEN FISCHER NORHTERN H&R NORTHERN METALI	NORTHERN P P NORTHWESTEL NOVA GAS TRANS OBSIDIAN ENERGY	OPSMOBIL ENERG OPSMOBIL INC	PACIFIC WEED	PAKAMOUNI KES PAVILION ENERGY PCS FERGUSON PEDERSEN E	COR RUNE	VIDE ROYA IL BC		RAGING RIVER EX RANCH REDROCK CAMPS PELLANCE VENT	RIDGEBACK RESO RM STEPAN CONSU	MITCHELL, R SALVATION ARMY SAUNDERSON, R&T SAVE ON FOODS SECURE ENERGY SERVICE ON SITE

2018-Jul-2 : 05:16 pm Pandell JV 4.5.2.40 - Pandell Technology Corp

RANCH ENERGY CORP
Installation RANCH
Aged AP / AR Summary. (Level: Company)
Period: 2018-06. Aged from: 2018-06-30. OutStanding Only: Yes
Companies: Beginning to End Accounts: 6210 to 6270

Grand Total -3.97 -6.072.85 -304.42 3.636.60 -1,759.50	488.05 -173.84 -2.04 -3.97 0.00 -397.50 -2.93	-329.53 -16,882.07 -4,234.75 -4,1500.00 -46,123.19 -225,631.91 -1,244,674.96	-1,010.63 -3,349.38 -512.00 -8,400.00 -38,714.18 -7.48	-14,602.66 -6,300.00 -2,145.75 -325.03 -5,200.00 -2,331.00 -3,747.78	-2,223.43 -32,858.95 -12,270,584.31
Over 90 days -3.47 -3.110.36 -150.62 5,968.53 -1,759.50 -3,863.00	488.05 -173.84 -2.04 -3.47 -397.50 -2.59 -2.59	-329.53 -16,882.07 -4,054.72 -4,500.00 -46,678.14 -225,631.91 -1,067,488.49	-1,010.63 -3,349.38 -6,12.00 -8,400.00 -38,714.18 -6.48	-7,218.04 -6,300.00 -1,174.50 -325.03 -5,200.00 -2,331.00 -3,747.78	-1,830.07 -31,861.28 - 10,513,321.09
61 to 90 days -0.50 -153.80 -2,457.54	0-0-0-0-0-0-0-0-0-34-0-0-0-0-0-0-0-0-0-0	-180.03	-1.00	-7,384.62 -971.25	-117.28 -997.67 -1,465,886.63
31 to 60 days -2,962.49 125.61		554.95			-276.08 - 291,376.59
< 31 days					0.00
Full Company Name SEVENTY INC. SHANGHAI ENERGY CORPO SHAW CABLESYSTEMS GP SHAW DIRECT SHELL CANADA ENERGY SIEMENS, PETER & AGANET	SIGNALTA RESOURCES LIMI SINOPEC HUADIAN MONTNE SKAHA PETROLEUMS LTD. SOUTHWESTERN MEDICAL STIKEMAN ELLIOT LLP STORM GAS RESOURCE CO TALAN, SUSANNAH	TALLAHASSEE RESOURCES TAQA NORTH LTD. TELUS COMMUNICATIONS TEMPLE, AMANDA SUE & KE TERVITA CORPORATION THIRD EYE CAPITAL TIDEWATER MIDSTREAM & I	TIDY TRUCKING LTD TRYTON TOOL SERVICES TWIN BUTTE ENERGY LTD. ULIM, VIKTOR & LYDIA UNIVERSAL WELLHEAD SYS UNIVERSITY OF MISSOUR!- UNIVERSITY OF MISSOUR!-	WALEKWAYS COMMUNICAL WEITZEL, UDO & MARGRIT WEST LAKE ENERGY CORP WESTCOAST ENERGY INC WESTMONT ROYALTY TRUS WIEBE ENTERPRISES LTD. WILD NORTH VAC&STEAM L WRIGHT'S FOOD SERVICE L	YOHO RESOURCES PARTNE ZEDI CANADA INC ****Grand Total:
Company SEVENTY INC. SHANGHAI ENERG SHAW CABLESYS SHAW DIRECT SHELL CAN ENRGY SIEMENS, P & A	SIGNAL TA RESOUR SIGNAL TA RESOUR SKAHA PETROLEU SOUTHWEST MED STIKEMAN ELLIOT STORM GAS RES TALAN, D	TALLAHASSEERES TAQA NORTH LTD. TELUS COMM TEMPLE, A & K TERVITA COR THIRD EYE CAPIT	TIDY TRUCKING TRYTON TWIN BUTTE ENER ULIM, V & L UNIVERSAL WH UNIVERSITY MISS UNIVERSITY MISS	WAITERWATS WEITER, U & M WEST LAKE ENERG WESTCOAST ENER WESTMONT ROYAL WIEBE ENTERPRIS WILD NORTH WRIGHTS FOOD	YOHO RES PSHIP ZEDI CANADA INC

THIS IS EXHIBIT "L" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME

THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

Anthony Mersich Barrister and Solicitor

Mersich, Anthony

Subject:

FW: Ranch Demand Payment Notification

Attachments:

Outstanding PL invoice 257 and 456.pdf; Ranch Demand Letters for PL and FS contracts.pdf; Outstanding FS invoice 893 and 922.pdf; Ranch 8th amend with new

default language.pdf; Contract 3167.pdf

From: Karen Thompson < karen.thompson@opsmobil.com >

Date: Tue, Jul 3, 2018 at 3:50 PM

Subject: Fwd: Ranch Demand Payment Notification To: Ryan Tobber ryan.tobber@opsmobil.com>

Please see Mark's response below.

Thanks,

Karen Thompson

Corporate Controller | OpsMobil 1200, 815 8th Ave SW, Calgary Alberta T2P 3P2

Phone: (587) 390-7068 Cell: (403) 830-8525 Fax: (780) 402-2448

Email: karen.thompson@opsmobil.com

www.OpsMobil.com

Ons Mobil

"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

----- Forwarded message -----

From: Mark Horrox < Mark@thirdeyecapital.com>

Date: Tue, Jul 3, 2018 at 3:49 PM

Subject: Re: Ranch Demand Payment Notification

To: Karen Thompson karen.thompson@opsmobil.com, Nicole Shinya <<u>nicole@thirdeyecapital.com</u>>

Please discuss with your management team.

Get Outlook for iOS

From: Karen Thompson < karen.thompson@opsmobil.com >

Sent: Tuesday, July 3, 2018 5:07 PM **To:** Nicole Shinya; Mark Horrox

Subject: Fwd: Ranch Demand Payment Notification

Good afternoon Nicole, please advise on how we should deal with this - as noted in the email below?

Thanks,

Thanks,

Karen Thompson

Corporate Controller | OpsMobil

1200, 815 8th Ave SW, Calgary Alberta T2P 3P2

Phone: (587) 390-7068 Cell: (403) 830-8525 Fax: (780) 402-2448

Email: karen.thompson@opsmobil.com

www.OpsMobil.com

Ons Mobil

Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

----- Forwarded message -----

From: **Pam Gabris**<<u>Pam.Gabris@enbridge.com</u>>

Date: Tue, Jul 3, 2018 at 2:46 PM

Subject: Ranch Demand Payment Notification To: Ryan Tobber <<u>ryan.tobber@opsmobil.com</u>> Cc: Ryan Marx <<u>ryan.marx@opsmobil.com</u>>

Ryan,

Following multiple attempts to reach you, we have yet to see payment for the invoices due June 27th.

The attached letters outline the separate timing for termination of the contracts upon default.

For your reference, I've attached a copy of the McM contract – default section, the link to the Tariff for the Transportation Contract default section 10.05 (https://noms.wei-pipeline.com/CustomerContent/tariff/general_terms_and_conditions/art10.pdf) and copies of the invoices that are considered outstanding.

Pam Galaris

Specialist Strategic Accounts

ENBRIDGE

TEL: 403-699-1975 | CELL: 403-819-1675 | FAX: 403-699-1698 | Pam. Gabris@enbridge.com

425 – 1st Street S.W. Calgary, AB T2P 3L8

enbridge.com Integrity. Safety. Respect.

3

INVOICE

ENBRIDGE

Westcoast Energy Inc.

200 - 425 First Street S.W. Calgary, AB T2P 3L8 TELEPHONE (403) 231-3900 FAX (403) 231-3920

TO: Ranch Energy Corporation 1200, 815-8th Ave SW Calgary, AB T2P 3P2

INVOICE NUMBER

GR

109456-1

ATTENTION:

PLEASE QUOTE INVOICE NUMBER WHEN MAKING PAYMENT

HST/GST#: R105629372

INVOICE DATE	PAYMENT DUE		SJE#	
20-Jun-2018		27-Jun-2018	7004	
FUEL GAS & TRANSPORTATION	N CHARGES IN A	ACCORDANCE WITH SE	RVICE AGREEMENTS.	
COST OF SERVICE FO	R MONTH OF	MAY,2018		
	FIRM DEMAN	D		\$0.00
	ALLOCATION	IN RESPECT OF MO	TOR FUEL TAX	\$0.90
	ALLOCATION	IN RESPECT OF CAR	RBON TAX	\$3.23
	AUTHORIZED	OVERRUN		\$0.00
	INTERRUPTIE	BLE		\$94.07
		SUBTOTAL PAYA	ABLE BY YOU	\$98.20
		GST PAYABLE		\$4.91
		AMOUNT PAYAB	LE BY YOU	\$103.11
		AMOONTTATAB	EL BI 100	Ψ100.11
MAY18 PL				
		PLEASE MAKE CH	ECK PAYABLE TO:	
		Westcoast Energy I		
		200 - 425 First Stree	t S.W.	INVOICE TOTAL
		Calgary, AB T2P 3L	8	INVOICE TOTAL \$103.11
				\$103.11

INVOICE

ENBRIDGE

Westcoast Energy Inc.

200 - 425 First Street S.W. Calgary, AB T2P 3L8 TELEPHONE (403) 231-3900 FAX (403) 231-3920

TO: Ranch Energy Corporation 1200, 815-8th Ave SW Calgary, AB T2P 3P2

INVOICE NUMBER GR

109257-1

ATTENTION:

PLEASE QUOTE INVOICE NUMBER WHEN MAKING PAYMENT

HST/GST#: R105629372

INVOICE DATE	PAYMENT DUE		SJE#	
18-May-2018		28-May-2018	7004	
FUEL GAS & TRANSPORTATION	N CHARGES IN A	CCORDANCE WITH SE	RVICE AGREEMENTS.	
COST OF SERVICE FO	R MONTH OF	APRIL,2018		
	FIRM DEMAN	D		\$0.00
	ALLOCATION	IN RESPECT OF MO	TOR FUEL TAX	\$1.01
	ALLOCATION	IN RESPECT OF CAR	RBON TAX	\$3.52
	AUTHORIZED	OVERRUN		\$0.00
	INTERRUPTIE	BLE		\$89.38
		SUBTOTAL PAY	ABLE BY YOU	\$93.91
		GST PAYABLE		\$4.70
		44404 N.T. D.43/4.D	V = 5///OLL	#00.04
		AMOUNT PAYAB	BLE BA AOO	\$98.61
				·
ADD40 DI				
APR18 PL				
		PLEASE MAKE CHI		
		Westcoast Energy		
		200 - 425 First Stree Calgary, AB T2P 3L		INVOICE TOTAL
		Calgary, AD 12F 3L	O	\$98.61



Enbridge 200, 425 – 1st Street SW Calgary, Alberta T2P 3L8 Canada

July 3, 2018

Via: EMAIL

Ranch Energy Corporation Suite 1200, 815 – 8th Avenue SW Calgary, AB. T2P 3P2

Attention: Ryan Tobber, President and CEO

Re: Agreement between Ranch Energy Corporation ("Ranch") and Westcoast Energy Inc. ("Westcoast").

We refer to the following Agreement between Ranch and Westcoast:

1) New Raw Gas Transmission, Treatment, Liquids Recovery and Liquid Products Stabilization and Fractionation Services Agreement #3167 dated November 1, 2006, as amended (the "Contract").

Be advised that Ranch has failed to pay the full amount of the following invoice due under the Contract which failure is a breach of its contractual obligations thereunder:

June 20th, 2018 Invoice No: GR 34893-2 - \$ 8,365.49 GR 34922-1 - \$ 266,473.23 Total Due \$ 274,838.72

Should Ranch fail to remedy this default within five (5) days of the date of receipt of this letter, Westcoast will, without further notice, seek all available remedies available to it under the Agreement and in law and equity, including the suspension of all service under the Agreement and commencement of legal proceedings to recover outstanding amounts. Further, Westcoast will be entitled to take any other actions required to protect Westcoast's interests under the circumstances. Notwithstanding any such suspension, Ranch shall continue to be liable for the payments of all amounts payable to Westcoast and the performance of all other obligations thereunder during what would otherwise have been the remainder of the respective term under the Contract.

We look forward to your immediate payment.

Yours truly,

Garth Johnson

1

Director, BC Pipeline and Field Services



Embridge 200, 425 – 1st Street SW Calgary, Alberta T2P 3L8 Canada

July 3, 2018

Via: EMAIL

Ranch Energy Corporation Suite 1200, 815 – 8th Avenue SW Calgary, AB. T2P 3P2

Attention: Ryan Tobber, President and CEO

Re: Agreement between Ranch Energy Corporation ("Ranch") and Westcoast Energy Inc. ("Westcoast").

We refer to the following Agreement between Ranch and Westcoast:

1) New Interruptible Transportation Agreement #3820 dated August 30, 2017 (the "Contract").

Be advised that Ranch has failed to pay the full amount of the following invoice due under the Contract which failure is a breach of its contractual obligations thereunder:

June 20th, 2018 Invoice No:

GR 109257-1 - \$ 98.61

GR 109456-1 - \$103.11

Total Due \$201.72

Should Ranch fail to remedy this default within two (2) days of the date of receipt of this letter, Westcoast will, without further notice, seek all available remedies available to it under the Agreement and in law and equity, including the suspension of all service under the Agreement and commencement of legal proceedings to recover outstanding amounts. Further, Westcoast will be entitled to take any other actions required to protect Westcoast's interests under the circumstances. Notwithstanding any such suspension, Ranch shall continue to be liable for the payments of all amounts payable to Westcoast and the performance of all other obligations thereunder during what would otherwise have been the remainder of the respective term under the Contract.

We look forward to your immediate payment.

Yours truly,

Garth Johnson

Director, BC Pipeline and Field Services

INVOICE

ENBRIDGE

Westcoast Energy Inc.

200 - 425 First Street S.W. Calgary, AB T2P 3L8 TELEPHONE (403) 231-3900 FAX (403) 231-3920

TO: Ranch Energy Corporation 1200, 815-8th Ave SW Calgary, AB T2P 3P2

ATTENTION:

INVOICE NUMBER

GR

34922-1

PLEASE QUOTE INVOICE NUMBER WHEN MAKING PAYMENT

HST/GST#: R105629372

INVOICE DATE	PAYMENT DUE		SJE#	
20-Jun-2018	27-	Jun-2018	7004	
RAW GAS TRANSMISSION, TREATM AND FRACTIONATION CHARGES IN	L ENT, LIQUIDS RECOVERY ACCORDANCE WITH SER	', LIQUID PI	RODUCTS STABILIZATION EMENTS.	
COST OF SERVICE FOR M	ONTH OF MAY,201	8		
	FIRM DEMAND			\$219,705.07
	ALLOCATION IN RES	PECT OF	MOTOR FUEL TAX	\$61.54
	ALLOCATION IN RES	PECT OF	CARBON TAX	\$12,924.90
	ALLOCATION IN RES	PECT OF	RETURN FUEL	\$0.00
	INTERRUPTIBLE			\$21,092.52
	SUBTO	TAL PAYA	ABLE BY YOU	\$253,784.03
	GST P.	AYABLE		\$12,689.20
	AMOU	NT PAYAB	LE BY YOU	\$266,473.23
MAY18 FS EST				
	PLEASE I	MAKE CHE	ECK PAYABLE TO:	
		t Energy I		INVOICE TOTAL
		First Street B T2P 3L		\$266,473.23

INVOICE

ATTENTION:

ENBRIDGE

Westcoast Energy Inc.

200 - 425 First Street S.W. Calgary, AB T2P 3L8 TELEPHONE (403) 231-3900 FAX (403) 231-3920

TO: Ranch Energy Corporation 1200, 815-8th Ave SW Calgary, AB T2P 3P2

N.

INVOICE NUMBER

GR

34893-2

PLEASE QUOTE INVOICE NUMBER WHEN MAKING PAYMENT

HST/GST#: R105629372

INVOICE DATE	PAYMENT DUE	SJE#	
20-Jun-2018	27-Jun-2018	7004	
RAW GAS TRANSMISSION, TREATME	ENT, LIQUIDS RECOVERY, LIQUID PI	RODUCTS STABILIZATION	
AND FRACTIONATION CHARGES IN	ACCORDANCE WITH SERVICE AGRE	EEMENTS.	
COST OF SERVICE FOR M	ONTH OF APRIL,2018		
ADJUSTMENT TO A PREVI	OUS SERVICE INVOICE		
FIRM DEMAND		\$219,705.07	
ALLOCATION IN RESPECT	OF MOTOR FUEL TAX	\$142.13	
ALLOCATION IN RESPECT		\$16,274.51	
ALLOCATION IN RESPECT	OF RETURN FUEL	\$0.00	
INTERRUPTIBLE		\$19,995.34	
REVISED SERVICE SUBTO)TAL	\$256,117.05	
REVISED SERVICE S	SUBTOTAL READS	\$256,117.05	
PREVIOUS SUBTOTA	AL GR 34893-1	\$248,149.91	
SUBTOTAL PAYABLE	BY YOU		\$7,967.14
REVISED GST		\$12,805.85	
PREVIOUS GST	-	\$12,407.50	
GST PAYABLE BY YO	DU		\$398.35
AMOUNT PAYABLE I	BY YOU		\$8,365.49
APR18 FS ACT			
	PLEASE MAKE CH	ECK PAYABLE TO:	
	Westcoast Energy	lnc.	INVOICE TOTAL
	200 - 425 First Stree		\$8,365.49
	Calgary, AB T2P 3L	0	

Westcoast Copy

CONFIDENTIAL

SERVICE AGREEMENT RENEWAL AND EIGHTH AMENDMENT

Contract No. 3167 - 049

THIS AGREEMENT made and entered into on the 11th day of October, 2016.

WESTCOAST ENERGY INC., a corporation having an office in the City of Calgary, in the Province of Alberta doing business as Spectra Energy Transmission (hereinafter called "Westcoast")

and

PENN WEST PETROLEUM, a partnership having an office in the City of Calgary, in the Province of Alberta (hereinafter called "**Shipper**")

WHEREAS Westcoast and Penn West Petroleum Ltd. ("Penn West") entered into a service agreement dated November 1, 2006 wherein Westcoast agreed to provide firm Raw Gas Transmission ("RGT") Service, Treatment Service, Liquids Recovery and Liquid Products Stabilization and Fractionation Services for Penn West's Beneficially Owned Gas in the Fort St. John resource area of British Columbia, for a term commencing on November 1, 2006 and ending on October 31, 2011 (the "Service Agreement").

AND WHEREAS by Assignment and Novation Agreement dated April 1, 2011 between Penn West, Westcoast and Shipper, the parties agreed to assign and transfer all rights, benefits, liabilities and obligations of the Service Agreement held by Penn West to Shipper.

AND WHEREAS by First Amending Agreement dated November 1, 2011 ("First Amendment") the parties amended the Service Agreement by: i) renewing certain service for a period of five years commencing on November 1, 2011 and ending on October 31, 2016; and ii) making certain other amendments, all as more particularly described therein;

AND WHEREAS by Second Amending Agreement dated May 1, 2012 ("Second Amendment") the parties amended the Service Agreement by amending the Renewal Right clause in Part D: Other Terms and Conditions of Service, all as more particularly described therein;

AND WHEREAS by Third Amending Agreement dated November 1, 2012 (the "Third Amendment") the parties amended the Service Agreement to provide Commodity Tolls for Liquids Recovery Service and Liquid Products Stabilization and Fractionation Service for a term commencing on November 1, 2012 and ending on October 31, 2013, all as more particularly described therein;

AND WHEREAS by Fourth Amending Agreement dated November 1, 2013 (the "Fourth Amendment") the parties amended the Service Agreement by renewing certain RGT Service and Treatment Service for a 1 year term commencing on November 1, 2013 and ending on October 31, 2014, all as more particularly described therein;

AND WHEREAS by Fifth Amending Agreement dated November 1, 2014 ("Fifth Amendment") the parties amended the Service Agreement by: i) adjusting the Contract Demand volumes for Tranche 1 RGT Service and Treatment Service commencing on November 1, 2014 and ending on October 31, 2015, ii) renewing Tranche 2 RGT Service and Treatment Service for a 1 year term commencing on November 1, 2014 and ending on October 31, 2015 and, iii) providing Commodity Tolls for Liquids Recovery Service and Liquid Products Stabilization and Fractionation Service for a term commencing on November 1, 2014 and ending on October 31, 2015, all as more particularly described therein;

AND WHEREAS by Rectification and Sixth Amending Agreement dated November 25, 2014 ("Sixth Amendment") the parties corrected the inadvertently deleted Schedule that described the Dedicated Area and renamed the correct Schedule renamed as Schedule F:

AND WHEREAS by Seventh Amending Agreement dated June 26th, 2015 ("Seventh Amendment") the parties amended the Service Agreement effective as of November 1, 2015 by: i) adjusting the Contract Demand volumes for Tranche 1 RGT Service and Treatment Service to the minimum allowable volumes commencing on November 1, 2015 and ending on October 31, 2016, ii) removing Tranche 2 RGT Service and Treatment Service that was not G:\Legal\WESTCOAST - FIELD SERVICES\PennWest\FSI\3167\049 FSJ Penn West 8th Amending Agt November 2016FINAL.docx

renewed for November 1, 2015, iii) relocating Firm RGT service and, iv) providing Commodity Tolls for Liquids Recovery Service and Liquid Products Stabilization and Fractionation Service for a term commencing on November 1, 2015 and ending on October 31, 2016, all as more particularly described therein (the Service Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment shall be collectively referred to herein as the "Agreement");

AND WHEREAS Shipper has given notice to Westcoast in accordance with the Agreement to: i) add incremental service to Tranche 1 Service and ii) renew Tranche 1 RGT Service and Treatment Service commencing on November 1, 2016 and ending on October 31, 2017 (the "Renewed Service");

AND WHEREAS the parties wish to amend the Agreement by: (i) providing tolls for the incremental Tranche 1 Service and Renewed Service; (ii) replacing the Default provision set forth in Part D: Other Terms and Conditions of Service of the Agreement; and (ii) replacing the Security provision set forth Part D: Other Terms and Conditions of Service of the Agreement, as more particularly described herein.

