Exhibit "A"

FORM 49
[RULE 13.19]

CLERK'S STAMP

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, OPSMOBIL INC., 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@gowlingwlg.com File No.: V41817

Sworn on July 3, 2018

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

I. INTRODUCTION

1. 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. The principal executive office of the Applicants is located at 1200, 815-8th Ave SW, Calgary, Alberta T2P 1M4 (the "**Calgary Head Office**").

2. I am authorized to swear this Affidavit as the corporate representative of the Applicants.

3. This Affidavit is made 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.

II. OVERVIEW OF THE APPLICANTS

A. Corporate Structure

5. All of the Applicants are incorporated under the Alberta *Business Corporations Act*, RSA 2000, Chapter B-9, as amended (the "***ABCA***").

6. I own all of the shares in the capital of Ranch, 1734 and 1859. 1734 owns 76% of the shares in the capital of Ops Group. The other 19% is owned by Air Dallaire Ltd., which is also a respondent in the Receivership Application but which is unrelated to the Applicants. The remaining 5% is owned as to 1.24% by Clear Ideas Incorporated and as to 3.76% by American Bond Company Limited. Ops Group owns 100% of the shares in the capital of OpsMobil, Ops Construction and Ops Services. Attached hereto as **Exhibit "A"** is a copy of a corporate structure chart illustrating these relationships.

B. Businesses of Applicants

7. 1734 and those Applicants which are subsidiaries thereof (collectively, the "**OpsMobil Group**") are a group of oilfield service companies providing three principal services:

(a) energy services, consisting of field services to support production operations, including providing operators and maintenance crews, light construction and asset management for the same;

(b) aviation services, consisting of specialized oilfield services using both fixed wing and rotary wing aircraft for pipeline patrols, pilot operations and aerial applications; and

(c) construction services, consisting of construction services with particular capabilities in above ground and complex underground pipeline construction.

8. The primary assets of the OpsMobil Group are aircraft and aircraft support facilities. This business requires a sustained and ongoing capital expenditure commitment in order to protect cash flows and preserve such asset values. The aviation services are regulated by Transport Canada as a commercial air operator which regulates the requirements for aircraft maintenance.

9. The employees of the OpsMobil Group as follows:

(a) Ops Construction employs one person;

(b) Ops Services employs 40 people;

(c) Ops Group employs 11 people; and

(d) OpsMobil employs 2 people,

totalling 53 employees in the OpsMobil Group.

10. The aircraft operate throughout Western Canada with the main operational base in Whitecourt, Alberta. The other aviation facilities are located in Rocky Mountain House, High-Level and Rainbow Lake, Alberta.

11. The OpsMobil Group has been focused on transitioning to value added services through its asset management solutions, allowing for improved margins, and phasing out or divesting of its

legacy services. OpsMobil Group asset management solution is to provide all labour, equipment, consumable and support to operate the production assets.

12. As oilfield service companies, the revenues of the OpsMobil Group are dependent on the expenditures of oil and gas producers, which have been depressed since 2014.

13. The original vision for Ranch was to acquire and operate mid to end of life producing oil and gas assets throughout North America. The business model was designed to provide strategic exit solutions for growth focused exploration and production companies through the acquisition by Ranch their non-core and non-strategic production assets, with the goal of providing Ranch with predictable, long-term financial returns for its stakeholders. Due to the nature of Ranch's business, revenues of Ranch are directly tied to the commodity prices.

14. Ranch also requires a sustained and ongoing capital expenditure commitment in order to maximize production from its assets and to optimize operating infrastructure. In particular, the business plan when acquiring the assets of Predator Oil B.C. Ltd. ("**Predator**) was to reactivate shut-in wells to increase production and incremental revenue.

15. Ranch engaged Ops Services to provide asset management services to manage the field operations of its producing assets. Ops Services is a key vendor to Ranch but operates businesses with completely different cost structures and asset classes. As a result, the financial requirements, performance, challenges and merits of Ranch and Ops Services businesses cannot be simply combined and reviewed on a consolidated basis. Ops Services, however, is very dependant on Ranch due to the high level of receivables outstanding.

III. THIRD EYE FACILITIES

A. Bank of Montreal Paid Out

16. In September 2015, Third Eye presented OpsMobil with a term sheet for $10,000,000 for a term loan and revolving line of credit. These facilities were intended to be used to provide the capital required to a) repay the Bank of Montreal ("**BMO**"), and b) provide the necessary funds for capital expenditures ("**CAPEX**") required to complete the overhaul of certain aircraft. The primary maintenance season for aircraft is generally during the winter months so all aircraft are

serviceable for the following summer flying season. Accordingly, the timing of the receipt of CAPEX funds was crucial for OpsMobil's 2016 season.

17. By the time the Third Eye credit facilities were finalized, the terms, conditions and intended uses of the loan had substantially changed. Third Eye advanced $7,000,000 which was used to purchase BMO's security, pay legal fees and provided Third Eye with fees and gains on the BMO deal. The term loan did not provide the required $3,000,000 in expected credit availability to fund the capex program.

18. Third Eye also offered a revolving line of credit of $3,000,000 of which $1,800,000 was drawn on December 23, 2015.

B. Third Eye Initial Credit Facilities

19. Upon acceptance of the term sheet, Third Eye led me to believe that it would quickly purchase BMO's credit facilities and move OpsMobil's debt into the Third Eye facilities. As events unfolded, the process dragged and Third Eye demanded additional security before it would purchase BMO's security, which took place on or about November 11, 2015.

20. OpsMobil did not obtain access to the Third Eye credit facilities until Dec 23, 2015. By this time, the terms and conditions of the Third Eye facilities had changed again, and OpsMobil had incurred significant additional costs in respect of its BMO credit facility.

21. At the time Third Eye purchased the debt owing by OpsMobil to BMO, OpsMobil was indebted to BMO in the amount of $5,319,562. Third Eye purchased OpsMobil's debt owing to BMO for $3,800,000. In addition, Third Eye charged fees of $300,000. OpsMobil had to pay, among other things, its own legal fees, Third Eye's legal fees and those of BMO which totalled approximately $845,000. These expenses virtually exhausted the $7,000,000 term facility at the time of closing, and only left approximately $42,000 to prepare the aircraft fleet for the 2016 season. This amount was woefully inadequate, which would have been readily apparent to Third Eye at the time.

C. The collapse of OpsMobil under the Third Eye Credit Facilities

22. As a condition of the Third Eye credit facilities, OpsMobil was to negotiate and enter into a payment plan with the Canada Revenue Agency (the "CRA") for amounts owing at the time. OpsMobil reached an agreement with the CRA on a payment plan of $450,000 per month with a review after 3 months to determine if additional payments needed to be made. Third Eye accepted this plan. OpsMobil made the first two payments under the plan before missing the third payment, which was the point at which a review was to occur.

23. The missed payment came as a surprise to OpsMobil's management, as there should have been sufficient credit available under OpsMobil's revolving credit facility to pay CRA. However, Third Eye had restricted access to the revolving credit facility by applying blocks to portions of the accounts receivable which was used by Third eye to calculate OpsMobil's borrowing base. The decision to reduce OpsMobil's revolving line of credit was made unilaterally by Third Eye.

24. Following the missed payment to CRA, I worked closely with Third Eye to find a solution to the missed CRA payment. Third Eye was unwilling to remove the restrictions it had placed on the revolving line of credit. As a result of the missed payment to CRA, on March 7, 2016, CRA issued an enhanced garnishment and attached all of OpsMobil's revenue and accounts.

25. Throughout early 2016, OpsMobil was continuously deprived of funds that were required for its day-to-day operations due to Third Eye's restrictions on OpsMobil's revolving line of credit and CRA's garnishment of OpsMobil's revenue and accounts. In April 2016, Third Eye finally agreed to provide a forbearance credit facility which allowed OpsMobil to continue its operations. I, along with Roch Dallaire, pledged additional collateral to Third Eye to obtain this forbearance.

26. At the time, OpsMobil had approximately 200 employees working throughout Western Canada on contracts with various oil and gas producers. Many of these contracts had been in place for up to ten years or more. The CRA garnishment along with the lack of working capital, eroded OpsMobil's reputation, which resulted in the loss of some contracts. Rather than work with OpsMobil, Third Eye responded by increasing interest rates on its credit facilities from approximately 14% to 25% and took steps to control all of the revenue and expenditures of the OpsMobil Group.

27. Third Eye extended the forbearance a number of times throughout 2016, which resulted in a significant accumulation of additional fees that were charged to OpsMobil. Third Eye also demanded and received warrants representing 30% of the shares of OpsMobil.

28. Following the expiry of the last forbearance period in early 2017, Third Eye opted to sweep $20,000 per day of revenue of the OpsMobil Group's bank accounts and applied the swept amounts to amounts owing to Third Eye. This practice continued until a credit facility was issued by Third Eye to Ranch (which is discussed in greater detail below) at which time Third Eye acknowledged that OpsMobil was no longer in default. Nonetheless, Third Eye continued to apply the augmented interest rates against the amounts owing to it by OpsMobil, as though OpsMobil was still in default.

29. Without any working capital, and without an ability to pay for the maintenance required to keep its aircraft in service, OpsMobil lost the majority of its historical, long term contracts during the first half of 2017. This represented a loss of about $25,000,000 in annual renewable contracts.

30. As a result of being deprived of the funds necessary to properly maintain its aircraft, OpsMobil's entire aircraft fleet is now unserviceable. Without the use of its own aircraft, OpsMobil had to enter into expensive third party leases for other aircraft while at the same time, paying high interest rates on its credit facilities with Third Eye. This effectively doubled OpsMobil's costs for operating its aircraft, which is clearly unsustainable.

31. The primary focus of OpsMobil since the acquisition by Ranch of the PNG Assets (defined below), has been to service the PNG Assets. Efforts have been made to sell the remaining aviation business as well as OpsMobil's Estevan oilfield branch, which was a profitable division of Ops Services.

32. OpsMobil has arranged for a buyer of its aviation business; however, the pending sale of the aviation business unit has been blocked by Third Eye. A copy of the purchase and sale agreement for the aviation business is attached hererto as **Exhibit "B"**.

33. Further, the salé of Estevan oilfield branch collapsed when OpsMobil failed to pay its employees in June of this year.

34. OpsMobil has been functioning without an established operating revolving line of credit since early February of 2016, making it impossible to manage its working capital needs.

D. Ranch's Gas Wells and Facilities

35. In early 2017, Ops Services was providing asset management solutions for the operation of several producing fields. At that time, I became aware of an opportunity to purchase a large package of wells and facilities in north-eastern British Columbia that had been acquired by Predator from Penn West Petroleum Limited (**"Penn West"**), consisting of the following:

(a) 1600 wells, excluding those that have already been abandoned, in the Wildboy and Fort St John Districts of British Columbia (collectively, the **"Wells"**), of which

  (i) 374 wells in Wildboy were being operated by Predator (with 150 of those wells being producing wells);

  (ii) 30 additional wells in Wildboy in respect of which a working interest, which varies from well to well, is held by other companies;

  (iii) 554 wells in Fort St. John which were operated by Predator, of which 197 were producing;

  (iv) 1,094 wells in Fort St. John in respect of which a working interest was held by various parties, and for which there were 26 different operators; and

  (v) 90% of the Wells were gas wells and 10% were oil wells; and

(b) 58 operated facility and stations at various locations and one gas processing plant located at d-75-A/094-P-10 in Helmet, British Columbia (the **"Facilities"**),

(collectively, the **"PNG Assets"**). The production from the Wells was about 5,000 boe/d as of June 23, 2018.

36. Ops Group executed a letter of intent with Predator to purchase the PNG Assets on March 31, 2017 (the **"LOI"**). The scheduled closing date was April 28, 2017.

37. I caused Ranch to be incorporated for the purposes of carrying out the acquisition of the PNG Assets. Ranch and Predator entered into an asset purchase and sale agreement dated as of May 8, 2017 (the **"PSA"**) pursuant to which Predator agreed to sell the PNG Assets to Ranch on the terms set out therein. Attached hereto as **Exhibit "C"** is a true copy of the PSA excluding the Schedules listing the PNG Assets.

38. The acquisition was intended to significantly increase the cash flow and asset value of the Applicants, and was projected to have a materially positive impact on the combined financial statements of Ops Mobil Group and Ranch.

39. In order to enhance cash flow for the OpsMobil Group, Ranch entered into a long term contract with Ops Services, pursuant to which Ops Services agreed to operate the PNG Assets and provide other oil and gas production services to Ranch. This service contract stabilized declining revenue being experienced by OpsMobil Group because it had insufficient working capital with which to carry out necessary capital expenditures to maintain and service its aircraft. As noted above, those aircraft that had not been serviced with the required maintenance were not permitted to operate. As a result, OpsMobil Group was forced to lease aircraft from third parties in order to maintain its business while at the same time it was paying debt service costs to Third Eye on grounded aircraft.

40. Third Eye financed the acquisition by Ranch of the PNG Assets. Third Eye conducted a thorough due diligence of the PNG Assets and on May 9, 2017, Mark Horrox (**"Horrox"**), the principal of Third Eye, presented Ranch with a term sheet under which Third Eye would advance to Ranch a $26,000,000 reserve based credit facility to finance the purchase price of the PNG Assets and the working capital requirements for a capital expenditure program in respect thereof. The term sheet provided for a $1,000,000 fee payable to Third Eye on closing. Attached hereto as **Exhibit "D"** is a true copy of the term sheet provided by Third Eye on May 9, 2017.

41. On May 12, 2017, Horrox advised Ranch that Third Eye had recalculated the operating costs of the Wells and Facilities and had concluded that the financing described in paragraph 21 could not be supported by the PNG Assets. Ranch and OpsMobil assisted Third Eye to complete further due diligence on the PNG Assets and on June 30, 2017, Third Eye presented Ranch with term sheet providing Ranch with a $10,000,000 reserve-based credit facility. Notwithstanding that the original amount of the facility was reduced by two thirds, the closing fee payable to Third Eye remained at $1,000,000, representing a significantly higher cost of capital being provided. The term sheet provided that the borrowing base was subject to determination in the sole discretion of Third Eye, but Third Eye did not advise Ranch as to the amount of the borrowing base.

42. Ranch's acquisition of the PNG Assets was scheduled to close the week of May 12, 2017, and at such time, the remaining deposit of $200,000 became due to Predator. OpsMobil issued a check to Predator for the remaining deposit in order to avoid defaulting on such condition under the PSA.

43. Upon discovering that OpsMobil had paid the remaining deposit to Predator, Third Eye demanded that OpsMobil replace the $200,000 that were paid to Predator since Third Eye did not grant OpsMobil permission to make the payment. On May 18th I caused the funds that were paid to Predator for the remaining amount due on the deposit to be replaced. The replacement funds obtained from a shareholder loan to Ranch. Consequently I disagree with Horrox's assertion in his affidavit that Third Eye funded 100% of the Ranch acquisition. Attached hereto as **Exhibit "E"** is a true copy of an email correspondence between me and Arif Bhalwani ("**Bhalwani**"), Managing Director of Third Eye in respect Third Eye's objection to OpsMobil having paid the remaining deposit to Predator.

44. On July 10, 2017 (the "**Closing**"), Ranch completed the acquisition of the PNG Assets from Predator (the "**Predator Acquisition**") but Third Eye only advanced $8,500,000 of its financing. Half of Third Eye's $1,000,000 fee was payable on Closing and the remaining $500,000 was payable by the end of 2017. Ranch was left with $100,000 in working capital, which was not sufficient to fund the capital projects required in respect of the operation of the PNG Assets.

45. At the time, the permits (the "**Permits**") issued by the British Columbia Oil and Gas Commission (the "**OGC**") for each of the PNG Assets could not be transferred on Closing because Ranch was not yet qualified to hold the Permits under the regulations of the OGC. Therefore, pursuant to a trust agreement dated June 16, 2017, (the "**Trust Agreement**") between Predator, Ranch and OpsMobil Group, Predator agreed to hold the Permits in trust for Ranch. Attached hereto as **Exhibit "F"** is a true copy of the Trust Agreement. Weekly operations meetings are held between Predator, Ranch and Ops Services to provide Predator with operational oversight over the PNG Assets until such time as the Permits are transferred to Ranch.

46. According to a report issued by the OGC on July 2, 2017, the liability management ratio ("**LMR**") of Predator on Closing exceeded 1.02 after taking into account a security deposit of a $15,000,000 posted by Predator with the OGC at the time Predator acquired the PNG Assets from

Penn West. The security deposit is intended to fund to cost of abandonment, remediation and reclamation costs for the PNG Assets should Predator not be able to meet its abandonment obligations.

47. Of note, the OGC initially requested that a security deposit of nearly $40,000,000 be posted in order to approve the transfer of the PNG Assets from Penn West to Predator, notwithstanding the fact that both Predator and Penn West's LMRs exceeded 1.0 at the time.

48. However, during the summer of 2017, the transmission systems of both Enbridge Inc. and TransCanada Corporation underwent significant maintenance outages, which reduced the production and revenues from the PNG Assets. This in turn resulted in a reduction in Predator's LMR to 0.96 as of July 2, 2018 taking into account the $15,000,000 security deposit.

49. Under the British Columbia LMR program, the OGC will not approve an application to transfer Permits unless the post-transfer LMR of the transferor and transferee each exceeds 1.0. Because the LMR of Predator had declined to 0.96, I concluded that Ranch could only acquire the Permits if Ranch and Predator were amalgamated.

50. I attempted to obtain the consent of Third Eye to agree to the purchase of Predator with the intent to subsequently amalgamate Ranch and Predator. Third Eye refused to consent to the amalgamation. Horrox informed me that the reason Third Eye was withholding its consent to the purchase of Predator was to apply pressure on a major shareholder of Predator – who was a key person at Tidewater Midstream & Infrastructure Ltd. (**"Tidewater"**) - to purchase the Wildboy Plant for an amount sufficient to pay the amount owing to Third Eye.

51. Due to Third Eye's refusal to purchase the shares of Predator, on June 15, 2018, I caused 2118469 Alberta Ltd. (**"211 Alberta"**), a company of which I own all of the shares, acquired all of the shares in the capital of Predator for a purchase price of $7,000,000, which is secured by a security interest in all of 211 Alberta's present and after-acquired property. Attached hereto as **Exhibit "G"** is a true copy of the share purchase agreement between 211 Alberta and Predator's prior shareholders.

E. Energy Sector Downturn and its Impacts on Ranch's Business

52. Ranch was severely impacted by the decrease in oil and natural gas commodity prices. Natural gas prices have decreased by approximately 60% from the time that the Predator Acquisition took place. The severe drop in natural gas prices reduced Ranch's cash flows and impacted Rench's reserve estimates. Natural gas prices have stabilized since and even slightly strengthened since May 2018.

53. In mid-September Ranch engaged Alvarez and Marsal Canada Security ULC ("**A&M**") to find refinancing for the indebtedness owed by Ranch to Third Eye and provide the necessary working capital for Ranch's capital projects planned for 2018 and 2019. A&M began the refinancing process in early November based on an October natural gas price forecast of $2.35/mcf.

54. By the beginning of October, 2017, Ranch was required to post a letter of credit in the approximate of $450,000 as security for gas transportation services. Ranch's marketing firm, Middleton Energy Management Ltd. ("**Middleton**"), offered to provide a loan of $500,000 to post the letter of credit at 5% interest. However, Third Eye refused to permit Middleton to provide the loan, and instead provided the cash for the letter of credit itself, but at an interest rate at 12%. Now that the Ranch is in default of its credit facility with Third Eye, it is paying interest at the rate of 22% per annum. Attached hereto as **Exhibit "H"** is a true copy of Middleton's loan offer.

55. From late 2017 to early 2018, Third Eye advanced additional capital, only as required. Third Eye also demanded and received warrants representing 40% of the shares of Ranch.

56. On September 13, 2017, Ranch engaged Jedex Equipment Ltd. ("**Jedex**") to provide a formal appraisal of the Wildboy gas plant. Jedex determined the fair market value of the equipment at the Wildboy gas plant as at October 16, 217 to be $36,931,260 and the value of the plant in place, as a working processing facility with capacity for future or redirected volumes, to be $115,780,260. Third Eye refused to recognize the Wildboy gas plant to be an asset that contributes to Ranch's borrowing base, but instead referred to it as "boot collateral". Attached hereto as **Confidential Exhibit "I"** is a copy of the appraisal prepared by Jedex.

57. Since acquiring the PNG Assets, Ops Services, has reduced operating costs by almost 20%. In order to increase the profitability of the Wildboy gas plant, it is necessary to increase the volume of gas being processed which results in a reduction of unit operating costs, as most of the costs of the plant are fixed costs. There is an opportunity to expand the amount of gas being processed by connecting the Wildboy gas plant to the Horn River gas basis by means of a 32 kilometer, 12 inch diameter pipeline for which approval is pending. Ranch has a commitment to build the pipeline in a joint venture with Sureus Pipeline Company, which is based in Fort St. John. If the Wildboy plant is connected to the Horn River basin, the plant's use would increase from 18% of capacity to at least 50% of its capacity, and I estimate that it would generate a net revenue of approximately $86,000 per day at a gas price of $2.00/mcf. Currently, the Wildboy gas plant generates net revenue of about $3,600 per day.

58. In early-February, 2018, A&M presented Ranch with a $100,000,000 term sheet from a large American based private equity firm called Energy Capital Partners (**"ECP"**). This proposed facility provided enough capital pay off the debt owing to Third Eye and fund the required acquisitions necessary to secure additional gas volumes and capital projects, including the pipeline to the Horne River basin, to the Wildboy gas plant. However, due to the continuing decline in gas prices, ECP withdrew its initial term sheet. On March 23, 2018, ECP provided a revised term sheet for $50,000,000 but also required Ranch to find an additional $50,000,000 in order to refinance Third Eye or, in the alternative, Third Eye would have to remain in position. Third Eye refused to agree to this financing. Attached hereto as **Exhibits "J" and "K"** are true copies of the term sheets provided by ECP on February 5, 2018 and March 23, 2018, respectively.

59. On April 6, 2018 Ranch and Tidewater executed a letter of intent (the **"Tidewater LOI"**) for the purchase of the Wildboy sales pipeline. The purchase of the pipeline would have reduced the operating costs of Wildboy gas plant by $0.22/mcf, and in turn, increased the base value of the reserves by $8,000,000.00 The effective date was January 1, 2018 with an expected closing of May 31, 2018. The Tidewater LOI was to become binding upon Ranch's payment of transportation fee arears owing to Tidewater. Third Eye refused to support Ranch in making the arears payment. As a result, the deal for the Wildboy sales pipeline disintegrated. Tidewater has since initiated a law suit to collect all transportation fees owing to date. Attached hereto as **Exhibit "L"** is a true copy of the Tidewater LOI.

60. Given that the potential financing with ECP had been delayed, and it was unclear if any refinancing would take place, OpsMobil's management sought other forms of financing to provide sufficient operating capital. In March, 2018, a local equipment lender, Bullmoose Capital Ltd., ("**Bullmoose**") presented Ranch with a term sheet for a $3,000,000 credit facility, which could be increased up to $5,000,000, based on a sale-leaseback of select compressors at the Wildboy gas plant. The values that Bullmoose provided for the compressors approximated the appraisal values determined by Jedex, thus supporting the appraisal by Jedex. This credit facility would have allowed Ranch to fund payments to vendors associated with the winter CAPEX program and provide working capital through the summer months in a lower gas price environment. Third Eye refused to permit Ranch to obtain financing from Bullmoose, or to provide a similar credit facility, notwithstanding the fact that Third Eye would not include the compressors in their borrowing base. Attached hereto as **Exhibit "M"** is a true copy of the Bullmoose term sheet.

61. Through April and May, 2018, Ranch experienced a growing cash shortfall; however, Third Eye rejected every proposed solution, including assets sales, as well as the Bullmoose and other credit facilities. Third Eye also advised that it would not fund any operating expenses ("**OPEX**"). Third Eye's representatives repeatedly told Ranch to "live within its means", and appeared to ignore the underlying factors that were contributing to Ranch's economic hardship. During this time, Third Eye had complete control over Ranch's access to funds. Ranch was required to submit daily approvals to spend or use cash, and beginning in June of 2018 began blocking Ranch's accounts, further impeding its ability to access working capital.

62. Ranch has presented CAPEX funding requests, that are both accretive to Third Eye's collateral base and offer improved cash flow. For example, Ranch made a request for CAPEX to reactivate suspended wells and to acquire the Tommy Lakes oil and gas field owned by Enerplus Corporation ("**Enerplus**"). Third Eye has refused to support such requests for funding.

63. On May 3, 2018, Bhalwani and Horrox both attended our offices. Representatives from A&M were at that meeting during which we discussed the ECP financing, working capital needs of Ranch, acquisitions and the opportunity to purchase the shares of Predator. I was left with the impression that, although Third Eye was hopeful that it would be repaid by a refinancing by ECP,

it continued to be supportive of moving forward with other acquisitions for Ranch which would increase cash flow and asset value.

64. The week following this meeting with Third Eye, we had a conference call with ECP. I was told that ECP wanted Third Eye to remain a lender, but to subordinate to new financing provided by ECP. The financing to be provided by ECP would acquire more oil and gas fields, construct the pipeline to the Horn River basis, and, thereby, significantly increase revenue which would be used to repay the debt owed to Third Eye. I advised Horrox of ECP's plan and he advised that Third Eye was not interested. Through the latter part of May, 2018, Ranch continued working closely with Third Eye to evaluate transactions that would improve the collateral base of Third Eye and offer solutions for debt repayment or increased working capital.

65. On May 30, 2018, I had a conference call with Tidewater and Third Eye to discuss a path forward in which Tidewater would become partial or full owner of the of the Wildboy gas plant. In that call, Reed McDonnell (**"McDonnell"**), the Vice-President of Tidewater, advised that Tidewater would be interested in purchasing a 20% interest in the Wildboy gas plant for a purchase price of $5,000,000 in a combination of cash and in-kind consideration. He advised that the plant could be worth as much as $100,000,000 if the plant was connected to the Horn River basin and if LNG approvals were issued for various operators. McDonnell further validated the potential value of the Wildboy gas plant determined by Jedex. The value of the plant by itself was sufficient to repay all of the Ranch's indebtedness. Following the call with McDonnell, Horrox instructed me to obtain a LOI with Tidewater for the purchase of a 20% interest in the plant. On June 5, 2018, Tidewater issued an LOI to Ranch in respect of the Wildboy gas plant.