NOW THEREFORE, for good and valuable consideration, Westcoast and Shipper hereby agree as follows:

- All terms used in this Amending Agreement which are not defined herein will have the meanings set out in the Agreement.
- The RGT Service and Treatment Service provided under the Agreement are hereby renewed for a further 12
 month period commencing November 1, 2016 and ending October 31, 2017 on the same terms and
 conditions, except tolls, as set out in the Service Agreement in respect of the volumes of gas specified in
 Schedule A attached hereto.
- Shipper will pay Westcoast for the Demand Tolls and the Commodity Tolls for the Firm and Interruptible RGT Service and Treatment Service specified in Schedules C and D attached hereto.
- Shipper will pay Westcoast for the Liquid Recovery Service and LPSF service provided at the Commodity tolls set out in Schedule E attached hereto.
- 5. The existing Schedules A, B, C, D and E attached to the Agreement are hereby deleted in their entirety and substituted with the Schedules A, B, C, D and E attached hereto.
- 6. The parties hereby agree to delete in its entirety "Default" clause set forth in <u>Part D: Other Terms and Conditions of Service</u> of the Agreement and replace it with the following:

Default

If Shipper at any time (i) fails or neglects to make any payment due to Westcoast hereunder when payment is due, or (ii) breaches or violates any of the other terms, conditions, covenants, agreements or obligations imposed upon it under this Agreement, then Westcoast may, in addition to any other remedy that it has, at its option and without liability therefor, upon not less than 5 days prior notice to Shipper of such non-payment, breach or violation, suspend further service to Shipper hereunder until the default has been fully remedied, and no such suspension will relieve Shipper from any obligation under this Agreement. If such default by Shipper continues for a further 10 days after the suspension of service by Westcoast, then Westcoast may, in addition to any other remedy that it has, at its option and without liability therefor, terminate this Agreement immediately upon delivering notice thereof to Shipper at any time following the expiration of such 10 day period, and notwithstanding such termination, Shipper shall forthwith and without further notice, become immediately liable for the payment of all amounts payable to Westcoast during what would otherwise have been the remainder of the Term (the "Balance").

Shipper's liability hereunder for the Balance shall not be diminished except by payment by Shipper to Westcoast, unless and until Westcoast is able, during the balance of what would have been, absent termination, the Term of this Agreement (the "Post-Termination Period"), to generate revenue from the provision to third parties of capacity committed to Shipper under this Agreement, the net amount of which exceeds any unpaid Balance, which net amount Westcoast shall account for and pay to Shipper upon expiration of the Post-Termination Period.

Notwithstanding the foregoing and for clarity, Westcoast shall not be obligated to credit

Shipper for any revenue from service which Westcoast provides to any third party from capacity which Westcoast is able to provide without utilizing capacity committed to Shipper under this Agreement, nor for any net revenue greater than the amount paid by Shipper to Westcoast during the Post-Termination Period for application to the Balance.

7. The parties hereby agree to delete in its entirety "Security" clause set forth in <u>Part D: Other Terms and</u> Conditions of Service of the Agreement and replace it with the following:

Security

Westcoast may require, from time to time, that Shipper provide such security as Westcoast considers appropriate for the performance of Shipper's obligations under this Agreement. In the event that Westcoast requires such security and Shipper fails to provide or maintain such security, or replace such security in advance of the impending expiration or lapse thereof, such failure will be considered a breach or default by Shipper hereunder and Westcoast will be entitled to the remedies stated under **Default** in this Part D.

In any case where a letter of credit or a surety bond has been issued to Westcoast as security, in connection with which the issuer of the letter of credit or surety bond (i) advises Westcoast that it will not renew such letter of credit or surety bond upon the expiration thereof, or (ii) fails to give to Westcoast any notice of renewal required under the terms of such letter of credit or surety bond, Westcoast shall be entitled (in addition to exercise of any other remedies available to it) to forthwith call upon such letter of credit or surety bond in full, enforce payment thereof and hold the proceeds thereof as continuing security for performance of Shipper's obligations under this Agreement or forthwith apply the proceeds to the last of Shipper's obligations to Westcoast for Firm Service under this Agreement.

- 8. Shipper will have the right to extend the Term of the Agreement by a further 12 months in accordance with the Renewal Right clause set forth in Part D: Other Terms and Conditions of Service of the Agreement.
- 9. The effective date of this Amending Agreement is November 1, 2016.
- 10. The Agreement, as hereby renewed and amended, is ratified and confirmed and continues in full force and effect.
- 11. This Amending Agreement enures to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

The parties hereby agree to the foregoing as of the date first written above.

WESTCOAST ENERGY INC.
doing business as
SPECTRA ENERGY TRANSMISSION

PENN WEST PETROLEUM

Per:	Barrer Floris E
	NANCYLISSEL
	DIRECTOR, MARKETING
Date:	6.1. 27/14

Date: (0 4 2 6 1 1 6

STANDARD - G&P

DEFT. INCHAL DATE

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(7-14-242)

14-Oct-2016 09:57

Contract No:

3167

Amendment No: 49

2.0

Effective Date:

01-Nov-2016



Schedule A

Field Services

This Schedule A is attached to and forms part of the Firm Service Agreement dated as of November 01, 2006 between Westcoast Energy Inc. and Penn West Petroleum as amended

DESCRIPTION OF RAW GAS TRANSMISSION SERVICE SERVICES

Plant: McMahon Processing Plant

Receipt Point: As specified in Schedule B

Deliver Point: Inlet of McMahon Processing Plant

GMS Ref Nbr.	Firm Service	Contract Demand 10°m³	Start	Service Expiry Date	Service Label	Renewal Rights	Conditions
234	Raw gas	222.0	01-Nov-2016	31-Oct-2017	Tranche 1	Yes	

Created On: 14-Oct-2016 09:57 Contract No: 3167

Amendment No: 49

Effective Date: 01-Nov-2016



Schedule A

Field Services

DESCRIPTION OF TREATMENT SERVICE SERVICES

Plant: McMahon Processing Plant

Receipt Point: Inlet of McMahon Processing Plant Deliver Point: Outlet of McMahon Processing Plant

GMS Ref Nbr.	Firm Service	Contract Demand 10 ³ m ³	Start Date	Service Expiry Date	Service Label	Renewal Rights	Conditions
		,					
236	Residue gas	202.0	01-Nov-2016	31-Oct-2017	Tranche 1	Yes	
	Carbon dioxide limit	4.0					
	Sulphur gas limit	4.2					
	Acid gas percentage	3.5%					

14-Oct-2016 09:57

Contract No:
Amendment No:

3167

Effective Date:

49 01-**N**ov-2016



Schedule B

Firm Raw Gas Transmission Service Receipt Points

This Schedule B is attached to and forms part of the Firm Service Agreement dated as of November 01, 2006 between Westcoast Energy Inc. and Penn West Petroleum, as amended

McMahon Plant Inlet

GMS Ref Nbr.	Effective Period	Receipt Point	Receipt Point ID	Daily Volume (10³m³)
MDI.	Ellective Letton	receipt i one	T Office To	
234	01-Nov-2016 - 31-Oct-2017	West Buick Creek	2	25.0
		Stoddart (04-24)	3	3.0 ~
		Stoddart (06-11)	33	34.0
		Monias #1A (14-09)	74	5.0
		Inga Unit No. 3	121	8.6
		Woodrush	269	2.0
		Cecil Lake #1 (06-14)	326	1.0
		Buick Creek #3-Nfa	385	2.9
		Firebird	455	75.0
		Buick Creek (14-23)	527	30.0
		Oak	553	0.3
		Fox #1 d-47-D	745	3.2
		Fireweed a-57-A	788	22.7
		Inga 5-21	951	4.0
		Red Creek (03-10)	2223	5.0
		Fireweed b-079-E	4063	0.2
		Fireweed (d-52-H)	7046	0.1
			-	222.0

14-Oct-2016 09:57

Contract No:

3167

Amendment No:

49

Effective Date:

01-Nov-2016

Demand Tolls for Firm Raw Gas Transmission Service

01-Nov-2016 to 31-Oct-2017



Schedule C

Tolls for Raw Gas Transmission Service

\$ 15.561

This Schedule C is attached to and forms part of the Firm Service Agreement dated as of November 01, 2006 between Westcoast Energy Inc. and Penn West Petroleum as amended.

Tranche 1 Period O1-Nov-2016 to 31-Oct-2017 Commodity Tolls for Interruptible Raw Gas Transmission Service Period Commodity Tolls for Interruptible Raw Gas Transmission Service

14-Oct-2016 09:57

Contract No:

3167

Demand Tolls for Firm Treatment Service

Amendment No: Effective Date:

49 01-Nov-2016

Cabadula D



Schedule D

Tolls for Treatment Service

This Schedule D is attached to and forms part of the Firm Service Agreement dated as of November 01, 2006 between Westcoast Energy Inc. and Penn West Petroleum as amended.

Tranche 1 Demand Toll \$/10³m³/d/month 3.5% Acid Gas Period 3.5% Acid Gas 01-Nov-2016 to 31-Oct-2017 \$ 463.40

Plus the amount of the acid gas adjustment, if applicable, described below.

Monthly invoices for Treatment Service provided to Shipper in accordance with this Agreement, including the determination of the volumes of Interruptible Service for Treatment Service gas and the acid gas adjustment, shall be calculated and prepared by Westcoast in accordance with Westcoast's tolling and invoicing methodology for Treatment Service currently in effect, subject to the exception that the volumes of residue gas in respect of which Treatment Service is provided in each month shall be those volumes of residue gas allocated by Westcoast to Shipper at the outlet of the Processing Plant for each such month. For the purposes of this Agreement, the Demand Tolls set out in the tables attached to this Schedule are the tolls to be used for the purpose of determining the acid gas adjustment and the Commodity Tolls set out in those tables are the tolls applicable to the Interruptible Service for Treatment Service provided to Shipper in accordance with this Agreement.

14-Oct-2016 09:57

Contract No:

3167

Amendment No: 49

Effective Date:

01-Nov-2016



Schedule D

Tolls for Treatment Service

Demand Tolls for Firm Treatment Service - Tranche 1

\$/103m3/d/month

Acid Gas	01-Nov-2016	Acld Gas	01-Nov-2016	Acid Gas	01-Nov-2016	Acid Gás	01-Nov-2016	Acid Gas	01-Nov-2016
Percentage of Raw Gas	(o 31-Oct-2017	Percentage of	ta 31-Oct 2017	Percentage of	10	Percentage of	1a	Percentage of	lo l
0.0	402,48	Raw Gas 5.1	31-Oct 2017 498.38	Raw Gas	31-Oct-2017	Raw Gas	31-Qcl-2017	Raw Gas	31-Oct-2017
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2.0	434,66	71	548.42	12.7	707.70	17.3	912 50	. 22.4	1,162.82
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3.1	455.35	82	578,92	13.3	748.02	18.4	962 64	23 5	1,222,79
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3.7	467.52	8.8	596.45	109	770.90	19,0	990.88	. 24 1	1,256 38
38	459.61	5.9	599,43	14,0	774.78	19,1	995.65	24 2	1,262.04
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4.4	482,52	9.5	617.70	14,6	798 40	19.7	1,024,63	24.8	1,295,38
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49	493,76	100	633,40	15.3	818.57	20.2	1,049,26	25.3	1,325.47
5.0	496.08	10 1	536 60	15 2	, 822.65	20 3	1,054 24	25.4	
				# I	:]			1 1 25.4	140.150

14-Oct-2016 09:57

Contract No: Amendment No: 49

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Effective Date:

01-Nov-2016



Schedule D

Tolls for Treatment Service

Demand Tolls for Firm Treatment Service - Tranche 1

\$/10°m°/d/month

Add Gas Percentage of	01-Nov-2016 to
Raw Gas	31-Oct-2017
25 5	1,337.23
25.6	1,343,14
25.7	1,349.06
25.8	1,355.00
25 9	1.360.96
26.0	1,366.94
26.1	1,372,93
26.2	1,378,94
26.3	1,384 97
25.4	1,391.01
26.5	1,397,08
26,6	1,403.16
26.7	1,409.26
26.8	1,415.37
26 9	1,421 51
27 0	1.427,66
27.1	1,433,83
27.2	1,440,01
27.3	1,446.22
27.4	1,452 44
27 5	1.458.68
27 6	1 464.93
27.7	
27.8	3.477.50
27 9	1.483,81
28 0	1 490,13
26.1	1,496.47
28.2	1,502.84
28.3	1,509 21
28.4	1,515.61
78.5	1,522.02
28.6	1,528 46
28 7	1.534 90
28.8	1,541,37
25 9	1,547.85
n	1,554,35
29.1	1,560,87
29,2	1.567.41
29.3	1,573.96
29.4	1,580.53
29.5	1,587,12
.29 6	1 593 73
29.7	1 600.35
29.8	1,606,99
29.9	1,613,65
30 0	1,620,33
**	

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01-Nov-2016



Schedule D

Tolls for Treatment Service

Commodity Tolls for Interruptible Treatment Service

\$/10³m³

Acid Ges 01-Nov-2016 to to Rew Gas 31-Oct-2017	Add Gas 01-Nov-2016 Porcentage of to Raw Gas 31-Oct-2017	Acid Gas 01-Nov-2016 Percentage of to	Acid Gax 01-Nov-2016 Percentage of to Raw Gos 31-Qct 2017	Acid Gas 01-Nev-20 Percentage of to
		Raw GBs 31-Oct-2017		Row Gas 31-Oct-20
0,0 15 349	5,1 19.007	10 2 24 400	16.3 31 530	20 4 4
01 15 404	5.2 19.096	10.3 24.524	,15,4 , 31,887	20.5 4
0.2 15.460	5.3 19.186	10.4 24.647	15.5 31.845	20 6 4
0.3 15.516	5.4 19.276	10.5 24 77 1	15 6 32 003	20 7 4
0.4 15.574	5,5 19,367	10.6 24 897	15.7 - 32,163	208 4
0.5 15.631	5.6 19.459	10 7 25 022	15 8 32 323	20.9 4
8.6 15,690	57 19.551	10.8 25.149	15.9 37.483	210 4
6.7 15,749	5.8 19.644	10.9 25.276	16.0 32.644	21.1 4
0.8 15 608	5.9 19,738	13.0 25,404	16,1 32,805	21.2 4
0.9 15.869	6.0 19.832	11.1 25.532	16 2 32.968	21.3 4
1.0 15.930	6,1 19,927	11.2 25.662	16.3 53,132	214 4
1 1 15 992	6,2 20,023	11.3 25 791	16.4 33 295	21.5 4
1.2 16,054	63 20120	11 4 25 922	16.5 33,460	21.6 4
1.3 16.117	6.4 20,217	11.5 26 053	16 6 33 625	217
1.4 10,180	6.5 20 314	11.6 26,184	16.7 33 791	21,8 4
1.5 16.245	6.6 20.413	117 26 317	15.8 33.988	219 4
16 16.310	6.7 20 512	118 25 450	16.9 34.125	22.0 4
17 16,376	6.8 20 612	11.9. 26 584	17.0 34 292	22 4
1.8 16.442	6.9 20.712	12,0 25,718	17.1 34.461	22.2
1.9 16 509	70,813	12 1 26 853	17.2 34.630	22 3 4
2.0 16,577	7,1 20,915	12.2 26 990	17,3 34 800	22,4 4
2 1 15.545	7.2 21.017	32.3 27.126	17 4 34.970	22.5
27 16714	7.3 21.121	12.4 27.263	17.5 35,142	1
2.3 16.784	7.4 21 224		1 1	1
2.4 16.854		1	17.6 35.313	22.7
2.5 16 925	7.5 21 328 7.6 21 434	12.6 27.539	17 35.486	22 8
2.6 16.997	1		17,8 35.659	22.9 4
the second second		12 8 27.818	17.9 35,833	23.0 4
2.7 17 969	7.8 21646	12.9 , 27.959	18.0 36.007	231 4
2.8 17,143	7.9 21.753	13.0 28,100	18.1 35.182	23,2
29 17 216	8.0 21.881	13 1 20 242	18 7 35,359	23.3
3.0 17.291	6.1 21.969	13.2 26 384	18.3 36.535	23.4
3.1 17 366	8.2 22.078	13,3: 28,527	19,4 35,712	23.5
3,2 37 441	8 3 22,188	13.4 28.671	18 5 36,890	23.6
3.3 17.518	8.4 27.798	13,5 28 916	18 * 37,068	23.7
3.4 57 595	8.5 22,410	13.6 28 960	18,7 37,248	23.8
1.5 17 673	8.€ 22.521	13,7 29,107	18,8 37,428	23.9
3,6 17 751	8.7 22.634	13.* 29 253	18 9 37 608	24.9
3,7 17,830	8.8 22 747	13.9 29.400	19.0 37,789	24.1
3.6 1/910	8.9 22.860	14.0 29 548	19,1. 37,971	24.2
3.9 17.990	9 0 22 975	14.1 29 696	19.2 38.154	24,3
4.0 18.071	9.1 23,090	14.2 29.845	19.0 38.337	24.4
4 3 18.153	9.2 23.206	143 29,995	19.4 38.521	24,5
42 18235	9 3 23 322	14.4 30.146	19.5 38.705	24.5
1,3 18,318	9.4 23.439	14.5 30,297	19 6 38 890	24.7
4.4 18.402	9.5 23.557	14.6 30.449	19.7 39.076	24.8
4,5 18,487	9 6 23 676	14.7 - 30.601	19,8 39,263	24.9
4.8 18 572	9.7 23.795	14.6 30.754	19 9 39 450	25.0
4.7 18 657	9.8 23.915	14.9 30.908	•	1
48 18744	9.5 24.035	1	20 0 39 636	25,1
10,111		15.0 31.063	20.1 39.825	25.2
4,9 18,831	10 0 24 156	151 31218	20.2 40,015	25.3

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Schedule D

Tolls for Treatment Service

Commodity Tolls for Interruptible Treatment Service

\$/10°m°

Acld Gas	01-Nov-2016
Percentage of Raw Gas	16 31-Oct-2017
25.5	50 998
25.6	51.223
25.7	51,449
25.8	51 676
25 9	51 903
26.0	52,131
26.1	52.359
26 2	52.589
26.3	52 619
26.4	53.049
26.5	53,280
26 6	51,512
26.7	53,745
26.8	53 978
26.9	54 212
27.0	54,447
27,1	54.682
27.2	54 918
27.3	55,154
27,4	55.387
27.5	55 630
27.5	55 868
27.7	56.108
27.8	56,347
27.9	56.588
28.0	1
28 1	57.071
28 2	57 314
783	57 557
28,4	57.801
78 5	58 045
28.6	58 791
28 7	58,536
28 8	58,783
28 9	59 039
29.0	59.278
291	59.527
29.2 29.3	
	60.026
29.4 29.3	60.777 60.528
29 6	60 780
29.7	61,033
29.8	61 286
29.9	61,540
30,0	61,795
1 30,0	41,735

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Schedule E

Tolls for Liquids Recovery and LPSF Service

This Schedule E is attached to and forms part of the Firm Service Agreement dated as of November 01, 2006 between Westcoast Energy Inc. and Penn West Petroleum as amended.

Commodity Tolls for Interruptible Liquids Recovery Service

Period	Commodity Toll \$/10³m³
01-Nov-2016 to 31-Oct-2017	\$ 52.280
nodity Tolls for Interruptible LPSF Service	
	Commodity Tall
Period	Commodity Toll \$/10 ³ m ³

Note: Shipper acknowledges and agrees that the tolls provided herein this Schedule E are current as of the date of this Service Agreement but are subject to adjustment from time to time to those tolls posted on Westcoast's Customer Interface to which Shipper has access.

Westcoast Copy

CONFIDENTIAL

VALUE SERVICE



Westcoast Energy Inc.

and

Canetic Resources Inc.



New Raw Gas Transmission, Treatment, Liquids Recovery and Liquid Products Stabilization and Fractionation Services



Westcoast Energy Inc. carrying on business as Duke Energy Gas Transmission ("Westcoast") and Canetic Resources Inc. ("Shipper") have agreed to the terms and conditions under which Westcoast will provide firm and interruptible Raw Gas Transmission, Treatment, Liquids Recovery and Liquid Products Stabilization and Fractionation services to Shipper in the Fort St. John resource area.

This Service Agreement will replace and supercede the following service agreements to which Shipper has succeeded to the interests of the shippers thereunder:

- (i) Renewal and New Service Agreement dated October 25, 2001 made between Westcoast and Samson Canada, Inc. as shipper, as amended (Westcoast Contract No. 2525);
- (ii) New Raw Gas Transmission Service Agreement dated January 1, 2004 made between Westcoast and Samson Canada, Inc. as shipper (Westcoast Contract No. 2788);
- (iii) New Raw Gas Transmission, Treatment, Liquids Recovery and Liquid Products Stabilization and Fractionation Services Agreement dated November 1, 2005 made between Westcoast and Acclaim Energy Inc. as shipper (Westcoast Contract No. 2972); and
- (iv) Renewal of Raw Gas Transmission, Treatment, Liquids Recovery and Liquid Products Stabilization and Fractionation Services Agreement dated November 26, 2001 made between Westcoast and Piper Energy Inc. as shipper, as amended (the interest of shipper having subsequently been acquired by Cougar Hydrocarbons Inc. and StarPoint Energy Ltd.) (Westcoast Contract No. 2541).