F. Notice and forbearance

66. On June 5, 2018, without any warning, Third Eye issued section 244 notices to all of the Applicants under the *Bankruptcy and Insolvency Act*. This came as a surprise to me because in my last telephone call with Horrox the previous Friday, he said that Third Eye was willing to move forward with the purchase of Predator's shares (at this time I had not yet caused 211 Alberta to acquire all of Predator's shares). Following receipt of the section 244 notices, I along with Ranch's CFO Matt Braaten, had a telephone call with Horrox. During that call, Horrox said that Third Eye planned to take over the businesses of the Applicants and replace me as CEO. Horrox said that I

could either fight or work with them, but it would be better for me if I worked with them because I should be concerned about my personal assets. I responded that my first priority was to perform my fiduciary duty to all effected stakeholders and I would need to understand Third Eye's plan in order to decide what my position would be. I asked for details on Third Eye's plan to permit me to assess its feasibility and whether it would create sufficient value to repay Third Eye's loans. Horrox did not provide any details of Third Eye's plan. In this call, I informed him that I was concerned that Third Eye's conduct could trigger enforcement actions by the BCOGC which would either destroy the remaining value of the PNG Assets or trigger an obligation to provide substantial security deposits. Horrox was completely dismissive of this risk.

67. On the evening of June 6, 2018, Third Eye served two statements of claim against me on my personal guarantees associated with the Ranch and OpsMobil credit facilities.

68. During the week of June 5, 2018, I had a number of telephone conversations with Horrox to obtain and understanding Third Eye's plans. He indicated, in short, that a receiver of Ranch would disclaim the non-producing wells and put them in the orphan well fund, and roll the good wells into a new company led by a new team. Horrox advised me that through this process, Third Eye would rid Ranch of about $80 million in liabilities. He told me that the focus of the new company would be Wildboy field, including the Wildboy gas plant, and that he hoped, by having the receiver disclaim the wells which were liabilities, to achieve an LMR of approximately 1.7. With an LMR at this level, he expected that there would be no need for a security bond. In response I explained to him that, as a director of Ranch, I could not support that plan without first exhausting other realistic options, and I expressed the view that this had not been done that, and, moreover, Ranch had not been provided with an opportunity to explore other options. I also noted that the BCOGC would require a substantial security deposit on any license transfer.

69. It was very clear to me from my conversations with Horrox, that Third Eye did not understand the scale or complexities of Ranch's operations or the regulatory regime. At that point, I suggested to Horrox, that Ranch and Third Eye, should focus on the negotiation of a forbearance agreement which would provide Ranch with a reasonable period time to sell the Wildboy gas plant in order to pay Third Eye out. Third Eye indicated that it were not interested negotiating a forbearance as it had already given us enough time.

70. In order to meet certain payroll requirements for the June 8, 2018 payday I asked Middleton, one of our natural gas buyers, to advance payment early. Middleton advanced $200,000. When the funds arrived in Ranch's account, Third Eye swept the funds to its accounts and then refused to release the funds unless a forbearance agreement was concluded. This left the OpsMobil Group without the funds to pay its employees. For this period all employees remained unpaid including those operating the oil and gas assets owned by Ranch. This event triggered complaints to the B.C. Employment Standards Branch, from which OpsMobil later received a notice dated June 21, 2018. Although Horrox in his affidavit blames OpsMobil for failing to make payroll, it was caused by Third Eye taking and withholding funds that had been advanced by Middleton. Third Eye also prevented OpsMobil from making its payroll due on June 22, 2018 on time by abandoning the forbearance budget discussions, as detailed below.

71. During the negotiation of the forbearance terms and conditions which, it became immediately clear that Third Eye was attempting to present terms that were neither achievable nor realistic. When Horrox initially called me to discuss the terms of the forbearance Third Eye was about to propose he said Third Eye was not going to request Ranch to file a notice of intention to file a proposal under the *Bankruptcy and Insolvency Act*, but he said that he expected that, notwithstanding a forbearance agreement, he expected Ranch to end up in bankruptcy. This comment, along with similar comments made by Horrox, led me to believe that Third Eye had no intention of working with the Applicants to find a reasonable means by which they could pay the debt owed to Third Eye.

72. On June 18, 2018, the Applicants executed a term sheet for proposed a forbearance agreement however, the terms and conditions of a formal forbearance agreement were never agreed to by the parties. On June 20, 2018 Third Eye presented the Applicants with a draft forbearance the terms of which were materially different from those in the term sheet.

73. One of the terms of the proposed forbearance agreement required the Applicants to submit a budget for the three week forbearance period approved by Third Eye. On June 22, 2018, I attempted to finalize the budget with Horrox in order to get access to the proposed forbearance funding. This proved to be impossible as Horrox was not prepared to approve a budget which provided sufficient funds to pay the OpsMobil employees. In a telephone conversation of June 22,

Horrox concluded our discussion about the budget with the words "you're done", and hung up the telephone. I understood Horrox's comment to mean that he was going to apply to have a receiver appointed the assets of OpsMobil and Ranch.

74. On June 26, 2018, I telephoned Horrox. He told me that he did not think that the parties would get anywhere with the forbearance agreement. I told him that I was working to get Third Eye paid out. He told me that I had better do it quickly because Third Eye intended to liquidate the Applicants.

75. On the evening of June 27, 2018, the Applicants were served with the Receivership Application.

76. On June 28, 2018 I received a voicemail from Horrox reminding me of my fiduciary duty to Third Eye. That afternoon I attended a meeting with the OGC. The OGC had requested that I attend in order to discuss issues concerning the maintenance of all of the fields under the Predator licences. Third Eye had put the Predator licences in jeopardy by not permitting Ranch to have enough funding to deal with all of the maintenance requirements.

IV. ASSETS AND LIABILITIES

A. Financial Statements

77. Sproule Niven Fischer Limited (**"Niven Fischer"**), an independent third party, has evaluated Ranch's reserves. Attached as exhibit is the agreement. Attached hereto as **Exhibit "N"** is a true copy of the reserve report prepared by Niven Fischer in respect of the PNG Assets.

B. Ranch's Assets and Liabilities

78. Ranch's current assets have an estimated total book value of $87,327,492.00 as of December 31, 2017. A more detailed description of Ranch's assets are set out in the table below.

Asset	Value
Cash and cash equivalents	$561,625
Restricted cash	$2,633,979
Accounts receivable	$2,933,410
Prepaid expenses & deposits	$369,935
Property, Plant & Equipment	$80,798,543
Total	**$87,327,492**

79. Ranch's current liabilities amount to $92,769,878. A more detailed description of Ranch's assets are set out in the table below.

Liability	Value
Accounts payable and accrued liabilities	$12,232,945
Note payable (Third Eye)	$13,000,000
Shareholder loan	$250,000
Decommissioning Liabilities	$67,286,933
TOTAL	**$92,769,878**

C. OpsMobil's Assets and Liabilities

80. OpsMobil's current assets have an estimated total book value of $24,643,991 as of May 31, 2018. A more detailed description of OpsMobil's assets are set out in the table below.

Asset	Value
Cash in bank	$438,554
Receivables	$7,140,960
Prepaids	$909,340
Inventory	$2,645,405
Capital Assets	$12,057,029
Investment in KL Capital	$1,493,703
Total	**$24,693,991**

81. OpsMobil's current liabilities amount to $57,156,669 as of May 31, 2018. A more detailed description of OpsMobil's assets are set out in the table below.

Liability	Value
Operating Line (Third Eye)	$11,722,716
Accounts Payable	$24,667,645
Corporate income taxes	$(130,941)
Payroll accrual	$270,321
Loans (Third Eye & Others)	$17,688,808
Shareholder / Related Party	$2,938,120
TOTAL	**$57,156,669**

D. Primary Secured Indebtedness

82. As is set out in the tables at paragraphs 79 and 81 above, the primary secured indebtedness of both Ranch and OpsMobil is held by Third Eye.

E. Cashflow

83. Ranch has prepared a weekly cash flow forecast (the "**Ranch Cash Flow Forecast**") for the 13-week period from July 2, 2018 to September 29, 2018 (the "**Cash Flow Period**"). A copy of the Ranch Cash Flow Forecast, together with a summary of assumptions (the "**Ranch Cash Flow Forecast Assumptions**") and Management's report on the cash-flow statement (the "**Ranch Cash Flow Statement**") required by section 10(2)(b) of the CCAA are attached hereto as Exhibit "O".

84. The Ranch Cash Flow Forecast shows positive available cash flow for its operations of approximately $72,000 by the end of July 14, 2018, which requires the use of $400,000 in Interim financing. Ranch will require additional Interim Financing of approximately $3.5 million over the Cash Flow Period to allow Ranch to fund operations and restructure its affairs.

85. OpsMobil has prepared a weekly cash flow forecast (the "**OpsMobil Cash Flow Forecast**") over the Cash Flow Period. A copy of the OpsMobil Cash Flow Forecast, together with a summary of assumptions (the "**OpsMobil Cash Flow Forecast Assumptions**") and Management's report on the cash-flow statement (the "**OpsMobil Cash Flow Statement**") required by section 10(2)(b) of the CCAA are attached hereto as Exhibit "P".

86. The OpsMobil Cash Flow Forecast shows positive cash flow from operations during the Cash Flow Period of approximately $78,000. The funding of OpsMobil operations is largely obtained by advances from Ranch as OpsMobile, for the most part, provides management services to Ranch.

I. CURRENT APPLICATIONS

A. Prejudicial Effect of a Receivership

87. A Receiver has no practical ability to market and sell the Wells and Facilities and in fact would exasperate the current risk to the Permits and the value of the Wells and Facilities. In my

experience, any rational purchaser of the Wells and Facilities would require the Permits relating to either be transferred to it or be held by a financially viable permit holder. In this case, there are significant hurdles to a Receiver securing those Permits without the cooperation of Predator.

88. As discussed earlier, Predator holds the Permits to the Wells and Facilities issued by the OGC in trust pending Ranch and Predator having an LMR that would permit the transfer by Predator of the Permits to Ranch. Under section 3.1(c) of the Trust Agreement, Ranch is required on a best efforts basis and at its cost to do such acts and execute and deliver such further assurances to give effect to the transfer of the Permits, including making deposits.

89. While Ranch can require the conveyance of a portion of the Permits, Predator is permitted in its sole discretion, acting in a commercially reasonable manner, to refuse to transfer a portion of the Permits. As related in a letter from counsel to Predator dated June 28, 2018, as of May 31, 2018, Ranch owes to Predator:

(a) $960,654.44 on account of fees and costs payable under Article 4 of the Trust Agreement;

(b) $3,330,020.25 on account of amounts still owing under the PSA;

(c) $73,500 on account of amounts payable under a transition services agreement dated July 7, 2018.

90. As a result of these arrears, neither Ranch nor a receiver would be able to compel Predator to transfer the Permits to Ranch. These arrears would have to be paid by a Receiver in order to be able to compel Predator to transfer the Permits to Ranch.

91. In addition, Predator has paid a security deposit to the OGC in the amount of $15,000,000. If a Receiver attempted to renounce the working interest of Ranch in the non-producing Wells under section 14.06(4) of the *Bankruptcy and Insolvency Act*, it is likely that that security deposit would be lost. That would also prejudice the former shareholders of Predator, who are still owed $7,000,000 on account of the purchase price for the shares and have security over the assets of 211 Alberta, including those shares.

92. The liability management rating ("LMR") of the PNG Assets is 0.96. The OGC does not stipulate that a transferee and transferor of permits must have a post-transfer LMR of at least 1.0.

The OGC exercises its discretion on whether to approve a transfer application based on whether the transferee will have the means to carry out its abandonment and reclamation obligations. The deemed liabilities for the PNG Assets as of June 2018 was $104,749,480, and their deemed assets were $102,610,129. The latter includes a $15,000,000 security deposit filed by Predator.

93. However, the OGC determines whether it will require a security deposit as a condition to approving transfers of permits by projecting the deemed asset value 24 months in the future, incorporating calculated production declines and estimated price forecasts. If there is a deficiency, a transferee must commit to carrying out abandonment and reclamation work to reduce deemed liabilities, drilling to increase deemed asset values, or post security.

94. Given that Ranch did not carry out capital expenditures in respect of the PNG Assets, the projected deemed liabilities over 24 months have declined. I would estimate that the deficiency is now $25,000,000.00, and that the OGC would likely require that as a security deposit.

95. Nowhere in its materials in support of the Receivership Application has Third Eye indicated that it is aware of these issues or is prepared to advance to the Receiver any amounts required on account of a security deposit.

B. Intended Course of *CCAA* Proceedings

96. The key to unlocking the value of the Wells and Facilities is securing the Permits and ensuring there is sufficient flow of gas into the Facilities to make them profitable.

97. In order to protect maximize the value of the PNG Assets for all of the stakeholders of Ranch, and ensure that the Permits were protected, I caused 211 Alberta to acquire all of the shares in Predator. Provided that the economic interests of Predator's stakeholders are protected, including those of the former shareholders, I intend to cause Predator to assist the Applicants in securing the Permits for the benefit of all of the stakeholders of Ranch, including Third Eye.

98. With the assistance of Predator, the Applicants intend to develop a Plan with the following features:

(a) Predator would continue under the *ABCA* and amalgamate with Ranch pursuant to a Plan that is a plan of compromise and arrangement under the *CCAA* and a plan of arrangement under the *ABCA*, to form an amalgamated corporation ("**Amalco**" and the amalgamation being the "**Amalgamation**");

(b) 211 Alberta would be issued a convertible secured debenture for the amount of its economic interest being contributed, which would rank equally with the security in favour of Third Eye, and would be convertible into common shares of Amalco;

(c) Under the Plan, the unsecured creditors of the Applicants would also be issued secured convertible debentures for a portion of what is owed to them by the Applicants (with the remaining amount being released), convertible into common shares of Amalco;

(d) As a result of the Amalgamation, all of the Permits by operation of law would be held by Amalco;

(e) The Monitor would carry out a sale and investment solicitation process with respect to the PNG Assets in order to recapitalize Amalco and/or repay Third Eye.

C. Critical Suppliers

99. Niven Fisher has been providing critical administration and management services to Ranch since July 10, 2017. The services provided by Niven Fischer include, among other things, key responsibilities for the land and accounting functions of Ranch, pay all taxes and fees and other expenses relating to Ranch's business (to the extent funds are available to do so) and providing geological, engineering, administrative, corporate and advisory services as requested by Ranch. Niven Fischer has provided these and other key services to maintain the Assets of Ranch including ensuring payment of surface and mineral leases and other critical amounts necessary for Ranch to continue its operations during this period. Niven Fischer is owed approximately $900,000 by Ranch for these services. Niven Fischer has requested payment of $150,000 as a critical supplier of services to Ranch in the event that Ranch obtains creditor protection.

II. APPLICANTS MEET THE *CCAA* STATUTORY REQUIREMENTS

A. Each Applicant is a "Company" under the *CCAA*

100. As discussed above, each of the Applicants is a corporation incorporated pursuant to the laws of the Province of Alberta.

B. Each Applicant has Claims against it in Excess of $5,000,000.00

101. As discussed above, the Applicants have claims against it in excess of $5 million.

C. Applicants are Insolvent

102. The liabilities of Ranch and OpsMobil exceed their respective assets. Further, Third Eye has alleged in their Affidavit that the Applicants are insolvent.

III. RELIEF SOUGHT

103. This Affidavit is made in support of an Application by the Applicants for an Initial Order under the *CCAA*, among other things:

(a) adjourning the Receivership Application *sine die*;

(b) declaring that the Applicants are companies to which the *CCAA* applies;

(c) staying all proceedings and remedies taken or that might be taken in respect of the Applicants, except as otherwise set forth in the Initial Order or otherwise permitted by law;

(d) authorizing the Applicants to carry on business in a manner consistent with the preservation of its property and business;

(e) appointing Alvarez & Marsal Canada Inc. LIT ("**Alvarez**" or in such capacity, the "**Monitor**") as the proposed Monitor of the Applicants in these proceedings;

(f) approving the Predator Commitment and the interim financing facility (the "**Interim Facility**") created thereunder, authorizing the Applicants to borrow up to $400,000.00 from Predator, and granting to Predator a charge securing the principal amounts advanced under the Interim Facility together with interests and costs thereon;

(g) requesting the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, or in the United States, or in any other sovereign jurisdiction to give effect to the Initial Order and other orders in these proceedings; and

(h) deeming service of the Application for the Initial Order to be good and sufficient.

104. The directors of the Applicants have approved, or have resolved to grant authority to management to approve, the commencement of proceedings under the *CCAA*.

B. Stay of Proceedings

105. The Applicants require a stay of proceedings to (i) maintain the *status quo* in order to preserve the value of the Applicants, their undertakings and assets, and to ensure that none of the creditors of the Applicants obtain preferred treatment relative to other creditors, and (ii) provide the Applicants with the opportunity to finalize the arrangements and agreements necessary to be able to formally present a *CCAA* Plan for approval by their creditors and this Honourable Court.

C. Appointment of Proposed Monitor

106. Alvarez has been involved in the refinancing process of Ranch and OpsMobil, and is familiar with the business and operations thereof.

107. I believe that Alvarez is qualified and competent to act as Monitor under the CCAA proceedings of the Applicants. Attached hereto as **Exhibit "Q"** is a copy of a Consent to Act as Monitor, executed by Alvarez.

IV. CASH FLOW PROJECTIONS

108. The Applicants' cash flow forecasts project that, subject to obtaining the relief outlined herein, it will have sufficient cash to fund their projected operating costs until the end of the stay period.

V. CONCLUSION

109. 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 concurrently herewith, and for no other or improper purpose.

SWORN BEFORE ME at Calgary, Alberta, this 3rd day of July, 2018	)	
A Commissioner for Oaths in and for the Province of Alberta	)	RYAN TOBBER

Anthony Mersich
Barrister and Solicitor

Exhibit "B"

Court File Number	1801-09188
Court	COURT OF QUEEN'S BENCH OF ALBERTA
Judicial Centre	CALGARY
	IN THE MATTER OF THE RECEIVERSHIP OF OPSMOBIL INC., RANCH ENERGY CORPORATION, 1734163 ALBERTA INC., 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.
	IN THE MATTER OF SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c B-3, as amended
	and IN THE MATTER OF SECTION 13(2) OF THE *JUDICATURE ACT*, RSA 2000, C J-2, as amended
Applicant	THIRD EYE CAPITAL CORPORATION
Respondents	OPSMOBIL INC., RANCH ENERGY CORPORATION, 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	**RECEIVERSHIP ORDER**
Address for Service and Contact Information of Party Filing this Document	STIKEMAN ELLIOTT LLP Barristers & Solicitors 4300 Bankers Hall West, 888-3rd Street S.W., Calgary, Canada T2P 5C5 **Attention: Guy P. Martel / David M. Price** gmartel@stikeman.com / dprice@stikeman.com Tel: (514) 397-3163 / (403) 266-9093 Fax: (514) 397-3493 Lawyers for the Applicant, Third Eye Capital Corporation File No.: 120536-1037

Clerk's stamp: JUDICIAL CENTRE OF CALGARY — FILED JUL 19 2018 — CLERK OF THE COURT

I hereby certify this to be a true copy of the original ORDER

Dated this 19 day of JULY 2018

for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: July 19, 2018

NAME OF JUDGE WHO MADE THIS ORDER: Justice B.E.C. Romaine

LOCATION OF HEARING: Calgary, Alberta

UPON the application of Third Eye Capital Corporation (**"TEC"**) to appoint a receiver and manager in respect of OpsMobil Inc., Ranch Energy Corporation, 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc., OpsMobil Construction Inc., OpsMobil Energy Services Inc. and K.L. Capital Corp. (collectively, the **"Debtors"**); **AND UPON** having read the Application, the Affidavit of Mark Horrox, sworn June 26, 2018, filed June 27, 2018, the Affidavit of Mark Horrox, sworn July 6, 2018, filed July 9, 2018, TEC's Brief of Law and Argument and TEC's Supplemental Brief of Law and Argument; **AND UPON** reading the consent of Ernst & Young Inc. (**"E&Y"**) to act as receiver and manager (the **"Receiver"**) of the Debtors; **AND UPON** hearing counsel for TEC, counsel for the Debtors, counsel for the proposed Receiver, and any other counsel or other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the application for this Order is hereby abridged and service thereof is deemed good and sufficient.

LIFTING OF STAY

2. The stay of proceedings in Court of Queen's Bench of Alberta action number 1801-09424 (the **"CCAA Proceedings"**) is hereby lifted so as to permit the Applicant to continue this Application against the Debtors.

APPOINTMENT

3. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (**"BIA"**), and section 13(2) of the *Judicature Act*, RSA 2000, c J-2, as amended, E&Y is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the **"Property"**).

RECEIVER'S POWERS

4. Subject to the Applicant providing the Receiver with an indemnity, on terms and conditions to be agreed, the Receiver is hereby empowered and authorized, but not

obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver's ability to abandon, dispose of or otherwise release any interest in any of the Debtors' real property, or any right in any immoveable, and any license or authorization issued by the British Columbia Oil and Gas Commission, Alberta Energy Regulator, or any other similar government authority, in respect of such interest in real property or immoveable, including pursuant to section 14.06(4) of the BIA, notwithstanding the provisions of the *Oil and Gas Activities Act*, SBC 2008, c 36, the *Oil and Gas Conservation Act*, RSA 2000, c O-6, the *Pipeline Act*, RSA 2000, or any other similar legislation in any other province or territory;

(b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to or by the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

(k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

    (i) without the approval of this Court in respect of any transaction not exceeding $100,000, provided that the aggregate consideration for all such transactions does not exceed $500,000; and

    (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause, and in each such case notice under subsection 59(10) of the *Personal Property Security Act*, RSBC 1996, c 359, subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7, or any other similar legislation in any other province or territory shall not be required;

(m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed the relevant Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as receiver of the Debtors and not in its personal capacity;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person, provided that notwithstanding the terms of this Order, until further order of this Court: (i) Airborne Energy Solutions Inc. ("**AES**") shall continue to be in possession of and to operate the aerial surveillance and scanning, chemical spraying and local charter business (the "**Aircraft Assets**") that are the object of the purchase and sale agreement dated December 14, 2017 between OpsMobil Inc. and AES; and (ii) the revenues from the Aircraft Assets, including those revenues subject to the terms of the Order of the Honourable Madam Justice Eidsvik in Court of Queen's Bench of Alberta Action No. 1801-08383 pronounced on June 14, 2018 (the "**Aircraft Revenues**"), shall be dealt with as contemplated by such Order.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. (i) The Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

6. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and

any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or Proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, including, without limitation, any rights or remedies or provision that purports to effect or cause a cessation of operatorship, in any agreement, construction, ownership and operating agreement, joint venture agreement or any such similar agreements to which the Debtors is a party as a result of the occurrence of any default or non-performance by or the insolvency of the Debtors, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Debtors be replaced as operator pursuant to any such agreements, without further order of this Court provided however that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the

Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the

date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

14. To the extent that E&Y, as monitor to the Debtors in the CCAA Proceedings, holds funds received by the Debtors in trust accounts (the "**CCAA Trust Funds**") pursuant to paragraph 24(k) of the Order of the Honourable Madam Justice Romaine in Court of Queen's Bench Alberta Action No. 1801-08424 granted July 10, 2018 (the "**Initial CCAA Order**"), E&Y is authorized to transfer the CCAA Trust Funds to the Post Receivership Accounts to be held by the Receiver and to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

15. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").

PERSONAL INFORMATION

16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of

such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

    (i) before the Receiver's appointment; or

    (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

    (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

    (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

    (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

A. complies with the order, or

B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

18. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

19. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of

the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

20. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

21. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, except as otherwise set out herein, and subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

22. The Receiver and its legal counsel shall pass their accounts from time to time.

23. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $6,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, except as otherwise set out herein, and subordinate in priority to the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

25. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

26. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Annex "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

27. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

28. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

29. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

CONTINUATION OF CHARGES AND PRIORITY OF CHARGES

30. Each of the Interim Lenders' Charge, the Administration Charge and the Directors' Charge (all as defined in the Initial CCAA Order) shall, except as otherwise set out herein, continue to constitute valid and enforceable priority charges on the Property on the same terms and conditions as set out in paragraphs 36-37 and 39 of the Initial CCAA Order.

31. The priority of the charges created in the CCAA Proceedings (and continued by this Order) in relation to the Receiver's Charge and the Receiver's Borrowing Charge as created hereunder, shall be as follows:

First – the Receivers' Borrowing Charge;

Second – the Interim Lender's Charge, as that term is defined in the Initial CCAA Order (to the maximum amount of $1,356,000);

Third – the Receiver's Charge;

Fourth – the Administration Charge, as that term is defined in the Initial CCAA Order (to the maximum amount of $200,000); and

Fifth – the Directors' Charge, as that term is defined in the Initial CCAA Order (to the maximum of amount of $100,000).

32. If it is determined by final decision of this Court that AES is entitled to the Aircraft Assets and the Aircraft Revenues, the Interim Lender's Charge, Administration Charge, Directors' Charge, Receiver's Charge and Receiver's Borrowing Charge will not attach to the Aircraft Assets and the Aircraft Revenues to the extent of that entitlement.

GENERAL

33. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

34. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

35. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

36. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

37. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

38. This Order is without prejudice to the right of ECN Aviation Inc. ("ECN") to apply to this Court for an Order declaring that (i) the assets of OpsMobil Group Inc. that were seized on May 11, 2018 on behalf of ECN are not subject to the provisions of this Order,

and (ii) ECN is entitled to take possession and dispose of the said assets in accordance with the *Personal Property Security Act*, RSA 2000, c P-7.

39. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

40. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

41. This Order is issued and shall be filed in Court of Queen's Bench Action No. 1801-09188, and, if determined to be necessary or advisable, in the Court of Queen's Bench in Bankruptcy, which actions are not consolidated. All further proceedings shall be taken in both actions unless otherwise ordered.

42. The Receiver shall establish and maintain a website in respect of these proceedings at www.documentcentre.eycan.com (the "Receiver's Website") and shall post there as soon as practicable:

    (a) all materials prescribed by statue or regulation to be made publically available; and

    (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

43. Service of this Order shall be deemed good and sufficient by:

    (a) serving the same on:

i. the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;

ii. any other person served with notice of the application for this Order;

iii. any other parties attending or represented at the application for this Order; and

(b) posting a copy of this Order on the Receiver's Website;

and service on any other person is hereby dispensed with.

44. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

"B.E.C. Romaine"

Justice of the Court of Queen's Bench of Alberta

ANNEX "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________________

AMOUNT $______________________

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of [DEBTORS' NAMES] appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the _____ day of ________________, _______ (the "Order") made in action numbers ____________, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $________, being part of the total principal sum of $____________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of _______ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ●.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _______ day of _______________, 2018.

[RECEIVER'S NAME], solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: ______________________________
Name:
Title:

I hereby certify this to be a true copy of the original Order
dated this 7 day of Aug 20 18
[signature]
for Clerk of the Court

Clerk's stamp
JUDICIAL CENTRE OF CALGARY
FILED
AUG 07 2018
CLERK OF THE COURT

Court File Number	1801-09188
Court	COURT OF QUEEN'S BENCH OF ALBERTA
Judicial Centre	CALGARY
	IN THE MATTER OF THE RECEIVERSHIP OF OPSMOBIL INC., RANCH ENERGY CORPORATION, 1734163 ALBERTA INC., 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.
	IN THE MATTER OF SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c B-3, as amended
	and IN THE MATTER OF SECTION 13(2) OF THE *JUDICATURE ACT*, RSA 2000, C J-2, as amended
Applicant	THIRD EYE CAPITAL CORPORATION
Respondents	OPSMOBIL INC., RANCH ENERGY CORPORATION, 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	**AMENDED RECEIVERSHIP ORDER**
Address for Service and Contact Information of Party Filing this Document	STIKEMAN ELLIOTT LLP Barristers & Solicitors 4300 Bankers Hall West, 888-3rd Street S.W., Calgary, Canada T2P 5C5 **Attention: Guy P. Martel / David M. Price** gmartel@stikeman.com / dprice@stikeman.com Tel: (514) 397-3163 / (403) 266-9093 Fax: (514) 397-3493 Lawyers for the Applicant, Third Eye Capital Corporation File No.: 120536-1037

DATE ON WHICH ORDER WAS PRONOUNCED: August 7, 2018

NAME OF JUDGE WHO MADE THIS ORDER: Justice B.E.C. Romaine

LOCATION OF HEARING: Calgary, Alberta

UPON the application of Third Eye Capital Corporation ("TEC") to appoint a receiver and manager in respect of OpsMobil Inc., Ranch Energy Corporation, 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc., OpsMobil Construction Inc., OpsMobil Energy Services Inc. and K.L. Capital Corp. (collectively, the "**Debtors**"); **AND UPON** having read the Application, the Affidavit of Mark Horrox, sworn June 26, 2018, filed June 27, 2018, the Affidavit of Mark Horrox, sworn July 6, 2018, filed July 9, 2018, TEC's Brief of Law and Argument and TEC's Supplemental Brief of Law and Argument; **AND UPON** reading the consent of Ernst & Young Inc. ("**E&Y**") to act as receiver and manager (the "**Receiver**") of the Debtors; **AND UPON** hearing counsel for TEC, counsel for the Debtors, counsel for the proposed Receiver, and any other counsel or other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the application for this Order is hereby abridged and service thereof is deemed good and sufficient.

LIFTING OF STAY

2. The stay of proceedings in Court of Queen's Bench of Alberta action number 1801-09424 (the "**CCAA Proceedings**") is hereby lifted so as to permit the Applicant to continue this Application against the Debtors.

APPOINTMENT

3. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended ("**BIA**"), and section 13(2) of the *Judicature Act*, RSA 2000, c J-2, as amended, E&Y is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

4. Subject to the Applicant providing the Receiver with an indemnity, on terms and conditions to be agreed, the Receiver is hereby empowered and authorized, but not

obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include, without limiting the foregoing, any right the Receiver may have, including pursuant to section 14.06(4) of the BIA, to abandon, dispose of or otherwise release any interest in any of the Debtors' real property, or any right in any immoveable, in compliance with applicable laws;

(b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to or by the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

(k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

    (i) without the approval of this Court in respect of any transaction not exceeding $100,000, provided that the aggregate consideration for all such transactions does not exceed $500,000; and

    (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 59(10) of the *Personal Property Security Act*, RSBC 1996, c 359, subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7, or any other similar legislation in any other province or territory shall not be required;

(m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed the relevant Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as receiver of the Debtors and not in its personal capacity;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person, provided that notwithstanding the terms of this Order, until further order of this Court: (i) Airborne Energy Solutions Inc. ("**AES**") shall continue to be in possession of and to operate the aerial surveillance and scanning, chemical spraying and local charter business (the "**Aircraft Assets**") that are the object of the purchase and sale agreement dated December 14, 2017 between OpsMobil Inc. and AES; and (ii) the revenues from the Aircraft Assets, including those revenues subject to the terms of the Order of the Honourable Madam Justice Eidsvik in Court of Queen's Bench of Alberta Action No. 1801-08383 pronounced on June 14, 2018 (the "**Aircraft Revenues**"), shall be dealt with as contemplated by such Order.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. (i) The Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

6. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access

to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or

the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or Proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. **"Regulatory Body"** means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, including, without limitation, any rights or remedies or provision that purports to effect or cause a cessation of operatorship, in any agreement, construction, ownership and operating agreement, joint venture agreement or any such similar agreements to which the Debtors is a party as a result of the occurrence of any default or non-performance by or the insolvency of the Debtors, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Debtors be replaced as operator pursuant to any such agreements, without further order of this Court provided however that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net

of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

14. To the extent that E&Y, as monitor to the Debtors in the CCAA Proceedings, holds funds received by the Debtors in trust accounts (the "**CCAA Trust Funds**") pursuant to paragraph 24(k) of the Order of the Honourable Madam Justice Romaine in Court of Queen's Bench Alberta Action No. 1801-08424 granted July 10, 2018 (the "**Initial CCAA Order**"), E&Y is authorized to transfer the CCAA Trust Funds to the Post Receivership Accounts to be held by the Receiver and to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

15. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("WEPPA").

PERSONAL INFORMATION

16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled

to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

    (i) before the Receiver's appointment; or

    (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

    (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

    (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

    (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

        A. complies with the order, or

B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

18. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively **"Environmental Legislation"**), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

19. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of

the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

20. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

21. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, except as otherwise set out herein, and subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

22. The Receiver and its legal counsel shall pass their accounts from time to time.

23. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $6,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, except as otherwise set out herein, and subordinate in priority to the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

25. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

26. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Annex "A" hereto (the **"Receiver's Certificates"**) for any amount borrowed by it pursuant to this Order.

27. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

28. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

29. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

CONTINUATION OF CHARGES AND PRIORITY OF CHARGES

30. Each of the Interim Lenders' Charge, the Administration Charge and the Directors' Charge (all as defined in the Initial CCAA Order) shall, except as otherwise set out herein, continue to constitute valid and enforceable priority charges on the Property on the same terms and conditions as set out in paragraphs 36-37 and 39 of the Initial CCAA Order.

31. The priority of the charges created in the CCAA Proceedings (and continued by this Order) in relation to the Receiver's Charge and the Receiver's Borrowing Charge as created hereunder, shall be as follows:

First – the Receivers' Borrowing Charge;

Second – the Interim Lender's Charge, as that term is defined in the Initial CCAA Order (to the maximum amount of $1,356,000);

Third – the Receiver's Charge;

Fourth – the Administration Charge, as that term is defined in the Initial CCAA Order (to the maximum amount of $200,000); and

Fifth – the Directors' Charge, as that term is defined in the Initial CCAA Order (to the maximum of amount of $100,000).

32. If it is determined by final decision of this Court that AES is entitled to the Aircraft Assets and the Aircraft Revenues, the Interim Lender's Charge, Administration Charge, Directors' Charge, Receiver's Charge and Receiver's Borrowing Charge will not attach to the Aircraft Assets and the Aircraft Revenues to the extent of that entitlement.

GENERAL

33. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

34. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

35. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

36. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

37. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

38. This Order is without prejudice to the right of ECN Aviation Inc. ("ECN") to apply to this Court for an Order declaring that (i) the assets of OpsMobil Group Inc. that were seized on May 11, 2018 on behalf of ECN are not subject to the provisions of this Order,

and (ii) ECN is entitled to take possession and dispose of the said assets in accordance with the *Personal Property Security Act*, RSA 2000, c P-7.

39. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

40. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

41. This Order is issued and shall be filed in Court of Queen's Bench Action No. 1801-09188, and, if determined to be necessary or advisable, in the Court of Queen's Bench in Bankruptcy, which actions are not consolidated. All further proceedings shall be taken in both actions unless otherwise ordered.

42. The Receiver shall establish and maintain a website in respect of these proceedings at www.documentcentre.eycan.com (the "Receiver's Website") and shall post there as soon as practicable:

(a) all materials prescribed by statue or regulation to be made publically available; and

(b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

43. Service of this Order shall be deemed good and sufficient by:

(a) serving the same on:

i. the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;

ii. any other person served with notice of the application for this Order;

iii. any other parties attending or represented at the application for this Order; and

(b) posting a copy of this Order on the Receiver's Website;

and service on any other person is hereby dispensed with.

44. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

CONSENTED TO THIS ___ DAY OF JULY, 2018

Josef G.A. Kruger, Q.C
Borden Ladner Gervais LLP
for the Receiver, Ernst & Young Inc.

CONSENTED TO THIS 1st DAY OF ~~JULY~~ August, 2018

Christa Nicholson
JSS Barristers
for the British Columbia Oil and Gas Commission

CONSENTED TO THIS 31st DAY OF JULY, 2018

Joseph Reynaud
Stikeman Elliott LLP
for Third Eye Capital Corporation.

ANNEX "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ____________________

AMOUNT $ ____________________

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of [DEBTORS' NAMES] appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the _____ day of ______________, ______ (the "Order") made in action numbers ____________, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $________, being part of the total principal sum of $____________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of ______ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ●.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _______ day of ______________, 2018.

[RECEIVER'S NAME], solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: ______________________________
Name:
Title:

Exhibit "C"

Clerk's stamp:

COURT FILE NUMBER	1801-09188
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	THIRD EYE CAPITAL CORPORATION
RESPONDENTS	OPSMOBIL INC., RANCH ENERGY CORPORATION, 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**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BLAKE, CASSELS & GRAYDON LLP** Barristers and Solicitors 3500 Bankers Hall East 855 – 2nd Street SW Calgary, Alberta T2P 4J8 Attention: Ryan Zahara Telephone No.: 403-260-9628 Email: ryan.zahara@blakes.com Fax No.: 403-260-9700 File: 11111111/111111

AFFIDAVIT OF WAYNE PRIDHAM

Sworn on July 3, 2018

I, Wayne Pridham, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am a Project Manager, at Sproule Niven Fischer Limited ("**Niven Fischer**"). Niven Fischer has been engaged by Predator Oil BC Ltd. ("**Predator**") to provide management services pursuant to a management agreement (the "**Management Agreement**") effective June 1, 2018. Attached hereto and marked as Exhibit "A" is a copy of Management Agreement.

2. Additionally, I have been specifically authorized and directed by Ryan Tobber, sole director and officer of Predator Oil BC Ltd. (the "**Predator**") to swear this Affidavit on behalf of

Predator. Attached hereto and marked as Exhibit "B" is a copy of correspondence from Ryan Tobber authorizing and directing me to swear this Affidavit on behalf of Predator.

3. I have been directly involved on behalf of Predator with the matters involving Ranch Energy Corporation ("**Ranch**") and Opsmobil Group Inc. ("**OGI**").

4. I have also had the opportunity to review the business records of Predator relevant to this matter. I have personal knowledge of the matters deposed to in this Affidavit, except where stated to be based upon information, in which case I believe same to be true.

5. I am authorized to make this Affidavit on behalf of Predator.

6. Predator understands that Ranch, OGI, Opsmobil Inc., Opsmobil Construction Inc., Opsmobil Energy Services Inc., Air Dallaire Ltd., 1734163 Alberta Inc., 1859821 Alberta Inc., and K.L. Capital Corp. (collectively, the "**Debtors**") are seeking protection (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada).

I. PREDATOR

7. Predator is a company incorporated in British Columbia. Predator is a private oil and natural gas producer that owns and operates certain assets in British Columbia.

8. Predator is the licensee of record with the British Columbia Oil and Gas Commission ("**BC OGC**") for certain licenses and permits (the "**Permits**") that are associated with assets that are currently held by Ranch. The Permits are more particularly described in the Affidavit of Ryan Tobber sworn on July 3, 2018 on behalf of the Debtors (the "**CCAA Affidavit**").

II. THE ASSET PURCHASE TRANSACTION WITH RANCH

9. Predator entered into an asset purchase and sale agreement (the "**APA**") dated May 8, 2017 with Ranch in which Ranch agreed to purchase certain assets (the "**Assets**") from Predator. Attached hereto and marked as Exhibit "C" is a redacted copy of the APA, excluding the Schedules.

10. Predator has limited oil and gas assets remaining after the sale of the Assets to Ranch.

11. In conjunction with the APA, Predator and Ranch also entered into a Transition Services Agreement (the "**TSA**") dated July 7, 2017. The TSA was intended to govern the relationship between Predator and Ranch until Ranch could get registered as a licensee with the BC OGC and the Permits transferred into its name. Attached hereto and marked as Exhibit "**D**" is a copy of the TSA.

12. The Permits are held in trust by Predator for Ranch as the beneficiary under the terms of a trust agreement (the "**Trust Agreement**") dated June 16, 2017 and to which OGI is also a party. Attached hereto and marked as Exhibit "**E**" is a copy of the Trust Agreement.

13. The Trust Agreement requires that certain amounts be paid to Predator in compensation for Predator to continue to hold the Permits in its name. If Ranch as beneficiary was unable or for any reason did not make any payment contemplated under the Trust Agreement, OGI agreed to be liable for those amounts.

14. Ranch is in breach of the terms of the Trust Agreement and owes significant amounts to Predator. Ranch owes Predator the amount of $960,654.44 for the period from July 2017 to May 31, 2018 under the terms of the Trust Agreement. Attached hereto and marked as Exhibit "**F**" is a copy of a default notice that was sent to Ranch on June 6, 2018.

15. There also remains amount outstanding to Predator from Ranch the amount of $3,330,020.25 under the terms of the APA as of May 31, 2108.

16. Further, the amount of $73,500.00 is owing to Predator by Ranch under the terms of the TSA.

III. SECURITY DEPOSIT OF PREDATOR AT BC OGC

17. As of April 6, 2018, Predator has on deposit with the BC OGC a security deposit in the amount of $15,000,000 (the "**Security Deposit**") in respect of the Permits and the Assets. The Security Deposit will not be released to Predator until Ranch becomes the licensee of the Assets. Attached hereto and marked as Exhibit "**G**" is a copy of the Liability Management Operator detail statement (the "**LMO Statement**") for Predator setting the amount of the Security Deposit.

18. I also understand that Predator has paid an additional security deposit of approximately $650,000 to the BC OGC that is not set out in the LMO Statement.

IV. ACQUISITION OF ALL OF THE ISSUED AND OUTSTANDING SHARES OF PREDATOR BY 2118469 ALBERTA INC.

19. On or about June 15, 2018, 2118469 Alberta Inc. (the "**Controlling Shareholder**") acquired all of the issued and outstanding shares (the "**Predator Shares**") of Predator. Attached hereto and marked as Exhibit "H" is a copy of the share purchase agreement setting out the acquisition of the issued and outstanding shares of Predator by the Controlling Shareholder.

20. I understand that Ryan Tobber is the sole director and officer of the Controlling Shareholder.

21. I am advised by Ryan Tobber that the Controlling Shareholder of Predator is prepared to direct Predator to enter into a business combination or amalgamation with Ranch provided Predator's economic interest is protected under the terms of such business combination or amalgamation.

V. FUNDING OF OPERATIONAL PERSONNEL BY PREDATOR

22. On June 26, 2018, Predator funded the amount of $88,000 for payroll of key operation and service personnel (the "**Service Personnel**") of OGI responsible for the maintenance and operation of the Assets. Attached hereto and marked as Exhibit "I" is a copy of correspondence to Ranch from Predator setting out the amounts funded, among other things.

23. Predator was concerned that due to the limited liquidity made available to Ranch and OGI by their secured lender Third Eye Capital Corporation that the failure to pay the Service Personnel would result in breaches of the terms of the Permits that are currently in Predator's name. Predator funded these amounts to the Service Personnel so that the Assets could be operated in accordance with the *Oil and Gas Activities Act* (British Columbia).

VI. INTERIM FINANCING TO THE DEBTORS

24. Predator is prepared to provide interim financing to the Ranch and OGI in accordance with the terms set out in the attached interim financing term sheet (the "**IF Term Sheet**"). Attached hetero and marked as Exhibit "J" is a copy of the IF Term Sheet.

25. Predator has sufficient monies in readily available funds necessary to provide the interim financing contemplated under the IF Term Sheet. Attached hereto and marked as Exhibit "K" is a copy of the bank statements of Predator showing the availability of the funds necessary for the proposed interim financing of the Debtors.

VII. RELIEF SOUGHT

26. I swear this Affidavit in support of the Debtors' application for protection under the CCAA.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 3rd day of July 2018.	))))))	
A Commissioner of Oaths in and for the Province of Alberta RYAN ZAHARA Barrister & Solicitor		WAYNE PRIDHAM

Exhibit "D"

Clerk's stamp:

COURT FILE NUMBER	1801-09188
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	THIRD EYE CAPITAL CORPORATION
RESPONDENTS	OPSMOBIL INC., RANCH ENERGY CORPORATION, 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**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BLAKE, CASSELS & GRAYDON LLP** Barristers and Solicitors 3500 Bankers Hall East 855 – 2nd Street SW Calgary, Alberta T2P 4J8 Attention: Ryan Zahara Telephone No.: 403-260-9628 Email: ryan.zahara@blakes.com Fax No.: 403-260-9700 File: 11111111/111111

AFFIDAVIT OF LINDSAY FARR

Sworn on July 19, 2018

I, Lindsay Farr, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am a legal assistant at Blake, Cassels & Graydon LLP and as such have personal knowledge of the matters herein deposed to except where stated to be based upon information, in which case I verily believe the same to be true.

I. BRITISH COLUMIBA OIL AND GAS COMMISSION ORDERS

2. Attached hereto and marked as Exhibit "A" are copies of orders issued to Predator Oil B.C. Ltd. by the British Columbia Oil and Gas Commission (the "**BC OGC**").

3. Attached hereto and marked as Exhibit "B" is a copy of the June 2018 operator detail from the BC OGC.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 19th day of July, 2018.	))))))	
A Commissioner of Oaths in and for the Province of Alberta		LINDSAY FARR

RYAN ZAHARA
Barrister & Solicitor

BC Oil & Gas COMMISSION

June 28, 2018

ORDER LMR-1102

Predator Oil BC Ltd.
1500, 250 - 2nd Street, SW
Calgary, AB T2P 0C1

Attention: Greg MacDonald

RE: Order to Submit Security Deposit, Invoice LMR-1102

Pursuant to Section 30 of the *Oil and Gas Activities Act*, I hereby order Predator Oil BC Ltd. to provide security to the Commission in the amount of $2,752,849 by July 28, 2018.

Thank you for your attention to this matter. Any questions related to this order may be directed to Wade Abbott at (250) 419-4355 or wade.abbott@bcogc.ca.

Regards,

Mike Janzen
Director, Liability Management
Oil and Gas Commission

THIS IS EXHIBIT "A"
referred to in the Affidavit of
Lindsay Farr
Sworn before me this 19
day of July A.D. 2018

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

RYAN ZAHARA
Barrister & Solicitor

BC Oil & Gas COMMISSION

#300, 398 Harbour Rd
Victoria BC V9A 0B7
Ph: (250) 419-4400

Predator Oil BC Ltd.
1500, 250 2nd St.

Invoice Date	2018-06-28
LMR Reference	001102
Due Date	2018-07-28

Calgary AB T2P 0C1

Attention: Greg MacDonald

Re: Security Deposit Request - Predator Oil BC Ltd.

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.*

Security Deposit Required $2,752,849.00 Canadian dollars

Security required under Section 30 of the Act must be submitted in the form of cash or an irrevocable letter of credit from a Canadian chartered bank or credit union.

Additional security is required as a result of a decrease in your deemed production assets since your previous assessment. This amount is required in addition to all other security deposit payment plans you may be party to.

For further information on the LMR program and to view a sample letter of credit, please view the website http://www.bcogc.ca/industry-zone/liability-management-rating-program)or for assistance, please contact Wade Abbott at (250) 419-4355 or email Wade.Abbott@bcogc.ca .

Regards,
Wade Abbott

Liability Management Technician
Wade.Abbott@bcogc.ca
(250) 419-4355

Letter of credit beneficiary and cheques payable to, BC Oil and Gas Commission, courier to the address above, Attn: Finance
Account information for an Electronic Funds Transfer can be obtained by your banking institution by contacting Liability.Management@bcogc.ca

BC Oil & Gas COMMISSION

April 20, 2018

ORDER LMR-1087

Predator Oil BC Ltd.
1500, 250 - 2nd Street, SW
Calgary, AB T2P 0C1

Attention: Greg MacDonald

RE: Order to Submit Security Deposit, Invoice LMR-1087

Pursuant to Section 30 of the *Oil and Gas Activities Act*, I hereby order Predator Oil BC Ltd. to provide security to the Commission in the amount of $656,883 by May 20, 2018.

Thank you for your attention to this matter. Any questions related to this order may be directed to Wade Abbott at (250) 419-4355 or wade.abbott@bcogc.ca.

Regards,

Mike Janzen
Manager, Asset Integrity and Retirement
Oil and Gas Commission

BC Oil & Gas COMMISSION

Liability Management
Operator Detail

2018JUN13
OGCR885

Predator Oil BC Ltd.

Liability Management Rating = Total Assets / Total Liabilities = (A/D) = .97

THIS IS EXHIBIT "B"
referred to in the Affidavit of
Lindsay Farr
Sworn before me this 19
day of July A.D. 2018

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA
RYAN ZAHARA
Barrister & Solicitor

Deemed Assets		**Deemed Liability**	
Production Assets	86,339,748	Well Abandonment Cost	48,796,440
Facility Assets		Well Reclamation Cost	45,200,920
Letter of Credit	0	Total Well Cost (B)	93,997,360
Cash Deposit	**********		
		Facility Abandonment Cost	3,895,170
		Facility Reclamation Cost	6,856,950
		Total Facility Cost (C)	10,752,120
Total Operator Assets (A)	$ 101,339,748	Total Operator Liability (D = B+C)	$ 104,749,480

Well Liability Summary — T - Indicates Well Operator Transfer In Process

WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
00029	PREDATOR OIL BC FT ST JOHN 14-21-083-18		ACT/GAS/PROD	58,812	110,100	89,600	199,700
00032	PREDATOR OIL BC FT ST JOHN 14-15-083-18		ABAN/WATR/SRC	0	0	69,800	69,800
00034	PREDATOR OIL BC FT ST JOHN 03-14-083-18		SUSP/MGAS/PROI	0	95,850	89,600	185,450
00042	PREDATOR OIL BC FT ST JOHN SE 04-10-083-1		ACT/GAS/PROD	15,635	161,160	89,600	250,760
00047	PREDATOR OIL BC ET AL WILDER 13-01-084-20		ABAN/GAS/PROD	0	0	69,800	69,800
00058	PREDATOR OIL BC FT ST JOHN 03-29-083-18		ABAN/MGAS/PROI	0	0	89,600	89,600
00075	PREDATOR OIL BC FT ST JOHN A03-29-083-18		SUSP/GAS/PROD	0	67,300	17,920	85,220
00076	PREDATOR OIL BC FT ST JOHN 14-22-083-18		ACT/GAS/PROD	311,514	93,900	89,600	183,500
00082	PREDATOR OIL BC FT ST JOHN 13-23-083-18		ACT/GAS/PROD	523,039	93,900	89,600	183,500
00086	PREDATOR OIL BC ET AL W BUICK B- 023-E/094-		SUSP/GAS/PROD	0	93,900	89,600	183,500
00089	PREDATOR OIL BC ET AL W BUICK B- 078-C/094-		ACT/GAS/PROD	76,811	79,500	89,600	169,100
00092	PREDATOR OIL BC NIG C- 019-C/094-H-04		ABAN/UND/UND	0	0	30,700	30,700
00099	PREDATOR OIL BC ET AL W BUICK D- 095-K/094-		ABAN/GAS/PROD	0	0	89,600	89,600
00166	PREDATOR OIL BC FT ST JOHN SE 04-09-083-1		ACT/GAS/PROD	41,541	110,100	89,600	199,700
00170	PREDATOR OIL BC FT ST JOHN 08-20-083-18		ACT/GAS/PROD	76,992	161,160	89,600	250,760
00171	PREDATOR OIL BC FT ST JOHN 09-19-083-18		ABAN/OIL/PROD	0	0	89,600	89,600
00172	PREDATOR OIL BC FT ST JOHN 02-21-083-18		SUSP/GAS/PROD	0	110,100	89,600	199,700
00173	PREDATOR OIL BC FT ST JOHN SE 10-04-083-1		ACT/GAS/PROD	256,883	79,500	89,600	169,100
00178	PREDATOR OIL BC FT ST JOHN A14-21-083-18		ACT/GAS/PROD	321,968	135,630	17,920	153,550
00179	PREDATOR OIL BC FT ST JOHN B03-29-083-18		ACT/GAS/PROD	283,154	79,500	17,920	97,420
00181	PREDATOR OIL BC FT ST JOHN 10-30-083-18		ABAN/WATR/DISP	0	0	89,600	89,600
00184	PREDATOR OIL BC FT ST JOHN SE A04-10-083-		ACT/GAS/PROD	286,426	93,900	17,920	111,820
00186	PREDATOR OIL BC FT ST JOHN C03-29-083-18		ACT/GAS/PROD	315,241	114,570	17,920	132,490
00191	PREDATOR OIL BC FT ST JOHN SE A10-04-083-		ACT/GAS/PROD	68,357	93,900	17,920	111,820
00193	PREDATOR OIL BC FT ST JOHN B14-21-083-18		SUSP/GAS/PROD	0	93,900	17,920	111,820
00194	PREDATOR OIL BC FT ST JOHN 13-14-083-18		ACT/MGAS/PROD	276,518	114,570	89,600	204,170
00197	PREDATOR OIL BC FT ST JOHN SE 16-03-083-1		ACT/GAS/PROD	97,354	93,900	89,600	183,500