Part A: General Terms and Conditions

General Terms and Conditions

Unless otherwise specified herein, Westcoast's General Terms and Conditions – Service (the "General Terms and Conditions") and Westcoast's Toll Schedules for Raw Gas Transmission (RGT), Treatment, Liquids Recovery and Liquid Products Stabilization and Fractionation (LPSF) Services (the "Toll Schedules") will apply in respect of the services provided hereunder, are incorporated herein by reference and constitute part of this Agreement.

Definitions

Unless otherwise defined, the terms and expressions used herein will have the same meaning as the corresponding terms and expressions used in the General Terms and Conditions and Toll Schedules.

For purposes hereof:

"Affiliate" means a person, corporation, partnership, joint venture, trust or other entity which controls, is controlled by or is under common control with, a party to this Agreement. For the purpose of this definition, control means the ownership, directly or indirectly, of more than 50% of the voting shares or the rights of voting authority in a person, corporation, partnership, joint venture, trust or other entity:



"Beneficially Owned Gas" means raw gas beneficially owned by Shipper, either alone or jointly with its working interest partners, which is produced from gas reserves owned by Shipper or Shipper and its working interest partners within the Dedicated Area (as defined in the Area of Dedication section in Part D below), the production of which is connected to the Pipeline System in the Fort St. John resource area;

"Framework" means the Framework for Light-Handed Regulation agreed to in January, 1998 between Westcoast and its stakeholders, as approved by the National Energy Board by Order TG-4-98 dated June 25, 1998;

"Term" means the period commencing on November 1, 2006 and ending on October 31, 2011, and includes any extension of such period pursuant to the provisions set out under **Renewal Right** in Part D below;

"Third Party Gas" means any gas other than Beneficially Owned Gas;

"this Agreement" means this Agreement as the same may be amended and in effect from time to time and includes the General Terms and Conditions, the Toll Schedules and the Schedules hereto; and

"Year" means a period commencing on November 1 and ending on the next October 31.

Description of Services

During the Term of this Agreement, Westcoast will provide to Shipper the Firm and Interruptible RGT Service, the Firm and Interruptible Treatment Service, the Firm and Interruptible Liquids Recovery Service and the Firm and Interruptible LPSF Service described in Schedules A and B in respect of Beneficially Owned Gas delivered by Shipper to Westcoast at Receipt Points on Westcoast's Fort St. John RGT System and processed at the McMahon Processing Plant.

Part B: Raw Gas Transmission Service

Firm RGT Service

Westcoast will in respect of Beneficially Owned Gas provide to Shipper the Firm RGT Service set out in the attached Schedule A.

Contract Demand

The Contract Demand volumes (by Receipt Point) for the period commencing on the Service Commencement Date (November 1, 2006) and ending on October 31, 2007 are as specified in Schedule A. The Contract Demand volumes for the period commencing on November 1, 2007 and ending on the Service Expiry Date (October 31, 2011) will be as elected by Shipper, on an annual basis, subject to the following conditions:

- On or before the first day of May preceding each Year of the Term, commencing May 1, 2007, Shipper will give written notice to Westcoast specifying the Contract Demand volume for Firm RGT Service elected by Shipper for the next succeeding Year;
- b) Any election for Contract Demand volumes for Firm RGT Service will be at or below the Contract Demand volume for the previous Year but not less than the volume (by Receipt Point) stated in Schedule A for such Year or higher, subject to available capacity as determined by



Westcoast;

- c) The Contract Demand volume elected will have a composition which will comply with the sulphur gas limit and carbon dioxide limit specified in Schedule B;
- d) If Shipper does not give written notice to Westcoast in accordance with subsection (a) above to fix the Contract Demand for Firm RGT Service for any Year, the Contract Demand in effect for such service during the immediately preceding Year will be deemed conclusively for all purposes of this Agreement to be the Contract Demand elected by Shipper for such service for the next succeeding Year;
- e) For the purpose of subsection (b) above,increased capacity will be deemed not to be available if the capacity required to provide the increased service to Shipper is the subject of either (i) a public bidding process initiated in good faith by Westcoast prior to the receipt of a notice given by Shipper in accordance with the provisions above, or (ii) bona fide negotiations between Westcoast and any other shipper or prospective shipper and, at the time Shipper gives such notice to Westcoast, Westcoast determines that such negotiations have advanced to a point where Westcoast should not, in good faith to the other shipper or prospective shipper, terminate the negotiations.

Service Commencement Date November 1, 2006.

Service Expiry Date

October 31, 2011.

Receipt Points

As set out in Schedule A.

Resourcing

Subject always to available hydraulic capacity and provided that there is no adverse impact on Westcoast's system operations (all such matters to be determined by Westcoast in its sole discretion), Shipper may relocate any of the Receipt Points set out in Schedule A to Receipt Points upstream or downstream on the Fort St. John RGT System upon the prior written consent of Westcoast, which consent may be granted or withheld in the sole discretion of Westcoast.

Delivery Point

Inlet of the McMahon Processing Plant.

Tolls

The Demand Tolls set out in the attached Schedule C, subject to adjustment pursuant to the provisions set out under **Non-Routine Toll Adjustments** in Part D below.

Interruptible RGT Service

Westcoast will in respect of Beneficially Owned Gas provide Interruptible RGT Service to Shipper up to a maximum volume equal to the Contract Demand (or such other volume as the parties may agree), during the Term in the Fort St. John resource area. The tolls for Interruptible RGT Service will be as set out in Schedule C, subject to adjustment pursuant to the provisions set out under Non-Routine Toll Adjustments in Part D below. The parties acknowledge that the tolls for Interruptible RGT Service under this Agreement are based upon, in respect of any day, 116% of the highest Daily RGT Demand Toll for Firm RGT Service hereunder having a minimum term of one year.



For purposes of the above paragraph, "Daily RGT Demand Toll" means, in respect of the Firm RGT Service to be provided hereunder on any day, the amount expressed in dollars per 10³m³ determined by (i) multiplying the Demand Toll for such Firm RGT Service for the month by 12 and (ii) dividing the product so obtained by 365.

Notwithstanding the foregoing, in the event that Shipper exceeds its maximum entitlement to Interruptible RGT Service (as stated in the first paragraph of this section) in any Year, then the Commodity Toll payable by Shipper for such excess Interruptible RGT Service will be the toll stated on Westcoast's Customer Interface (CI) and website identified as the one year standalone Interruptible RGT Service toll at Fort St. John for such Year.

Notwithstanding the foregoing, Westcoast reserves the right to offer shippers and prospective shippers on the Pipeline System biddable or multi-priority Interruptible RGT Service during the Term which may affect the priority of the Interruptible RGT Service to be provided to Shipper hereunder. Nothing herein will provide Shipper a greater right or entitlement to any such biddable or multi-priority Interruptible RGT Service than any other shipper or prospective shipper on the Pipeline System.

Part C: Treatment Service, Liquids Recovery Service and Liquid Products Stabilization and Fractionation Service

Firm Treatment Service, Liquids Recovery Service and LPSF Service Westcoast will in respect of Beneficially Owned Gas provide to Shipper the Firm Treatment Service, the Firm Liquids Recovery Service and the Firm LPSF Service at the McMahon Processing Plant set out in the attached Schedule B.

Contract Demand

The Contract Demand volumes for the period commencing on the Service Commencement Date (November 1, 2006) and ending on October 31, 2007 are as specified in Schedule B. The Contract Demand volumes for the period commencing on November 1, 2007 and ending on the Service Expiry Date (October 31, 2011) will be as elected by Shipper, on an annual basis, subject to the following conditions:

- a) On or before the first day of May preceding each Year of the Term, commencing May 1, 2007, Shipper will give written notice to Westcoast specifying the Contract Demand volume for Firm Treatment Service, Firm Liquids Recovery Service and Firm LPSF Service elected by Shipper for the next succeeding Year;
- b) Any election for Contract Demand volumes for Firm Treatment Service, Firm Liquids Recovery Service and Firm LPSF Service will be at or below the Contract Demand volume for the previous Year but not less than the volume stated in Schedule B for such Year or higher, subject to available capacity as determined by Westcoast;
- c) The Contract Demand volume elected will have a composition which will comply with the sulphur gas limit and carbon dioxide limit specified in Schedule B;
- d) If Shipper does not give written notice to Westcoast in accordance with

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subsection (a) above to fix the Contract Demand for Firm Treatment Service, Firm Liquids Recovery Service and Firm LPSF Service for any Year, the Contract Demand in effect for such service during the immediately preceding Year will be deemed conclusively for all purposes of this Agreement to be the Contract Demand elected by Shipper for such service for the next succeeding Year;

e) For the purpose of subsection (b) above, increased capacity will be deemed not to be available if the capacity required to provide the increased service to Shipper is the subject of either (i) a public bidding process initiated in good faith by Westcoast prior to the receipt of a notice given by Shipper in accordance with the provisions above, or (ii) bona fide negotiations between Westcoast and any other shipper or prospective shipper and, at the time Shipper gives such notice to Westcoast, Westcoast determines that such negotiations have advanced to a point where Westcoast should not, in good faith to the other shipper or prospective shipper, terminate the negotiations.

Service Commencement Date November 1, 2006.

Service Expiry Date

October 31, 2011.

Tolls

The Demand Tolls set out in Schedule D and the tables attached thereto based upon the actual Acid Gas Percentage of the Beneficially Owned Gas, subject to adjustment pursuant to the provisions set out under **Non-Routine Toll Adjustments** in Part D below.

Interruptible Service

Westcoast will in respect of Beneficially Owned Gas provide Interruptible Treatment Service, Interruptible Liquids Recovery Service and Interruptible LPSF Service to Shipper up to a maximum volume equal to the respective Contract Demand (or such other volume as the parties may agree), during the Term at the McMahon Processing Plant. The tolls for Interruptible Treatment Service will be the Commodity Tolls as set out in the tables attached to Schedule D, based upon the actual Acid Gas Percentage of the Beneficially Owned Gas, subject to adjustment pursuant to the provisions set out under Non-Routine Toll Adjustments in Part D below. The parties acknowledge that the tolls for Interruptible Treatment Service under this Agreement are based upon, in respect of any day, 116% of the highest Daily Treatment Demand Toll for Firm Treatment Service in effect from time to time hereunder having a minimum term of one year for raw gas having the Acid Gas Percentage of the raw gas actually delivered.

For purposes of the above paragraph, "Daily Treatment Demand Toll" means, in respect of the Firm Treatment Service to be provided hereunder on any day, the amount expressed in dollars per 10³m³ determined by (i) multiplying the applicable Demand Toll for such Firm Treatment Service for the month by 12 and (ii) dividing the product so obtained by 365.

Notwithstanding the foregoing, in the event that Shipper exceeds its maximum entitlement to Interruptible Treatment (and related liquids) Service (as stated in the first paragraph of this section) in any Year, then the Commodity Tolls payable by Shipper for such excess Interruptible Treatment (and related liquids)

Service will be the tolls stated on Westcoast's Customer Interface (CI) and website identified as the one year standalone Interruptible Treatment (and related liquids) Service tolls at the McMahon Gas Processing Plant for such Year.

Notwithstanding the foregoing, Westcoast reserves the right to offer shippers and prospective shippers on the Pipeline System biddable or multi-priority Interruptible Treatment Service during the Term which may affect the priority of the Interruptible Treatment Service to be provided to Shipper hereunder. Nothing herein will provide Shipper with any greater right or entitlement to any such biddable or multi-priority Interruptible Treatment Service than any other shipper or prospective shipper on the Pipeline System.

Part D: Other Terms and Conditions of Service

Renewal Right

Shipper will in respect of each of the Firm RGT Service, the Firm Treatment Service, the Firm Liquids Recovery Service and the Firm LPSF Service set out in Schedules A and B have the right, by giving written notice to Westcoast not less than 6 months prior to October 31, 2011 (the "Initial Service Expiry Date"), to extend the term of all or any portion of such service then held by Shipper by 12 months on the same terms and conditions set out herein (other than this right to extend the term of such service) at a toll to be negotiated between Westcoast and Shipper for such service. If Shipper gives such notice to Westcoast, then the parties agree to negotiate in good faith the toll for such service during such extended term. If the parties are unable to reach agreement on such toll within two months of the giving of such notice by Shipper, then either party may invoke the dispute resolution procedures under the Framework to determine such toll. If the parties have not reached agreement on such toll, or if such toll has not been determined under the dispute resolution provisions of the Framework, by the commencement of the extended term for such service, then the toll for such service will be fixed on an interim basis at 116% of the toll in effect for such service immediately prior to the commencement of the extended term provided that Westcoast has made an offer in writing to Shipper at least 60 days prior to the commencement of the extended term pursuant to good faith negotiations with Shipper to settle the tolls for the extended term. In the event that Westcoast has not made such an offer to Shipper at least 60 days prior to the commencement of the extended term, then the tolls for such services during the extended term will be fixed on an interim basis at the tolls in effect for such services immediately prior to the commencement of the extended term. The final tolls agreed to or determined for the extended term of such service will be made effective retroactive to the first day of the extended term.

Except as set out above, Shipper has no right to extend the term of any of the Firm Services set out in Schedules A and B.

Authorized Mitigation/ CD Transfer If Shipper at any time during the Term is unable to utilize all or any portion of its Firm Service hereunder, then Shipper may give written notice to Westcoast requesting that Shipper be permitted to relinquish to Westcoast the amount of Firm Service that Shipper is unable to utilize for the period specified by Shipper (which period will be a multiple of calendar months and not less than one calendar month). Westcoast will within six business days following its receipt of such notice decide by written notice to Shipper whether or not to permit Shipper to relinquish the service specified in such notice from Shipper for the period

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specified by Shipper. Shipper will:

- in respect of the service that Westcoast permits Shipper to relinquish, be relieved of its obligations with respect to such service for the period of time specified in Shipper's notice to Westcoast; and
- b) in respect of the service that Westcoast does not permit Shipper to relinquish, eitner:
 - (i) be permitted to flow or process Third Party Gas under such service in the amount and for the period of time specified in Shipper's notice to Westcoast (which amount together with any amount in (ii) below will not exceed the amount of Firm Service specified in Shipper's notice to Westcoast), provided that Shipper will at all times continue to be the shipper of record and will be responsible for all tolls, nominations and other obligations in respect of such service, and provided further, that in the case of Treatment Service, there is no adverse impact on Westcoast's operations at the McMahon Processing Plant as determined in Westcoast's sole discretion ("Authorized Mitigation") and/or
 - (ii) be permitted to transfer to any third party or parties its Contract Demand entitlement (which amount together with any amount in (i) above will not exceed the amount of Firm Service specified in Shipper's notice to Westcoast) for the period specified in the notice to Westcoast ("CD Transfer") within 60 days of its receipt of notice from Westcoast, subject to the following provisions:
 - (A) if the third party to which Shipper makes the CD Transfer has a service agreement with Westcoast for RGT Service on the Fort St. John RGT System and/or Treatment Service at the McMahon Processing Plant (the "third party service agreement"), the CD Transfer by Shipper to such third party will be on the same terms and conditions, except tolls, as contained in the third party service agreement;
 - (B) if the third party to which Shipper makes the CD Transfer has a third party service agreement, the tolls in respect of the CD Transfer will be equal to the tolls in effect under such third party service agreement for a like term and if there is no like term in the third party service agreement, then the tolls in respect of the CD Transfer will be equal to the highest tolls in the third party service agreement for any term having a period of not less than one year;
 - (C) if the third party to which Shipper makes the CD Transfer does not have a third party service

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agreement, the CD Transfer by Shipper to such third party will be on such terms and conditions, including tolls, as such third party and Westcoast may agree; and

(D) if Shipper does not effect the CD Transfer within 60 days of its receipt of notice from Westcoast as provided above, the above procedure will again apply if Shipper wishes to make a CD Transfer.

No Brokering

Except as provided under **Authorized Mitigation/CD Transfer** above, Shipper will not permit, authorize or allow any Third Party Gas to flow or be processed at any time during the Term under any of the services set out herein.

Assignments

Shipper will be permitted to:

- a) assign all of the services to which Shipper is entitled under this Agreement to a third party in connection with the sale or disposition by Shipper to such third party of all of the Beneficially Owned Gas;
- b) assign a portion of the services to which Shipper is entitled under this Agreement to a third party in connection with the sale or disposition by Shipper to such third party of a portion of the Beneficially Owned Gas in proportion to the amount of Beneficially Owned Gas sold or disposed of; provided, however, that such third party will not be entitled to all of the terms and tolls contained herein unless otherwise agreed by Westcoast and in the event that Westcoast does not so agree, such terms and tolls will be negotiated between Westcoast and such third party and if such parties fail to reach agreement, either party may invoke the dispute resolution procedures under the Framework to determine such matters; or
- c) assign all or a portion of the services to which Shipper is entitled under this Agreement to an Affiliate of Shipper

with the prior written consent of Westcoast, such consent not to be unreasonably withheld, provided that if such third party or Affiliate is at the time of such assignment receiving Firm RGT Service, Firm Treatment Service, Firm Liquids Recovery Service or Firm LPSF Service from Westcoast in the Fort St. John resource area or at the McMahon Processing Plant, under a Service Agreement between Westcoast and such third party or Affiliate, then Westcoast may as a condition of providing its consent to such assignment require that the services to be assigned by Shipper to such third party or Affiliate be subject to the same terms and conditions, including tolls, set out in such Service Agreement.

Except as set out above, neither this Agreement nor any of the services hereunder may be assigned in whole or in part by Shipper.

Default



If Shipper at any time (i) fails or neglects to make any payment due to Westcoast hereunder when payment is due, or (ii) breaches or violates any of the other terms, conditions, covenants, agreements or obligations imposed upon it under this Agreement, then Westcoast may, in addition to any other remedy that it has,

at its option and without liability therefor, upon not less than 5 days prior notice to Shipper of such non-payment, breach or violation, suspend further service to Shipper hereunder until the default has been fully remedied, and no such suspension will relieve Shipper from any obligation under this Agreement. If such default by Shipper continues for a further 10 days after the suspension of service by Westcoast, then Westcoast may, in addition to any other remedy that it has, at its option and without liability therefor, terminate this Agreement upon not less than 5 days prior notice thereof to Shipper (which notice may, for greater certainty, be given by Westcoast during such 10 day period) unless such default has been fully remedied, and notwithstanding such termination, Shipper will continue to be liable for the payment of all amounts payable to Westcoast during what would otherwise have been the remainder of the Term.

Shipper hereby grants Westcoast the right to audit all relevant records of Shipper which would allow Westcoast to independently verify Shipper's compliance with the provisions of this Agreement.

Non-Routine Toll Adjustments

The tolls payable by Shipper to Westcoast hereunder will be adjusted from time to time to reflect any material additional costs reasonably and properly incurred or expended by Westcoast in respect of the provision of service to Shipper hereunder to the extent that such costs are incurred or expended by Westcoast as a result of:

- a) changes in or new legislation or regulations or reassessments related to ad valorem, income and capital taxes;
- b) changes in or new legislation, regulations or ordinances in respect of the environment or occupational health and safety or which result in changes in Westcoast's operating and maintenance practices or procedures;
- c) changes in or new accounting standards of the Canadian Institute of Chartered Accountants applicable to Westcoast or changes in the application of such standards to Westcoast; or
- d) orders or directives issued by a regulatory authority having jurisdiction, including the National Energy Board.

If any of the foregoing occurs, then Westcoast will give notice thereof to Shipper and Westcoast and Shipper will in good faith attempt to agree to an appropriate adjustment to the tolls payable by Shipper to Westcoast hereunder. If the parties are unable to reach agreement on such adjustment within two months of the giving of such notice by Westcoast, then Westcoast may invoke the dispute resolution procedures under the Framework to determine such adjustment. The adjustment to the tolls agreed to by the parties or determined under the Framework will be made effective retroactive to the date of the giving of such notice by Westcoast.

No Pre-emptive Rights

Nothing herein provides Shipper with any greater right or entitlement to service from Westcoast than that of any other shipper or prospective shipper on the Pipeline System.

Confidentiality

Shipper and Westcoast will treat as confidential the terms of this Agreement and all Confidential Information (as defined below) and will at all times during the

Term and for two years thereafter hold the terms of this Agreement and all Confidential Information in confidence. Neither party will, without the prior written consent of the other party, disclose or divulge the terms of this Agreement or any Confidential Information to any person, provided that nothing herein will restrict or prevent either party from making any disclosure of such terms or any Confidential Information:

- which is reasonably necessary or desirable for such party to carry out and give full effect to the terms, conditions and intent of this Agreement and the matters contemplated hereby;
- b) to any governmental authority, including the National Energy Board, or other legal entity if required by law;
- to the directors, officers or employees of such party or of any Affiliate of such party who have a need to know the same and who have been advised of the confidentiality obligation hereunder;
- d) to the professional advisors of such party who have undertaken in writing to keep the same confidential; or
- e) which are already in or become part of the public domain through no fault of the receiving party or its representatives.

For the purposes hereof, "Confidential Information" means any of the disclosing party's trade secrets and other competitively sensitive data or information disclosed, directly or indirectly, in writing, orally, electronically, digitally or by way of inspection, under or in connection with this Agreement or the negotiation of this Agreement, including, without limitation, technical or non-technical data, tolls, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, pricing and financial data, financial plans, drilling, production and development plans, price forecasts, product and marketing plans or lists of actual or potential customers or suppliers, whether disclosed prior to or after the date of this Agreement.