Well Liability Summary

T - Indicates Well Operator Transfer in Process

WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
00201	PREDATOR OIL BC FT ST JOHN SE 11-32-082-1		ACT/MGAS/PROD	74,356	135,240	89,600	224,840
00204	PREDATOR OIL BC FT ST JOHN 09-14-083-18		ABAN/GAS/UND	0	0	30,700	30,700
00210	PREDATOR OIL BC FT ST JOHN 06-17-083-18		SUSP/GAS/PROD	0	79,500	89,600	169,100
00212	PREDATOR OIL BC FT ST JOHN A06-16-083-18		SUSP/GAS/PROD	0	93,900	89,600	183,500
00213	PREDATOR OIL BC FT ST JOHN SE 13-02-083-1		SUSP/GAS/PROD	0	93,900	89,600	183,500
00214	PREDATOR OIL BC FT ST JOHN 10-14-083-18		SUSP/OIL/PROD	0	95,850	89,600	185,450
00216	PREDATOR OIL BC FT ST JOHN 09-23-083-18		SUSP/OIL/PROD	0	79,500	89,600	169,100
00219	PREDATOR OIL BC FT ST JOHN 10-10-083-17		ABAN/GAS/UND	0	0	69,800	69,800
00225	PREDATOR OIL BC FT ST JOHN 01-23-083-18		COMP/UND/UND	0	79,500	89,600	169,100
00233	PREDATOR OIL BC FT ST JOHN 16-08-083-18		ACT/GAS/PROD	0	79,990	89,600	169,590
00239	PREDATOR OIL BC ET AL W BUICK C- 002-E/094-		ACT/GAS/PROD	147,258	79,500	89,600	169,100
00249	PREDATOR OIL BC ET AL W BUICK D- 058-C/094-		ABAN/GAS/PROD	0	0	69,800	69,800
00255	PREDATOR OIL BC ET AL W BUICK B- 091-D/094-		ACT/GAS/PROD	119,261	93,900	89,600	183,500
00261	PREDATOR OIL BC ET AL W BUICK C- 080-C/094-		ABAN/UND/UND	0	0	30,700	30,700
00264	PREDATOR OIL BC ET AL W BUICK C- 005-C/094-		SUSP/GAS/PROD	0	79,500	89,600	169,100
00268	PREDATOR OIL BC ET AL W BUICK D- 089-C/094-		ACT/GAS/PROD	196,980	79,500	89,600	169,100
00384	PREDATOR OIL BC ET AL W BUICK D- 017-C/094-		ACT/GAS/PROD	766,469	79,500	89,600	169,100
00455	PREDATOR OIL BC ET AL FIREWEED C-A001-H/0		ACT/GAS/PROD	47,450	93,500	89,600	183,100
00457	PREDATOR OIL BC BUICK B- 004-B/094-A-14		ABAN/GAS/PROD	0	0	69,800	69,800
00469	PREDATOR OIL BC BUICK C- 014-B/094-A-14		SUSP/GAS/PROD	0	79,500	69,800	149,300
00507	PREDATOR OIL BC FIREWEED A- 057-A/094-A-1		ABAN/GAS/PROD	0	0	89,600	89,600
00644	PREDATOR OIL BC ET AL W BUICK A- 078-C/094-		SUSP/GAS/PROD	0	93,900	17,920	111,820
00697	PREDATOR OIL BC ET AL WILDER 11-17-083-19		SUSP/UND/DISP	0	114,050	89,600	203,650
00707	PREDATOR OIL BC FIREBIRD D- 089-D/094-H-02		ABAN/WATR/DISP	0	0	89,600	89,600
01323	PREDATOR OIL BC BUICK A- 085-I/094-A-11		ABAN/UND/UND	0	0	89,600	89,600
01365	PREDATOR OIL BC RIGEL 10-34-087-17		ABAN/GAS/PROD	0	0	89,600	89,600
01370	PREDATOR OIL BC NFA ET AL RIGEL A- 028-K/09		ACT/GAS/PROD	32,270	79,500	89,600	169,100
01731	PREDATOR OIL BC RIGEL 08-31-087-17		ABAN/UND/UND	0	0	30,700	30,700
01753	PREDATOR OIL BC ET AL N BUICK C- 022-F/094-		ACT/GAS/PROD	345,511	95,850	89,600	185,450
01799	PREDATOR OIL BC ET AL N BUICK B- 044-F/094-		ACT/GAS/PROD	30,633	135,240	89,600	224,840
01830	PREDATOR OIL BC ET AL N BUICK B- 086-F/094-		SUSP/GAS/PROD	0	79,500	89,600	169,100
01841	PREDATOR OIL BC STODDART 06-11-086-19		ACT/GAS/PROD	668,115	79,500	89,600	169,100
02026	PREDATOR OIL BC ET AL N BUICK B- 002-F/094-		ACT/GAS/PROD	364,509	79,500	89,600	169,100
02069	PREDATOR OIL BC ET AL N BUICK A- 081-C/094-		ABAN/GAS/PROD	0	0	69,800	69,800
02138	PREDATOR OIL BC WILDER 11-34-083-19		ACT/GAS/PROD	0	114,570	89,600	204,170
02234	PREDATOR OIL BC HOSSITL B- 082-G/094-P-14		ABAN/GAS/PROD	0	0	103,000	103,000
02250	PREDATOR OIL BC HXC ET AL PARKLAND 07-27		ACT/GAS/PROD	151,076	110,100	89,600	199,700
02260	PREDATOR OIL BC ET AL MILO C- 043-E/094-J-1		SUSP/GAS/PROD	0	37,500	46,100	83,600
02352	PREDATOR OIL BC BEAR FLAT 07-16-084-20		SUSP/OIL/PROD	0	93,500	89,600	183,100
02411	PREDATOR OIL BC BEAR FLAT 06-16-084-20		SUSP/OIL/PROD	0	79,500	89,600	169,100
02441	PREDATOR OIL BC BEAR FLAT 06-21-084-20		SUSP/GCAP/PROI	0	79,500	89,600	169,100
02502	PREDATOR OIL BC ET AL EAGLE 11-29-084-18		SUSP/OIL/PROD	0	79,500	89,600	169,100
02539	PREDATOR OIL BC STODDART 06-31-085-18		ABAN/GAS/PROD	0	0	69,800	69,800
02543	PREDATOR OIL BC ET AL EAGLE 08-29-084-18		SUSP/MOG/PROD	0	95,850	89,600	185,450
02583	PREDATOR OIL BC STODDART 07-29-086-19		ABAN/OIL/PROD	0	0	89,600	89,600
02684	PREDATOR OIL BC ET AL N INGA B- 020-B/094-A		SUSP/UND/UND	0	32,500	30,700	63,200
02708	PREDATOR OIL BC ET AL WILDER 11-20-083-19		ABAN/GAS/UND	0	0	89,600	89,600

Well Liability Summary			T - Indicates Well Operator Transfer In Process				
WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
02773	PREDATOR OIL BC ET AL WILDER 07-30-083-19		ABAN/GAS/PROD	0	0	89,600	89,600
02793	PREDATOR OIL BC ET AL WILDER 10-19-083-19		ABAN/GAS/PROD	0	0	69,800	69,800
02976	PREDATOR OIL BC ET AL TWO RIVERS 10-18-08		ABAN/WATR/DISP	0	0	89,600	89,600
02993	PREDATOR OIL BC FIREWEED D- 075-A/094-A-1		SUSP/GAS/PROD	0	93,500	69,800	163,300
03003	PREDATOR OIL BC ET AL MONIAS 06-06-083-20		SUSP/GAS/PROD	0	93,900	89,600	183,500
03152	PREDATOR OIL BC ET AL FIREWEED A- 007-H/09		ACT/GAS/PROD	180,437	93,500	89,600	183,100
03160	PREDATOR OIL BC RIGEL 10-24-088-19		ACT/GAS/PROD	28,997	141,900	89,600	231,500
03203	PREDATOR OIL BC ET AL FIREWEED B- 042-A/09		ACT/GAS/PROD	552,854	112,200	89,600	201,800
03227	PREDATOR OIL BC ET AL INGA C- 078-B/094-A-1		ACT/GAS/PROD	0	93,500	89,600	183,100
03240	PREDATOR OIL BC FIREWEED D- 095-L/094-A-1		SUSP/GAS/PROD	0	95,850	89,600	185,450
03322	PREDATOR OIL BC THETLAANDOA C- 034-L/094		SUSP/GAS/PROD	0	81,600	128,300	209,900
03333	PREDATOR OIL BC ET AL FIREWEED B- 004-H/09		SUSP/MGAS/PROI	0	95,850	89,600	185,450
03350	PREDATOR OIL BC ET AL THETLAANDOA C- 030-		SUSP/GAS/PROD	0	96,200	128,300	224,500
03374	PREDATOR OIL BC ET AL RIGEL 10-06-088-18		SUSP/GAS/PROD	0	79,500	89,600	169,100
03376	PREDATOR OIL BC ET AL INGA D- 055-B/094-A-1		SUSP/GAS/PROD	0	79,500	69,800	149,300
03392	PREDATOR OIL BC ET AL INGA D- 011-F/094-A-1		ACT/GAS/PROD	0	141,900	89,600	231,500
03397	PREDATOR OIL BC NUMAC ET AL OAK 06-07-08		ABAN/OIL/PROD	0	0	89,600	89,600
03413	PREDATOR OIL BC THETLAANDOA C- 089-G/094		ABAN/GAS/UND	0	0	103,000	103,000
03447	PREDATOR OIL BC ET AL RIGEL D- 035-L/094-A-		SUSP/GAS/UND	0	95,850	30,700	126,550
03535	PREDATOR OIL BC ET AL INGA B- 010-G/094-A-1		ACT/GAS/PROD	0	95,850	89,600	185,450
03538	PREDATOR OIL BC ET AL FIREWEED C- 016-H/09		SUSP/GAS/PROD	0	141,900	69,800	211,700
03721	PREDATOR OIL BC ET AL HELMET D- 035-C/094-		SUSP/UND/UND	0	37,500	46,100	83,600
03728	PREDATOR OIL BC FT ST JOHN SE 14-33-082-1		SUSP/GAS/PROD	0	114,570	89,600	204,170
03804	PREDATOR OIL BC CECIL 04-07-084-17		SUSP/OIL/PROD	0	79,500	89,600	169,100
03809	PREDATOR OIL BC ET AL INGA B- 068-B/094-A-1		SUSP/MGAS/PROI	0	95,850	89,600	185,450
03812	PREDATOR OIL BC STODDART 06-13-086-19		ACT/GAS/PROD	257,429	95,850	89,600	185,450
03813	PREDATOR OIL BC ET AL FIREWEED B- 044-A/09		ACT/GAS/PROD	105,535	79,500	89,600	169,100
03914	PREDATOR OIL BC ET AL NITEAL A- 023-I/094-I-		SUSP/GAS/PROD	0	96,200	103,000	199,200
03919	PREDATOR OIL BC HELMET D- 015-D/094-P-15		ABAN/UND/UND	0	0	46,100	46,100
03930	PREDATOR OIL BC ET AL HELMET B- 007-A/094-		ACT/GAS/PROD	0	176,450	128,300	304,750
03965	PREDATOR OIL BC HOSSITL A- 023-J/094-P-14		ABAN/WATR/DISP	0	0	128,300	128,300
04009	PREDATOR OIL BC ET AL WILDER 06-22-083-20		SUSP/GAS/UND	0	79,500	30,700	110,200
04051	PREDATOR OIL BC ET AL E4 AIRPORT 06-36-083		SUSP/GAS/UND	0	67,300	30,700	98,000
04053	PREDATOR OIL BC HZ PARKLAND 10-35-081-15		ACT/GAS/PROD	0	157,160	89,600	246,760
04082	PREDATOR OIL BC FT ST JOHN 10-15-084-19		ACT/MGAS/PROD	0	114,570	89,600	204,170
04093	PREDATOR OIL BC ET AL INGA A- 067-B/094-A-1		SUSP/GAS/UND	0	79,500	30,700	110,200
04100	PREDATOR OIL BC ET AL INGA D- 053-B/094-A-1		SUSP/GAS/PROD	0	141,900	89,600	231,500
04102	PREDATOR OIL BC ET AL FIREWEED C- 054-A/09		SUSP/GAS/PROD	0	79,500	69,800	149,300
04103	PREDATOR OIL BC ET AL AIRPORT 06-35-083-1		SUSP/UND/UND	0	32,500	30,700	63,200
04149	PREDATOR OIL BC ET AL E4 AIRPORT 06-33-083		SUSP/GAS/PROD	0	79,500	69,800	149,300
04160	PREDATOR OIL BC ET AL STODDART A10-22-085		SUSP/UND/UND	0	79,500	30,700	110,200
04174	PREDATOR OIL BC ET AL MONIAS 06-26-082-21		ACT/GAS/PROD	0	93,900	89,600	183,500
04300	PREDATOR OIL BC ET AL BEAVERDAM A- 027-L/		SUSP/GAS/UND	0	114,570	30,700	145,270
04350	PREDATOR OIL BC ET AL MILO A- 067-E/094-J-1		SUSP/GAS/UND	0	113,000	46,100	159,100
04354	PREDATOR OIL BC FIREBIRD D- 051-A/094-H-03		SUSP/UND/UND	0	141,900	30,700	172,600
04378	PREDATOR OIL BC N BUICK D- 033-F/094-A-14		SUSP/GAS/PROD	0	79,500	89,600	169,100
04405	PREDATOR OIL BC FIREWEED D- 039-D/094-A-1		SUSP/GAS/PROD	0	79,500	89,600	169,100

Well Liability Summary | **T - Indicates Well Operator Transfer In Process**

WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
04416	PREDATOR OIL BC FT ST JOHN 06-36-083-18		ACT/OIL/PROD	0	79,500	89,600	169,100
04439	PREDATOR OIL BC FT ST JOHN 07-14-084-19		SUSP/MGAS/PROI	0	186,690	69,800	256,490
04454	PREDATOR OIL BC ET AL FIREWEED B- 006-D/09		SUSP/MOG/PROD	0	95,850	89,600	185,450
04468	PREDATOR OIL BC ET AL W STODDART 06-15-0		SUSP/UND/UND	0	79,500	30,700	110,200
04470	PREDATOR OIL BC W EAGLE 16-18-084-18		ABAN/MOG/PROD	0	0	89,600	89,600
04471	PREDATOR OIL BC ET AL FIREWEED D- 091-A/09		ABAN/OIL/PROD	0	0	89,600	89,600
04472	PREDATOR OIL BC ET AL W EAGLE 16-15-085-1		ABAN/MOIL/PROD	0	0	89,600	89,600
04558	PREDATOR OIL BC ET AL MONIAS 07-34-082-21		SUSP/GAS/PROD	0	79,500	89,600	169,100
04568	PREDATOR OIL BC ET AL STODDART 14-14-085		ACT/GAS/PROD	71,538	79,500	89,600	169,100
04659	PREDATOR OIL BC ET AL EAGLE 15-19-084-18		SUSP/GAS/PROD	0	79,500	89,600	169,100
04681	PREDATOR OIL BC ET AL FT ST JOHN 06-25-083		COMP/UND/UND	0	112,200	89,600	201,800
04719	PREDATOR OIL BC FIREWEED D- 037-D/094-A-1		SUSP/GAS/UND	0	95,850	30,700	126,550
04760	PREDATOR OIL BC HELMET B- 027-J/094-P-10		SUSP/MGAS/PROI	0	176,450	128,300	304,750
04764	PREDATOR OIL BC FIREBIRD D- 073-A/094-H-03		ACT/MGAS/PROD	133,169	176,970	89,600	266,570
04865	PREDATOR OIL BC FIREWEED D- 015-D/094-A-1		SUSP/OIL/PROD	0	79,500	89,600	169,100
04893	PREDATOR OIL BC FIREWEED A- 067-D/094-A-1		SUSP/OIL/UND	0	79,500	30,700	110,200
04918	PREDATOR OIL BC ET AL PARKLAND 06-01-082-		ACT/GAS/PROD	0	95,850	89,600	185,450
04959	PREDATOR OIL BC ET AL W EAGLE 14-15-085-1		ABAN/OIL/PROD	0	0	89,600	89,600
04970	PREDATOR OIL BC BUICK 07-19-088-19		SUSP/MGAS/PROI	0	128,550	89,600	218,150
04983	PREDATOR OIL BC FT ST JOHN 11-26-083-19		SUSP/UND/UND	0	79,500	30,700	110,200
05023	PREDATOR OIL BC ET AL W BUICK A- 025-E/094-		ACT/GAS/PROD	1,182	95,850	89,600	185,450
05029	PREDATOR OIL BC RIGEL 10-33-087-17		ABAN/GAS/PROD	0	0	89,600	89,600
05043	PREDATOR OIL BC ET AL TEA 11-26-084-20		SUSP/GAS/PROD	0	79,500	89,600	169,100
05082	PREDATOR OIL BC ET AL FT ST JOHN 14-25-083		SUSP/GCAP/UND	0	141,900	30,700	172,600
05178	PREDATOR OIL BC ET AL HELMET B- 093-K/094-		SUSP/GAS/UND	0	113,000	46,100	159,100
05199	PREDATOR OIL BC DONIS D- 042-E/094-H-02		ACT/GAS/PROD	144,077	79,500	89,600	169,100
05255	PREDATOR OIL BC ET AL HELMET C- 074-I/094-P		SUSP/MGAS/PROI	0	139,400	128,300	267,700
05355	PREDATOR OIL BC FT ST JOHN 06-31-083-17		ACT/OIL/PROD	0	79,500	89,600	169,100
05427	PREDATOR OIL BC ET AL GROUNDBIRCH 06-17-		ABAN/UND/UND	0	0	30,700	30,700
05619	PREDATOR OIL BC ET AL HELMET B- 059-L/094-		SUSP/MGAS/UND	0	139,400	46,100	185,500
05690	PREDATOR OIL BC ET AL INGA 06-14-086-24		ABAN/UND/UND	0	0	30,700	30,700
05718	PREDATOR OIL BC ET AL HELMET C- 089-G/094-		ACT/GAS/PROD	727	113,000	128,300	241,300
05719	PREDATOR OIL BC ET AL HELMET B- 071-J/094-P		SUSP/MGAS/PROI	0	176,450	128,300	304,750
05728	PREDATOR OIL BC ET AL INGA 15-32-085-23		ABAN/OIL/PROD	0	0	30,700	30,700
05752	PREDATOR OIL BC CECIL 16-02-084-18		ABAN/MOIL/PROD	0	0	89,600	89,600
05754	PREDATOR OIL BC ET AL W BUICK D- 004-E/094-		ACT/GAS/PROD	406,868	79,500	89,600	169,100
06050	PREDATOR OIL BC ETSET D- 031-F/094-P-11		SUSP/UND/UND	0	98,580	46,100	144,680
06250	PREDATOR OIL BC BEAR FLAT 02-16-084-20		ABAN/UND/UND	0	0	30,700	30,700
06254	PREDATOR OIL BC FT ST JOHN 10-05-083-18		ACT/OIL/PROD	0	110,240	89,600	199,840
06268	PREDATOR OIL BC DONIS D- 023-E/094-H-02		SUSP/GAS/PROD	0	54,500	89,600	144,100
06279	PREDATOR OIL BC ET AL MUSKRAT 16-16-087-		SUSP/MGAS/PROI	0	130,910	89,600	220,510
06431	PREDATOR OIL BC ET AL W STODDART 11-21-0		ACT/GAS/PROD	0	68,500	89,600	158,100
06494	PREDATOR OIL BC ET AL BEAVERTAIL D- 067-A/		SUSP/OIL/PROD	0	68,900	89,600	158,500
06556	PREDATOR OIL BC FT ST JOHN 08-26-083-18		ACT/OIL/PROD	0	54,500	89,600	144,100
06557	PREDATOR OIL BC FT ST JOHN 08-36-083-18		ACT/OIL/PROD	0	54,500	89,600	144,100
06679	PREDATOR OIL BC W STODDART 08-14-086-20		SUSP/OIL/PROD	0	54,500	89,600	144,100
06709	PREDATOR OIL BC W STODDART 06-15-086-20		ACT/GAS/PROD	0	54,500	89,600	144,100

Well Liability Summary

T - Indicates Well Operator Transfer In Process

WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
06734	PREDATOR OIL BC W STODDART 08-14-086-20		SUSP/OIL/PROD	0	54,500	89,600	144,100
06788	PREDATOR OIL BC HELMET D- 075-J/094-P-10		ACT/GAS/PROD	0	88,000	128,300	216,300
06789	PREDATOR OIL BC HELMET D- 025-J/094-P-10		SUSP/GAS/PROD	0	88,000	128,300	216,300
06790	PREDATOR OIL BC FIREBIRD A- 007-E/094-H-02		ACT/GAS/PROD	285,517	87,200	69,800	157,000
06806	PREDATOR OIL BC HOSSITL B- 048-A/094-P-14		ABAN/GAS/PROD	0	0	103,000	103,000
06813	PREDATOR OIL BC ET AL WILDER 08-19-083-19		SUSP/MGAS/PROI	0	103,550	89,600	193,150
06887	PREDATOR OIL BC PARKLAND 05-22-081-15		ACT/GAS/PROD	65,448	107,380	89,600	196,980
06979	PREDATOR OIL BC MUSKRAT 16-22-087-18		SUSP/OIL/PROD	0	68,900	89,600	158,500
07008	PREDATOR OIL BC HOSSITL D- 031-G/094-P-14		ABAN/GAS/PROD	0	0	128,300	128,300
07010	PREDATOR OIL BC FIREBIRD C- 100-D/094-H-02		ACT/GAS/PROD	335,876	54,500	89,600	144,100
07011	PREDATOR OIL BC ET AL W BEATTON D- 026-K/0		SUSP/OIL/PROD	0	54,500	89,600	144,100
07060	PREDATOR OIL BC ET AL W EAGLE 13-29-084-1		SUSP/OIL/PROD	0	70,850	89,600	160,450
07069	PREDATOR OIL BC HOSSITL A- 098-J/094-P-14		ABAN/GAS/PROD	0	0	103,000	103,000
07074	PREDATOR OIL BC ET AL W EAGLE 12-29-084-1		SUSP/WATR/INJ	0	54,500	89,600	144,100
07081	PREDATOR OIL BC ET AL W EAGLE A04-32-084-		ABAN/OIL/PROD	0	0	89,600	89,600
07092	PREDATOR OIL BC ET AL W EAGLE 05-29-084-1		SUSP/OIL/PROD	0	54,500	89,600	144,100
07096	PREDATOR OIL BC ET AL W EAGLE A05-29-084-		SUSP/OIL/PROD	0	54,500	89,600	144,100
07100	PREDATOR OIL BC ET AL MUSKRAT 03-28-087-		ACT/GAS/PROD	0	133,250	89,600	222,850
07154	PREDATOR OIL BC MOBERLY 11-20-082-22		SUSP/UND/UND	0	89,570	30,700	120,270
07379	PREDATOR OIL BC BUICK 11-26-088-19		ACT/GAS/PROD	27,543	70,850	52,500	123,350
07420	PREDATOR OIL BC ET AL MUSKRAT 08-27-087-		SUSP/OIL/PROD	0	68,900	52,500	121,400
07435	PREDATOR OIL BC BUICK 11-23-088-19		ACT/MGAS/PROD	139,532	70,850	52,500	123,350
07436	PREDATOR OIL BC BUICK 10-27-088-19		ACT/GAS/PROD	11,272	54,500	52,500	107,000
07463	PREDATOR OIL BC RIGEL 06-18-088-16		SUSP/GCAP/PROI	0	89,570	52,500	142,070
07482	PREDATOR OIL BC ET AL INGA A- 047-B/094-A-1		SUSP/MGAS/PROI	0	110,630	52,500	163,130
07507	PREDATOR OIL BC BUICK A10-22-088-19		ACT/MGAS/PROD	57,722	103,550	52,500	156,050
07534	PREDATOR OIL BC ET AL BUICK A07-24-088-20		ACT/MGAS/PROD	72,447	70,850	52,500	123,350
07545	PREDATOR OIL BC HELMET C- 032-G/094-P-10		ACT/GAS/PROD	143,986	71,200	74,100	145,300
07690	PREDATOR OIL BC W BUICK B-A070-E/094-A-14		ACT/GAS/PROD	0	68,900	52,500	121,400
07698	PREDATOR OIL BC ET AL RIGEL 07-12-088-17		SUSP/MOIL/PROD	0	89,570	52,500	142,070
07718	PREDATOR OIL BC ET AL INGA A-A005-B/094-A-		SUSP/MGAS/PROI	0	110,630	52,500	163,130
07724	PREDATOR OIL BC ET AL BUICK 07-25-088-19		ACT/GAS/PROD	28,179	54,500	52,500	107,000
07767	PREDATOR OIL BC ET AL RIGEL 03-07-088-16		SUSP/GCAP/PROI	0	68,900	52,500	121,400
07810	PREDATOR OIL BC HOSSITL A- 003-J/094-P-14		ABAN/GAS/PROD	0	0	58,000	58,000
07814	PREDATOR OIL BC HOSSITL B- 069-A/094-P-14		ABAN/GAS/PROD	0	0	58,000	58,000
07823	PREDATOR OIL BC HELMET D- 096-G/094-P-10		ACT/GAS/PROD	56,176	71,200	74,100	145,300
07966	PREDATOR OIL BC ET AL INGA C- 026-B/094-A-1		SUSP/GAS/PROD	0	68,900	52,500	121,400
08023	PREDATOR OIL BC FIREBIRD D- 002-H/094-H-03		SUSP/MOG/PROD	0	70,850	52,500	123,350
08095	PREDATOR OIL BC FIREBIRD B- 088-A/094-H-03		ACT/GAS/PROD	86,446	70,850	40,600	111,450
08100	PREDATOR OIL BC FIREBIRD A- 003-H/094-H-03		ACT/GAS/PROD	221,342	70,850	52,500	123,350
08166	PREDATOR OIL BC BUICK 04-28-088-19		ACT/GAS/PROD	7,999	70,850	52,500	123,350
08255	PREDATOR OIL BC BUICK 16-30-088-19		ACT/GAS/PROD	9,181	70,850	52,500	123,350
08268	PREDATOR OIL BC FIREWEED C- 035-A/094-A-1		SUSP/MGAS/PROI	0	110,240	52,500	162,740
08278	PREDATOR OIL BC MONTNEY 13-30-086-18		ACT/GAS/PROD	1,909	70,850	52,500	123,350
08327	PREDATOR OIL BC HOSSITL A- 072-G/094-P-14		ABAN/GAS/PROD	0	0	58,000	58,000
08411	PREDATOR OIL BC STODDART 01-15-086-19		ACT/GAS/PROD	151,894	54,500	52,500	107,000
08415	PREDATOR OIL BC HZ FIREWEED A- 036-A/094-A		COMP/GAS/UND	0	89,570	52,500	142,070