The receiving party will be liable for any breach of the confidentiality obligation hereunder by any of its directors, officers, employees, advisors or other representatives or those of its Affiliates.

Westcoast may require that Shipper provide such security as Westcoast considers appropriate for the performance of Shipper's obligations under this Agreement. In the event that Westcoast requires such security and Shipper fails to provide or maintain such security, such failure will be considered a breach or default by Shipper hereunder and Westcoast will be entitled to the remedies stated under **Default** in this Part D.

Shipper commits to deliver to Westcoast on each day during the Term of this Agreement, including any extension thereof, all Beneficially Owned Gas produced from any lands which Shipper now owns or may hereafter acquire the petroleum and natural gas rights to, within the lands depicted and described in Schedule E (the "Dedicated Area") to the extent such after acquired petroleum and natural gas rights are not subject to a previous obligation of dedication made solely by a third party acting independently of Shipper and only for the



Security

Area of Dedication



term of that obligation of dedication. For greater certainty, Shipper covenants that all of its Beneficially Owned Gas produced from the Dedicated Area (which is not previously otherwise dedicated as a result of the independent actions of third parties) will be gathered on Westcoast's Fort St. John RGT System and processed at the McMahon Processing Plant.

If at any time during the Term, including any extension thereof, Shipper wishes to dispose of all or part of its Dedicated Area (other than any interest within the Dedicated Area that Shipper acquired after the date hereof that is subject to dedication obligations made independently by third parties) then, unless otherwise decided by Westcoast:

- a) Shipper will make it a condition of such disposition that the purchaser or transferee of all or part of Shipper's interest in the Dedicated Area agrees in writing through an appropriate assignment and novation agreement executed by Westcoast, Shipper and the purchaser or transferee to be bound by the terms of this Agreement;
- b) Shipper will continue to be responsible for the delivery of gas from the disposed Dedicated Area until the purchaser or transferee has entered into the agreement contemplated in paragraph (a) above; and
- c) to the extent that Shipper chooses to assign all or part of the Contract Demand volumes for the Firm services hereunder to the purchaser or transferee, Shipper will continue to be responsible for the payment of the tolls in respect of such Contract Demand volumes (or the assigned portion thereof) until the purchaser or transferee has entered into an agreement with Westcoast to be responsible for the payment of such tolls as contemplated in paragraph (a) above.

Additional Service

Shipper will have the right to add firm RGT, Treatment, Liquids Recovery and LPSF services to this Agreement and to amend the Contract Demand volumes in respect thereof at any time during the Term hereof, subject to available capacity as determined by Westcoast (the "Additional Service"). The Demand Tolls for the Additional Service will be as set out in Schedule C (RGT) and Schedule D (Treatment, Liquids Recovery and LPSF) attached hereto for the applicable period.

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Replacement of Service Agreements

This Service Agreement will replace and supercede the service agreements identified in the second paragraph of this Agreement as of November 1, 2006. All such service agreements will be considered to be terminated on November 1, 2006, subject to the settlement by the parties of accrued liabilities thereunder, provided, however, that there will be no settlement of any liability by Shipper under Westcoast Contract No. 2788 for its failure to deliver the Contract Volume Obligation prior to the end of the term thereof.

The parties hereby agree to the foregoing as of the 1st day of November, 2006.

WESTCOAST ENERGY INC.

carrying on business as

DUKE ENERGY GAS TRANSMISSION

Per:

Garv C. Weilinger

Vice President, Spectra Energy Transmission President, BC Pipeline and Field Services Division CANETIC RESOURCES INC.

Per:

Per:

Per:

Michael C. Kelly

MANAET HE

Vice President, Regulatory Affairs and Services

Spectra Energy Transmission

OK /

DAVID M. STERNA
Vice President, Corporate Planning

Schedule A Description of Firm RGT Service

			w) 10³m³				
Firm Service	Receipt Point No.	Receipt Point Name or Location	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 31-Oct-201
RGT Ser	vice						
o Inlet of <u>McMahor</u>	Processing	Plant		•			
	2	West Buick Creek	127.9	99.8	79.8	59.9	39.9
	3	Stoddart (04-24)	5.7	4.5	3.6	2.7	1.8
	18	North Pine Central	17.0	13.3	10.6	8.0	5.3
	27	Stoddart #1A	1.6	1.2	1.0	0.8	0.5
	33	Stoddart (06-11)	109.8	85.7	68.5	51.4	34.3
	34	Buick Creek #1	3.3	2.6	2.1	1.6	1.0
	74	Monais #1A	15.3	12.0	9.6	7.2	4.8
	121	Inga Unit #3	12.2	9.6	7.6	5.7	3.8
	125	Buick Creek (05-30)	28.4	22.1	17.7	13.3	8.9
	155	Buick Creek #2 (D-093-K)	6.4	5.0	4.0	3.0	2.0
	192	Fireweed a-75-D	1.4	1.1	0.9	0.6	0.4
	194	Fireweed c-78-B	4.7	3.7	2.9	2.2	1.5
	250	Buick Creek North	1.3	1.0	0.8	0.6	0.4
	251	Rigel East (06-23)	0.9	0.7	0.6	0.4	0.3
	311	Buick Creek (C-010-A)	17.2	13.4	10.7	8.0	5.4
	318	Inga (B-002-G)	1.4	1.1	0.9	0.6	0.4
	356	Monais #2A	25.1	19.5	15.6	11.7	7.8
	385	Buick Creek #3-Nfa	2.1	1.6	1.3	1.0	0.6
	386	Buick Creek (Rigel)	3.2	2.5	2.0	1.5	1.0
	410	S.E. Ft. St. John	109.8	85.7	68.5	51.4	34.3
	411	Fort St. John	93.8	73.2	58.5	43.9	29.3
	437	Monais #3 (11-29)	33.7	26.3	21,1	15.8	10.5
	451	Montney	5.3	4.1	3.3	2.5	1.6
	510	Squirrel	2.7	2.1	1.7	1.3	0.9
	553	Oak	1.8	1.4	1.1	0.9	0.6
	756	Milligan Peejay	7.7	6,0	4.8	3.6	2.4
	785	Fireweed #2A	0.5	0.4	0.3	0.2	0.1
	788	Fireweed a-57-A	28.6	22.3	17.9	13.4	8.9
	818	Doig 7-35	8.5	6.6	5.3	4.0	2.6
	868	Bear Flat 4-36	7.6	5. 9	4.7	3.5	2.4
	951	Inga 5-21	6.5	5.1	4.1	3.1	2.0
	1002	Monias #4	22.9	17.9	14.3	10.7	7.1
	2203	Wilder (15-04)	95.0	74.1	59.3	44.5	29.7
	2632	Bear Flat 10-33	66.4	51.8	41.4	31.1	20.7
	3030	Buick Creek (B-04-B)	30.9	24.1	19.3	14.5	9.6
	3661	Fireweed c-063-G	49.2	38.4	30.7	23.0	15.4
	3683	Monais #5 (10-34)	0.6	0.4	0.4	0.3	0.2
	3983	Fireweed b-070-E	26.5	20.7	16.6	12.4	8.3
	4063	Fireweed b-079-E	1.1	0.9	0.7	0.5	0.4
	4921	Wolf d-75-A	7.8	6.1	4.9	3.6	2.4
	7041	11011 U-1 U-7	7.0	0.1	7,0	0.0	2.7

1.1

992.9

0.9

774.8

0.7

619.8

0.5

464.9

0.4

309.9

Total

Muskrat 08-27

5152

Schedule B

<u>Description of Firm Treatment Service</u>

Firm Service	Contract Demand (Res) 10 ³ m ³	CO ₂ Limit 10 ³ m ³	H₂S Limit 10³m³	Acid Gas %	Service Commencement Date	Service Expiry Date
Treatmen at McMah Processin	ion					
	788.9	16.8	16.8	4.0	01-Nov-06	31-Oct-07
	704.4	15.0	15.0	4.0	01-Nov-07	31-Oct-08
	563.5	12.0	12.0	4.0	01-Nov-08	31-Oct-09
	422.6	9.0	9.0	4.0	01-Nov-09	31-Oct-10
	281.7	6.0	6.0	4.0	01-Nov-10	31-Oct-11

Description of Firm Liquids Recovery Service

Contract Demand m ³	Service Commencement Date	Service Expiry Date		
30.0	01-Nov-06	31-Oct-07		
26.0	01-Nov-07	31-Oct-08		
21.0	01-Nov-08	31-Oct-09		
16.0	01-Nov-09	31-Oct-10		
10.0	01-Nov-10	31-Oct-11		

Description of Firm Liquid Products Stabilization and Fractionation Service

Contract Demand m ³	Service Commencement Date	Service Expiry Date
30.0	01-Nov-06	31-Oct-07
26.0	01-Nov-07	31-Oct-08
21.0	01-Nov-08	31-Oct-09
16.0	01-Nov-09	31-Oct-10
10.0	01-Nov-10	31-Oct-11

Schedule C

Tolls for Raw Gas Transmission Service

Tolls for Firm RGT Service

<u>Period</u>	Demand Toll \$/10³m³/month
November 1, 2006 to October 31, 2007	269.98
November 1, 2007 to October 31, 2008	278.08
November 1, 2008 to October 31, 2009	286.42
November 1, 2009 to October 31, 2010	295.01
November 1, 2010 to October 31, 2011	303.86

Plus the amount of tax on fuel gas consumed in operations payable by Westcoast under the *Motor Fuel Tax Act* (British Columbia) allocated to Shipper for the month.

Tolls for Interruptible RGT Service

Period	Commodity Toll \$/103m3
November 1, 2006 to October 31, 2007	10.296
November 1, 2007 to October 31, 2008	10.605
November 1, 2008 to October 31, 2009	10.923
November 1, 2009 to October 31, 2010	11.251
November 1, 2010 to October 31, 2011	11.588

Plus the amount of tax on fuel gas consumed in operations payable by Westcoast under the *Motor Fuel Tax Act* (British Columbia) allocated to Shipper for the month.

Schedule D

Tolls for Treatment Service

Tolls for Firm Treatment Service

<u>Period</u>	Demand Toll \$/10³m³/month 4.0% Acid Gas
November 1, 2006 to October 31, 2007	313.27
November 1, 2007 to October 31, 2008	322.67
November 1, 2008 to October 31, 2009	332.35
November 1, 2009 to October 31, 2010	342.32
November 1, 2010 to October 31, 2011	352.59

Plus the amount of tax on fuel gas consumed in operations payable by Westcoast under the *Motor Fuel Tax Act* (British Columbia) allocated to Shipper for the month and the acid gas adjustment, if applicable, described below.

Monthly invoices for Treatment Service provided to Shipper in accordance with this Agreement, including the determination of the volumes of Interruptible Treatment Service gas and the acid gas adjustment, shall be calculated and prepared by Westcoast in accordance with Westcoast's tolling and invoicing methodology for Treatment Service currently in effect, subject to the exception that the volumes of residue gas in respect of which Treatment Service is provided in each month shall be those volumes of residue gas allocated by Westcoast to Shipper at the outlet of the Processing Plant for each such month. For the purposes of this Agreement, the Demand Tolls set out in the tables attached to this Schedule are the tolls to be used for the purpose of determining the acid gas adjustment and the Commodity Tolls set out in those tables are the tolls applicable to the Interruptible Treatment Service provided to Shipper in accordance with this Agreement.

Demand Tolls for Firm Treatment Service

		\$/10³m	/month			\$/10³m³/month						
Acid Gas Percentage of Raw Gas	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 / 31-Oct-2011		Acid Gas Percentage of Raw Gas	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 / 31-Oct-2011
0.0	266.09	274.07	282.29	290.76	299.48		1.4	280.50	288.92	297.59	306.52	315.72
0.1	267.04	275.05	283.30	291.80	300.55		1.5	281.61	290.06	298.76	307.72	316.95
0.2	268.01	276.05	284.33	292.86	301.65		1.6	282.74	291.22	299.96	308.96	318.23
0.3	268.99	277.06	285.37	293,93	302.75		1.7	283.88	292.40	301.17	310.21	319.52
0.4	269.97	278.07	286.41	295.00	303.85		1.8	285.03	293.58	302.39	311.46	320.80
0.5	270.97	279.10	287.47	296.09	304.97		1.9	286.19	294.78	303.62	312.73	322.11
0.6	271.99	280.15	288.55	297.21	306.13		2.0	287.37	295.99	304.87	314.02	323.44
0.7	273.01	281.20	289.64	298.33	307.28		2.1	288.55	297.21	306.13	315.31	324.77
8.0	274.04	282.26	290.73	299.45	308.43		2.2	289.75	298.44	307.39	316.61	326.11
0.9	275.09	283.34	291.84	300.60	309.62		2.3	290.96	299.69	308.68	317.94	327.48
1.0	276.15	284.43	292.96	301.75	310.80		2.4	292.18	300.95	309.98	319.28	328.86
1.1	277.22	285.54	294.11	302.93	312.02		2.5	293.41	302.21	311.28	320.62	330.24
1.2	278.30	286.65	295.25	304.11	313.23		2.6	294,65	303.49	312.59	321.97	331.63
1.3	279.39	287.77	296,40	305.29	314.45		2.7	295.91	304.79	313.93	323.35	333.05

,	\$/10³m³/month						\$/10³m³/month						
Acid Gas Percentage of Raw Gas	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 / 31-Oct-2011	Acid Gas Percentage of Raw Gas	01-Nov-2006 /31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 / 31-Oct-2011		
2.8	297.17	306.09	315.27	324.73	334.47	7.5	369.74	380.83	392.25	404.02	416.14		
2.9	298.45	307.40	316.62	326.12	335.90	7.6	371.56	382.71	394.19	406.02	418.20		
3.0	299.74	308.73	317.99	327.53	337.36	7.7	373.40	384.60	396.14	408.02	420.26		
3.1	301.04	310.07	319.37	328.95	338.82	7.8	375.24	386.50	398.10	410.04	422.34		
3.2	302.35	311.42	320.76	330.38	340.29	7.9	377.10	388.41	400.06	412.06	424.42		
3.3	303.68	312.79	322.17	331.84	341.80	8.0	378.97	390.34	402.05	414.11	426.53		
3.4	305.01	314.16	323.58	333.29	343,29	8.1	380.85	392.28	404.05	416.17	428.66		
3.5	306.36	315.55	325.02	334.77	344.81	8.2	382.74	394.22	406.05	418.23	430.78		
3.6	307.72	316.95	326.46	336.25	346.34	8.3	384.64	396.18	408.07	420.31	432.92		
3.7	309.09	318.36	327.91	337.75	347.88	8.4	386.55	398.15	410.09	422.39	435.06		
3.8	310.47	319.78	329.37	339.25	349,43	8.5	388.48	400.13	412.13	424.49	437.22		
3.9	311.86	321.22	330.86	340.79	351.01	8.6	390.42	402.13	414.19	426.62	439.42		
4.0	313.27	322.67	332.35	342.32	352,59	8.7	392.37	404.14	416.26	428.75	441.61		
4.1	314.69	324.13	333.85	343.87	354.19	8.8	394.33	406.16	418.34	430.89	443.82		
4.2	316.12	325.60	335.37	345.43	355.79	8.9	396.30	408.19	420.44	433.05	446.04		
4.2	317.55	327.08	336.89	347.00	357.41	9.0	398.28	410.23	422.54	435.22	448.28		
4.4	319.01	328.58	338.44	348.59	359.05	9.1	400.28	412.29	424.66	437.40	450.52		
4.5	320.47	330.08	339.98	350.18	360.69	9.2	402.28	414.35	426.78	439.58	452,77		
4.5	321.94	331.60	341.55	351.80	362.35	9.3	404,30	416.43	428.92	441.79	455.04		
	323.43	333.13	343.12	353,41	364.01	9.4	406.33	418.52	431.08	444.01	457.33		
4.7 4.8	324.93	334.68	344.72	355.06	365.71	9.5	408.37	420.62	433.24	446.24	459.63		
	326.44	336.23	346.32	356.71	367.41	9.6	410.43	422.74	435.42	448.48	461.93		
4.9	327.96	337.80	347.93	358.37	369.12	9.7	412.49	424.86	437.61	450.74	464.26		
5.0		339.37	349.55	360.04	370.84	9.8	414.57	427.01	439.82	453.01	466.60		
5.1	329.49	1	351.19	361.73	372.58	9.9	416.66	429.16	442.03	455.29	468.95		
5.2	331.03	340.96	İ	363.44	374.34	10.0	418.76	431.32	444.26	457.59	471,32		
5.3	332.59	342.57	352.85		376.10	10.0	420.87	433.50	446.51	459.91	473.71		
5.4	334.16	344.18	354.51	365.15 366.87	377.88	10.1	422.99	435.68	448.75	462.21	476.08		
5.5	335.74	345.81	356.18	368.61	379.67	10.2	425.12	437.87	451.01	464.54	478.48		
5.6	337.33	347.45	357.87	4	381.47	10.4	427.27	440.09	453.29	466.89	480.90		
5.7	338.93	349.10	359.57	370.36	383,28	10.4	429.43	442.31	455.58	469.25	483.33		
5.8	340.54	350.76	361.28	372.12	(10.5	431.60	444.55	457.89	471.63	485,78		
5.9	342.17	352,44	363.01	373.90	385.12		431.60	446.79	460.19	471.03	488.22		
6.0	343.80	354.11	364.73	375.67	386.94	10.7	435.76	449.05	462.52	476.40	490.69		
6.1	345.45	355.81	366.48	377.47	388.79	10.8	1	451.32	464.86	478.81	493.17		
6.2	347.11	357.52	368.25	379.30	390.68	10.9	438.17	I .	i .	481.23	495.67		
6.3	348.78	359.24	370.02	381.12	392.55	11.0	440.39	453.60	467.21	}	!		
6.4	350.47	360.98	371.81	382.96	394.45	11.1	442.61	455.89	469.57	483.66	498.17		
6.5	352.16	362.72	373.60	384.81	396.35	11.2	444.85	458.20	471.95	486.11	500.69		
6.6	353.87	364.49	375.42	386.68	398.28	11.3	447.10	460.51	474.33	488.56	503.22		
6.7	355.58	366.25	377.24	388.56	400.22	11.4	449.36	462.84	476.73	491.03	505.76		
6.8	357.31	368.03	379.07	390.44	402.15	11.5	451.64	465.19	479.15	493.52	508.33		
6.9	359.05	369.82	380.91	392.34	404.11	11.6	453.92	467.54	481.57	496.02	510.90		
7.0	360.81	371.63	382.78	394.26	406.09	11.7	456.22	469.91	484.01	498.53	513.49		
7.1	362.57	373.45	384.65	396.19	408.08	11.8	458.52	472.28	486.45	501.04	516.07		
7.2	364.35	375.28	386.54	398.14	410.08	11.9	460.84	474.67	488.91	503.58	518.69		
7.3	366.13	377.11	388.42	400.07	412.07	12.0	463.18	477.08	491.39	506.13	521.31		
7.4	367.93	378.97	390.34	402.05	414.11	12.1	465.52	479.49	493.87	508.69	523.95		

		\$/10³m	³/month			\$/10 ³ m ³ /month						
Acid Gas Percentage of Raw Gas	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 / 31-Oct-2011	Acid Gas Percentage of Raw Gas	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 / 31-Oct-2011	
12.2	467.87	481.91	496.37	511.26	526.60	16.9	591.56	609.31	627.59	646.42	665.81	
12,3	470.24	484.35	498.88	513.85	529.27	17.0	594.47	612.30	630.67	649,59	669.08	
12,4	472.61	486.79	501.39	516.43	531.92	17.1	597.39	615.31	633.77	652.78	672.36	
12.5	475.00	489.25	503.93	519.05	534.62	17.2	600.33	618.34	636.89	656.00	675.68	
12.6	477.40	491.72	506.47	521.66	537.31	17.3	603.27	621.37	640.01	659.21	678.99	
12.7	479.82	494.21	509.04	524.31	540.04	17.4	606.23	624.42	643.15	662.44	682.31	
12.8	482.24	496.71	511.61	526.96	542.77	17.5	609,19	627.47	646.29	665.68	685.65	
12.9	484.67	499.21	514.19	529.62	545.51	17.6	612.17	630.54	649.46	668.94	689.01	
13.0	487.12	501.73	516.78	532.28	548.25	17.7	615.16	633.61	652.62	672.20	692.37	
13.1	489.58	504.27	519.40	534.98	551.03	17.8	618.16	636.70	655.80	675.47	695.73	
13.2	492.05	506.81	522.01	537.67	553.80	17.9	621.18	639.82	659.01	678.78	699.14	
13.3	494.53	509.37	524.65	540.39	556.60	18.0	624.20	642.93	662.22	682.09	702.55	
13.4	497.02	511.93	527.29	543.11	559.40	18.1	627.24	646.06	665.44	685.40	705.96	
13.5	499.53	514.52	529.96	545,86	562.24	18.2	630.29	649.20	668.68	688.74	709.40	
13.6	502.04	517.10	532.61	548.5 9	565.05	18.3	633.35	652.35	671.92	692.08	712.84	
13.7	504.57	519.71	535.30	551.36	567.90	18.4	636.42	655.51	675.18	695.44	716.30	
13.8	507.11	522.32	537.99	554.13	570.75	18.5	639.50	658.69	678.45	698.80	719.76	
13.9	509.66	524.95	540.70	556.92	573.63	18.6	642.60	661.88	681.74	702.19	723.26	
14.0	512.22	527.59	543.42	559.72	576.51	18.7	645.70	665.07	685.02	705.57	726.74	
14.1	514.80	530.24	546.15	562.53	579.41	18.8	648.82	668.28	688.33	708.98	730.25	
14.2	517.38	532.90	548.89	565.36	582.32	18.9	651.95	671.51	691.66	712.41	733,78	
14.3	519.98	535.58	551.65	568.20	585.25	19.0	655.09	674.74	694.98	715.83	737.30	
14.4	522.59	538.27	554,42	571.05	588.18	19.1	658.24	677.99	698.33	719.28	740.86	
14.5	525.21	540.97	557.20	573.92	591.14	19.2	661.41	681.25	701.69	722,74	744.42	
14.6	527.84	543.68	559.99	576.79	594.09	19.3	664,58	684.52	705.06	726.21	748.00	
14.7	530.48	546.39	562.78	579.66	597.05	19.4	667.77	687.80	708.43	729.68	751.57	
14.8	533.14	549.13	565.60	582.57	600.05	19.5	670,97	691.10	711.83	733.18	755.18	
14.9	535.80	551.87	568.43	585.48	603.04	19.6	674.18	694.41	715.24	736.70	758.80	
15.0	538.48	554.63	571.27	588.41	606.06	19.7	677.40	697.72	718.65	740.21	762.42	
15.1	541.17	557.41	574.13	591.35	609.09	19.8	680.64	701.06	722.09	743.75	766.06	
15.2	543.87	560.19	577.00	594.31	612.14	19.9	683.88	704.40	725.53	747.30	769.72	
15.3	546.59	562.99	579.88	597.28	615.20	20.0	687.14	707.75	728.98	750.85	773.38	
15.4	549.31	565.79	582.76	600.24	618.25	20.1	690.41	711.12	732.45	754.42	777.05	
15.5	552.05	568.61	585.67	603,24	621.34	20.2	693.68	714.49	735.92	758.00	780.74	
15.6	554.79	571.43	588.57	606.23	624.42	20.3	696.98	717.89	739.43	761.61	784.46	
15.7	557.55	574.28	591.51	609.26	627.54	20.4	700.28	721.29	742.93	765.22	788.18	
15.8	560.32	577.13	594.44	612.27	630.64	20.5	703.59	724.70	746.44	768.83	791.89	
15.9	563.11	580.00	597.40	615.32	633.78	20.6	706.92	728.13	749.97	772.47	795.64	
16.0	565.90	582.88	600.37	618.38	636.93	20.7	710.26	731.57	753.52	776.13	799.41	
16.1	568.70	585.76	603.33	621.43	640.07	20.8	713.61	735.02	757.07	779.78	803.17	
16.2	571.52	588.67	606.33	624.52	643.26	20.9	716.97	738.48	760.63	783.45	806.95	
16.3	574.35	591.58	609.33	627.61	646.44	21.0	720.34	741.95	764.21	787.14	810.75	
16.4	577.19	594.51	612.35	630.72	649.64	21.1	723.72	745.43	767.79	790.82	814.54	
16.5	580.04	597.44	615.36	633.82	652.83	21.2	727.12	748.93	771.40	794.54	818.38	
16.6	582.90	600.39	618.40	636.95	656.06	21.3	730.53	752.45	775.02	798.27	822.22	
16.7	585.78	603.35	621.45	640.09	659.29	21.4	733.94	755.96	778.64	802.00	826.06	
16.8	588.67	606.33	624.52	643.26	662.56	21.5	737.37	759.49	782.27	805.74	829.91	

			\$/10³m	/month		
	Acid Gas Percentage	01-Nov-2006	01-Nov-2007	01-Nov-2008	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 / 31-Oct-2011
	of Raw Gas 21.6	/31-Oct-2007 740.82	763.04	/31-Oct-2009 785,93	809.51	833.80
	21.7	744.27	766.60	789.60	813.29	837.69
	21.8	747.73	770.16	793.26	817.06	841.57
	21.9	751.21	773.75	796.96	820.87	845.50
	22.0	754.70	777.34	800.66	824.68	849.42
	22.0	758,20	780.95	804.38	828.51	853.37
	22.1	761.71	784.56	808.10	832.34	857.31
	22.3	765.23	788.19	811.84	836.20	861.29
	22.4	768.77	791.83	815.58	840.05	865.25
	22.5	772.31	795.48	819.34	843.92	869.24
	22.5	775.87	799.15	823.12	847.81	873.24
	22.7	779.44	802.82	826.90	851.71	877.26
	22.8	783.02	806.51	830.71	855.63	881.30
	22.0	786.61	810.21	834.52	859.56	885.35
	23.0	790.22	813.93	838.35	863.50	889.41
	23.0	793.83	817.64	842.17	867.44	893.46
	23.7	797.46	821.38	846.02	871.40	897.54
	23.2	801.10	825.13	849.88	875.38	901.64
	23.3	804.75	828.89	853.76	879.37	905.75
	23.4	808.41	832.66	857.64	883.37	909.87
		812.08	836.44	861.53	887.38	914.00
	23.6	815.77	840.24	865.45	891.41	918.15
			844.04	869.36	895.44	922.30
•	23.8	819.46	847.87	873.31	899.51	926.50
	23.9	823.17	851.70	877.25	903.57	930,68
	24.0	826.89	855.54	881.21	907.65	934.88
	24.1	830.62	859.39	885.17	911.73	939.08
	24.2	834.36	863.26	889.16	915.83	943,30
	24.3	838.12	867.14	893.15	919.94	947,54
	24.4	841.88		897.16	924.07	951.79
	24.5	845,66	871.03	901.18	928.22	956,07
	24.6	849.45	874.93)	932.38	960,35
	24.7	853.25	878.85 882.77	905.22 909.25	936.53	964.63
	24.8	857.06		913.32	940.72	968.94
	24.9	860.89	886.72	913.32	940.72	973.25
	25.0	864.72	890.66	1		977.58
	25.1	868.57	894.63	921.47	949.11 953.33	981.93
	25.2	872.43	898.60	925.56		986,29
	25.3	876.30	902.59	929.67	957.56	990.65
	25.4	880.18	906.59	933.79	961.80	995.03
	25.5	884.07	910.59	937.91	966.05	999.42
	25.6	887.97	914.61	942.05	970.31	1
	25.7	891.89	918.65	946.21	974.60	1,003.84
	25.8	895.82	922.69	950.37	978.88	1,008.25
	25.9	899.76	926.75	954.55	983.19	1,012.69
_	26.0	903.71	930.82	958.74	987.50	1,017.13
	26.1	907.67	934.90	962.95	991.84	1,021.60
-	26.2	911.64	938.99	967.16	996.17	1,026.06

	\$/10³m³/month										
Acid Gas Percentage of Raw Gas	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 / 31-Oct-2011						
26.3	915.63	943.10	971.39	1,000.53	1,030.55						
26.4	919.63	947.22	975.64	1,004.91	1,035.06						
26.5	923.64	951.35	979.89	1,009.29	1,039.57						
26.6	927.66	955.49	984.15	1,013.67	1,044.08						
26.7	931.69	959.64	988.43	1,018.08	1,048.62						
26.8	935.73	963.80	992.71	1,022.49	1,053.16						
26.9	939.79	967.98	997.02	1,026.93	1,057.74						
27.0	943.85	972.17	1,001.34	1,031.38	1,062.32						
27.1	947.93	976.37	1,005.66	1,035.83	1,066.90						
27.2	952.02	980.58	1,010.00	1,040.30	1,071.51						
27.3	956.12	984.80	1,014.34	1,044.77	1,076.11						
27.4	960.24	989.05	1,018.72	1,049.28	1,080.76						
27.5	964.36	993.29	1,023.09	1,053.78	1,085.39						
27.6	968.50	997.56	1,027.49	1,058.31	1,090.06						
27.7	972.64	1,001.82	1,031.87	1,062.83	1,094.71						
27.8	976.80	1,006.10	1,036.28	1,067.37	1,099.39						
27.9	980.97	1,010.40	1,040.71	1,071.93	1,104.09						
28.0	985.16	1,014.71	1,045.15	1,076.50	1,108.80						
28.1	989.35	1,019.03	1,049.60	1,081.09	1,113.52						
28.2	993.56	1,023.37	1,054.07	1,085.69	1,118.26						
28.3	997.77	1,027.70	1,058.53	1,090.29	1,123.00						
28.4	1,002.00	1,032.06	1,063.02	1,094.91	1,127.76						
28.5	1,006.24	1,036.43	1,067.52	1,099.55	1,132.54						
28.6	1,010.49	1,040.80	1,072.02	1,104.18	1,137.31						
28.7	1,014.76	1,045.20	1,076.56	1,108.86	1,142.13						
28.8	1,019.03	1,049.60	1,081.09	1,113.52	1,146.93						
28.9	1,023.32	1,054.02	1,085.64	1,118.21	1,151.76						
29.0	1,027.62	1,058.45	1,090.20	1,122.91	1,156.60						
29.1	1,031.92	1,062.88	1,094.77	1,127.61	1,161.44						
29.2	1,036.25	1,067.34	1,099.36	1,132.34	1,166.31						
29.3	1,040.58	1,071.80	1,103.95	1,137.07	1,171.18						
29.4	1,044.92	1,076.27	1,108.56	1,141.82	1,176.07						
29.5	1,049.28	1,080.76	1,113.18	1,146.58	1,180.98						
29.6	1,053.65	1,085.26	1,117.82	1,151.35	1,185.89						
29.7	1,058.03	1,089.77	1,122.46	1,156.13	1,190.81						
29.8	1,062.42	1,094.29	1,127.12	1,160.93	1,195.76						
29.9	1,066.82	1,098.82	1,131.78	1,165.73	1,200.70						
30.0	1,071.23	1,103.37	1,136.47	1,170.56	1,205.68						

Commodity Tolls for Interruptible Treatment Service

		\$/1	0 ³ m ³		
Acid Gas Percentage of Raw Gas	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 31-Oct-2011
0.0	10.148	10.452	10.766	11.089	11.421
0.1	10.184	10.490	10.804	11.128	11.462
0.2	10.221	10.528	10.843	11.169	11.504
0.3	10.258	10.566	10.883	11.210	11.546
0.4	10.296	10.605	10.923	11.250	11.588
0.5	10.334	10.644	10.963	11.292	11.631
0.6	10.373	10.684	11.004	11.335	11.675
0.7	10.412	10.724	11.046	11.377	11.719
0.8	10.451	10.765	11.088	11.420	11.763
0.9	10.491	10.806	11.130	11.464	11.808
1.0	10.532	10.847	11.173	11.508	11.853
1.1	10.572	10.890	11,216	11.553	11.900
1.2	10.614	10.932	11.260	11.598	11.946
1.3	10.655	10.975	11.304	11.643	11.992
1.4	10.697	11.019	11.349	11.690	12.041
1.5	10.740	11.062	11.394	11.736	12.088
1.6	10.783	11.106	11.440	11.783	12.136
1.7	10.826	11.151	11.486	11.830	12,186
1.8	10.870	11.196	11.532	11.878	12.234
1.9	10.914	11.242	11.579	11.927	12.284
2.0	10.959	11.288	11.627	11.976	12,335
2.1	11.004	11.335	11.675	12.025	12.386
2.2	11.050	11.382	11.723	12.075	12.437
2.3	11.096	11.429	11.772	12.125	12.489
2.4	11.143	11.477	11.822	12.176	12.542
2.5	11.190	11.525	11.871	12.227	12.594
2.6	11.237	11.574	11.921	12.279	12.647
2.7	11.285	11.624	11.972	12.332	12.702
2.8	11.333	11.673	12.023	12.384	12.756
2.9	11.382	11.723	12.075	12.437	12.810
3.0	11,431	11.774	12.127	12.491	12.866
3.1	11.481	11.825	12.180	12.545	12.922
3.2	11.531	11.877	12.233	12.600	12.978
3.3	11.581	11.929	12.287	12.655	13.035
3.4	11.632	11.981	12.340	12.711	13.092
3.5	11.684	12.034	12.395	12.767	13.150
3.6	11.736	12.088	12.450	12.824	13.208
3.7	11.788	12.141	12,505	12.881	13.267
3.8	11.840	12.195	12.561	12.938	13.326
3.0 3.9	11.893	12.150	12.618	12.997	13.386
3.9 4.0	11.947	12.306	12.675	13.055	13,447
4.0	12.001	12.361	12.732	13.114	13.508

		\$/10³m³					
Acid Gas Percentage of Raw Gas	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 31-Oct-2011		
4.2	12.056	12.417	12.790	13.174	13.569		
4.3	12.110	12.474	12.848	13.234	13.631		
4.4	12.166	12.531	12.907	13.294	13.693		
4.5	12.222	12.588	12.966	13.355	13.756		
4.6	12.278	12.646	13.026	13.417	13.819		
4.7	12.335	12.705	13.086	13.478	13.882		
4.8	12.392	12.764	13.147	13.541	13.947		
4.9	12.449	12.823	13.208	13.604	14.012		
5.0	12.507	12.883	13.269	13.667	14.077		
5.1	12.566	12.943	13.331	13.731	14.143		
5.2	12.624	13.003	13.393	13.795	14.209		
5.3	12.684	13.065	13.457	13.861	14.276		
5.4	12.744	13.126	13.520	13.926	14.343		
5.5	12.804	13.188	13.584	13.991	14.411		
5.6	12.865	13.251	13.648	14.058	14.479		
5.7	12.926	13.314	13.713	14.124	14.548		
5.8	12.987	13.377	13.778	14.192	14.617		
5.9	13.049	13.441	13.844	14.259	14.687		
6.0	13.111	13.505	13.910	14.327	14.757		
6.1	13.174	13.570	13.976	14.396	14.827		
6.2	13.238	13.635	14.044	14.465	14.899		
6.3	13.301	13.700	14.111	14.535	14.971		
6.4	13.366	13.767	14.180	14.605	15.043		
6.5	13.430	13.833	14.248	14.675	15.116		
6.6	13.496	13.901	14.317	14.747	15.189		
6.7	13.561	13.968	14.387	14.819	15.263		
6.8	13.627	14.036	14.457	14.890	15.337		
6.9	13.693	14.104	14.527	14.963	15.412		
7.0	13.760	14.173	14.598	15.036	15.487		
7.1	13.827	14.242	14.669	15.109	15.563		
7.2	13.895	14.312	14.741	15.184	15.639		
7.3	13.963	14.382	14.813	15.257	15.715		
7.4	14.032	14.453	14.886	15.333	15.793		
7.5	14.101	14.524	14.959	15.408	15.870		
7.6	14.170	14.595	15.033	15.484	15.949		
7.7	14.240	14.667	15.108	15.561	16.027		
7.8	14.311	14.740	15.182	15.638	16.107		
7.9	14.381	14.813	15.257	15.715	16.186		
8.0	14.453	14.886	15.333	15.793	16.267		
8.1	14.524	14.960	15.409	15.871	16.348		
8.2	14.597	15.034	15.486	15.950	16.429		
8.3	14.669	15.109	15.563	16.029	16.510		
8.4	14.742	15.184	15.640	16.109	16.592		
8.5	14.815	15.260	15.717	16.189	16.674		

\$/10 ³ m ³					
Acid Gas Percentage of Raw Gas	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 31-Oct-2011
8.6	14.889	15.336	15.796	16.270	16.758
8.7	14.964	15.413	15 .875	16.351	16.842
8.8	15.039	15.490	15.954	16.433	16.926
8.9	15.114	15.567	16.034	16.515	17.011
9.0	15.189	15.645	16.114	16.598	17.096
9.1	15.265	15.723	16.195	16.681	17.181
9.2	15.342	15.802	16.276	16.764	17.267
9.3	15.419	15.881	16.358	16.849	17.354
9.4	15.496	15.961	16.440	16.933	17.441
9.5	15.574	16.041	16.522	17.018	17.529
9.6	15.653	16.122	16.606	17.104	17.617
9.7	15.731	16.203	16.689	17.190	17.705
9.8	15.810	16.285	16.773	17.276	17.795
9.9	15.890	16.367	16.858	17.363	17.884
10.0	15.970	16.449	16.943	17.451	17.975
10.1	16.051	16.532	17.029	17.540	18.066
10.2	16.132	16.616	17.114	17.627	18.156
10.3	16.213	16.699	17.200	17.716	18.248
10.4	16.295	16.784	17.287	17.806	18.340
10.5	16.377	16.868	17.374	17.896	18.433
10.6	16.460	16.954	17.463	17.987	18.526
10.7	16.543	17.039	17.550	18.077	18.619
10.8	16.627	17.125	17.639	18.168	18.713
10.9	16.710	17.212	17.728	18.260	18.808
11.0	16.795	17.299	17.818	18.353	18.903
11.1	16.880	17.386	17.908	18.445	18.999
11.2	16.965	17.474	17.999	18.539	19.095
11.3	17.051	17.562	18.090	18.632	19.191
11.4	17.137	17.651	18.181	18.726	19.288
11.5	17.224	17.741	18.273	18.821	19,386
11.6	17.311	17.831	18.366	18.917	19.484
11.7	17.399	17.921	18.459	19.012	19.583
11.8	17.487	18.011	18.552	19.108	19.681
11.9	17.575	18.102	18.646	19.205	19.781
12.0	17.664	18.194	18.740	19.302	19.881
12.1	17.754	18.286	18.835	19.400	19.982
12.2	17.843	18.379	18.930	19.498	20.083
12.3	17.934	18.472	19.026	19.597	20.185
12.4	18.024	18.565	19.122	19.695	20.286
12.5	18.115	18.659	19.218	19.795	20.389
12.6	18.207	18.753	19.315	19.895	20.491
12.7	18.299	18.848	19.413	19.996	20.595
12.8	18.391	18.943	19.511	20.097	20.700
12.0	18.484	19.038	19.610	20,198	20.804

\$/10 ³ m ³					
Acid Gas Percentage of Raw Gas	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 31-Oct-2011
13.0	18.577	19.134	19.708	20.300	20.909
_13.1	18.671	19.231	19.808	20.403	21.015
13.2	18.765	19.328	19.908	20.505	21.120
13.3	18.860	19.426	20.009	20.609	21.227
13.4	18.955	19.523	20.109	20.713	21.334
13.5	19.051	19.622	20.211	20.817	21.442
13.6	19.146	19.721	20.312	20.922	21.549
13.7	19.243	19.820	20.415	21.027	21.658
13.8	19.340	19.920	20.517	21.133	21.767
13.9	19.437	20.020	20.621	21.239	21.877
14.0	19.535	20.121	20.724	21.346	21.986
14.1	19.633	20.222	20.829	21.453	22.097
14.2	19.731	20.323	20.933	21.561	22.208
14.3	19.830	20.425	21.038	21.669	22.320
14.4	19.930	20.528	21.144	21.778	22.431
14.5	20.030	20.631	21.250	21.888	22.544
14.6	20,130	20.734	21.356	21.997	22.657
14.7	20.231	20.838	21.463	22.106	22.770
14.8	20.332	20.942	21.570	22.217	22.884
14.9	20.434	21.047	21.678	22.328	22.998
15.0	20,536	21.152	21.787	22.440	23.113
15.1	20.639	21.258	21.896	22.552	23.229
15.2	20.742	21.364	22.005	22.665	23.345
15.3	20.845	21.471	22.115	22.778	23.462
15.4	20.949	21.578	22.225	22.891	23.578
15.5	21.054	21.685	22.336	23.006	23.696
15.6	21.158	21.793	22.446	23.120	23.813
15.7	21,263	21.901	22.558	23.235	23.932
15.8	21.369	22.010	22.670	23.350	24.051
15.9	21.475	22.119	22.783	23.466	24.170
16.0	21.582	22.229	22.896	23.583	24.291
16.1	21,689	22.339	23.009	23.699	24.410
16.2	21.796	22.450	23.124	23.817	24.532
16.3	21.904	22.561	23.238	23.935	24.653
16.4	22.012	22.673	23.353	24.054	24.775
16.5	22.121	22.785	23.468	24.172	24.897
16.6	22.230	22.897	23.584	24.291	25.020
16.7	22.340	23.010	23.700	24.411	25.143
16.8	22.450	23.124	23.817	24.532	25.268
16.9	22.560	23.237	23.934	24.653	25.392
17.0	22.671	23.351	24.052	24.773	25.517
17.0	22.783	23.466	24.170	24.895	25.642
17.1	22.895	23.582	24.289	25.018	25.768
17.2	23.007	23.697	24.408	25.140	25.895

		\$/1	03m3		
Acid Gas Percentage of Raw Gas	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 31-Oct-2011
17.4	23.120	23.813	24.528	25.263	26.021
17.5	23.233	23.930	24.648	25.387	26,149
17.6	23.346	24.047	24.768	25.511	26.277
17.7	23.460	24.164	24.889	25.636	26.405
17.8	23.575	24.282	25.010	25.760	26.533
17.9	23.690	24.401	25.133	25.887	26.663
18.0	23.805	24.519	25.255	26.013	26.793
18.1	23.921	24.639	25.378	26.139	26,923
18.2	24.037	24.759	25.501	26.266	27.054
18.3	24.154	24.879	25.625	26.394	27.186
18.4	24.271	24.999	25.749	26.522	27.318
18.5	24.389	25.120	25.874	26.650	27.449
18.6	24.507	25.242	26.000	26,779	27.583
18.7	24.625	25.364	26.125	26.908	27.716
18.8	24.744	25.486	26.251	27.038	27.850
18.9	24.863	25.609	26.378	27.169	27.984
19.0	24.983	25.733	26.504	27.300	28.118
19.1	25.103	25.856	26.632	27.431	28.254
19.2	25.224	25.981	26.760	27.563	28.390
19.3	25.345	26.106	26.889	27.695	28,526
19.4	25.467	26.231	27.017	27.828	28,663
19.5	25.589	26.356	27.147	27.961	28.800
19.6	25.711	26.483	27.277	28.096	28.938
19.7	25.834	26.609	27.407	28.229	29.076
19.8	25.958	26.736	27.538	28.364	29.215
19.9	26.081	26.864	27.670	28.500	29,355
20.0	26.205	26.991	27.801	28.635	29,494
20.1	26.330	27.120	27.933	28.771	29.634
20.2	26.455	27.248	28.066	28.908	29.775
20.3	26.581	27.378	28.200	29.046	29,917
20.4	26.707	27.508	28.333	29.183	30.059
20.5	26.833	27.638	28.467	29.321	30.200
20.6	26.960	27.769	28.602	29.460	30.343
20.7	27.087	27.900	28.737	29.599	30.487
20.8	27.215	28.031	28.872	29.738	30.630
20.9	27.343	28.163	29.008	29.878	30.775
21.0	27.472	28.296	29.145	30.019	30.920
21.1	27.600	28.428	29.281	30.159	31.064
21.2	27.730	28.562	29.419	30.301	31.211
21.2	27.860	28.696	29.557	30.444	31.357
21.3	27.800	28.830	29.695	30.586	31.503
21.4	28.121	28.965	29.833	30.728	31.650
21.6	28.253	29.100	29.973	30.872	31.799
21.6 21.7	28.384	29.236	30.113	31.016	31.947