Well Liability Summary — T - Indicates Well Operator Transfer In Process

WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
08485	PREDATOR OIL BC PETRO ET AL CLARKE C- 022		ABAN/UND/UND	0	0	46,100	46,100
08567	PREDATOR OIL BC HZ FIREWEED C- 024-A/094-A		ACT/GAS/PROD	128,896	54,500	52,500	107,000
08607	PREDATOR OIL BC MONTNEY 01-04-087-18		ABAN/UND/UND	0	0	52,500	52,500
08681	PREDATOR OIL BC MONTNEY 09-25-086-19		ACT/GAS/PROD	16,635	70,850	52,500	123,350
08724	PREDATOR OIL BC ET AL W BUICK D- 039-E/094-		ACT/MGAS/PROD	0	70,850	52,500	123,350
08814	PREDATOR OIL BC FT ST JOHN 08-35-083-18		ACT/OIL/PROD	0	54,500	52,500	107,000
08888	PREDATOR OIL BC W BUICK A- 081-D/094-A-14		SUSP/UND/UND	0	70,850	30,700	101,550
08889	PREDATOR OIL BC ET AL HZ W BUICK B-A023-E/0		ACT/GAS/PROD	566,943	68,900	52,500	121,400
09232	PREDATOR OIL BC HELMET D- 075-A/094-P-11		SUSP/GAS/PROD	0	71,200	74,100	145,300
09233	PREDATOR OIL BC HELMET B- 066-H/094-P-11		COMP/UND/UND	0	92,560	74,100	166,660
09239	PREDATOR OIL BC ET AL LAPRISE B- 099-F/094-		ACT/GAS/PROD	1,042,532	54,500	52,500	107,000
09263	PREDATOR OIL BC ET AL FIREWEED A- 033-A/09		ACT/GAS/PROD	230,795	54,500	52,500	107,000
09416	PREDATOR OIL BC ET AL HZ INGA C- 005-B/094-A		SUSP/GAS/UND	0	54,500	30,700	85,200
09450	PREDATOR OIL BC ET AL HZ INGA D- 021-B/094-A		SUSP/GAS/UND	0	54,500	30,700	85,200
09455	PREDATOR OIL BC STODDART 02-12-086-19		SUSP/OIL/PROD	0	54,500	52,500	107,000
09498	PREDATOR OIL BC FIREBIRD D- 064-A/094-H-03		ABAN/UND/UND	0	0	6,140	6,140
09499	PREDATOR OIL BC HZ FT ST JOHN SE 14-04-083		ACT/GAS/PROD	187,254	68,900	52,500	121,400
09560	PREDATOR OIL BC FT ST JOHN SE A04-09-083-		ACT/GAS/PROD	394,142	68,900	52,500	121,400
09603	PREDATOR OIL BC HELMET A- 078-A/094-P-11		SUSP/GAS/PROD	0	71,200	74,100	145,300
09604	PREDATOR OIL BC HELMET B- 096-A/094-P-11		SUSP/GAS/PROD	0	71,200	74,100	145,300
09612	PREDATOR OIL BC FT ST JOHN 02-23-083-18		SUSP/MOG/PROD	0	70,850	52,500	123,350
09621	PREDATOR OIL BC RIGEL A- 066-I/094-A-10		SUSP/GAS/PROD	0	68,900	52,500	121,400
09655	PREDATOR OIL BC STODDART 06-12-086-19		ACT/OIL/PROD	119,352	54,500	52,500	107,000
09684	PREDATOR OIL BC FT ST JOHN 10-35-083-18		SUSP/WATR/UND	0	54,500	30,700	85,200
09690	PREDATOR OIL BC HOSSITL B-A082-G/094-P-14		ABAN/UND/UND	0	12,500	9,220	21,720
09710	PREDATOR OIL BC HZ FT ST JOHN SE 15-32-082		ACT/GAS/PROD	122,988	68,900	52,500	121,400
09749	PREDATOR OIL BC ET AL RIGEL 10-01-087-17		ABAN/UND/UND	0	0	30,700	30,700
09754	PREDATOR OIL BC HZ FT ST JOHN 11-15-084-1		ACT/GAS/PROD	0	68,900	52,500	121,400
09756	PREDATOR OIL BC FIREBIRD C- 005-E/094-H-02		SUSP/UND/UND	0	70,850	30,700	101,550
09763	PREDATOR OIL BC ET AL FIREWEED B- 035-H/09		ACT/GAS/PROD	0	54,500	52,500	107,000
09821	PREDATOR OIL BC W WEASEL B- 038-C/094-H-		CASE/UND/UND	0	7,500	30,700	38,200
09829	PREDATOR OIL BC BUICK D- 054-H/094-A-14		ABAN/UND/UND	0	0	30,700	30,700
09861	PREDATOR OIL BC HELMET C- 082-B/094-P-11		CASE/UND/UND	0	12,500	46,100	58,600
09877	PREDATOR OIL BC OWL 09-18-086-18		ABAN/UND/UND	0	0	30,700	30,700
09920	PREDATOR OIL BC ET AL RIGEL 13-07-088-16		ABAN/UND/UND	0	0	30,700	30,700
09930	PREDATOR OIL BC HZ W BUICK A- 034-E/094-A-		ACT/GAS/PROD	0	68,900	52,500	121,400
09948	PREDATOR OIL BC RIGEL 05-28-088-17		ACT/GAS/PROD	0	70,850	52,500	123,350
09970	PREDATOR OIL BC FT ST JOHN 04-29-083-18		ACT/GAS/PROD	121,806	161,690	52,500	214,190
09973	PREDATOR OIL BC WILDER 12-34-083-19		ABAN/UND/UND	0	0	30,700	30,700
10003	PREDATOR OIL BC BUICK A- 084-H/094-A-14		ABAN/UND/UND	0	0	30,700	30,700
10048	PREDATOR OIL BC HZ AIRPORT 10-33-083-17		SUSP/GAS/UND	0	54,500	30,700	85,200
10085	PREDATOR OIL BC HELMET C- 020-H/094-P-11		SUSP/GAS/PROD	0	71,200	74,100	145,300
10086	PREDATOR OIL BC HELMET B- 026-H/094-P-11		ACT/GAS/PROD	4,091	71,200	74,100	145,300
10220	PREDATOR OIL BC HELMET A- 093-A/094-P-11		SUSP/GAS/PROD	0	71,200	74,100	145,300
10222	PREDATOR OIL BC ETSET C- 097-F/094-P-11		COMP/GAS/UND	0	71,200	46,100	117,300
10232	PREDATOR OIL BC ET AL BUICK 10-36-088-19		SUSP/UND/UND	0	54,500	30,700	85,200
10260	PREDATOR OIL BC MUSKRAT 02-17-087-18		ABAN/UND/UND	0	0	30,700	30,700

Well Liability Summary			T - Indicates Well Operator Transfer In Process				
WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
10274	PREDATOR OIL BC HZ FIREWEED D- 067-A/094-A		ACT/MGAS/PROD	271,427	89,570	52,500	142,070
10275	PREDATOR OIL BC BUICK 14-14-088-19		ACT/GAS/PROD	112,989	70,850	52,500	123,350
10318	PREDATOR OIL BC ET AL HZ ORION D- 080-E/094		CASE/UND/UND	0	12,500	46,100	58,600
10325	PREDATOR OIL BC FIREBIRD C- 016-E/094-H-02		ACT/GAS/PROD	700,385	54,500	52,500	107,000
10378	PREDATOR OIL BC ET AL LAPRISE B- 011-L/094-		ACT/GAS/PROD	311,060	54,500	52,500	107,000
10381	PREDATOR OIL BC STODDART 12-12-086-19		SUSP/OIL/PROD	0	54,500	52,500	107,000
10384	PREDATOR OIL BC HELMET D- 057-G/094-P-11		SUSP/GAS/PROD	0	71,200	74,100	145,300
10448	PREDATOR OIL BC ET AL MUSKRAT 04-26-087-		ABAN/GAS/PROD	0	0	40,600	40,600
10530	PREDATOR OIL BC STODDART 01-13-086-19		COMP/UND/UND	0	54,500	30,700	85,200
10556	PREDATOR OIL BC FT ST JOHN 02-26-083-18		ACT/GAS/PROD	0	54,500	52,500	107,000
10567	PREDATOR OIL BC PARKLAND 01-36-081-15		SUSP/UND/UND	0	82,600	30,700	113,300
10594	PREDATOR OIL BC FIREWEED C-A024-A/094-A-		ACT/GAS/PROD	122,079	54,500	10,500	65,000
10597	PREDATOR OIL BC HZ FT ST JOHN SE A08-05-08		ACT/GAS/PROD	6,636	70,850	52,500	123,350
10630	PREDATOR OIL BC FIREWEED A- 077-A/094-A-1		SUSP/GAS/PROD	0	85,100	52,500	137,600
10642	PREDATOR OIL BC FT ST JOHN 10-04-084-19		ACT/MGAS/PROD	0	89,570	52,500	142,070
10674	PREDATOR OIL BC BEAR FLAT 06-28-084-20		CANC/UND/UND	0	0	10,000	10,000
10714	PREDATOR OIL BC HZ FT ST JOHN A04-29-083-1		SUSP/GAS/PROD	0	85,100	8,120	93,220
10718	PREDATOR OIL BC STODDART 05-13-086-19		ACT/OIL/PROD	72,993	70,850	52,500	123,350
10773	PREDATOR OIL BC FT ST JOHN A14-15-083-18		SUSP/MOG/PROD	0	103,550	52,500	156,050
10852	PREDATOR OIL BC HZ HELMET B- 052-A/094-P-1		ACT/GAS/PROD	327,422	71,200	74,100	145,300
10853	PREDATOR OIL BC HZ HELMET C- 057-A/094-P-		ACT/GAS/PROD	582,669	56,600	74,100	130,700
10855	PREDATOR OIL BC HZ HELMET C- 098-A/094-P-		ACT/GAS/PROD	8,545	71,200	74,100	145,300
10856	PREDATOR OIL BC HZ HELMET A- 001-G/094-P-		SUSP/GAS/PROD	0	71,200	74,100	145,300
10857	PREDATOR OIL BC HZ HELMET A- 005-H/094-P-		SUSP/GAS/PROD	0	71,200	74,100	145,300
10859	PREDATOR OIL BC HZ HELMET D- 028-H/094-P-		ACT/GAS/PROD	296,152	71,200	74,100	145,300
10860	PREDATOR OIL BC HZ HELMET A- 038-H/094-P-		ACT/GAS/PROD	235,249	71,200	74,100	145,300
10861	PREDATOR OIL BC HZ HELMET A- 049-H/094-P-		SUSP/GAS/PROD	0	71,200	74,100	145,300
10915	PREDATOR OIL BC FT ST JOHN 16-07-083-18		SUSP/UND/UND	0	54,500	30,700	85,200
10916	PREDATOR OIL BC FT ST JOHN 08-08-083-18		ACT/MGAS/PROD	0	119,900	52,500	172,400
10919	PREDATOR OIL BC ET AL ORION B- 081-I/094-I-1		SUSP/GAS/UND	0	114,400	46,100	160,500
11025	PREDATOR OIL BC MERCURY A- 075-B/094-H-1		ABAN/UND/UND	0	0	46,100	46,100
11050	PREDATOR OIL BC FIREBIRD C- 087-D/094-H-02		ABAN/UND/UND	0	0	30,700	30,700
11051	PREDATOR OIL BC DONIS D- 025-E/094-H-02		ACT/GAS/PROD	103,990	87,200	52,500	139,700
11052	PREDATOR OIL BC DONIS C- 031-E/094-H-02		ACT/GAS/PROD	60,812	54,500	52,500	107,000
11069	PREDATOR OIL BC FIREBIRD A- 054-D/094-H-02		ACT/GAS/PROD	13,999	54,500	52,500	107,000
11134	PREDATOR OIL BC MONTNEY 11-31-086-18		ACT/GAS/PROD	136,259	70,850	52,500	123,350
11187	PREDATOR OIL BC BEAR FLAT 12-27-084-20		COMP/GAS/UND	0	109,600	52,500	162,100
11195	PREDATOR OIL BC ET AL MUSKRAT 01-27-087-		SUSP/OIL/PROD	0	68,900	52,500	121,400
11196	PREDATOR OIL BC ET AL MUSKRAT 06-27-087-		ABAN/UND/UND	0	0	30,700	30,700
11256	PREDATOR OIL BC STODDART 08-14-086-19		SUSP/UND/UND	0	54,500	30,700	85,200
11257	PREDATOR OIL BC STODDART 11-19-086-18		ACT/OIL/PROD	49,177	54,500	52,500	107,000
11303	PREDATOR OIL BC HELMET B- 019-B/094-P-11		CANC/UND/UND	0	0	15,000	15,000
11392	PREDATOR OIL BC FIREWEED D- 082-B/094-A-1		ABAN/GAS/UND	0	0	30,700	30,700
11448	PREDATOR OIL BC STODDART 01-24-086-19		ABAN/UND/UND	0	0	30,700	30,700
11452	PREDATOR OIL BC BEAR FLAT 10-33-084-20		SUSP/GAS/PROD	0	85,100	52,500	137,600
11454	PREDATOR OIL BC STODDART 15-19-086-18		SUSP/MOIL/PROD	0	70,850	52,500	123,350
11460	PREDATOR OIL BC HZ WILDER 13-27-083-19		ACT/GAS/PROD	0	89,570	52,500	142,070

Well Liability Summary		T - Indicates Well Operator Transfer In Process					
WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
11462	PREDATOR OIL BC ET AL HZ FIREWEED C- 063-G		SUSP/GAS/PROD	0	54,500	52,500	107,000
11477	PREDATOR OIL BC RIGEL B- 041-A/094-A-15		CANC/UND/UND	0	0	10,000	10,000
11507	PREDATOR OIL BC RIGEL B- 072-A/094-A-15		ABAN/UND/UND	0	0	30,700	30,700
11551	PREDATOR OIL BC BEAR FLAT 15-28-084-20		SUSP/GAS/PROD	0	68,900	52,500	121,400
11673	PREDATOR OIL BC HELMET A-A049-H/094-P-11		SUSP/MGAS/PROI	0	73,580	14,820	88,400
11674	PREDATOR OIL BC HELMET C-A057-A/094-P-11		ACT/GAS/PROD	1,311,505	56,600	14,820	71,420
11675	PREDATOR OIL BC HZ HELMET A- 065-A/094-P-1		ACT/GAS/PROD	179,528	71,200	74,100	145,300
11676	PREDATOR OIL BC HZ HELMET C- 045-A/094-P-		SUSP/GAS/PROD	0	71,200	74,100	145,300
11677	PREDATOR OIL BC HZ HELMET C- 073-A/094-P-		ACT/GAS/PROD	64,539	71,200	74,100	145,300
11678	PREDATOR OIL BC HZ HELMET A- 080-A/094-P-1		COMP/GAS/UND	0	71,200	46,100	117,300
11679	PREDATOR OIL BC HZ HELMET A- 040-H/094-P-		ACT/GAS/PROD	205,616	71,200	74,100	145,300
11705	PREDATOR OIL BC HELMET A- 059-G/094-P-11		ACT/GAS/PROD	0	71,200	74,100	145,300
11706	PREDATOR OIL BC HELMET D- 078-G/094-P-11		ACT/GAS/PROD	73,993	92,560	74,100	166,660
11707	PREDATOR OIL BC HZ HELMET B- 032-G/094-P-		SUSP/GAS/PROD	0	71,200	74,100	145,300
11708	PREDATOR OIL BC HELMET C- 039-B/094-P-11		ABAN/UND/UND	0	0	46,100	46,100
11709	PREDATOR OIL BC HZ HELMET B- 061-G/094-P-		ACT/GAS/PROD	207,525	158,400	74,100	232,500
11710	PREDATOR OIL BC HZ HELMET D- 037-G/094-P-		ACT/GAS/PROD	358,237	71,200	74,100	145,300
11768	PREDATOR OIL BC HELMET B- 076-G/094-P-10		ACT/GAS/PROD	3,727	71,200	74,100	145,300
11769	PREDATOR OIL BC HELMET A- 097-A/094-P-11		ACT/GAS/PROD	0	71,200	74,100	145,300
11770	PREDATOR OIL BC HZ HELMET C- 015-G/094-P-		ACT/GAS/PROD	488,769	71,200	74,100	145,300
11771	PREDATOR OIL BC HZ HELMET B- 052-G/094-P-		SUSP/GAS/PROD	0	71,200	74,100	145,300
11772	PREDATOR OIL BC HZ HELMET A- 007-H/094-P-		ACT/GAS/PROD	357,964	71,200	74,100	145,300
11773	PREDATOR OIL BC HELMET B- 062-G/094-P-10		SUSP/GAS/PROD	0	71,200	74,100	145,300
11774	PREDATOR OIL BC HELMET B- 064-G/094-P-10		SUSP/GAS/PROD	0	71,200	74,100	145,300
11778	PREDATOR OIL BC W STODDART 06-04-085-20		SUSP/GAS/PROD	0	68,900	52,500	121,400
11981	PREDATOR OIL BC ETSET B- 009-F/094-P-11		ABAN/GAS/UND	0	0	46,100	46,100
11982	PREDATOR OIL BC HZ HELMET D- 041-A/094-P-		ACT/GAS/PROD	82,174	71,200	74,100	145,300
12048	PREDATOR OIL BC FIREBIRD C- 098-D/094-H-02		ACT/GAS/PROD	83,446	42,300	40,600	82,900
12049	PREDATOR OIL BC BUICK 09-29-088-19		ABAN/GAS/UND	0	0	30,700	30,700
12050	PREDATOR OIL BC OSPREY B- 016-C/094-H-02		ABAN/UND/UND	0	0	30,700	30,700
12054	PREDATOR OIL BC W BEATTON C- 008-K/094-H		ABAN/UND/UND	0	0	30,700	30,700
12070	PREDATOR OIL BC HELMET D- 010-A/094-P-15		ACT/GAS/PROD	0	71,200	74,100	145,300
12071	PREDATOR OIL BC THETLAANDOA C- 054-A/094		ABAN/UND/UND	0	0	46,100	46,100
12072	PREDATOR OIL BC THETLAANDOA C- 054-L/094		ABAN/UND/UND	0	0	46,100	46,100
12088	PREDATOR OIL BC HZ SILVERBERRY A04-07-088		CASE/UND/UND	0	70,850	40,600	111,450
12097	PREDATOR OIL BC ET AL DOE 02-03-081-14		SUSP/GAS/UND	0	68,500	30,700	99,200
12122	PREDATOR OIL BC FT ST JOHN 03-17-083-18		COMP/GAS/UND	0	67,680	52,500	120,180
12130	PREDATOR OIL BC HELMET C-A045-A/094-P-11		ACT/WATR/DISP	0	56,600	14,820	71,420
12133	PREDATOR OIL BC HZ HELMET B- 063-F/094-P-1		ACT/GAS/PROD	276,972	71,200	74,100	145,300
12134	PREDATOR OIL BC THETLAANDOA B- 064-L/094		SUSP/GAS/PROD	0	56,600	74,100	130,700
12150	PREDATOR OIL BC HZ STODDAR A05-13-086-19		SUSP/GAS/PROD	0	54,500	10,500	65,000
12152	PREDATOR OIL BC BUICK B-A004-B/094-A-14		ACT/GAS/PROD	0	54,500	52,500	107,000
12153	PREDATOR OIL BC BUICK C-A014-B/094-A-14		SUSP/GAS/PROD	0	54,500	52,500	107,000
12194	PREDATOR OIL BC HELMET B-A052-A/094-P-11		ACT/WATR/DISP	0	56,600	14,820	71,420
12257	PREDATOR OIL BC OSPREY C- 100-K/094-A-15		SUSP/MGAS/PROI	0	70,850	30,700	101,550
12293	PREDATOR OIL BC HZ HELMET A- 035-G/094-P-		SUSP/GAS/PROD	0	71,200	74,100	145,300
12294	PREDATOR OIL BC HZ HELMET C- 089-G/094-P-		ACT/GAS/PROD	246,339	71,200	74,100	145,300

Well Liability Summary			T - Indicates Well Operator Transfer in Process				
WA#	**Well Name**	**T**	**Well Status**	**Production Asset ($)**	**Abandonment Cost ($)**	**Reclamation Cost ($)**	**Total Cost ($)**
12295	PREDATOR OIL BC HZ HELMET C- 071-F/094-P-1		ACT/GAS/PROD	145,985	71,200	74,100	145,300
12296	PREDATOR OIL BC HELMET A- 013-G/094-P-11		CASE/UND/UND	0	71,200	74,100	145,300
12297	PREDATOR OIL BC HZ HELMET A- 097-G/094-P-		ACT/GAS/PROD	262,519	71,200	74,100	145,300
12298	PREDATOR OIL BC HZ HELMET A- 068-G/094-P-		ACT/GAS/PROD	319,150	71,200	74,100	145,300
12299	PREDATOR OIL BC HZ HELMET D- 065-G/094-P-		CASE/UND/UND	0	71,200	74,100	145,300
12304	PREDATOR OIL BC BUICK C- 040-A/094-A-14		SUSP/GAS/PROD	0	54,500	52,500	107,000
12306	PREDATOR OIL BC BUICK C- 098-A/094-A-14		ABAN/UND/UND	0	0	30,700	30,700
12383	PREDATOR OIL BC ET AL CHINCHAGA C- 093-J/0		ABAN/UND/UND	0	0	30,700	30,700
12403	PREDATOR OIL BC STODDART 07-23-086-19		ABAN/UND/UND	0	0	30,700	30,700
12410	PREDATOR OIL BC BEAR FLAT A15-28-084-20		SUSP/GAS/PROD	0	85,100	52,500	137,600
12453	PREDATOR OIL BC HZ HELMET D- 070-H/094-P-		ACT/GAS/PROD	173,528	71,200	74,100	145,300
12454	PREDATOR OIL BC HZ HELMET A- 044-G/094-P-		SUSP/GAS/PROD	0	71,200	74,100	145,300
12455	PREDATOR OIL BC HZ HELMET B- 071-A/094-P-1		SUSP/GAS/PROD	0	71,200	74,100	145,300
12456	PREDATOR OIL BC HZ HELMET D- 083-G/094-P-		ACT/GAS/PROD	85,901	71,200	74,100	145,300
12458	PREDATOR OIL BC HELMET A- 036-J/094-P-11		SUSP/GAS/PROD	0	71,200	74,100	145,300
12467	PREDATOR OIL BC HZ HELMET A- 034-A/094-P-1		SUSP/UND/DISP	0	92,560	74,100	166,660
12468	PREDATOR OIL BC HZ HELMET A- 085-G/094-P-		SUSP/GAS/PROD	0	71,200	74,100	145,300
12469	PREDATOR OIL BC HZ HELMET B- 040-G/094-P-		ACT/GAS/PROD	343,420	71,200	74,100	145,300
12470	PREDATOR OIL BC HZ HELMET B- 018-G/094-P-		ACT/GAS/PROD	319,604	71,200	74,100	145,300
12471	PREDATOR OIL BC HZ HELMET A- 018-J/094-P-1		SUSP/GAS/PROD	0	71,200	74,100	145,300
12472	PREDATOR OIL BC W BEATTON D- 083-E/094-H		ABAN/UND/UND	0	0	30,700	30,700
12474	PREDATOR OIL BC ET AL BUICK B- 088-E/094-A-		ABAN/UND/UND	0	0	30,700	30,700
12659	PREDATOR OIL BC HELMET A- 077-A/094-P-11		ACT/GAS/PROD	52,904	56,600	74,100	130,700
12660	PREDATOR OIL BC STODDART 16-30-086-19		ABAN/UND/UND	0	7,500	30,700	38,200
12692	PREDATOR OIL BC HELMET A-A040-H/094-P-11		ABAN/UND/UND	0	12,500	9,220	21,720
12793	PREDATOR OIL BC HELMET D- 065-B/094-P-11		SUSP/GAS/UND	0	71,200	46,100	117,300
12827	PREDATOR OIL BC HELMET C- 007-B/094-P-11		SUSP/GAS/PROD	0	56,600	74,100	130,700
12828	PREDATOR OIL BC HELMET C- 060-B/094-P-11		ABAN/UND/UND	0	0	46,100	46,100
12846	PREDATOR OIL BC HELMET B- 085-C/094-P-11		COMP/UND/UND	0	71,200	46,100	117,300
12847	PREDATOR OIL BC ETSET C- 094-D/094-P-11		ACT/GAS/PROD	341,966	71,200	74,100	145,300
12849	PREDATOR OIL BC FIREBIRD D-A061-D/094-H-0		ACT/GAS/PROD	192,890	54,500	52,500	107,000
12850	PREDATOR OIL BC FIREBIRD A- 063-D/094-H-02		ACT/GAS/PROD	219,433	54,500	52,500	107,000
12852	PREDATOR OIL BC THETLAANDOA D- 051-K/094		ACT/GAS/PROD	92,354	71,200	74,100	145,300
12870	PREDATOR OIL BC THETLAANDOA A- 012-A/094		ABAN/UND/UND	0	12,500	46,100	58,600
12872	PREDATOR OIL BC THETLAANDOA D- 086-I/094-		SUSP/GAS/PROD	0	56,600	74,100	130,700
12873	PREDATOR OIL BC THETLAANDOA C- 048-D/094		SUSP/GAS/PROD	0	71,200	74,100	145,300
12900	PREDATOR OIL BC BUICK B- 030-A/094-A-14		SUSP/OIL/PROD	0	54,500	52,500	107,000
12906	PREDATOR OIL BC THETLAANDOA B- 043-L/094		ACT/GAS/PROD	416,867	56,600	74,100	130,700
12916	PREDATOR OIL BC SILVER A- 028-K/094-H-06		ABAN/UND/UND	0	0	30,700	30,700
12964	PREDATOR OIL BC BUICK D- 025-B/094-A-14		ACT/MGAS/PROD	0	89,570	52,500	142,070
12967	PREDATOR OIL BC HELMET A- 076-F/094-P-11		COMP/UND/UND	0	92,560	46,100	138,660
13088	PREDATOR OIL BC ET AL BUICK 12-17-088-19		ABAN/GAS/UND	0	0	52,500	52,500
13196	PREDATOR OIL BC BUICK C- 013-B/094-A-14		SUSP/GAS/UND	0	116,900	30,700	147,600
13215	PREDATOR OIL BC BUICK A- 094-J/094-A-11		SUSP/GAS/UND	0	54,500	30,700	85,200
13396	PREDATOR OIL BC HZ THETLAANDOA B- 059-J/0		SUSP/UND/UND	0	12,500	46,100	58,600
13397	PREDATOR OIL BC HZ THETLAANDOA D- 052-K/0		ACT/GAS/PROD	138,441	71,200	74,100	145,300
13398	PREDATOR OIL BC HZ THETLAANDOA D- 041-K/0		ACT/GAS/PROD	112,262	71,200	74,100	145,300