\$/10³m³					
Acid Gas Percentage of Raw Gas	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 31-Oct-2011
21.8	28.516	29.372	30.253	31.160	32.095
21.9	28.649	29.508	30.394	31,306 -	32.245
22.0	28.782	29.645	30.535	31.451	32.394
22.1	28.915	29.783	30.677	31.597	32.545
22.2	29.049	29.921	30.818	31.743	32.695
22.3	29.184	30.059	30.961	31.890	32.847
22.4	29.319	30.198	31.104	32.037	32.998
22.5	29.454	30.337	31.247	32.185	33.150
22.6	29.589	30.477	31.391	32.333	33.303
22.7	29.725	30.617	31.535	32.482	33.456
22.8	29.862	30.758	31.681	32.631	33,610
22.9	29.999	30.899	31.826	32.781	33.765
23.0	30.137	31.041	31.972	32.931	33.919
23.1	30.274	31.182	32.118	33.082	34.074
23.2	30.413	31.325	32,265	33.233	34,229
23.3	30.552	31.468	32,412	33.384	34.386
23.4	30.691	31.611	32.560	33.537	34,543
23.5	30.830	31.755	32,708	33.689	34.700
23.6	30.970	31.899	32.856	33.842	34.857
23.7	31.111	32.044	33.006	33.996	35.015
23.8	31.252	32.189	33.155	34.149	35.174
23.9	31.393	32.335	33.305	34.305	35.334
23.9	31.535	32.481	33.456	34.459	35.493
24.0 24.1	31.677	32.628	33.607	34.615	35.654
24.1	31.820	32.775	33.758	34.771	35.814
24.2 24.3	31.963	32.922	33.910	34.927	35.975
	32.107	33.070	34.062	35.084	36.136
24.4	32.251	33.218	34.215	35.241	36.298
24.5	32.395	33.367	34.368	35.400	36.462
24.6		33.517	34.522	35.558	36.625
24.7	32.540	Į.	34.676	35.716	36.788
24.8	32.686	33.666 33.817	34.831	35.876	36.952
24.9	32.832	33.967	34.986	36.036	37.117
25.0	32.978	1	35.142	36.196	37.282
25.1	33.125	34.118	35.298	36.357	37.448
25.2	33.272	34.270	1	36.518	37.614
25.3	33.419	34.422	35.455	į.	37.780
25.4	33.567	34.575	35.612	36.680	
25.5	33.716	34.727	35.769	36.842	37.947
25.6	33.864	34.880	35.927	37.005	38.115
25.7	34.014	35.035	36.086	37.168	38.283
25.8	34.164	35.189	36.244	37.332	38.452
25.9	34.314	35.343	36.404	37.496	38.621
26.0	34.465	35.499	36.563	37.660	38.790
26.1	34.616	35.654	36.724	37.826	38,961

Acid G
Percent
of Raw (

	\$/1 0³m³						
Acid Gas Percentage of Raw Gas	01-Nov-2006 / 31-Oct-2007	01-Nov-2007 / 31-Oct-2008	01-Nov-2008 / 31-Oct-2009	01-Nov-2009 / 31-Oct-2010	01-Nov-2010 / 31-Oct-2011		
26.2	34.767	35.810	36.885	37.991	39.131		
26.3	34.919	35.967	37.046	38.157	39.302		
26.4	35.072	36.124	37.208	38.324	39.474		
26.5	35.225	36.282	37.370	38.491	39.646		
26.6	35.378	36.440	37.533	38.658	39.818		
26.7	35.532	36.598	37.696	38.827	39.991		
26.8	35.686	36.756	37.859	38.995	40.164		
26.9	35.841	36.916	38.023	39.164	40.339		
27.0	35.996	37.076	38.188	39.334	40.514		
27.1	36.151	37.236	38.353	39.503	40.688		
27.2	36.307	37.396	38.518	39.674	40.864		
27.3	36.464	37.557	38.684	39.844	41.040		
27.4	36.621	37.719	38.851	40.016	41.217		
27.5	36.778	37.881	39.018	40.188	41.394		
27.6	36.936	38.044	39.185	40.361	41.572		
27.7	37.094	38.206	39.352	40.533	41.749		
27.8	37.252	38.370	39.521	40.706	41.927		
27.9	37.411	38.534	39.690	40.880	42.107		
28.0	37.571	38.698	39.859	41.054	42.286		
28.1	37.731	38.863	40.029	41.230	42.466		
28.2	37.891	39.028	40.199	41.405	42.647		
28.3	38.052	39.193	40,369	41.580	42.828		
28.4	38.213	39.360	40.540	41.757	43.009		
28.5	38.375	39.526	40.712	41.934	43.192		
28.6	38.537	39.693	40.884	42.110	43.374		
28.7	38.700	39.861	41.057	42.289	43.557		
28.8	38.863	40.029	41.230	42.466	43.740		
28.9	39.026	40.197	41.403	42.645	43.925		
29.0	39.190	40.366	41.577	42.824	44.109		
29.1	39.354	40.535	41.751	43.004	44.294		
29.2	39.519	40.705	41.926	43.184	44.480		
29.3	39.685	40.875	42.101	43.364	44.665		
29.4	39.850	41.046	42.277	43.546	44.852		
29.5	40.016	41.217	42.453	43.727	45.039		
29.6	40.183	41.389	42.630	43,909	45.226		
29.7	40.350	41.561	42.807	44.091	45.414		
29.8	40.517	41.733	42.985	44.274	45.603		
29.9	40.685	41.906	43.163	44,457	45.791		
30.0	40.853	42.079	43.342	44.642	45.981		

Plus the amount of tax on fuel gas consumed in operations payable by Westcoast under the *Motor Fuel Tax Act* (British Columbia) allocated to Shipper for the month.

Schedule D

Tolls for Liquids Recovery Service and LPSF Service

Tolls for Firm Liquids Recovery Service

<u>Period</u>	Demand Toll \$/m³/month
November 1, 2006 to October 31, 2007	1,023.74
November 1, 2007 to October 31, 2008	1,054.45
November 1, 2008 to October 31, 2009	1,086.08
November 1, 2009 to October 31, 2010	1,118.66
November 1, 2010 to October 31, 2011	1,152.22

Plus the amount of tax on fuel gas consumed in operations payable by Westcoast under the *Motor Fuel Tax Act* (British Columbia) allocated to Shipper for the month.

Tolls for Interruptible Liquids Recovery Service

<u>Period</u>	Commodity Foll
November 1, 2006 to October 31, 2007	39.042
November 1, 2007 to October 31, 2008	40.214
November 1, 2008 to October 31, 2009	41.420
November 1, 2009 to October 31, 2010	42.662
November 1, 2010 to October 31, 2011	43.942

Plus the amount of tax on fuel gas consumed in operations payable by Westcoast under the *Motor Fuel Tax Act* (British Columbia) allocated to Shipper for the month.

Tolls for Firm LPSF Service and Interruptible LPSF Service

Period	Tolls \$/m³
November 1, 2006 to October 31, 2007	12.584
November 1, 2007 to October 31, 2008	12.962
November 1, 2008 to October 31, 2009	13.351
November 1, 2009 to October 31, 2010	13.752
November 1, 2010 to October 31, 2011	14.165

Plus the amount of tax on fuel gas consumed in operations payable by Westcoast under the *Motor Fuel Tax Act* (British Columbia) allocated to Shipper for the month.

Schedule E

Area of Dedication

B.C.	DSL	Fort St. John Drainage Area All Rights
TWP	RGE	Section
77	13	6, 7, 18, 19, 30, 31
77	14 - 21	All
78	13	6, 7, 18, 19, 30, 31
78	14 - 22	All
79	13	5 - 8, 17 - 20, 29 - 32
79	14 - 22	All
80	13	5 - 8, 17 - 20, 29 - 32
80	14 - 22	All
81	13	5 - 8, 17 - 20, 29 - 32
81	14 - 25	All
81	26	1, 2, 11 - 14, 23 - 26, 35, 36
82	13	5 - 8, 17 - 20, 29 - 32
82	14 - 25	All
82	26	1, 2, 11 - 14, 23 - 26, 35, 36
83	13	5 - 8, 17 - 20, 29 - 32
83	14 - 25	All
83	26	1, 12, 13, 24, 25, 36
84	13	5 - 8, 17 - 20, 29 - 32
84	14 - 25	All
84	26	1, 12, 13, 24, 25, 36
85	13	5 - 8, 17 - 20, 29 - 32
85	14 - 25	All
85	26	1, 12, 13, 24, 25, 36
86	13	5 - 8, 17 - 20, 29 - 32
86	14 - 25	All
86	26	1, 12, 13, 24, 25, 36
87	13	4 - 9, 16 - 21, 28 - 33
87	14 - 25	All
88	13	4 - 9, 16 - 21, 28 - 33
88	14 - 24	All
88	25	1 - 30

B.C.	NTS	Fort St. John Drainage Area All Rights
Sheet	<u>Block</u>	<u>Units</u>
93-P-13	L	87, 97
94-A-4	D	7 - 10, 17 - 20, 27 -30, 37 - 40, 47 - 50, 57 - 60, 67 - 70, <u>77</u> - 80, 87 - 90, 97 - 100
94-A-4	E	7 - 10, 17 - 20, 27 -30, 37 - 40, 47 - 50, 57 - 60, 67 - 70, 77 - 80, 87 - 90, 97 - 100
94-A-4	L	7 - 10, 17 - 20, 27 -30, 37 - 40, 47 - 50, 57 - 60, 67 - 70, 78 - 80, 88 - 90, 98 - 100
9 4-A- 5	D_	8 - 10, 18 - 20, 28 -30, 38 - 40, 48 - 50, 58 - 60, 68 - 70, 78 - 80, 88 - 90, 98 - 100
94-A-5	E	8 - 10, 18 - 20, 28 -30, 38 - 40, 48 - 50, 58 - 60, 68 - 70, 78 - 80, 88 - 90, 98 - 100
94-A-5	L	8 - 10, 18 - 20, 28 -30, 38 - 40, 48 - 50, 58 - 60, 68 - 70, 78 - 80, 89 - 90, 99 - 100
94-A-10	[1]	16 - 20, 26 - 30, 36 - 40, 46 - 50, 56 - 60, 66 - 70, 76 - 80, 86 - 90, 96 - 100
94-A-10	J-L	11 - 100
94-A-11	l - J	11 - 100
94-A-11	K	11 - 100
94-A-11	L	2 - 100
94-A-12	D	9 - 10, 19 - 20, 29 -30, 39 - 40, 49 - 50, 59 - 60, 69 - 70, 79 - 80, 89 - 90, 99 - 100
94-A-12	E	9 - 10, 19 - 20, 29 -30, 39 - 40, 49 - 50, 59 - 60, 69 - 70, 79 - 80, 89 - 90, 99 - 100
94-A-12	I-L	All
94-A-13	A-L	All
94-A-14	A-L	All
94-A-15	A-L	All
94-A-16	A-L	All
94-B-1	A-C	All .
94-B-1	F-K	All
94-B-8	A-C	All
94-B-8	F-K	All
94-B-9	A-L	All
94-B-10	A - B	All
94-B-10	G-J	All
94-B-15	A - B	All
94-B-15	G	1 - 5, 11 - 15, 21 - 25, 31 - 35, 41 - 45, 51 - 55, 61 - 65, 71 - 75, 81 - 85, 91 - 95
94-B-15	H-I	All
94-B-15	J	1 - 5, 11 - 15, 21 - 25, 31 - 35, 41 - 45, 51 - 55, 61 - 65, 71 - 75, 81 - 85, 91 - 95
94-B-16	A-L	All
94-G-1	A-L	All
94-G-2	Α	All
94-G-2	В	1, 2, 11, 12, 21, 22, 31, 32, 41, 42, 51, 52, 61, 62, 71, 72, 81, 82, 91, 92
94-G-2	G	1, 2, 11, 12, 21, 22, 31, 32, 41, 42, 51, 52, 61, 62, 71, 72, 81, 82, 91, 92
94-G-2	H-I	All
94-G-2	J	1, 2, 11, 12, 21, 22, 31, 32, 41, 42, 51, 52, 61, 62, 71, 72, 81, 82, 91, 92



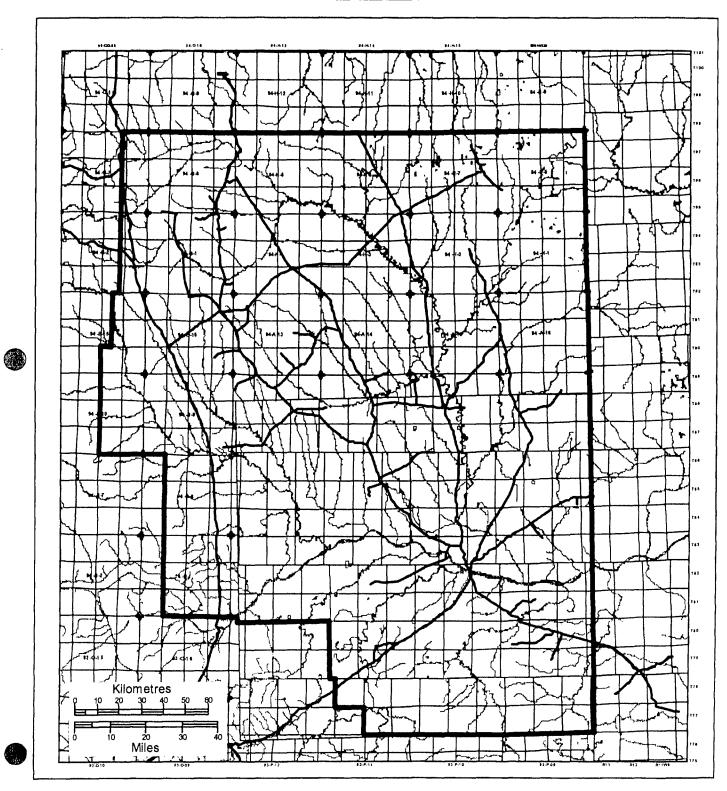
B.C.	NTS	Fort St. John Drainage Area All Rights
Sheet	<u>Block</u>	<u>Units</u>
94-G-7	Α	All
94-G-7	В	1, 2, 11, 12, 21, 22, 31, 32, 41, 42, 51, 52, 61, 62, 71, 72, 81, 82, 91, 92
94-G-7	G	1, 2, 11, 12, 21, 22, 31, 32, 41, 42, 51, 52, 61, 62, 71, 72, 81, 82, 91, 92
94-G-7	H - I	All
94-G-7	j	1, 2, 11, 12, 21, 22, 31, 32, 41, 42, 51, 52, 61, 62, 71, 72, 81, 82, 91, 92
94-G-8	A - L	All
94-H-1	A-L	All
94-H-2	A-L	All
94-H-3	A-L	Ali
94-H-4	A-L	All
94-H-5	A-L	All
94-H-6	A-L	All
94-H-7	A-L	All
94-H-8	A-L	All





Schedule E

Dedicated Area



11-May-2007 11:06

Report ID:

CASR001

Job Request:

2748791

Contract No:

FI-3167-B-0

Amendment No:

Entry Date:

01-NOV-2006



Schedule A

Field Services

This Schedule A is attached to and forms part of the Firm Service Agreement dated as of November 01, 2006 between Westcoast Energy Inc. and Canetic Resources Inc.

DESCRIPTION OF RAW GAS TRANSMISSION SERVICE SERVICES

Plant: McMahon Processing Plant

Receipt Point: As specified in Schedule B

Deliver Point: Inlet of McMahon Processing Plant

	Ref Nbr.	Firm Service	Demand 103 m3	Commencement	Service Expiry Date	Service Term	Conditions
	1	Raw gas	992.9	01-Nov-2006	31-Oct-2007	NEGOT	
	5	Raw gas	774.8	01-Nov-2007	31-Oct-2008	NEGOT	
3	9	Raw gas	619.8	01-Nov-2008	31-Oct-2009	NEGOT	
V	13	Raw gas	464.9	01-Nov-2009	31-Oct-2010	NEGOT	
	17	Raw gas	309.9	01-Nov-2010	31-Oct-2011	NEGOT	



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Schedule A

Field Services

This Schedule A is attached to and forms part of the Firm Service Agreement dated as of November 01, 2006 between Westcoast Energy Inc. and Canetic Resources Inc.

DESCRIPTION OF TREATMENT SERVICE SERVICES

Plant: McMahon Processing Plant

Receipt Point: Inlet of McMahon Processing Plant Deliver Point: Outlet of McMahon Processing Plant

	GMS Ref Nbr.	Firm Service	Contract Demand 103 m3	Commencement	Service Expiry Date	Service Term	Conditions
_	2	Residue gas	788.9	01-Nov-2006	31-Oct-2007	NEGOT	
•	۷.	Carbon dioxide limit	16.8	01-1404-2000	31-061-2007	NEGOT	
		Sulphur gas limit	16.8				
		Acid gas percentage	4.0%				
	6	Residue gas	704.4	01-Nov-2007	31-Oct-2008	NEGOT	
		Carbon dioxide limit	15.0				
		Sulphur gas limit	15.0				
		Acid gas percentage	4.0%				
	10	Residue gas	563.5	01-Nov-2008	31-Oct-2009	NEGOT	
		Carbon dioxide limit	12.0				
		Sulphur gas limit	12.0				
		Acid gas percentage	4.0%				
,	14	Residue gas	422.6	01-Nov-2009	31-Oct-2010	NEGOT	
		Carbon dioxide limit	9.0				
		Sulphur gas limit	9.0				
		Acid gas percentage	4.0%				
1	18	Residue gas	281.7	01-Nov-2010	31-Oct-2011	NEGOT	
		Carbon dioxide limit	6.0				
		Sulphur gas limit	6.0				
		Acid gas percentage	4.0%				

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Field Services

This Schedule A is attached to and forms part of the Firm Service Agreement dated as of November 01, 2006 between Westcoast Energy Inc. and Canetic Resources Inc.

DESCRIPTION OF LIQUIDS RECOVERY SERVICE SERVICES

Plant: McMahon Processing Plant

Receipt Point: Inlet of McMahon Processing Plant Deliver Point: Outlet of McMahon Processing Plant

GMS Ref Nbr.	Firm Service	Contract Demand 103 m3	Commencement	Service Expiry Date	Service Term	Conditions
4	Liquid Products	30.0	01-Nov-2006	31-Oct-2007	NEGOT	
8	Liquid Products	26.0	01-Nov-2007	31-Oct-2008	NEGOT	
12	Liquid Products	21.0	01-Nov-2008	31-Oct-2009	NEGOT	
16	Liquid Products	16.0	01-Nov-2009	31-Oct-2010	NEGOT	
20	Liquid Products	10.0	01-Nov-2010	31-Oct-2011	NEGOT	

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Amendment No:

Entry Date:

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Schedule A

Field Services

This Schedule A is attached to and forms part of the Firm Service Agreement dated as of November 01, 2006 between Westcoast Energy Inc. and Canetic Resources Inc.

DESCRIPTION OF LIQUID PRODUCTS STABILIZATION AND FRACTIONATION SERVICE SERVICES

Plant: McMahon Processing Plant

Receipt Point: Inlet of McMahon Processing Plant Deliver Point: Outlet of McMahon Processing Plant

GMS Ref Nbr.	Firm Service	Contract Demand 103 m3	Commencement	Service Expiry Date	Service Term	Conditions
3	Liquid Products	30.0	01-Nov-2006	31-Oct-2007	NEGOT	
7	Liquid Products	26.0	01-Nov-2007	31-Oct-2008	NEGOT	
11	Liquid Products	21.0	01-Nov-2008	31-Oct-2009	NEGOT	
15	Liquid Products	16.0	01-Nov-2009	31-Oct-2010	NEGOT	
19	Liquid Products	10.0	01-Nov-2010	31-Oct-2011	NEGOT	



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Schedule B Firm Raw Gas Transmission Service Receipt Points

This Schedule B is attached to and forms part of the Firm Service Agreement dated as of November 01, 2006 between Westcoast Energy Inc. and Canetic Resources Inc.