Well Liability Summary			T - Indicates Well Operator Transfer In Process				
WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
13399	PREDATOR OIL BC HELMET D- 048-C/094-P-11		COMP/GAS/UND	0	71,200	46,100	117,300
13400	PREDATOR OIL BC HZ HELMET C- 005-G/094-P-		ACT/GAS/PROD	376,690	71,200	74,100	145,300
13401	PREDATOR OIL BC HZ THETLAANDOA B- 081-K/0		CASE/UND/UND	0	12,500	46,100	58,600
13402	PREDATOR OIL BC HZ THETLAANDOA B- 079-J/0		SUSP/UND/UND	0	12,500	46,100	58,600
13427	PREDATOR OIL BC HZ THETLAANDOA C- 063-K/0		ACT/GAS/PROD	429,684	71,200	74,100	145,300
13430	PREDATOR OIL BC HZ THETLAANDOA B- 071-K/0		SUSP/GAS/PROD	0	71,200	74,100	145,300
13431	PREDATOR OIL BC HZ HELMET D- 060-D/094-P-		SUSP/GAS/PROD	0	71,200	74,100	145,300
13432	PREDATOR OIL BC HZ THETLAANDOA D- 038-J/0		SUSP/UND/UND	0	12,500	46,100	58,600
13440	PREDATOR OIL BC HZ HELMET A- 016-J/094-P-1		ACT/GAS/PROD	83,719	71,200	74,100	145,300
13444	PREDATOR OIL BC HZ HELMET D- 010-J/094-P-1		ACT/GAS/PROD	39,451	71,200	74,100	145,300
13449	PREDATOR OIL BC HELMET C- 025-C/094-P-11		ACT/GAS/PROD	83,083	71,200	74,100	145,300
13450	PREDATOR OIL BC THETLAANDOA D- 052-A/094		ABAN/MGAS/PROI	0	0	74,100	74,100
13456	PREDATOR OIL BC HZ HELMET C- 081-G/094-P-		SUSP/GAS/PROD	0	71,200	74,100	145,300
13457	PREDATOR OIL BC THETLAANDOA C- 034-I/094-		SUSP/GAS/PROD	0	56,600	74,100	130,700
13458	PREDATOR OIL BC THETLAANDOA D- 037-D/094		SUSP/GAS/PROD	0	56,600	74,100	130,700
13459	PREDATOR OIL BC HZ HELMET B- 014-J/094-P-1		ACT/GAS/PROD	36,087	71,200	74,100	145,300
13460	PREDATOR OIL BC HELMET C- 088-A/094-P-11		COMP/GAS/UND	0	56,600	46,100	102,700
13461	PREDATOR OIL BC THETLAANDOA C- 068-I/094-		ABAN/UND/UND	0	0	46,100	46,100
13462	PREDATOR OIL BC THETLAANDOA A- 001-K/094		ACT/GAS/PROD	1,258,601	179,760	74,100	253,860
13463	PREDATOR OIL BC THETLAANDOA C- 024-L/094		ACT/WATR/DISP	0	56,600	74,100	130,700
13464	PREDATOR OIL BC THETLAANDOA B- 053-D/094		SUSP/UND/UND	0	12,500	46,100	58,600
13495	PREDATOR OIL BC THETLAANDOA C- 022-L/094		COMP/GAS/UND	0	56,600	46,100	102,700
13496	PREDATOR OIL BC THETLAANDOA B- 001-L/094		COMP/GAS/UND	0	56,600	46,100	102,700
13497	PREDATOR OIL BC THETLAANDOA C- 066-L/094		ACT/GAS/PROD	602,213	56,600	74,100	130,700
13498	PREDATOR OIL BC THETLAANDOA B- 039-K/094		SUSP/GAS/PROD	0	143,800	74,100	217,900
13499	PREDATOR OIL BC HZ THETLAANDOA B- 057-J/0		COMP/UND/UND	0	71,200	46,100	117,300
13500	PREDATOR OIL BC HZ HELMET D- 029-J/094-P-1		ACT/GAS/PROD	306,242	71,200	74,100	145,300
13501	PREDATOR OIL BC HZ HELMET C- 011-K/094-P-		ACT/GAS/PROD	319,786	71,200	74,100	145,300
13502	PREDATOR OIL BC HZ HELMET C- 088-H/094-P-		ACT/GAS/PROD	24,270	71,200	74,100	145,300
13518	PREDATOR OIL BC HZ HELMET A- 068-H/094-P-		ACT/GAS/PROD	170,074	71,200	74,100	145,300
13519	PREDATOR OIL BC HZ HELMET C- 091-F/094-P-1		ACT/GAS/PROD	162,166	71,200	74,100	145,300
13588	PREDATOR OIL BC HZ HELMET C- 004-K/094-P-		SUSP/GAS/PROD	0	71,200	74,100	145,300
13650	PREDATOR OIL BC ET AL WILDER A08-19-083-19		SUSP/GAS/PROD	0	68,900	8,120	77,020
13661	PREDATOR OIL BC CONROY C- 087-H/094-H-12		ABAN/UND/UND	0	0	46,100	46,100
13676	PREDATOR OIL BC ET AL HELMET A- 012-B/094-		ACT/GAS/PROD	0	71,200	74,100	145,300
13677	PREDATOR OIL BC ET AL HELMET A- 090-I/094-P		ACT/GAS/PROD	0	71,200	74,100	145,300
13787	PREDATOR OIL BC FIREBIRD A- 074-D/094-H-02		ACT/OIL/PROD	44,723	54,500	52,500	107,000
13788	PREDATOR OIL BC FIREBIRD A- 009-E/094-H-02		ACT/GAS/PROD	135,805	42,300	40,600	82,900
13801	PREDATOR OIL BC ETSET C- 010-K/094-P-11		SUSP/GAS/PROD	0	71,200	74,100	145,300
13804	PREDATOR OIL BC STODDART A06-31-085-18		SUSP/GAS/PROD	0	54,500	8,120	62,620
13907	PREDATOR OIL BC STODDART 09-30-085-18		ACT/GAS/PROD	0	68,500	52,500	121,000
14012	PREDATOR OIL BC ET AL FIREWEED A-A077-A/0		SUSP/GAS/PROD	0	68,900	52,500	121,400
14015	PREDATOR OIL BC STODDART 06-34-085-19		ACT/GAS/PROD	66,175	54,500	52,500	107,000
14039	PREDATOR OIL BC THETLAANDOA D- 087-K/094		ACT/GAS/PROD	488,406	71,200	74,100	145,300
14042	PREDATOR OIL BC ET AL FIREWEED D- 099-B/09		ACT/GAS/PROD	0	54,500	52,500	107,000
14046	PREDATOR OIL BC MONTNEY 16-26-086-19		ACT/GAS/PROD	147,440	54,500	52,500	107,000
14062	PREDATOR OIL BC ET AL FIREWEED A- 053-A/09		ACT/GAS/PROD	27,543	54,500	52,500	107,000

Well Liability Summary			T - Indicates Well Operator Transfer in Process				
WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
14096	PREDATOR OIL BC WILDER A13-27-083-19		ACT/GAS/PROD	0	89,050	52,500	141,550
14117	PREDATOR OIL BC FT ST JOHN B11-15-084-19		COMP/UND/UND	0	171,250	40,600	211,850
14127	PREDATOR OIL BC FT ST JOHN A11-15-084-19		SUSP/MGAS/UND	0	70,850	6,140	76,990
14187	PREDATOR OIL BC FORT ST JOHN A15-32-082-		ACT/GAS/PROD	13,908	110,240	52,500	162,740
14210	PREDATOR OIL BC FIREWEED D-A075-A/094-A-		SUSP/GAS/UND	0	116,900	30,700	147,600
14212	PREDATOR OIL BC ET AL FIREWEED B- 017-H/09		COMP/GAS/UND	0	54,500	30,700	85,200
14247	PREDATOR OIL BC BUICK 14-18-088-19		SUSP/GAS/UND	0	70,850	30,700	101,550
14270	PREDATOR OIL BC MONTNEY 10-30-086-18		ACT/GAS/PROD	18,544	54,500	52,500	107,000
14332	PREDATOR OIL BC ET AL FIREWEED B-A006-D/0		CASE/UND/UND	0	7,500	6,140	13,640
14371	PREDATOR OIL BC FT ST JOHN 10-20-083-18		ACT/GAS/PROD	617,484	68,900	52,500	121,400
14372	PREDATOR OIL BC FORT ST JOHN 08-22-083-1		COMP/GAS/UND	0	149,600	30,700	180,300
14416	PREDATOR OIL BC THETLAANDOA D- 080-I/094-		ABAN/UND/UND	0	0	46,100	46,100
14417	PREDATOR OIL BC HELMET A- 004-B/094-P-11		ACT/GAS/PROD	169,619	56,600	74,100	130,700
14501	PREDATOR OIL BC HZ HELMET D- 042-H/094-P-		ACT/GAS/PROD	91,173	71,200	74,100	145,300
14502	PREDATOR OIL BC HZ HELMET D- 064-H/094-P-		ACT/GAS/PROD	14,908	71,200	74,100	145,300
14503	PREDATOR OIL BC HZ HELMET C- 071-H/094-P-		ACT/GAS/PROD	159,893	92,560	58,000	150,560
14505	PREDATOR OIL BC HELMET B-A061-G/094-P-11		SUSP/GAS/PROD	0	56,600	14,820	71,420
14507	PREDATOR OIL BC THETLAANDOA B- 037-K/094		ACT/GAS/PROD	60,994	92,560	74,100	166,660
14508	PREDATOR OIL BC THETLAANDOA D- 029-K/094		COMP/GAS/UND	0	73,580	74,100	147,680
14509	PREDATOR OIL BC THETLAANDOA A- 012-K/094		SUSP/GAS/PROD	0	56,600	74,100	130,700
14510	PREDATOR OIL BC THETLAADOA A- 006-J/094-P		COMP/UND/UND	0	56,600	46,100	102,700
14511	PREDATOR OIL BC THETLAANDOA D- 003-J/094		SUSP/GAS/PROD	0	71,200	74,100	145,300
14512	PREDATOR OIL BC THETLAANDOA D- 099-G/094		ABAN/GAS/PROD	0	0	58,000	58,000
14529	PREDATOR OIL BC S THETLANNDOA D- 055-F/0		SUSP/GAS/PROD	0	56,600	58,000	114,600
14530	PREDATOR OIL BC THETLAANDOA B- 039-G/094		ABAN/UND/UND	0	0	46,100	46,100
14532	PREDATOR OIL BC THETLAANDOA D- 051-F/094		ABAN/GAS/UND	0	0	46,100	46,100
14536	PREDATOR OIL BC THETLAANDOA D- 061-I/094-		ACT/GAS/PROD	1,368,136	56,600	74,100	130,700
14537	PREDATOR OIL BC THETLAANDOA C- 088-L/094		SUSP/GAS/PROD	0	56,600	74,100	130,700
14538	PREDATOR OIL BC THETLAANDOA C- 067-L/094		CANC/UND/UND	0	0	15,000	15,000
14539	PREDATOR OIL BC THETLAANDOA A- 060-K/094		ACT/GAS/PROD	0	56,600	74,100	130,700
14540	PREDATOR OIL BC THETLAANDOA D- 036-L/094		ACT/GAS/PROD	940,361	56,600	74,100	130,700
14541	PREDATOR OIL BC HZ HELMET C- 007-C/094-P-		ACT/GAS/PROD	210,434	71,200	74,100	145,300
14542	PREDATOR OIL BC HZ HELMET D- 090-C/094-P-		SUSP/UND/UND	0	71,200	46,100	117,300
14543	PREDATOR OIL BC HZ THATLAANDOA B- 098-K/0		ACT/GAS/PROD	379,053	71,200	74,100	145,300
14544	PREDATOR OIL BC HZ THETLAANDOA D- 065-K/0		ABAN/UND/UND	0	0	46,100	46,100
14571	PREDATOR OIL BC HZ HELMET C- 022-J/094-P-1		ACT/GAS/PROD	737,199	71,200	74,100	145,300
14572	PREDATOR OIL BC HELMET C- 073-J/094-P-11		COMP/UND/UND	0	92,560	46,100	138,660
14573	PREDATOR OIL BC HZ HELMET A- 061-K/094-P-1		ACT/GAS/PROD	251,702	71,200	74,100	145,300
14575	PREDATOR OIL BC HZ HELMET B- 056-J/094-P-1		ACT/GAS/PROD	478,498	71,200	74,100	145,300
14578	PREDATOR OIL BC HELMET B- 076-L/094-P-11		ABAN/UND/UND	0	0	46,100	46,100
14579	PREDATOR OIL BC HELMET B- 068-A/094-P-12		ABAN/GAS/UND	0	0	46,100	46,100
14580	PREDATOR OIL BC HELMET A-A018-J/094-P-11		ACT/GAS/PROD	818	56,600	14,820	71,420
14581	PREDATOR OIL BC HELMET A- 029-K/094-P-11		ABAN/UND/UND	0	0	46,100	46,100
14582	PREDATOR OIL BC HELMET D- 078-K/094-P-11		SUSP/GAS/UND	0	71,200	46,100	117,300
14583	PREDATOR OIL BC THETLAANDOA D- 040-D/094		ABAN/GAS/UND	0	0	46,100	46,100
14590	PREDATOR OIL BC HELMET D- 016-J/094-P-11		SUSP/GAS/UND	0	56,600	46,100	102,700
14591	PREDATOR OIL BC THETLAANDOA A- 035-D/094		SUSP/GAS/PROD	0	56,600	74,100	130,700

Well Liability Summary			T - Indicates Well Operator Transfer In Process				
WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
14592	PREDATOR OIL BC HELMET A- 038-J/094-P-11		SUSP/GAS/PROD	0	56,600	74,100	130,700
14593	PREDATOR OIL BC THETLAANDOA B- 091-A/094		ABAN/GAS/UND	0	0	46,100	46,100
14594	PREDATOR OIL BC HELMET D- 005-K/094-P-11		SUSP/GAS/PROD	0	56,600	74,100	130,700
14596	PREDATOR OIL BC THETLAANDOA B- 062-L/094		ACT/GAS/PROD	586,487	56,600	74,100	130,700
14603	PREDATOR OIL BC FT ST JOHN 11-10-083-17		ABAN/GAS/UND	0	0	30,700	30,700
14838	PREDATOR OIL BC ET AL CHINCHAGA C- 001-A/0		ACT/GAS/PROD	96,718	68,500	52,500	121,000
14840	PREDATOR OIL BC ET AL CHINCHAGA A- 007-A/0		ACT/GAS/PROD	0	107,380	52,500	159,880
14841	PREDATOR OIL BC ET AL CHINCHAGA B- 084-I/0		ACT/GAS/PROD	0	68,500	52,500	121,000
14849	PREDATOR OIL BC MONIAS 16-29-082-22		ACT/MGAS/PROD	0	89,570	40,600	130,170
14850	PREDATOR OIL BC ET AL MONIAS 16-28-082-22		ACT/GAS/PROD	0	68,900	40,600	109,500
14852	PREDATOR OIL BC ET AL CHINCHAGA A- 009-B/0		ABAN/UND/UND	0	7,500	30,700	38,200
14876	PREDATOR OIL BC HZ FIREWEED B- 025-D/094-A		COMP/GAS/UND	0	54,500	30,700	85,200
14967	PREDATOR OIL BC BUICK C- 005-L/094-A-14		ABAN/UND/UND	0	0	30,700	30,700
15153	PREDATOR OIL BC WILDER 15-27-083-19		ACT/GAS/PROD	0	116,900	52,500	169,400
15157	PREDATOR OIL BC ET AL CHINCHAGA D- 020-A/0		COMP/GAS/UND	0	68,500	30,700	99,200
15160	PREDATOR OIL BC ET AL CHINCHAGA B- 050-A/0		CASE/UND/UND	0	7,500	30,700	38,200
15164	PREDATOR OIL BC ET AL CHINCHAGA D- 004-A/0		ACT/GAS/PROD	0	68,500	52,500	121,000
15221	PREDATOR OIL BC INGA A- 022-F/094-A-13		COMP/UND/UND	0	54,500	30,700	85,200
15222	PREDATOR OIL BC FIREBIRD C-A016-E/094-H-0		ACT/GAS/PROD	124,169	42,300	40,600	82,900
15223	PREDATOR OIL BC HELMET B- 042-J/094-P-11		ACT/GAS/PROD	83,810	71,200	74,100	145,300
15224	PREDATOR OIL BC DESAN A- 097-H/094-P-06		ACT/GAS/PROD	0	56,600	58,000	114,600
15225	PREDATOR OIL BC HELMET A- 039-A/094-P-11		ABAN/UND/UND	0	0	46,100	46,100
15226	PREDATOR OIL BC THETLAANDOA D- 065-I/094-		SUSP/GAS/PROD	0	92,560	58,000	150,560
15227	PREDATOR OIL BC HOSSITL C- 073-F/094-P-14		ABAN/UND/UND	0	0	46,100	46,100
15228	PREDATOR OIL BC THETLAANDOA B- 014-K/094		COMP/UND/UND	0	56,600	46,100	102,700
15230	PREDATOR OIL BC HELMET D- 056-L/094-P-11		ABAN/UND/UND	0	0	46,100	46,100
15232	PREDATOR OIL BC THETLAANDOA D- 092-J/094		SUSP/GAS/PROD	0	56,600	74,100	130,700
15233	PREDATOR OIL BC HELMET B- 056-D/094-P-11		SUSP/UND/UND	0	56,600	46,100	102,700
15234	PREDATOR OIL BC HELMET B- 003-K/094-P-11		ACT/GAS/PROD	18,180	56,600	58,000	114,600
15235	PREDATOR OIL BC HELMET A- 020-K/094-P-11		ACT/GAS/PROD	91,082	56,600	58,000	114,600
15237	PREDATOR OIL BC HELMET D- 035-B/094-P-11		ABAN/UND/UND	0	0	46,100	46,100
15238	PREDATOR OIL BC DESAN B- 083-H/094-P-06		ACT/GAS/PROD	363,146	56,600	58,000	114,600
15239	PREDATOR OIL BC THETLAANDOA A- 023-A/094		ABAN/UND/UND	0	0	46,100	46,100
15240	PREDATOR OIL BC THETLAANDOA C- 005-G/094		ABAN/UND/UND	0	0	46,100	46,100
15241	PREDATOR OIL BC THETLAANDOA D- 092-C/094		ABAN/UND/UND	0	0	46,100	46,100
15242	PREDATOR OIL BC HZ HELMET D-A015-C/094-P-		ACT/GAS/PROD	136,077	71,200	74,100	145,300
15245	PREDATOR OIL BC HZ HELMET B- 065-B/094-P-1		ACT/GAS/PROD	149,258	71,200	74,100	145,300
15246	PREDATOR OIL BC THETLAANDOA A- 030-J/094-		COMP/GAS/UND	0	56,600	46,100	102,700
15248	PREDATOR OIL BC TSEA C- 043-J/094-P-05		ABAN/UND/UND	0	0	46,100	46,100
15249	PREDATOR OIL BC DESAN C- 057-H/094-P-06		ABAN/UND/UND	0	0	46,100	46,100
15250	PREDATOR OIL BC HELMET A- 005-C/094-P-14		ABAN/UND/UND	0	0	46,100	46,100
15260	PREDATOR OIL BC ET AL HELMET B- 054-J/094-P		COMP/UND/UND	0	71,200	46,100	117,300
15266	PREDATOR OIL BC HELMET D- 031-D/094-P-11		ACT/GAS/PROD	187,890	71,200	74,100	145,300
15268	PREDATOR OIL BC ET AL BUICK D- 008-H/094-A-		ABAN/UND/UND	0	0	40,600	40,600
15269	PREDATOR OIL BC MONTNEY A16-30-086-18		ACT/GAS/PROD	88,900	54,500	52,500	107,000
15273	PREDATOR OIL BC N THETLAANDOA D- 043-C/0		ABAN/UND/UND	0	0	46,100	46,100
15276	PREDATOR OIL BC FIREBIRD A- 062-A/094-H-03		ACT/GAS/PROD	107,171	42,300	40,600	82,900

Well Liability Summary			T - Indicates Well Operator Transfer In Process				
WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
15277	PREDATOR OIL BC FIREBIRD D-A089-D/094-H-0		ACT/GAS/PROD	185,345	42,300	8,120	50,420
15278	PREDATOR OIL BC FIREBIRD B- 081-A/094-H-03		ACT/GAS/PROD	112,080	42,300	40,600	82,900
15295	PREDATOR OIL BC FIREBIRD A- 090-C/094-H-02		CANC/UND/UND	0	0	10,000	10,000
15296	PREDATOR OIL BC FIREBIRD C- 065-A/094-H-03		ACT/GAS/PROD	14,726	42,300	40,600	82,900
15303	PREDATOR OIL BC THETLAANDOA D-A019-D/09		COMP/UND/UND	0	56,600	46,100	102,700
15304	PREDATOR OIL BC HELMET C- 007-K/094-P-11		ABAN/UND/UND	0	0	46,100	46,100
15306	PREDATOR OIL BC HELMET B- 085-K/094-P-11		ACT/GAS/PROD	193,799	71,200	58,000	129,200
15308	PREDATOR OIL BC HZ HELMET A- 038-C/094-P-		ACT/GAS/PROD	99,081	71,200	74,100	145,300
15375	PREDATOR OIL BC ET AL BUICK B- 097-A/094-A-		SUSP/WATR/DISP	0	156,940	52,500	209,440
15452	PREDATOR OIL BC HOSSITL C- 038-J/094-P-14		ABAN/UND/UND	0	0	46,100	46,100
15453	PREDATOR OIL BC THETLAANDOA A- 028-L/094		ACT/GAS/PROD	0	56,600	58,000	114,600
15492	PREDATOR OIL BC SE FORT ST JOHN 13-33-08		SUSP/MGAS/PROI	0	130,910	52,500	183,410
15508	PREDATOR OIL BC HOSSITL D- 035-G/094-P-14		COMP/UND/UND	0	88,000	46,100	134,100
15762	PREDATOR OIL BC ET AL FORT ST. JOHN 14-05-		ACT/GAS/PROD	0	54,500	52,500	107,000
15779	PREDATOR OIL BC HZ ETSET B- 071-H/094-P-12		ABAN/GAS/UND	0	0	46,100	46,100
15807	PREDATOR OIL BC SE FORT ST JOHN 01-08-08		SUSP/MGAS/PROI	0	89,570	52,500	142,070
15822	PREDATOR OIL BC HZ ETSET B- 018-E/094-P-11		ABAN/UND/UND	0	0	46,100	46,100
16092	PREDATOR OIL BC FIREWEED A-A057-A/094-A-		ACT/GAS/PROD	115,898	54,500	10,500	65,000
16117	PREDATOR OIL BC MONIAS 08-32-082-20		ACT/GAS/PROD	0	68,900	52,500	121,400
16152	PREDATOR OIL BC WILDER A15-27-083-19		ACT/OIL/PROD	0	161,690	10,500	172,190
16185	PREDATOR OIL BC ET AL MONIAS 08-30-083-20		ABAN/GAS/UND	0	0	30,700	30,700
16282	PREDATOR OIL BC WILDER A09-33-083-19		COMP/GAS/UND	0	70,850	52,500	123,350
16307	PREDATOR OIL BC ET AL SILVERBERRY 13-07-0		SUSP/UND/UND	0	54,500	30,700	85,200
16308	PREDATOR OIL BC ET AL SE FORT ST JOHN A10		ACT/MGAS/PROD	51,449	89,570	52,500	142,070
16351	PREDATOR OIL BC FIREBIRD A- 012-H/094-H-03		ACT/GAS/PROD	145,985	42,300	40,600	82,900
16352	PREDATOR OIL BC FIREBIRD A- 080-A/094-H-03		ACT/GAS/PROD	81,719	42,300	40,600	82,900
16359	PREDATOR OIL BC FIREBIRD D- 078-A/094-H-03		ACT/GAS/PROD	75,902	42,300	40,600	82,900
16360	PREDATOR OIL BC FIREBIRD D- 095-A/094-H-03		ACT/GAS/PROD	0	42,300	40,600	82,900
16423	PREDATOR OIL BC SE FORT ST JOHN 05-03-08		ACT/MGAS/PROD	18,725	110,240	52,500	162,740
16424	PREDATOR OIL BC FIREBIRD C-A100-D/094-H-0		ACT/GAS/PROD	121,442	42,300	40,600	82,900
16442	PREDATOR OIL BC SE FORT ST JOHN 13-04-08		ACT/GAS/PROD	27,361	89,570	52,500	142,070
16445	PREDATOR OIL BC MONIAS A08-32-082-20		SUSP/GAS/PROD	0	89,050	8,120	97,170
16518	PREDATOR OIL BC ET AL MONTNEY 03-05-087-		COMP/GAS/UND	0	87,200	30,700	117,900
16524	PREDATOR OIL BC ET AL CHINCHAGA A- 001-A/0		ACT/GAS/PROD	53,631	82,600	52,500	135,100
16899	PREDATOR OIL BC FIREBIRD A- 070-C/094-H-02		ABAN/UND/UND	0	0	30,700	30,700
16977	PREDATOR OIL BC KOTCHO B- 080-H/094-P-03		ABAN/MGAS/UND	0	0	46,100	46,100
16979	PREDATOR OIL BC ET AL HZ CHINCHAGA D- 091-		ACT/GAS/PROD	61,812	68,500	10,500	79,000
17030	PREDATOR OIL BC THETLAANDOA A- 084-D/094		CASE/UND/UND	0	12,500	46,100	58,600
17041	PREDATOR OIL BC THETLAANDOA C- 092-F/094		COMP/GAS/UND	0	56,600	46,100	102,700
17042	PREDATOR OIL BC HZ DESAN A- 002-H/094-P-06		ABAN/UND/UND	0	0	46,100	46,100
17043	PREDATOR OIL BC HELMET C- 054-J/094-P-11		ACT/GAS/PROD	613,030	92,560	74,100	166,660
17046	PREDATOR OIL BC N HELMET C- 091-H/094-P-1		ABAN/UND/UND	0	0	46,100	46,100
17055	PREDATOR OIL BC DESAN C- 063-H/094-P-06		ABAN/UND/UND	0	0	46,100	46,100
17056	PREDATOR OIL BC DESAN C- 100-H/094-P-06		ACT/GAS/PROD	752,652	56,600	58,000	114,600
17057	PREDATOR OIL BC THETLAANDOA D- 095-G/094		ACT/GAS/PROD	354,328	56,600	58,000	114,600
17058	PREDATOR OIL BC DESAN C- 036-H/094-P-06		COMP/UND/UND	0	56,600	46,100	102,700
17066	PREDATOR OIL BC HZ HELMET C- 074-K/094-P-		COMP/GAS/UND	0	71,200	46,100	117,300

Well Liability Summary			T - Indicates Well Operator Transfer in Process				
WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
17068	PREDATOR OIL BC HZ HELMET B- 010-F/094-P-1		SUSP/UND/UND	0	158,400	46,100	204,500
17069	PREDATOR OIL BC HELMET B- 016-B/094-P-11		ABAN/UND/UND	0	0	46,100	46,100
17070	PREDATOR OIL BC HELMET D- 049-I/094-P-06		ABAN/UND/UND	0	0	46,100	46,100
17071	PREDATOR OIL BC HZ HELMET A- 016-E/094-P-1		COMP/UND/UND	0	71,200	46,100	117,300
17075	PREDATOR OIL BC HELMET C- 028-I/094-P-06		ACT/WATR/DISP	0	73,580	74,100	147,680
17076	PREDATOR OIL BC HZ HELMET B- 079-J/094-P-1		CASE/UND/UND	0	12,500	46,100	58,600
17077	PREDATOR OIL BC HELMET C- 063-B/094-P-11		CASE/UND/UND	0	12,500	46,100	58,600
17078	PREDATOR OIL BC HZ HELMET A- 092-K/094-P-1		ABAN/UND/UND	0	0	46,100	46,100
17141	PREDATOR OIL BC HELMET D-A042-H/094-P-11		SUSP/GAS/PROD	0	56,600	14,820	71,420
17164	PREDATOR OIL BC HELMET A- 056-E/094-P-11		ABAN/GAS/UND	0	0	46,100	46,100
17165	PREDATOR OIL BC HZ HELMET A- 097-J/094-P-1		ACT/MGAS/PROD	257,520	92,560	74,100	166,660
17166	PREDATOR OIL BC HELMET A- 069-K/094-P-11		ABAN/UND/UND	0	0	46,100	46,100
17167	PREDATOR OIL BC TSEA B- 040-A/094-P-12		ABAN/UND/UND	0	0	46,100	46,100
17168	PREDATOR OIL BC HOSSITL B- 051-B/094-P-14		CASE/UND/UND	0	12,500	46,100	58,600
17172	PREDATOR OIL BC HZ HELMET B- 034-J/094-P-1		ACT/GAS/PROD	13,999	71,200	74,100	145,300
17178	PREDATOR OIL BC HZ HELMET B- 038-J/094-P-1		ACT/GAS/PROD	160,529	71,200	74,100	145,300
17180	PREDATOR OIL BC HZ HELMET A- 031-K/094-P-1		ACT/GAS/PROD	43,541	71,200	74,100	145,300
17230	PREDATOR OIL BC THETLAANDOA B- 072-L/094		SUSP/GAS/PROD	0	56,600	58,000	114,600
17300	PREDATOR OIL BC DESAN D- 086-H/094-P-06		ABAN/UND/UND	0	0	46,100	46,100
17393	PREDATOR OIL BC THETLAANDOA B- 017-L/094		CASE/UND/UND	0	12,500	46,100	58,600
17394	PREDATOR OIL BC HZ HELMET B- 021-K/094-P-1		ACT/GAS/PROD	102,353	71,200	74,100	145,300
17395	PREDATOR OIL BC HZ HOSSITL B- 077-B/094-P-		ACT/GAS/PROD	315,423	71,200	74,100	145,300
17419	PREDATOR OIL BC THETLAANDOA A- 057-L/094		ACT/GAS/PROD	117,261	56,600	58,000	114,600
17455	PREDATOR OIL BC BUICK D- 098-A/094-A-14		CANC/UND/UND	0	0	10,000	10,000
17461	PREDATOR OIL BC W BUICK A- 029-L/094-A-14		SUSP/MGAS/PROI	0	89,570	52,500	142,070
17463	PREDATOR OIL BC BEAR FLAT B15-28-084-20		SUSP/GAS/PROD	0	68,900	52,500	121,400
17475	PREDATOR OIL BC HZ HELMET C- 033-F/094-P-1		ACT/GAS/PROD	27,088	71,200	74,100	145,300
17476	PREDATOR OIL BC HZ HELMET C- 023-F/094-P-1		ACT/GAS/PROD	29,906	71,200	74,100	145,300
17562	PREDATOR OIL BC MONIAS 01-32-082-20		SUSP/GAS/PROD	0	68,900	52,500	121,400
17574	PREDATOR OIL BC WEST STODDART A16-10-08		ABAN/UND/UND	0	0	30,700	30,700
17611	PREDATOR OIL BC HZ HELMET D- 094-G/094-P-		ACT/GAS/PROD	102,990	71,200	74,100	145,300
17615	PREDATOR OIL BC ET AL SE FORT ST. JOHN A12		ABAN/GAS/UND	0	0	30,700	30,700
17624	PREDATOR OIL BC MONIAS 14-27-082-22		ABAN/MGAS/UND	0	0	30,700	30,700
17636	PREDATOR OIL BC MONTNEY 15-27-086-19		SUSP/MGAS/PROI	0	70,850	52,500	123,350
17643	PREDATOR OIL BC MONTNEY A13-30-086-18		ACT/GAS/PROD	91	54,500	52,500	107,000
17655	PREDATOR OIL BC STODDART 01-32-085-19		ACT/OIL/PROD	251,248	54,500	52,500	107,000
17777	PREDATOR OIL BC ET AL STODDART 02-22-085		ACT/GAS/PROD	7,181	70,850	52,500	123,350
17779	PREDATOR OIL BC MONTNEY 01-25-086-19		COMP/UND/UND	0	54,500	30,700	85,200
17780	PREDATOR OIL BC MONTNEY 04-30-086-18		SUSP/OIL/PROD	0	70,850	52,500	123,350
17805	PREDATOR OIL BC MONTNEY 08-30-086-18		SUSP/OIL/PROD	0	54,500	52,500	107,000
17821	PREDATOR OIL BC STODDART A08-14-086-19		COMP/UND/UND	0	70,850	6,140	76,990
17872	PREDATOR OIL BC WILDER 06-34-083-19		ACT/MGAS/PROD	0	151,970	52,500	204,470
17911	PREDATOR OIL BC OAK 13-32-086-18		ACT/MGAS/PROD	82,810	70,850	52,500	123,350
17912	PREDATOR OIL BC OAK A13-32-086-18		ACT/GAS/PROD	75,447	54,500	10,500	65,000
17925	PREDATOR OIL BC MONIAS 01-25-082-21		ACT/GAS/PROD	0	70,850	52,500	123,350
18041	PREDATOR OIL BC FT. ST. JOHN 08-14-084-19		ACT/GAS/PROD	0	68,900	52,500	121,400
18091	PREDATOR OIL BC SE FORT ST JOHN 12-11-08		ACT/GAS/PROD	19,271	110,630	52,500	163,130

Well Liability Summary			T - Indicates Well Operator Transfer In Process				
WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
18092	PREDATOR OIL BC SE FORT ST JOHN 05-02-08		ACT/OIL/PROD	232,886	87,200	52,500	139,700
18093	PREDATOR OIL BC BUICK A10-27-088-19		SUSP/GAS/PROD	0	42,300	10,500	52,800
18097	PREDATOR OIL BC BUICK A16-30-088-19		ABAN/UND/UND	0	0	6,140	6,140
18112	PREDATOR OIL BC FIREBIRD A- 083-A/094-H-03		ACT/GAS/PROD	0	42,300	40,600	82,900
18118	PREDATOR OIL BC FIREBIRD A- 023-H/094-H-03		SUSP/GAS/PROD	0	42,300	40,600	82,900
18132	PREDATOR OIL BC FIREBIRD C- 005-H/094-H-03		SUSP/GAS/PROD	0	42,300	40,600	82,900
18133	PREDATOR OIL BC FIREBIRD D- 085-A/094-H-03		SUSP/GAS/PROD	0	42,300	40,600	82,900
18134	PREDATOR OIL BC FIREBIRD A- 081-B/094-H-03		ACT/GAS/PROD	126,260	42,300	40,600	82,900
18135	PREDATOR OIL BC FIREBIRD C- 074-A/094-H-03		SUSP/GAS/PROD	0	42,300	40,600	82,900
18136	PREDATOR OIL BC FIREBIRD B- 092-A/094-H-03		ACT/GAS/PROD	74,720	42,300	40,600	82,900
18137	PREDATOR OIL BC FIREBIRD C- 087-A/094-H-03		ACT/GAS/PROD	98,808	42,300	40,600	82,900
18138	PREDATOR OIL BC FIREBIRD A- 089-A/094-H-03		ACT/GAS/PROD	106,989	42,300	40,600	82,900
18154	PREDATOR OIL BC FT ST JOHN 07-04-084-19		SUSP/GAS/PROD	0	89,570	52,500	142,070
18165	PREDATOR OIL BC FIREBIRD D-A043-D/094-H-0		ACT/GAS/PROD	42,178	42,300	40,600	82,900
18166	PREDATOR OIL BC FIREBIRD B- 053-A/094-H-03		ACT/GAS/PROD	138,168	42,300	40,600	82,900
18167	PREDATOR OIL BC FIREBIRD A-A063-D/094-H-0		ACT/GAS/PROD	3,182	42,300	10,500	52,800
18169	PREDATOR OIL BC FIREBIRD A- 001-H/094-H-03		ACT/GAS/PROD	151,985	42,300	40,600	82,900
18197	PREDATOR OIL BC HZ HELMET B- 036-J/094-P-1		ACT/GAS/PROD	134,441	71,200	74,100	145,300
18201	PREDATOR OIL BC WILDER 16-33-083-19		SUSP/GAS/UND	0	87,200	30,700	117,900
18202	PREDATOR OIL BC FIREBIRD B- 070-A/094-H-03		ACT/GAS/PROD	55,904	42,300	40,600	82,900
18238	PREDATOR OIL BC FIREBIRD A-A070-C/094-H-0		CASE/UND/UND	0	7,500	6,140	13,640
18239	PREDATOR OIL BC HZ HELMET A- 056-G/094-P-		ACT/GAS/PROD	186,254	71,200	74,100	145,300
18242	PREDATOR OIL BC HZ HELMET A- 047-G/094-P-		ACT/GAS/PROD	157,166	71,200	74,100	145,300
18248	PREDATOR OIL BC HZ HELMET A- 045-G/094-P-		ACT/GAS/PROD	308,969	71,200	74,100	145,300
18310	PREDATOR OIL BC HZ HELMET B-A064-G/094-P-		ACT/GAS/PROD	26,361	71,200	74,100	145,300
18369	PREDATOR OIL BC BUICK D- 088-B/094-A-14		COMP/UND/UND	0	82,600	30,700	113,300
18380	PREDATOR OIL BC FIREBIRD A- 090-D/094-H-02		ACT/GAS/PROD	255,065	42,300	40,600	82,900
18495	PREDATOR OIL BC BUICK D- 087-B/094-A-14		COMP/UND/UND	0	70,850	52,500	123,350
18602	PREDATOR OIL BC HELMET B- 098-F/094-P-11		ABAN/UND/UND	0	0	46,100	46,100
18603	PREDATOR OIL BC HZ HELMET A- 079-I/094-P-1		ACT/MGAS/PROD	261,883	92,560	74,100	166,660
18604	PREDATOR OIL BC HZ HOSSITL C- 083-J/094-P-		ACT/GAS/PROD	166,165	71,200	58,000	129,200
18607	PREDATOR OIL BC HELMET C- 003-H/094-P-11		SUSP/GAS/PROD	0	56,600	74,100	130,700
18609	PREDATOR OIL BC HZ HOSSITL B- 020-A/094-P-		ACT/GAS/PROD	230,977	71,200	74,100	145,300
18610	PREDATOR OIL BC HELMET B- 044-H/094-P-11		SUSP/GAS/PROD	0	56,600	58,000	114,600
18611	PREDATOR OIL BC HELMET C- 035-J/094-P-11		SUSP/GAS/PROD	0	56,600	74,100	130,700
18612	PREDATOR OIL BC HZ HELMET A- 067-I/094-P-1		SUSP/MGAS/PROI	0	92,560	74,100	166,660
18615	PREDATOR OIL BC CABIN B- 005-J/094-P-05		ABAN/UND/UND	0	0	46,100	46,100
18616	PREDATOR OIL BC S THETLAANDOA C- 063-F/09		ACT/GAS/PROD	112,171	56,600	58,000	114,600
18618	PREDATOR OIL BC HZ HOSSITL C- 028-B/094-P-		ABAN/UND/UND	0	0	46,100	46,100
18619	PREDATOR OIL BC HZ HOSSITL A- 060-B/094-P-		ABAN/UND/UND	0	0	46,100	46,100
18620	PREDATOR OIL BC THETLAANDOA C- 025-L/094		ABAN/UND/UND	0	0	46,100	46,100
18621	PREDATOR OIL BC S THETLAANDOA C- 075-G/0		ACT/GAS/PROD	366,963	56,600	58,000	114,600
18622	PREDATOR OIL BC HELMET C- 098-K/094-P-11		SUSP/GAS/PROD	0	56,600	58,000	114,600
18642	PREDATOR OIL BC HOSSITL B- 025-F/094-P-14		SUSP/GAS/UND	0	71,200	74,100	145,300
18680	PREDATOR OIL BC HELMET C- 004-L/094-P-11		ABAN/UND/UND	0	0	46,100	46,100
18697	PREDATOR OIL BC HZ HOSSITL A- 098-B/094-P-		ACT/GAS/PROD	143,895	71,200	74,100	145,300
18698	PREDATOR OIL BC HZ HOSSITL D- 029-G/094-P-		ACT/MGAS/PROD	707,929	92,560	74,100	166,660

Well Liability Summary			T - Indicates Well Operator Transfer In Process				
WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
18706	PREDATOR OIL BC HZ HOSSITL D- 081-C/094-P-		ACT/GAS/PROD	30,542	71,200	74,100	145,300
18732	PREDATOR OIL BC ET AL W BUICK D- 024-E/094-		SUSP/MGAS/PROI	0	87,200	52,500	139,700
18733	PREDATOR OIL BC ET AL FIREWEED B- 021-H/09		ACT/GAS/PROD	0	68,900	52,500	121,400
18752	PREDATOR OIL BC ET AL THETLAANDOA B- 041-		ACT/GAS/PROD	186,436	56,600	58,000	114,600
18788	PREDATOR OIL BC ET AL W BUICK B- 088-C/094-		ACT/MGAS/PROD	311,423	70,850	52,500	123,350
18869	PREDATOR OIL BC HELMET D- 016-I/094-P-08		ACT/GAS/PROD	848,370	56,600	58,000	114,600
18878	PREDATOR OIL BC THETLAANDOA C- 083-E/094		ACT/GAS/PROD	74,902	56,600	58,000	114,600
18879	PREDATOR OIL BC THETLAANDOA D- 098-E/094		ABAN/UND/UND	0	0	46,100	46,100
18882	PREDATOR OIL BC THETLAANDOA B- 085-E/094		ACT/GAS/PROD	91,991	56,600	58,000	114,600
18883	PREDATOR OIL BC THETLAANDOA A- 087-E/094		ACT/GAS/PROD	1,023,625	56,600	58,000	114,600
18889	PREDATOR OIL BC HZ HELMET D- 012-I/094-P-0		ABAN/UND/UND	0	0	46,100	46,100
18905	PREDATOR OIL BC CABIN C- 059-H/094-P-05		ABAN/UND/UND	0	0	46,100	46,100
19106	PREDATOR OIL BC BEAR FLAT 12-33-084-20		SUSP/GAS/PROD	0	89,570	52,500	142,070
19124	PREDATOR OIL BC FIREBIRD A- 098-D/094-H-02		ACT/WATR/DISP	0	54,500	52,500	107,000
19136	PREDATOR OIL BC FIREWEED D- 044-A/094-A-1		COMP/UND/UND	0	54,500	30,700	85,200
19137	PREDATOR OIL BC FIREWEED A- 058-H/094-A-1		SUSP/GAS/PROD	0	54,500	52,500	107,000
19191	PREDATOR OIL BC MONTNEY 06-26-086-19		CANC/UND/UND	0	0	10,000	10,000
19211	PREDATOR OIL BC FORT ST. JOHN 02-17-083-1		CANC/UND/UND	0	0	10,000	10,000
19298	PREDATOR OIL BC THETLAANDOA C- 081-E/094		ACT/GAS/PROD	1,422,131	56,600	58,000	114,600
19409	PREDATOR OIL BC N BUICK A- 070-B/094-A-14		ACT/GAS/PROD	0	54,500	52,500	107,000
19597	PREDATOR OIL BC FIREWEED B- 074-A/094-A-1		COMP/UND/UND	0	54,500	30,700	85,200
19600	PREDATOR OIL BC OAK 11-04-087-18		ACT/GAS/PROD	0	116,900	52,500	169,400
19683	PREDATOR OIL BC FIREWEED C-B001-H/094-A-		ACT/GAS/PROD	5,272	54,500	52,500	107,000
19756	PREDATOR OIL BC MONTNEY 14-25-086-19		ACT/GAS/PROD	141,622	54,500	52,500	107,000
19941	PREDATOR OIL BC AIRPORT A09-32-083-17		ACT/OIL/PROD	0	68,900	52,500	121,400
19942	PREDATOR OIL BC SE FORT ST JOHN 09-01-08		COMP/UND/UND	0	70,850	30,700	101,550
19944	PREDATOR OIL BC PICKELL D- 084-A/094-H-03		ACT/GAS/PROD	0	42,300	40,600	82,900
19945	PREDATOR OIL BC FIREBIRD C- 010-E/094-H-02		SUSP/GAS/PROD	0	42,300	40,600	82,900
19946	PREDATOR OIL BC PICKELL C- 061-B/094-H-03		ACT/GAS/PROD	46,086	42,300	40,600	82,900
19947	PREDATOR OIL BC FIREBIRD D- 022-H/094-H-03		SUSP/GAS/PROD	0	42,300	40,600	82,900
19948	PREDATOR OIL BC FIREBIRD C- 013-H/094-H-03		SUSP/GAS/PROD	0	42,300	40,600	82,900
19949	PREDATOR OIL BC PICKELL B- 077-A/094-H-03		ACT/GAS/PROD	96,081	42,300	40,600	82,900
19950	PREDATOR OIL BC PICKELL C- 088-A/094-H-03		ACT/GAS/PROD	81,083	42,300	40,600	82,900
19951	PREDATOR OIL BC FIREBIRD C- 072-A/094-H-03		ACT/GAS/PROD	0	42,300	40,600	82,900
19952	PREDATOR OIL BC PICKELL B- 071-B/094-H-03		ACT/GAS/PROD	79,356	42,300	40,600	82,900
19953	PREDATOR OIL BC FIREBIRD C- 008-E/094-H-02		ACT/GAS/PROD	136,441	42,300	40,600	82,900
19954	PREDATOR OIL BC PICKELL B- 079-A/094-H-03		ACT/GAS/PROD	64,630	42,300	40,600	82,900
19956	PREDATOR OIL BC FIREBIRD C- 017-E/094-H-02		ACT/GAS/PROD	131,078	42,300	40,600	82,900
19957	PREDATOR OIL BC FIREBIRD C- 003-H/094-H-03		SUSP/GAS/PROD	0	42,300	40,600	82,900
19968	PREDATOR OIL BC FIREBIRD D-A064-A/094-H-0		ACT/GAS/PROD	0	42,300	40,600	82,900
20023	PREDATOR OIL BC ET AL FIREWEED B-A021-H/0		SUSP/MGAS/PROI	0	87,200	10,500	97,700
20024	PREDATOR OIL BC NIG B- 061-C/094-H-04		SUSP/UND/UND	0	104,700	30,700	135,400
20025	PREDATOR OIL BC NIG B-A061-C/094-H-04		SUSP/UND/UND	0	116,900	6,140	123,040
20100	PREDATOR OIL BC W BUICK D- 044-C/094-A-14		SUSP/UND/UND	0	54,500	30,700	85,200
20152	PREDATOR OIL BC HZ HELMET B-A076-G/094-P-		ACT/GAS/PROD	130,442	71,200	74,100	145,300
20167	PREDATOR OIL BC HZ HELMET B- 016-J/094-P-1		ACT/GAS/PROD	166,529	71,200	74,100	145,300
20168	PREDATOR OIL BC ET AL HZ HELMET C-A089-G/0		ACT/GAS/PROD	279,336	71,200	74,100	145,300