McMahon Plant Inlet

GMS Ref Nbr. Effective Period Rec	eipt Point	Receipt Point ID	Daily Volume (103m3)
1 01-Nov-2006 - 31-Oct-2007 Wes	t Buick Creek	2	127.9
Stoc	ldart (04-24)	3	5.7
Nort	h Pine Central	18	17.0
Stod	dart #1A	27	1.6
Stod	dart (06-11)	33	109.8
Buic	k Creek #1	34	3.3
Mon	ias #1A (14-09)	74	15.3
inga	Unit No. 3	121	12.2
Buic	k Creek (05-30)	125	28.4
Buic	k Creek #2 (D-093-K)	155	6.4
Firev	veed a-75-D	192	1.4
Firev	veed c-78-B	194	4.7
Buic	k Creek North	250	1.3
Rige	l East (06-23)	251	0.9
Buic	k Creek (C-010-A)	311	17.2
Inga	(B-002-G)	318	1.4
Mon	as #2A	356	25.1
Buic	k Creek #3-Nfa	385	2.1
Buic	k Creek (Rigel)	386	3.2
S.E.	Ft. St. John	410	109.8
Fort	St. John	411	93.8
Moni	as #3 (11-29)	437	33.7
Mont	ney	451	5.3
Squi	rrel	510	2.7
Oak		553	1.8
Millig	an Peejay	756	7.7
Firev	veed #2A	785	0.5
Firev	veed a-57-A	788	28.6
Doig	7-35	818	8.5
	Flat 4-36	868	7.6
Inga		951	6.5
Moni		1002	22.9

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Contract No:

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Amendment No:

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Schedule B Firm Raw Gas Transmission Service Receipt Points

McMahon Plant Inlet **GMS** Daily Ref Receipt Volume Nbr. Effective Period Receipt Point Point ID (103m3) 1 01-Nov-2006 - 31-Oct-2007 Wilder (15-04) 2203 95.0 Bear Flat 10-33 2632 66.4 Buick Creek (B-04-B) 3030 30.9 Fireweed c-063-G 3661 49.2 0.6 Monias #5 (10-34) 3683 Fireweed b-070-E 3983 26.5 Fireweed b-079-E 4063 1.1 Wolf d-75-A 4921 7.8 Muskrat 08-27 5152 1.1 992.9 01-Nov-2007 - 31-Oct-2008 West Buick Creek 5 2 99.8 Stoddart (04-24) 3 4.5 North Pine Central 18 13.3 Stoddart #1A 27 1.2 Stoddart (06-11) 85.7 33 Buick Creek #1 34 2.6 Monias #1A (14-09) 74 12.0 Inga Unit No. 3 121 9.6 Buick Creek (05-30) 125 22.1 Buick Creek #2 (D-093-K) 155 5.0 Fireweed a-75-D 192 1.1 Fireweed c-78-B 194 3.7 Buick Creek North 250 1.0 Rigel East (06-23) 251 0.7 Buick Creek (C-010-A) 311 13.4 Inga (B-002-G) 318 1.1 Monias #2A 356 19.5 Buick Creek #3-Nfa 385 1.6 Buick Creek (Rigel) 386 2.5 S.E. Ft. St. John 410 85.7 Fort St. John 411 73.2 Monias #3 (11-29) 437 26.3 Montney 451 4.1

Squirrel

2.1

510

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Contract No:

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Schedule B Firm Raw Gas Transmission Service Receipt Points

МсМа	ahon Plant Inlet			
GMS				Daily
Ref Nbr.	Effective Period	Receipt Point	teceipt oint ID	Volume (103m3)
5	01-Nov-2007 - 31-Oct-2008		553	1.4
J	01-1404-2007 - 31-001-2000	Milligan Peejay	756	6.0
		Fireweed #2A	785	0.4
		Fireweed a-57-A	788	22.3
		Doig 7-35	818	6.6
		Bear Flat 4-36	868	5.9
		Inga 5-21	951	5.1
		Monias #4	1002	17.9
		Wilder (15-04)	2203	74.1
		Bear Flat 10-33	2632	51.8
		Buick Creek (B-04-B)	3030	24.1
		Fireweed c-063-G	3661	38.4
)		Monias #5 (10-34)	3683	0.4
		Fireweed b-070-E	3983	20.7
		Fireweed b-079-E	4063	0.9
		Wolf d-75-A	4921	6.1
		Muskrat 08-27	5152	0.9
			_	774.8
9	01-Nov-2008 - 31-Oct-2009	West Buick Creek	. 2	79.8
		Stoddart (04-24)	3	3.6
		North Pine Central	18	10.6
		Stoddart #1A	27	1.0
		Stoddart (06-11)	33	68.5
		Buick Creek #1	34	2.1
		Monias #1A (14-09)	74	9.6
		Inga Unit No. 3	121	7.6
		Buick Creek (05-30)	125	17.7
		Buick Creek #2 (D-093-K)	155	4.0
		Fireweed a-75-D	192	0.9
		Fireweed c-78-B	194	2.9
		Buick Creek North	250	0.8
		Rigel East (06-23)	251	0.6
		Buick Creek (C-010-A)	311	10.7
		Inga (B-002-G)	318	0.9

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Schedule B Firm Raw Gas Transmission Service Receipt Points

GMS Ref Receipt Nbr. Effective Period Receipt Point Point ID 9 01-Nov-2008 - 31-Oct-2009 Monias #2A 356 Buick Creek #3-Nfa 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410	Daily Volume (103m3) 15.6 1.3 2.0 68.5 58.5 21.1 3.3 1.7
Nbr. Effective Period Receipt Point Point ID 9 01-Nov-2008 - 31-Oct-2009 Monias #2A 356 Buick Creek #3-Nfa 385 Buick Creek (Rigel) 386	(103m3) 15.6 1.3 2.0 68.5 58.5 21.1 3.3 1.7
9 01-Nov-2008 - 31-Oct-2009 Monias #2A 356 Buick Creek #3-Nfa 385 Buick Creek (Rigel) 386	15.6 1.3 2.0 68.5 58.5 21.1 3.3 1.7
Buick Creek #3-Nfa 385 Buick Creek (Rigel) 386	1.3 2.0 68.5 58.5 21.1 3.3 1.7
Buick Creek (Rigel) 386	2.0 68.5 58.5 21.1 3.3 1.7
	68.5 58.5 21.1 3.3 1.7
	58.5 21.1 3.3 1.7
Fort St. John 411	21.1 3.3 1.7
Monias #3 (11-29) 437	3.3 1.7
Montney 451	1.7
Squirrel 510	
Oak 553	
Milligan Peejay 756	4.8
Fireweed #2A 785	0.3
Fireweed a-57-A 788	17.9
Doig 7-35 818	5.3
Bear Flat 4-36 868	4.7
Inga 5-21 951	4.1
Monias #4 1002	14.3
Wilder (15-04) 2203	59.3
Bear Flat 10-33 2632	41.4
Buick Creek (B-04-B) 3030	19.3
Fireweed c-063-G 3661	30.7
Monias #5 (10-34) 3683	0.4
Fireweed b-070-E 3983	16.6
Fireweed b-079-E 4063	0.7
Wolf d-75-A 4921	4.9
Muskrat 08-27 5152 _	0.7
<u>-</u>	619.8
13 01-Nov-2009 - 31-Oct-2010 West Buick Creek 2	59.9
Stoddart (04-24) 3	2.7
North Pine Central 18	8.0
Stoddart #1A 27	0.8
Stoddart (06-11) 33	51.4
Buick Creek #1 34	1.6
Monias #1A (14-09) 74	7.2
Inga Unit No. 3	5.7

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Schedule B

Firm Raw Gas Transmission Service Receipt Points

McMahon Plant Inlet

GM: Ref Nbr.		Receipt Point	Receipt Point ID	Daily Volume (103m3)
13	01-Nov-2009 - 31-Oct-2010		125	13.3
		Buick Creek #2 (D-093-K)	155	3.0
		Fireweed a-75-D	192	0.6
		Fireweed c-78-B	194	2.2
		Buick Creek North	250	0.6
		Rigel East (06-23)	251	0.4
		Buick Creek (C-010-A)	311	8.0
		Inga (B-002-G)	318	0.6
		Monias #2A	356	11.7
		Buick Creek #3-Nfa	385	1.0
		Buick Creek (Rigel)	386	1.5
		S.E. Ft. St. John	410	51.4
}		Fort St. John	411	43.9
		Monias #3 (11-29)	437	15.8
		Montney	451	2.5
		Squirrel	510	1.3
		Oak	553	0.9
		Milligan Peejay	756	3.6
		Fireweed #2A	785	0.2
		Fireweed a-57-A	788	13.4
		Doig 7-35	818	4.0
		Bear Flat 4-36	868	3.5
		Inga 5-21	951	3.1
		Monias #4	1002	10.7
		Wilder (15-04)	2203	44.5
		Bear Flat 10-33	2632	31.1
		Buick Creek (B-04-B)	3030	14.5
		Fireweed c-063-G	3661	23.0
		Monias #5 (10-34)	3683	0.3
		Fireweed b-070-E	3983	12.4
	•	Fireweed b-079-E	4063	0.5
		Wolf d-75-A	4921	3.6
		Muskrat 08-27	5152	0.5
				464.9

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Schedule B

Firm Raw Gas Transmission Service Receipt Points

McMahon Plant Inlet

17 01-Nov-2010 - 31-Oct-2011 West Buick Creek	GMS Ref			Receipt	Daily Volume
Stoddart (04-24) 3 North Pine Central 18 Stoddart #1A 27 Stoddart (06-11) 33 Buick Creek #1 34 Monias #1A (14-09) 74 Inga Unit No. 3 121 Buick Creek (05-30) 125 Buick Creek #2 (D-093-K) 155 Fireweed a-75-D 192 Fireweed c-78-B 194 Buick Creek North 250 Rigel East (06-23) 251 Buick Creek (C-010-A) 311 Inga (B-002-G) 318 Monias #2A 356 Buick Creek (#3-Nfa 385 Buick Creek (#3-Nfa 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36	Nbr.	Effective Period	Receipt Point		(103m3)
North Pine Central Stoddart #1A Stoddart (06-11) Buick Creek #1 Monias #1A (14-09) Inga Unit No. 3 Buick Creek (05-30) Buick Creek (05-30) Buick Creek #2 (D-093-K) Fireweed a-75-D Buick Creek North Stode C-78-B Buick Creek North Stode C-78-B Buick Creek (C-010-A) Inga (B-002-C) Buick Creek #3-Nfa Buick Creek #3-Nfa Buick Creek (Rigel) S.E. Ft. St. John Fort St. John Monias #3 (11-29) Montney Squirrel Oak Milligan Peejay Fireweed #2-7-A Doig 7-35 Bils Bear Flat 4-36 Basick Creek #1 And	17	01-Nov-2010 - 31-Oct-2011	West Buick Creek	2	39.9
Stoddart #1A 27 Stoddart (06-11) 33 Buick Creek #1 34 Monias #1A (14-09) 74 Inga Unit No. 3 121 Buick Creek (05-30) 125 Buick Creek #2 (D-093-K) 155 Fireweed a-75-D 192 Fireweed c-78-B 194 Buick Creek North 250 Rigel East (06-23) 251 Buick Creek (C-010-A) 311 Inga (B-002-G) 318 Monias #2A 356 Buick Creek (Rigel) 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed #27-A 785 Fireweed #27-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 961			Stoddart (04-24)	3	1.8
Stoddart (06-11) 33 Buick Creek #1 34 Monias #1A (14-09) 74 Inga Unit No. 3 121 Buick Creek (05-30) 125 Buick Creek #2 (D-093-K) 155 Fireweed a-75-D 192 Fireweed c-78-B 194 Buick Creek North 250 Rigel East (06-23) 251 Buick Creek (C-010-A) 311 Inga (B-002-G) 318 Monias #2A 356 Buick Creek #3-Nfa 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Monthey 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			North Pine Central	18	5.3
Buick Creek #1 Monias #1A (14-09) 174 Inga Unit No. 3 Buick Creek (05-30) Buick Creek (05-30) Buick Creek (2D-093-K) Fireweed a-75-D 192 Fireweed c-78-B Buick Creek North 250 Rigel East (06-23) Buick Creek (C-010-A) Inga (B-002-G) Monias #2A Buick Creek (Rigel) S.E. Ft. St. John Fort St. John Monias #3 (11-29) Montney 451 Squirrel Oak 553 Milligan Peejay Fireweed #2A Fireweed #2A Fireweed a-57-A Doig 7-35 Bear Flat 4-36 Inga 5-21 I25 I21 Buick Creek (142 Buick Creek (142 Buick Creek (144 Buic			Stoddart #1A	27	0.5
Monias #1A (14-09) 74 Inga Unit No. 3 121 Buick Creek (05-30) 125 Buick Creek #2 (D-093-K) 155 Fireweed a-75-D 192 Fireweed c-78-B 194 Buick Creek North 250 Rigel East (06-23) 251 Buick Creek (C-010-A) 311 Inga (B-002-G) 318 Monias #2A 356 Buick Creek (Rigel) 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Stoddart (06-11)	33	34.3
Inga Unit No. 3 Buick Creek (05-30) Buick Creek #2 (D-093-K) Fireweed a-75-D Fireweed c-78-B Buick Creek North Buick Creek North Buick Creek (0-010-A) Buick Creek (C-010-A) Buick Creek (C-010-A) Buick Creek (Rigel) Buick Creek (Rigel) S.E. Ft. St. John Fort St. John Monias #3 (11-29) Monthey Squirrel Oak Squirrel Oak Sfireweed #2A Fireweed #2A Fireweed a-57-A Doig 7-35 Buick Creek (0-093-K) 125 192 192 193 194 194 194 194 194 194 194			Buick Creek #1	34	1.0
Buick Creek (05-30) 125 Buick Creek #2 (D-093-K) 155 Fireweed a-75-D 192 Fireweed c-78-B 194 Buick Creek North 250 Rigel East (06-23) 251 Buick Creek (C-010-A) 311 Inga (B-002-G) 318 Monias #2A 356 Buick Creek (Rigel) 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 Inga 5-21 951			Monias #1A (14-09)	74	4.8
Buick Creek #2 (D-093-K) Fireweed a-75-D Fireweed c-78-B Buick Creek North Buick Creek North Rigel East (06-23) Buick Creek (C-010-A) Buick Creek (C-010-A) Buick Creek (Rigel) Buick Creek #3-Nfa Buick Creek (Rigel) S.E. Ft. St. John Fort St. John Monias #3 (11-29) Montney Montney Montney Montney Montney Milligan Peejay Fireweed #2A Fireweed #2A Fireweed a-57-A Doig 7-35 Bear Flat 4-36 Inga 5-21 194 B94 B94 B94 B94 B94 B94 B94 B94 B94 B			Inga Unit No. 3	121	3.8
Fireweed a-75-D 192 Fireweed c-78-B 194 Buick Creek North 250 Rigel East (06-23) 251 Buick Creek (C-010-A) 311 Inga (B-002-G) 318 Monias #2A 356 Buick Creek #3-Nfa 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Buick Creek (05-30)	125	8.9
Fireweed c-78-B 194 Buick Creek North 250 Rigel East (06-23) 251 Buick Creek (C-010-A) 311 Inga (B-002-G) 318 Monias #2A 356 Buick Creek #3-Nfa 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Buick Creek #2 (D-093-K)	155	2.0
Buick Creek North 250 Rigel East (06-23) 251 Buick Creek (C-010-A) 311 Inga (B-002-G) 318 Monias #2A 356 Buick Creek #3-Nfa 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Fireweed a-75-D	192	0.4
Rigel East (06-23) 251 Buick Creek (C-010-A) 311 Inga (B-002-G) 318 Monias #2A 356 Buick Creek #3-Nfa 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Fireweed c-78-B	194	1.5
Buick Creek (C-010-A) 311 Inga (B-002-G) 318 Monias #2A 356 Buick Creek #3-Nfa 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 Inga 5-21 951			Buick Creek North	250	0.4
Inga (B-002-G) 318 Monias #2A 356 Buick Creek #3-Nfa 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Rigel East (06-23)	251	0.3
Monias #2A 356 Buick Creek #3-Nfa 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Buick Creek (C-010-A)	311	5.4
Buick Creek #3-Nfa 385 Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Inga (B-002-G)	318	0.4
Buick Creek (Rigel) 386 S.E. Ft. St. John 410 Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Monias #2A	356	7.8
S.E. Ft. St. John Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A Fireweed #2A Fireweed a-57-A 788 Doig 7-35 Bear Flat 4-36 Inga 5-21 951			Buick Creek #3-Nfa	385	0.6
Fort St. John 411 Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Buick Creek (Rigel)	386	1.0
Monias #3 (11-29) 437 Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			S.E. Ft. St. John	410	34.3
Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Fort St. John	411	29.3
Montney 451 Squirrel 510 Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Monias #3 (11-29)	437	10.5
Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951				451	1.6
Oak 553 Milligan Peejay 756 Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Squirrel	510	0.9
Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951				553	0.6
Fireweed #2A 785 Fireweed a-57-A 788 Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951			Milligan Peejay	756	2.4
Doig 7-35 818 Bear Flat 4-36 868 Inga 5-21 951					0.1
Bear Flat 4-36 868 Inga 5-21 951			Fireweed a-57-A	788	8.9
Bear Flat 4-36 868 Inga 5-21 951			Doig 7-35	818	2.6
Inga 5-21 951			-		2.4
•					2.0
			-	1002	7,1
					29.7
·			·		20.7
Buick Creek (B-04-B) 3030					9.6

Page 10 of 11

11-May-2007 11:06

Report ID:

CASR001

Job Request:

2748791

Contract No:

FI-3167-B-0

Amendment No:

0

Entry Date:

01-NOV-2006



Schedule B

Firm Raw Gas Transmission Service Receipt Points

McMahon Plant Inlet

GMS Ref Nbr.	Effective Period	Receipt Point	Receipt Point ID	Daily Volume (103m3)
17	01-Nov-2010 - 31-Oct-2011	Fireweed c-063-G	3661	15.4
		Monias #5 (10-34)	3683	0.2
		Fireweed b-070-E	3983	8.3
		Fireweed b-079-E	4063	0.4
		Wolf d-75-A	4921	2.4
		Muskrat 08-27	5152	0.4
				309.9



THIS IS EXHIBIT "M" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME

THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

Anthony Mersich
Barrister and Selicitor

1,000.00	\$	1K		A request for a surface casing vent flow report to be submitted to the Commission was included in Inspection 46386591-001. Our records show that a report has not been submitted to the Commission.	Low Risk	Open	Wilder Field	A15-27-83-19	16152
3,000,00	w	XES	Predator would like to request an extension until June 22, 2018 on this deficiency. We are lining up a crew to complete the lease repair work. Extension granted on May 26 to June 22, 2018. Extensions requested to July 13, 2018 for contractor to complete work. Extension Granted	Surface runoff is travelling southwest across the lease from the northeast corner and leaving the lease along the southern boundary. Offsite movement of sediment. Please address. In addition to the response in Kermit please provide the following documentation: In addition to the response in Kermit please provide the following documentation: A sper the Oil and Gas Waste Regulation, Section 7(3) please provide a copy of the written consent from the landowner for discharge onto private land, the records of the surface water analysis, and the records of the volume of discharge to Kaite. Wesenberg@boogc.ca. A 14-21-033-18 (WA 178) Open-ended tubing at the wellhead. Please address.	Low Risk	Ореп	FORT ST JOHN FIELD	178 A14-21-083-18W6 FORT ST JOHN FIELD Open	178
3,000.000	v	\$3K	Predator would like to request an extension until June 22, 2018 on this deficiency. We are lining up a crew to complete the berm repair work. Thank you. Extension Granted until June 22, 2018. Extensions requested to July 13, 2018 for contractor to complete work. Extension Granted	Ab breach in the berm along the south boundary, Surface runoff is leaving the lease. Please address. In addition to the response in Kermit please provide the following documentation: 13-Jul-13 As per the Oil and Gas Waste Regulation, Section 7(3) please provide a copy of the written consent from the landowner for discharge onto private land, the records of the surface water analysis, and the records of the volume of discharge to Karle-Wesenberg@boogc.ca.	Low Risk	Open	FORT ST JOHN FIELD Open	15153 15-27-083-19W6	15153
500.00	v	Negligible	In progress, operations is updating the carseal program	Carseal/Jocks needed for lines to flare from compressors and pressure sensors 12-Jul-18 tied to ESDs. Operations plan to review Carseal list and update.	Low Risk	Open		2917 d-075-a/094-p-12	2917
1,000.00	<u>۰</u> ۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰	1K						c-036-E/094-P-16	25879
1,000.00	10	1K	Winter access Helicopter access/sling out	All unused equipment including plastic aecondary containment, tank stand and 5-Jul-18 lower must be removed. Signage for pipeline says discontinued in March /2013. Tower learning heavily. 11-Jul-18 Staining near wellinead must be deaned up.	Low Risk	Open	WILDBOY FIELD	D-092-J/094-P-06 a-047-E/094-P-16	15232
1,000.00	٠,	1K	Winrer access	S-Jul-18 Unused equipment and garbage including HAZCO bin and barrels must be removed.	Low Risk	Ореп	WILDBOY FIELD	A-097-H/094-P-06	
3,000.00	₩.	3X	Winrer access	All unused equipment including piles and tank stand must be removed. 5-Jul-18 Wellhead only with piles and tank stand with no tank. Signage says pipeline discontinued March /2013.	Low Risk	Open	WILDBOY FIELD	8-039-K/094-P-06	
\$500		Negligible	In progress, operations to address	The location signage on the wellhead needs to have a new sour symbol, as this 5-Jul-18 one is barely legible, and the sign is missing a flammable symbol. -Jss., the location signage at the lease road is still in the name of PENNWEST. This needs to be corrected.	Low Risk	Open		17461 A-029-L/094-A-14 BUICK FIELD	17461
3,000.00	\$	3K	As per Brian Stasiak with Predator, site is owned by Fireweed and therefore he will handle this deficiency	Unused equipment and debris on location, Asked to remove previously, Some As per Brian Stasiak with P 5-Jul-18 lease erosion still occurring, same as last year. Extension granted May 15 to June will handle this deficiency 6, 2018	Low Risk	Open	EAGLE FIELD	2502 11-29-084-18W6	2502
7,000.00	v.	~57k	As per conversation with Dale Twiss, this site has been locked at the gate. Unused equipment will be removed in the spring. The Commission grants the extension until June 30, 2018 to remove the remaining unused equipment. Asked for extension to July 30, 2018 to come up with 5 year equipment removal plan. Request denied, The Commission expected action on this deficiency. Additional time for additional planning is not justified, and is not a commitment to address the deficiency. Second notice issued July 1, 2018	This site has not been active since 2003. Plings, rig anchors and miscellaneous piping/metals to be removed from lease. Please refer to Industry Bulletin 2016-07 regarding Unused Equipment Definition and Removal. Due date extended on Nov 16 to June 30, 2018. 30-Jun-18	Low Risk	Open	Muskrat Field	6979 16-22-087-18W6	6979
7,000.00	v	~57K	Dale Twiss, our Foreman has come up with a plan to remove unused equipment including pilings in the spring. Extensions granted to June 30,2018. Asked for extension to July 30, 2018 to come up with 5 year equipment removal plan. Request denied, The Commission expected action on this deficiency. Additional time for additional planning is not justified, and is not a commitment to address the deficiency. Second notice issued July 1, 2018	This well last produced in 1999. Therefore, the equipment that remains onsite, ie: steel pipe frames and the steel frame and piles where a building would have been, needs to be removed from this late. Vegetation needs to be deared from 30-Jun-18 around wellhead. Due date extended on Nov 16 to June 30, 2018.	Low Risk	Open		3809 B-068-8/094-A-13 FIREWEED FIELD	3809
5,000.00		10 2 0 10	Site is winter access only, Extension requested to March 31, 2019 to complete in winter program. Denied on June 20 by Ray Pilon. Need to come up with better plan to address ASAP. Requested extension to August 31, 2018. Denied again by Ray Pilon. Second Notice issues June 21, 2018.	All contaminated soil must be removed and site remediated. A spill occurred at this location on May 11/2018. (See incident # 46854373, DGIR # 180590). 19-Jun-18 Animal tracks, dead trees and dead vegetation under and around meter skid.					12906
	Cost	Cost to Correct	Correction Comments	Response Dud Deficiency Comments	Enf Ctpy Rest	Status	Field	Surface Location	LICENSE

\$ 211,000,00	SHOK								
		10134, 10298, 11030, 11003, 14352, 15790, 15837, 11064, 11063, 11005 completed. 10854 not completed, due April 1, 2019	Projects 10134, 10238, 10854, 11030, 11003, 14352, 15790, 15837, 11064, 11063, 11005. Requires full legal surveys and post construction plans.	1-Apr-19 1	Administrative Deficiency	Open	WILDBOY FIELD	Unknown	
\$ 50,000.00	\$50K	Pipelines are winter access only. We would like to request an extension to March 2019 as we are currently working on an inspection plan to manage these inactive pipelines in our upcoming 2019 winter program. Extension granted to March 31, 2019	Pledine not properly deactivated. Status in KERMIT is "active." Pipeline Project 11024-1.	31-Mar-19	Low Risk	Open	WILDBOY FIELD	A-097-H/094-P-06	
		Extension requested and approved until March 31, 2019.	Projects 22387, 22654, 22763. Extension requested and approved until March 31, 2019. Requires full legal surveys and post construction plans.	31-Mar-19 F	Administrative Deficiency	Open	WILDBOY FIELD	Unknown	
	Included above	Pipelines are winter access only. We would like to request an extension to March 2019 as we are currently working on an inspection plan to manage these inactive pipelines in our upcoming 2019 winter program. Extension granted until March 31, 2019	Pipeline not properly deactivated. Status in KERMIT is "active." Pipeline project 9501-1	31-Mar-19	Low Risk	Open	WILDBOY FIELD	d-060-D/094-P-10	
	Included above	Pipelines are winter access only. We would like to request an extension to March 2019 as we are currently working on an inspection plan to manage these inactive pipelines in our upcoming 2019 winter program. Extension granted until March 31, 2019	Pipeline not properly deactivated. Status in KERMIT is "active." Pipeline project 10134-4	31-Mar-19 1	Low Risk	Open	WILDBOY FIELD	a-035-D/094-P-11	
	Included above	Pipelines are winter access only. We would like to request an extension to March 2019 as we are currently working on an inspection plan to manage these inactive pipelines in our upcoming 2019 winter program. Extension granted until March 31, 2019	Pipeline not properly deactivated. Status in KERMIT is "active." Pipeline project. 8613-1, 8613-2.	31-Mar-19	Low Risk	Open	WILDBOY FIELD	a-043-A/094-P-11	
\$ 60,000.00	\$60K	Pipelines are winter access only. We would like to request an extension to March 2019 as we are currently working on an inspection plan to manage these inactive pipelines in our upcoming 2019 winter program. Extension granted until March 31, 2019	Pipeline not properly deactivated. Status in KERMIT is "active." Pipeline project 10134-3	31-Mar-19	Low Risk	Open	WILDBOY FIELD	D-037-D/094-P-11 WILDBOY FIELD	
\$ 1,000.00	1K	Site is winter access only. Extension requested to March 31, 2019 to complete in winter program. Extension Granted.	Flow line under stress due to meter skid frost heaved.	31-Mar-19 F	Low Risk	Open	WILDBOY FIELD	8-037-K/094-P-06	14507
\$ 1,000.00	16	Requesting more time to disconnect/isolate flowline from wellhead. Operations have leady filled out Well Suspenion report, just needs to be put in kermit once flowine is connected. Will also need to submit BC-11. Waiting on OGC response. Extension granted to July 31, 2018.	Suspended well. Wellhead chained and locked. SCV is open. Signage is good. Flow line is still connected. No ScADA meter. Skid with ESD and flue gas scrubber. PREDATOR Oil has not submitted the proper paperwork (BC - 11 and suspension report) for this location as requested on previous inspection. (see inspection # 41110399 dated Oct. 10/2017.) Site is still "active" in KERMIT system.	31-Jul-18 S	Low Risk	Open	WILDBOY FIELD	a-090-I/094-P-10	13677
\$ 2,000.00	\$2K	Winter access. Discussed idea of pushing this into a later year's winter program. Nay Pilon with OGC said that if we provide our winter 2018/2019 and winter 2019/2020 winter plans is will accept a reasonable extension. Need to provide plan. Extension granted to July 30, 2018	Unused large lined "C" ring containment must be removed. The Oil and Gas Commission does hereby request that the SCV at location d-45-A/94-P-10 be tested for pressure buildup and flow rate. Test results are to be submitted through eSubmission to the Commission.	181-10F	Low Risk	Open	WILDBOY FIELD	d-045-A/094-P-10	26899
	1K		Staining from spill off compressors in winter needs to cleaned up. Staining around K-691 and k-690 compressors and behind water disposal pumps which has blind loose on drain.	28-Jul-18 a	Low Risk	Open		d-075-a/094-p-11	2917
\$ 1,000.00	1K		Wing valve is not disabled. Process equipment removed. Pilings remain. Is there a plan to remove the pilings?	27-Jul-18 a	Low Risk	LD Open	FORT ST JOHN FIELD	18154 07-04-084-19	18154
\$ 500.00	Negligible	In progress, operations to address	Well (WA 225) associated with the pipeline has been in active since 1979. Pipeline project 23666 has an 'active' status in Kermit. Flammable gas symbol on signage is becoming faded.	26-Jul-18 F	Low Risk	LD Open	FORT ST JOHN FIELD Open	23666 01-23-083-18	23666
	Complete , WSP will not provide until outstanding invoices are paid		Deficiency #047851455-001 comments: Please have your surveyor provide confirmation of registration at LTSA for legal survey plan EPP81594, Pipeline 10298 OGC # 9609094, Shelly, Lang@boogs.ca	21-Jul-18 c	Administrative Deficiency	Open		•	10298
•	Complete , WSP will not provide until outstanding invoices are paid		Deficiency #047851828-001 comments: Please have your surveyor provide confirmation of registration at LTSA for legal survey plan EPP81594, Pipeline 11064 OGC # 9610929. Shelly, Jang@bcogs.ca	21-Jul-18 c	Administrative Deficiency	Open		-	11064
•	Complete , WSP will not provide until outstanding invoices are paid		Deficiency #047853163-001 comments: Please have your surveyor provide confirmation of registration at LTSA for legal survey plan EPP81594, Pipeline 11063 OGC # 9611137. Shelly, Lang@boogs.c.a	21-Jul-18 c	Administrative Deficiency	Open		-	11063
	Complete , WSP will not provide until outstanding invoices are paid		Deficiency #047854526-001 comments: Please have your surveyor provide confirmation of registration at LTSA for legal survey plan EPP82057. Pipeline 11003 OGC # 9610853. Shelly, Jang@bcogs.ca	21-Jul-18 c	Administrative Deficiency	Open		,	11030
\$ 56,000.00	Complete , WSP will not provide until outstanding invoices are paid		Deficiency #047854000-001 comments: Please have your surveyor provide confirmation of registration at LTSA for legal survey plan EPP82010. Pipeline 11030 OGC # 9610917. ShellyLang@bcogc.ca	21-Jul-18 c	Administrative Deficiency	Open		,	11003

Туре	Item		Due		soil hauling is complete from spill site to
General Order	r 2017-091- B-025-F/094-P-14 Spill site with contaminated soil	Open	15-Mar-18	1) By October 31, 2017 submit a plan acceptable to the Commission on how Predator will ensure compliance with the lob-treatment site. Need to submit report to close out the order, requirements as specified in item 2. 2) By March 15, 2018, remediate the soil, surface water, and groundwater affected by spillage at and around b-25-F/94-P-14, Pipeline Project 13923, segment 1 (the Site) to the applicable numerical standards under the Contaminated Sites Regulation or to riskbased standards acceptable to the Commission	4/11/2018 – Contaminated soil hauling is complete from spill site to Matrix must get paid the bio-treatment site. Need tp submit report to close out the order. total outsatnding amount to release the confirmation report
Direction to Abandon	WA10048 AIRPORT 10-33-083-17	Open	30-Apr-18	Abandon well. Submit a restoration plan, to the satisfaction of Prothe Commission, outlining the scope of work and schedule in support of the Certificate of Restoration process for each of the wellsites following abandonment. Surface restoration must be completed without reasonable	Program submitted to OGC. Abandonment not completed
Order	ORDER LWR-1102		28-Jul-18	The BC Oil and Gas Commission has reviewed your current deemed production assets and inventory liability under the Liability Management Rating (LMR) program and has determined that a security deposit must be submitted pursuant to Section 30 of the Oil and Gas Activities Act.	
General Order	2018-010 - 15-19-94-18W6M Remediation	Open	31-Jul-18	On or before July 31, 2018: a) Delineate the extent of contamination originating from WA # 4659 located at # 15-19-84-18W6M (the operating area) and any land impacted adjacent to the operating area and submit a plan to remediate the impacted area to the applicable standards set out in Part 6 of the Contaminated Sites Regulation. b) The plan must be submitted electronically to the Compliance and Enforcement mailbox at C&E@bcogc-ca. 2. On or before September 30, 2018: a) Complete the remediation of the impacted area to the applicable standards set out in Part 6 of the Contaminated Sites Regulation.	Require to drill GWM and complete a soil assessment.
General Order	er 2017-090 - D-024-G/094-P-10 Frac Pond	Open	15-Aug-18	the liquid, sludge and waste 124-G/094-P-10 (the "Site") and submit to the Commission and submit to the Commission to the presence and extent of Site. The site investigation	Matrix sent Groundwater Sample Results to Devin Scheck at OGC. OGC expects Frac Pond to be emptied by August 2018 put it in the injection well
General Order		Open	15-Aug-18	report must be submitted electronically to C&E@bcogc.ca. 3) By September 30, 2018, ensure that any contaminated soils, if present at the Site, are removed or otherwise remediated to meet the applicable numerical standards under the Contaminated Sites Regulation or to meet risk-based standards acceptable to the	

fire Commission has received the electer from OptAMabil Inc. The Commission State State (a) 2018, requesting pagerous! Solid Carl fields 2018, 121, 121, 121, 121, 121, 121, 121, 1	Liability Management Rating Program as at June 2, 2017.	_		
The test must consist of a reservoir pressure fall-off test with should be shuch for testing for a sufficient period to determine a stable and accurate pressure. Note that if a fall-off analysis is conducted, an extrapolated 60 day pressure is expected to be provided and rether year (if a production shuch). OpsMobil has indicated that there is a plan to look for an alternate well or support the friebrid property. The results of the pressure test. Well to convert to disposal to support the friebrid property. The results of the pressure test on WA 1512A will help to determine a submitted to OGC on 19/27/2017. Never received response Plan submitted to OGC on 19/27/2017. Never received response Plan submitted to OGC on 19/27/2017. Never received response Source well in the order to shut this well in and we will not be able to disposal or the well of the order to shut his well in and we will not be able to disposal or the well of the order to shut his well in and we will not be able to disposal or the well of the order to shut his well in and we will not be able to disposal or the well of the order to shut his well in and we will not be able to disposal or the well of the order to shut his well in the order to shut his well in the order to the able to disposal or the well of the order to shut his well in the order to the will not be able to disposal or the well of the order to a disposal or the existing one as we most the existing one as we most likely we we most the existing one as we most likely we we most the existing one as we most likely we we most the existing one as we most likely we we most the period of the pressure already. Source or the per	Commission under its			
The test must consist of a reservoir pressure fail off test with should be shuch for testing for a sufficient period to determine a stable and accurate pressure. Note that if a fall off analysis is conducted, an extrapolated 60 day pressure is operational opportunity for the welf to be shut in earlier in the rise is operational opportunity for the welf to be shut in earlier in classing one as we most the year (fe production shut-in). Opposite the intended property. The results of the pressure test. Well to convert to disposal to support the Firebrid property. The results of the pressure test on WA conversion is about \$500X 1234 will help to determine a support the Firebrid property. The results of the pressure test on WA conversion is about \$500X 1234 will help to determine a support the firebrid property. Period of the welf to be shut in earlier in existing one as we most the vest five vesceded the existing one as we most the pressure test on WA conversion is about \$500X 1234 will favore the pressure already. Help to determine a disposal purpose. Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Pla	Predator's infrastructure that was identified by the			
The test must consist of a reservoir pressure fail-off test with bortomhole gauges, and the well should be shur-in for testing for a sufficient period to determine a stable and accurate pressure. Note that if a fall-off analysis is conducted an extrapolated 60 day pressure is expected to be provided that there is a plan to look for an alternate well to convert to disposal to support the firebild property. The results of the pressure test. Wall to convert to disposal to support the firebild property. The results of the pressure test on WA conversion is about \$500K 19124 will help to determine remaining disposal capacity and inform the timeline for completting a submitted to OGC on 10/27/2017. Never received response Plan submitted to OGC on 10/27/2017. Never received response Soook **S75K-\$100K** **S75K-\$100K** **S900K** **S900K** **S75K-\$100K** **S900K** **S900K	Q.			
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rom OpsMobil Inc. The test must consist of a reservoir pressure fall-off test with bottomhole gauges, and the well	on the well Predator			
The test must consist of a reservoir pressure fall-off test with				
	The Commission has received the letter from OpsMobil Inc., The test must consist of a reservoir pressure fall-of			

November 30 7017	Commission at OGCDrilling.Production@bcogc.ca by	reactivated. The plan must be submitted electronically to the	25(5) of the DPR or, alternatively, will be abandoned or	and when each well will be suspended as required by section	submit a plan acceptable to the Commission outlining how	General Order 2017-102 Inactive Wells Closed suspended in accordance with section 25(5) of the DPR,	2. For each well on the List that is inactive, but has not been	eSubmission portal by November 15, 2017.	to the Oil and Gas Commission (Commission) via the	Production Regulation (DPR), submit a	suspended in accordance with section	For each well on the attached list (the
	@bcogc.ca by	d electronically to the	e abandoned or	as required by section	ssion outlining how	25(5) of the DPR,	ve, but has not been	017. Act, General Order 2017-102 is hereby terminated.	ssion) via the advised that pursuant to section 49(8) of the Oil and Gas Activities	Production Regulation (DPR), submit a Well Suspension report Predator has satisfied all the requirements of the Order. Please be	suspended in accordance with section 25(5) of the Drilling and issued General Order 2017-102 to Predator Oil BC Ltd. (Predator).	For each well on the attached list (the "List") that has been On October 23rd, 2017 the Oil and Gas Commission (Commission) N/A

Notes: Many of these items will require winter roads which has not been included in the above mentioned costs. It is assumed that our Winter roads for 2019 will cost about \$600K

THIS IS EXHIBIT "N" REFERRED TO IN THE SECOND AFFIDAVIT OF RYAN TOBBER

SWORN BEFORE ME

THIS 8TH DAY OF JULY, 2018

A Commissioner of Oaths in and for the Province of Alberta

Anthony Mersich Barrister and Solicitor



June 8, 2018

Predator Oil BC Ltd. 900, 222 - 3rd Ave SW Calgary, AB T2P 0B4

Attention:

Land Manager

Re:

Notice of Assignment dated May 23, 2018 between Predator Oil BC Ltd. and Ranch

Energy Corporation,

Operating Agreement dated January 1, 1959 (the "Agreement")

NTS 94-A-13 BLK A UNIT

Your File: C00322

CNR File: 610849

Canadian Natural Resources ("CNR") is in receipt of the captioned Notice of Assignment pursuant to an Asset Purchase and Sale Agreement between Predator Oil BC Ltd. ("Predator") and Ranch Energy Corporation ("Ranch") dated May 8, 2017, and relating to assets in British Columbia in respect of which CNR currently owns joint interests with Predator.

CNR has concerns relating to Ranch's ability to meet future financial obligations that may arise with respect to such jointly held assets. Therefore, Predator and Ranch are hereby notified that, on the basis of the foregoing, CNR will be withholding its required consent to any such disposition, assignments and related appointment and replacement of Operator, and will continue to look to Predator as the legal and beneficial owner of Predator's share of such joint interests.

Note that CNR may be prepared to grant its consent to such disposition and assignments if Predator or Ranch is able to provide CNR with evidence satisfactory to CNR (e.g. balance sheet, financial statements, LMR/LLR) of Ranch's ability to meet prospective financial obligations that may arise in relation to the jointly held assets, or Ranch provides CNR with an irrevocable standby Letter of Credit in an amount equal to the expected abandonment and reclamation obligations applicable to Predator's share of the joint interests ("LC").

Be advised that should Predator proceed with the transaction referred to above, Predator shall be in breach of its contract with CNR in this regard, and shall be fully liable to CNR in respect of such breaches. Additionally, until such time as CNR grants its consent to the said transaction, Predator remains responsible for all of Predator's obligations under the applicable contracts and for all liabilities relating to such obligations. CNR shall assume and treat any payments made under the Agreement by Ranch to CNR, as having been made for and on behalf of Predator by Ranch as Predator's duly authorized agent in relation to the Agreement.

Also be advised that CNR does not and will not recognize Ranch as being entitled to any rights under the applicable contracts, including without limitation the right to take any share of the affected petroleum

substances in kind, until such time as CNR's above-described concerns regarding Ranch's financial status have been resolved to CNR's satisfaction or a LC is provided.

However, CNR is prepared to work with Predator and Ranch with a view to resolving CNR's concerns regarding the financial status of Ranch, provided that, in the absence of a LC, Predator is prepared to fully indemnify CNR for any and all potential defaults on the part of Ranch under the applicable contracts while Ranch is recognized by CNR as the contractual successor to Predator, either permanently or on a temporary basis revocable by CNR.

Yours truly,

CANADIAN NATURAL RESOURCES

BY ITS MANAGING PARTNER

CANADIAN NATURAL RESOURCES LIMITED

For:

Betty Yee

Vice President - Land

cc: Ranch Energy Corporation - Attention: Land Manager Bellatrix Exploration Ltd. — Attention: Land Manager

Dueliais

CNRL JV SOA as at Jun 11 20 Sum of Open Amount	Column Labels				
Row Labels	Current	31-60	61-90	Over 90	Grand Total
Predator Oil BC Ltd.	80,659.06	70,873.62	318,793.92	1,571,674.96	2,042,001.5
448235	80,659.06	70,873.62	318,793.92	1,571,674.96	2,042,001.5
FMT		,	,	208.82	208.8
2017CNRBC0043				208.82	208.8
JIB	61,478.79	54,683.94	302,594.03	1,182,068.10	1,600,824.8
598842			·	341.34	341.3
605178				10,038.43	10,038.4
610679				451.30	451.3
613671				14.89	14.8
616159				169,088.81	169,088.8
619534				200,436.95	200,436.9
622137				197,092.36	197,092.3
625158				295,864.29	295,864.2
627696				196,464.20	196,464.2
631148				112,275.53	112,275.5
633487			302,594.03	_,	302,594.0
636507		54,683.94			54,683.9
639843	61,478.79				61,478.7
LAN	•			28,600.99	28,600.9
SEP92-17				28,600.99	28,600.9
LAR	3,075.20	10,411.12	7,257.18	93,799.40	114,542.9
L1705408A			1,023.74	,	1,023.7
L1708540				22,897.61	22,897.6
L1709484				1,597.50	1,597.5
L1710543				2,712.47	2,712.4
L1711541				26,730.76	26,730.7
L1712493				565.81	565.8
L1801228				26.52	26.5
L1801524				13,784.55	13,784.5
L1802512				10,284.29	10,284.2
L1803523				15,199.89	15,199.8
L1804530			6,233.44		6,233.4
L1805507		10,411.12			10,411.1
L1806509	3,075.20				3,075.2
NJR		(85.53)		278.71	193.1
323		(85.53)			(85.5
232-PL1				(223.94)	(223.9
294-PL1				(1,048.26)	(1,048.2
34-PL2				(129.10)	(129.1
35-PL2				1,680.01	1,680.0
RUR	63.00	63.00	1,530.90	206,725.86	208,382.7
RU170926468				50,670.00	50,670.0
RU171026733				53,073.56	53,073.5
RU171126976				50,389.90	50,389.9
RU171227267				52,592.40	52,592.4
RU180428328			1,530.90		1,530.9
RU180528606		63.00			63.0
RU180628905	63.00				63.0
SLRT	16,042.07	5,801.09	7,411.81	59,993.08	89,248.0
617010				14,442.33	14,442.3
619922				12,254.87	12,254.8
622680				5,137.46	5,137.4
626038				13,842.07	13,842.0
628604				8,311.37	8,311.3
631554				6,004.98	6,004.9
634377			7,411.81		7,411.8
637377		5,801.09			5,801.0
640252	16,042.07				16,042.0
Grand Total	80,659.06	70,873.62	318,793.92	1,571,674.96	2,042,001.5