Well Liability Summary			T - Indicates Well Operator Transfer In Process				
WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
20214	PREDATOR OIL BC S THETLAANDOA D- 043-F/09		ABAN/UND/UND	0	0	46,100	46,100
20215	PREDATOR OIL BC HELMET B- 086-G/094-P-06		ABAN/UND/UND	0	0	46,100	46,100
20216	PREDATOR OIL BC HELMET B- 034-I/094-P-06		ABAN/UND/UND	0	0	46,100	46,100
20217	PREDATOR OIL BC HELMET B- 071-G/094-P-06		SUSP/GAS/PROD	0	56,600	58,000	114,600
20218	PREDATOR OIL BC HELMET C- 098-H/094-P-06		ABAN/UND/UND	0	0	46,100	46,100
20221	PREDATOR OIL BC HZ HOSSITL A- 017-G/094-P-		SUSP/MGAS/PROI	0	92,560	74,100	166,660
20222	PREDATOR OIL BC DESAN D- 047-H/094-P-06		ACT/GAS/PROD	0	56,600	74,100	130,700
20223	PREDATOR OIL BC HZ HELMET A- 100-I/094-P-1		ACT/MGAS/PROD	888,911	92,560	58,000	150,560
20225	PREDATOR OIL BC HZ HELMET A- 071-J/094-P-1		ACT/MGAS/PROD	136,077	92,560	74,100	166,660
20226	PREDATOR OIL BC HZ HOSSITL A- 039-G/094-P-		ACT/MGAS/PROD	258,429	113,920	74,100	188,020
20227	PREDATOR OIL BC HZ HELMET A- 092-J/094-P-1		ACT/MGAS/PROD	19,816	92,560	58,000	150,560
20232	PREDATOR OIL BC S THETLAANDOA B- 079-F/09		ABAN/UND/UND	0	0	46,100	46,100
20246	PREDATOR OIL BC HZ HELMET A- 014-B/094-P-1		ACT/GAS/PROD	261,974	71,200	74,100	145,300
20277	PREDATOR OIL BC CHINCHAGA B- 086-I/094-H-		CANC/UND/UND	0	0	10,000	10,000
20312	PREDATOR OIL BC S THETLAANDOA A- 045-F/09		CANC/UND/UND	0	0	15,000	15,000
20316	PREDATOR OIL BC HELMET B- 058-I/094-P-11		ACT/MGAS/PROD	185,800	92,560	74,100	166,660
20423	PREDATOR OIL BC ET AL CHINCHAGA A-A005-A		SUSP/GAS/PROD	0	68,500	52,500	121,000
20488	PREDATOR OIL BC BUICK 14-24-088-20		SUSP/UND/UND	0	42,300	30,700	73,000
20489	PREDATOR OIL BC BUICK 05-30-088-19		ACT/GAS/PROD	56,540	42,300	52,500	94,800
20589	PREDATOR OIL BC FIREWEED A- 082-G/094-A-1		COMP/UND/UND	0	70,850	30,700	101,550
20595	PREDATOR OIL BC FIREWEED A- 092-A/094-A-1		ACT/GAS/PROD	54,267	68,900	52,500	121,400
20708	PREDATOR OIL BC ET AL FIREWEED A- 070-D/09		COMP/UND/UND	0	70,850	30,700	101,550
20767	PREDATOR OIL BC W STODDART 15-10-085-20		COMP/UND/UND	0	54,500	30,700	85,200
20855	PREDATOR OIL BC HELMET A- 009-J/094-P-06		ABAN/UND/UND	0	0	46,100	46,100
20872	PREDATOR OIL BC S THETLAANDOA C- 058-G/0		CANC/UND/UND	0	0	15,000	15,000
21130	PREDATOR OIL BC BUICK D- 066-B/094-A-14		ACT/GAS/PROD	0	54,500	52,500	107,000
21559	PREDATOR OIL BC ET AL CHINCHAGA C- 002-A/0		ACT/GAS/PROD	0	68,500	52,500	121,000
21748	PREDATOR OIL BC FIREWEED B- 071-H/094-A-1		ABAN/UND/UND	0	0	30,700	30,700
21817	PREDATOR OIL BC BUICK 10-15-088-19		COMP/UND/UND	0	70,850	30,700	101,550
21883	PREDATOR OIL BC BUICK 13-19-088-19		ACT/GAS/PROD	37,905	70,850	52,500	123,350
21927	PREDATOR OIL BC ET AL RIGEL B- 030-K/094-A-		COMP/UND/UND	0	54,500	30,700	85,200
21930	PREDATOR OIL BC ET AL RIGEL 04-31-088-18		ACT/GAS/PROD	59,085	54,500	52,500	107,000
22044	PREDATOR OIL BC ET AL INGA B- 042-B/094-A-1		COMP/UND/UND	0	54,500	30,700	85,200
22275	PREDATOR OIL BC BUICK B- 031-H/094-A-13		CANC/UND/UND	0	0	10,000	10,000
22377	PREDATOR OIL BC W BUICK B- 041-H/094-A-13		ACT/OIL/PROD	0	68,900	52,500	121,400
22516	PREDATOR OIL BC CLARKE C- 066-H/094-J-10		ACT/GAS/PROD	0	71,200	58,000	129,200
22568	PREDATOR OIL BC CLARKE D- 066-H/094-J-10		ACT/GAS/PROD	0	88,000	11,600	99,600
22603	PREDATOR OIL BC CLARKE B- 065-H/094-J-10		COMP/UND/UND	0	88,000	46,100	134,100
22917	PREDATOR OIL BC ET AL FIREWEED D- 036-A/09		SUSP/GAS/PROD	0	54,500	52,500	107,000
23622	PREDATOR OIL BC HELMET C- 054-G/094-P-10		COMP/UND/UND	0	114,400	46,100	160,500
23644	PREDATOR OIL BC HELMET D- 079-L/094-P-09		CANC/UND/UND	0	0	15,000	15,000
24229	PREDATOR OIL BC HZ HELMET B-B064-G/094-P-		ACT/GAS/PROD	146,258	88,000	74,100	162,100
24234	PREDATOR OIL BC HZ HELMET C- 064-G/094-P-		CASE/UND/UND	0	99,700	9,220	108,920
24243	PREDATOR OIL BC HZ HELMET B- 024-G/094-P-		ACT/GAS/PROD	818,827	88,000	58,000	146,000
24244	PREDATOR OIL BC HZ HELMET B-A024-G/094-P-		ACT/GAS/PROD	3,614,729	71,200	11,600	82,800
24578	PREDATOR OIL BC HELMET D- 074-L/094-P-09		CANC/UND/UND	0	0	15,000	15,000
25879	PREDATOR OIL BC HELMET C- 036-E/094-P-16		COMP/UND/UND	0	88,000	46,100	134,100

Well Liability Summary				T - Indicates Well Operator Transfer In Process			
WA#	Well Name	T	Well Status	Production Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
25911	PREDATOR OIL BC HZ HELMET B-B024-G/094-P-		SUSP/UND/UND	0	88,000	9,220	97,220
26002	PREDATOR OIL BC HELMET D- 077-L/094-P-09		COMP/UND/UND	0	88,000	46,100	134,100
26092	PREDATOR OIL BC HZ HELMET B-C024-G/094-P-		SUSP/UND/UND	0	71,200	9,220	80,420
26093	PREDATOR OIL BC HZ HELMET B-D024-G/094-P-		ACT/GAS/PROD	2,618,465	88,000	11,600	99,600
26192	PREDATOR OIL BC HZ HELMET D- 064-G/094-P-		CASE/UND/UND	0	99,700	9,220	108,920
26771	PREDATOR OIL BC HZ HELMET B-E024-G/094-P-		ACT/GAS/PROD	2,466,481	71,200	11,600	82,800
26868	PREDATOR OIL BC HELMET D- 016-E/094-P-10		ACT/WATR/DISP	0	71,200	74,100	145,300
26883	PREDATOR OIL BC HZ HELMET D-A077-L/094-P-		CANC/UND/UND	0	0	3,000	3,000
26899	PREDATOR OIL BC HELMET D- 045-A/094-P-10		COMP/UND/UND	0	88,000	46,100	134,100
26923	PREDATOR OIL BC HZ HELMET D-B077-L/094-P-		CASE/UND/UND	0	12,500	46,100	58,600
27019	PREDATOR OIL BC HZ HELMET B-F024-G/094-P-		ACT/GAS/PROD	1,922,081	71,200	11,600	82,800
27020	PREDATOR OIL BC HZ HELMET B-G024-G/094-P-		ACT/GAS/PROD	1,359,864	71,200	11,600	82,800
27021	PREDATOR OIL BC HZ HELMET B-H024-G/094-P-		ACT/GAS/PROD	2,855,624	71,200	11,600	82,800
27108	PREDATOR OIL BC HELMET B- 025-I/094-P-10		CASE/UND/UND	0	12,500	46,100	58,600
27427	PREDATOR OIL BC HZ HELMET D-A064-G/094-P-		ACT/GAS/PROD	3,961,422	71,200	14,820	86,020
27428	PREDATOR OIL BC HZ HELMET D-B064-G/094-P-		CASE/UND/UND	0	99,700	9,220	108,920
27429	PREDATOR OIL BC HZ HELMET D-C064-G/094-P-		ACT/GAS/PROD	1,166,974	71,200	14,820	86,020
27437	PREDATOR OIL BC HZ HELMET D- 051-G/094-P-		ACT/GAS/PROD	688,568	158,400	58,000	216,400
27438	PREDATOR OIL BC HZ HELMET D-D064-G/094-P-		ACT/GAS/PROD	3,245,494	71,200	14,820	86,020
27439	PREDATOR OIL BC HZ HELMET D-E064-G/094-P-		ACT/GAS/PROD	0	175,200	14,820	190,020
27534	PREDATOR OIL BC HZ HELMET A- 047-E/094-P-1		CASE/UND/UND	0	12,500	46,100	58,600
27535	PREDATOR OIL BC HZ HELMET D- 055-A/094-P-		SUSP/UND/UND	0	71,200	46,100	117,300
27678	PREDATOR OIL BC HZ HELMET D-A051-G/094-P-		ACT/GAS/PROD	0	175,200	11,600	186,800
27679	PREDATOR OIL BC HZ HELMET D-B051-G/094-P-		ACT/GAS/PROD	913,363	158,400	11,600	170,000
27756	PREDATOR OIL BC HZ HELMET D-C051-G/094-P-		ACT/GAS/PROD	2,288,408	71,200	11,600	82,800
27757	PREDATOR OIL BC HZ HELMET D-D051-G/094-P-		ACT/GAS/PROD	1,500,305	71,200	11,600	82,800
27758	PREDATOR OIL BC HZ HELMET D-E051-G/094-P-		ACT/GAS/PROD	1,129,433	71,200	11,600	82,800
27759	PREDATOR OIL BC HZ HELMET D-F051-G/094-P-		ACT/GAS/PROD	0	158,400	11,600	170,000
27760	PREDATOR OIL BC HZ HELMET D-G051-G/094-P		ACT/GAS/PROD	1,222,151	71,200	11,600	82,800
27761	PREDATOR OIL BC HZ HELMET D-H051-G/094-P-		ACT/GAS/PROD	2,952,159	71,200	11,600	82,800
27833	PREDATOR OIL BC HZ HELMET D-A055-A/094-P-		CASE/UND/UND	0	12,500	9,220	21,720
27872	PREDATOR OIL BC HZ HELMET D-B055-A/094-P-		SUSP/UND/UND	0	71,200	9,220	80,420
27873	PREDATOR OIL BC HZ HELMET D-C055-A/094-P-		SUSP/UND/UND	0	71,200	9,220	80,420
27874	PREDATOR OIL BC HZ HELMET D-D055-A/094-P-		SUSP/UND/UND	0	71,200	9,220	80,420
27875	PREDATOR OIL BC HZ HELMET D-E055-A/094-P-		SUSP/UND/UND	0	71,200	9,220	80,420
27876	PREDATOR OIL BC HZ HELMET D-F055-A/094-P-		SUSP/UND/UND	0	158,400	9,220	167,620
			Well Totals	$ 86,339,748	$ 48,796,440	$ 45,200,920	$ 93,997,360

Facility Liability Summary				T - Indicates Facility Operator Transfer In Process			
Facility ID	Facility Name	T	Facility Type	Facility Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
00000009	PREDATOR OIL BC STODDART 06-		Battery Site		49,080	107,380	156,460
00000024	PREDATOR OIL BC EAGLE 11-29-0		Processing Battery		157,440	263,900	421,340
00000072	PREDATOR OIL BC AIRPORT 04-07		Processing Battery		71,280	145,470	216,750
00000146	PREDATOR OIL BC FORTSTJOHN (		Battery Site		49,080	107,380	156,460
00000194	PREDATOR OIL BC STODDART 06-		Processing Battery		112,680	169,650	282,330

Facility Liability Summary **T - Indicates Facility Operator Transfer In Process**

Facility ID	Facility Name	T	Facility Type	Facility Asset ($)	Abandonment Cost ($)	Reclamation Cost ($)	Total Cost ($)
00000254	PREDATOR OIL BC FORTSTJOHN		Compressor Dehydrator		56,940	104,520	161,460
00000302	PREDATOR OIL BC INGA C-078-B/C		Compressor Dehydrator		52,560	104,520	157,080
00000308	PREDATOR OIL BC BUICKCREEKN		Compressor Station		46,200	73,710	119,910
00000412	PREDATOR OIL BC FORTSTJOHN		Disposal Station		157,440	263,900	421,340
00000417	PREDATOR OIL BC WILDER 10-19-		Disposal Station		71,280	145,470	216,750
00000420	PREDATOR OIL BC STODDART 08-		Battery Site		49,080	107,380	156,460
00000435	PREDATOR OIL BC BUICKCREEK [		Compressor Dehydrator		56,940	104,520	161,460
00000455	PREDATOR OIL BC MUSKRAT 16-2		Battery Site		53,170	107,380	160,550
00000463	PREDATOR OIL BC BEATTONRIVE		Battery Site		49,080	107,380	156,460
00000475	PREDATOR OIL BC FIREWEED D-0		Battery Site		49,080	107,380	156,460
00000748	PREDATOR OIL BC MUSKRAT 08-2		Processing Battery		65,340	111,900	177,240
00000754	PREDATOR OIL BC BUICKCREEKV		Compressor Dehydrator		43,800	80,400	124,200
00000803	PREDATOR OIL BC HOSSITL B-002		Gas Dehydrator		132,500	218,000	350,500
00001306	PREDATOR OIL BC MONTNEY 13-3		Battery Site		40,900	82,600	123,500
00001334	PREDATOR OIL BC FIREBIRD A-00		Battery Site		40,900	82,600	123,500
00001339	PREDATOR OIL BC INGA A-005-B/0		Compressor Station		38,500	56,700	95,200
00001705	PREDATOR OIL BC FIREWEED D-0		Compressor Dehydrator		43,800	80,400	124,200
00002118	PREDATOR OIL BC FIREWEED A-0		Compressor Dehydrator		48,180	80,400	128,580
00002277	PREDATOR OIL BC FORTSTJOHNS		Compressor Dehydrator		120,560	180,200	300,760
00002278	PREDATOR OIL BC FORTSTJOHN		Gas Dehydrator		43,800	80,400	124,200
00002487	PREDATOR OIL BC FIREBIRD D-08		Compressor Dehydrator		109,600	180,200	289,800
00002665	PREDATOR OIL BC FORTSTJOHN I		Compressor Dehydrator		48,180	80,400	128,580
00002917	PREDATOR OIL BC HELMET D-075		Gas Processing Plant		500,700	837,700	1,338,400
00003198	PREDATOR OIL BC WILDER 15-04-		Compressor Dehydrator		43,800	80,400	124,200
00003612	PREDATOR OIL BC BEARFLAT 11-2		Compressor Dehydrator		43,800	80,400	124,200
00003767	PREDATOR OIL BC BEARFLAT 10-3		Compressor Dehydrator		48,180	80,400	128,580
00003783	PREDATOR OIL BC BUICKCREEK E		Compressor Dehydrator		43,800	80,400	124,200
00003813	PREDATOR OIL BC SILVERBERRY		Compressor Dehydrator		43,800	80,400	124,200
00004226	PREDATOR OIL BC BUICKCREEK E		Battery Site		40,900	82,600	123,500
00004559	PREDATOR OIL BC FIREWEED C-0		Compressor Station		38,500	56,700	95,200
00004599	PREDATOR OIL BC RIGEL A-066-I/		Compressor Station		38,500	56,700	95,200
00005249	PREDATOR OIL BC STODDART 15-		Battery Site		40,900	82,600	123,500
00007116	PREDATOR OIL BC HELMET C-051		Compressor Dehydrator		53,000	97,300	150,300
00007139	PREDATOR OIL BC LADYFERN A-0		Gas Dehydrator		109,600	180,200	289,800
00007299	PREDATOR OIL BC MONIAS 08-32-		Compressor Dehydrator		43,800	80,400	124,200
00007310	PREDATOR OIL BC MONIAS 16-28-		Compressor Station		38,500	56,700	95,200
00007366	PREDATOR OIL BC WILDER 15-27-		Battery Site		40,900	82,600	123,500
00007393	PREDATOR OIL BC HELMETNORTI		Compressor Dehydrator		53,000	97,300	150,300
00007603	PREDATOR OIL BC HELMET C-009		Compressor Station		46,600	68,600	115,200
00007610	PREDATOR OIL BC CLARKELAKE E		Compressor Dehydrator		53,000	97,300	150,300
00007623	PREDATOR OIL BC CHINCHAGARI		Compressor Station		38,500	56,700	95,200
00007631	PREDATOR OIL BC CHINCHAGARI		Battery Site		40,900	82,600	123,500
00007636	PREDATOR OIL BC HOSSITL B-077		Compressor Station		46,600	68,600	115,200
00007637	PREDATOR OIL BC HELMET A-020		Compressor Station		46,600	68,600	115,200
00007870	PREDATOR OIL BC STODDART 14-		Battery Site		40,900	82,600	123,500

Facility Liability Summary			T - Indicates Facility Operator Transfer In Process				
Facility ID	**Facility Name**	**T**	**Facility Type**	**Facility Asset ($)**	**Abandonment Cost ($)**	**Reclamation Cost ($)**	**Total Cost ($)**
00007874	PREDATOR OIL BC HELMET B-024		Battery Site		49,500	99,900	149,400
00007877	PREDATOR OIL BC AIRPORT 01-32		Battery Site		40,900	82,600	123,500
00009029	PREDATOR OIL BC BUICKCREEK /		Compressor Station		46,200	73,710	119,910
00009045	PREDATOR OIL BC FIREWEED B-0		Compressor Dehydrator		43,800	80,400	124,200
00009100	PREDATOR OIL BC BUICKCREEK [		Compressor Dehydrator		109,600	180,200	289,800
00009125	PREDATOR OIL BC BUICKCREEK E		Disposal Station		131,200	203,000	334,200
00010612	PREDATOR OIL BC STODDART 01-		Battery Site		40,900	82,600	123,500
00011568	PREDATOR OIL BC FORTSTJOHNS		Battery Site		40,900	82,600	123,500
			Facility Totals		**$ 3,895,170**	**$ 6,856,950**	**$ 10,752,120**

Exhibit "E"

752789.v3

~~Last Revised: December 2012~~

~~Clerk's stamp:~~

~~COURT FILE NUMBER:~~Court File Number	~~[Number]~~1801-09188	Clerk's stamp
~~COURT OF QUEEN'S BENCH OF ALBERTA~~Court	COURT OF QUEEN'S BENCH OF ALBERTA	
~~JUDICIAL CENTRE OF~~ Judicial Centre	CALGARY	
	IN THE MATTER OF THE RECEIVERSHIP OF OPSMOBIL INC., RANCH ENERGY CORPORATION, 1734163 ALBERTA INC., 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.	
	IN THE MATTER OF SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY* ~~OF [THE DEBTOR]~~*ACT*, RSC 1985, c B-3, as amended	
~~APPLICANT:~~	and IN THE MATTER OF SECTION 13(2) OF THE *JUDICATURE ACT*, RSA 2000, C J-2, as amended	
~~RESPONDENT(S):~~Applicant	THIRD EYE CAPITAL CORPORATION	
Respondents	OPSMOBIL INC., RANCH ENERGY CORPORATION, 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:~~ ~~**ALBERTA TEMPLATE RECEIVERSHIP ORDER**~~Document	**RECEIVERSHIP ORDER**	

Address for Service and Contact Information of Party Filing this Document	STIKEMAN ELLIOTT LLP Barristers & Solicitors 4300 Bankers Hall West, 888-3rd Street S.W., Calgary, Canada T2P 5C5 **Attention: Guy P. Martel / David M. Price** gmartel@stikeman.com / dprice@stikeman.com Tel: (514) 397-3163 / (403) 266-9093 Fax: (514) 397-3493 Lawyers for the Applicant, Third Eye Capital Corporation File No.: 120536-1037

~~**[LAW FIRM NAME]**~~
~~[Address]~~
~~[Address]~~
~~Solicitor: ●~~
~~Telephone: ●~~
~~Facsimile: ●~~
~~Email: ●~~
~~File Number: ●~~

DATE ON WHICH ORDER WAS PRONOUNCED: ~~●~~ July 19, 2018

NAME OF JUDGE WHO MADE THIS ORDER: ~~●~~Justice B.E.C. Romaine

LOCATION OF HEARING: ~~●~~Calgary, Alberta

~~**[*NOTE: DO NOT USE THIS ORDER AS A PRECEDENT WITHOUT REVIEWING THE ACCOMPANYING EXPLANATORY NOTES.]**~~**UPON** the application of ~~**[NAME]** in respect of **[THE DEBTOR]**~~Third Eye Capital Corporation ("TEC") to appoint a receiver and manager in respect of OpsMobil Inc., Ranch Energy Corporation, 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc., OpsMobil Construction Inc., OpsMobil Energy Services Inc. and K.L. Capital Corp. (collectively, the "**Debtors**"); **AND UPON** having read the Application, the Affidavit of ~~*; and the Affidavit of Service of * **[if applicable]**, filed~~Mark Horrox, sworn June 26, 2018, filed June 27, 2018, the Affidavit of Mark Horrox, sworn July 6, 2018, filed July 9, 2018, TEC's Brief of Law and Argument and TEC's Supplemental Brief of Law and Argument; **AND UPON** reading the consent of ~~*~~Ernst & Young Inc. ("E&Y") to act as ~~interim~~ receiver ~~and receiver~~ and manager (~~"~~the "**Receiver**~~"~~") of the ~~Debtor, filed~~Debtors; **AND UPON** ~~noting the consent endorsed hereon of * **[if applicable]**, **AND UPON**~~ hearing counsel for ~~*~~TEC, counsel for the Debtors, counsel for the proposed Receiver, and any other counsel or other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the~~ notice of~~ application for this ~~order~~Order is hereby abridged and service thereof is deemed good and sufficient.

LIFTING OF STAY

2. The stay of proceedings in Court of Queen's Bench of Alberta action number 1801-09424 (the "**CCAA Proceedings**") is hereby lifted so as to permit the Applicant to continue this Application against the Debtors.

APPOINTMENT

3. ~~2.~~ Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, ~~R.S.C.~~RSC 1985, c~~.~~ B-~~3~~3, as amended ("**BIA**"), and ~~sections~~section 13(2) of the *Judicature Act*, ~~R.S.A.~~RSA 2000, c~~.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 (choose applicable statute(s)) [RECEIVER'S NAME]~~ J-2, as amended, E&Y is hereby appointed Receiver, without security, of all of the ~~Debtor's~~Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

4. ~~3. The~~Subject to the Applicant providing the Receiver with an indemnity, on terms and conditions to be agreed, the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the

generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver's ability to abandon, dispose of or otherwise release any interest in any of the Debtors' real property, or any right in any immoveable, and any license or authorization issued by the British Columbia Oil and Gas Commission, Alberta Energy Regulator, or any other similar government authority, in respect of such interest in real property or immoveable, including pursuant to section 14.06(4) of the BIA, notwithstanding the provisions of the *Oil and Gas Activities Act*, SBC 2008, c 36, the *Oil and Gas Conservation Act*, RSA 2000, c O-6, the *Pipeline Act*, RSA 2000, or any other similar legislation in any other province or territory;

(b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate and carry on the business of the ~~Debtor~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part ~~other~~of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;

(g) to settle, extend or compromise any indebtedness owing to or by the ~~Debtor~~Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the ~~Debtor~~Debtors;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court~~.~~;

(k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate~~.~~;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $~~__________~~100,000, provided that the aggregate consideration for all such transactions does not exceed $~~__________~~500,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 59(10) of the *Personal Property Security Act*, RSBC 1996, c 359, subsection 60(8) of the *Personal Property Security Act*, ~~R.S.A.~~RSA 2000, c~~. P-7~~ P-7, or any other similar legislation in any other province or territory shall not be required~~.~~;

(m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other ~~Orders~~orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed the relevant Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as receiver of the Debtors and not in its personal capacity;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~<u>Debtors</u>;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~<u>Debtors</u>, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~<u>Debtors</u>;

(r) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~<u>Debtors</u> may have; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~<u>Debtors</u>, and without interference from any other Person<u>, provided that notwithstanding the terms of this Order, until further order of this Court: (i) Airborne Energy Solutions Inc. ("**AES**") shall continue to be in possession of and to operate the aerial surveillance and scanning, chemical spraying and local charter business (the "**Aircraft Assets**") that are the object of the purchase and sale agreement dated December 14, 2017 between OpsMobil Inc. and AES; and (ii) the revenues from the Aircraft Assets, including those revenues subject to the terms of the Order of the Honourable Madam Justice Eidsvik in Court of Queen's Bench of Alberta Action No. 1801-08383 pronounced on June 14, 2018 (the "**Aircraft Revenues**"), shall be dealt with as contemplated by such Order</u>.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

<u>5.</u> ~~4.~~ (i) The ~~Debtor~~<u>Debtors</u>, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing,

collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is ~~dependant~~dependent on maintaining possession) to the Receiver upon the Receiver's request.

6. ~~5.~~ All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph ~~5~~6 or in paragraph ~~6~~7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

7. ~~6.~~ If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the

Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. ~~7.~~ No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

9. ~~8.~~ No Proceeding against or in respect of the ~~Debtor~~Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a ~~proceeding~~Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such ~~proceeding~~Proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the ~~debtor~~Debtors or an action, suit or ~~proceeding~~Proceeding that is taken in respect of the ~~debtor~~Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS ~~OF~~OR REMEDIES

10. ~~9.~~ All rights and remedies (including, without limitation, set-off rights) against the ~~Debtor~~Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended

except with the written consent of the Receiver or leave of this Court, including, without limitation, any rights or remedies or provision that purports to effect or cause a cessation of operatorship, in any agreement, construction, ownership and operating agreement, joint venture agreement or any such similar agreements to which the Debtors is a party as a result of the occurrence of any default or non-performance by or the insolvency of the Debtors, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Debtors be replaced as operator pursuant to any such agreements, without further order of this Court provided however ~~[~~that this stay and suspension does not apply in respect of any ~~“~~"eligible financial contract~~”~~" (as defined in the BIA), and further provided~~] [See Explanatory Notes]~~ that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor~~Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. ~~10.~~ No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Debtors, without written consent of the Receiver or leave of this Court. ~~[~~Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.~~] [See Explanatory Notes.]~~

CONTINUATION OF SERVICES

12. ~~11.~~ All Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized

banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. ~~12.~~ All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

14. To the extent that E&Y, as monitor to the Debtors in the CCAA Proceedings, holds funds received by the Debtors in trust accounts (the "**CCAA Trust Funds**") pursuant to paragraph 24(k) of the Order of the Honourable Madam Justice Romaine in Court of Queen's Bench Alberta Action No. 1801-08424 granted July 10, 2018 (the "**Initial CCAA Order**"), E&Y is authorized to transfer the CCAA Trust Funds to the Post Receivership Accounts to be held by the Receiver and to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

15. ~~13.~~ Subject to employees' rights to terminate their employment, all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor's~~Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").

PERSONAL INFORMATION

16. ~~14.~~ Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. ~~15.~~ (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

(i) before the Receiver's appointment; or

(ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

(b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

(c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

(i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

A. complies with the order, or

B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

18. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

19. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

20. ~~16.~~ Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

21. ~~17.~~ The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a ~~first~~ charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, except as otherwise set out herein, and ~~but~~ subject to section 14.06(7), 81.4(4) and 81.6(2) [and 88] of the BIA. ~~**[See Explanatory Notes.]**~~

22. ~~18.~~ The Receiver and its legal counsel shall pass their accounts from time to time.

23. ~~19.~~ Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. ~~20.~~ The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $~~__________~~6,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the ~~“~~"**Receiver's Borrowings Charge**~~”~~") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, ~~but~~except as otherwise set out herein, and subordinate in priority to ~~the Receiver's Charge and~~ the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) ~~[~~and 88~~]~~ of the BIA.

25. ~~21.~~ Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

26. ~~22.~~ The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as ~~Schedule “A”~~**Annex "A"** hereto (the ~~“~~"**Receiver's Certificates**~~”~~") for any amount borrowed by it pursuant to this Order.

27. ~~23.~~ The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

28. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

29. ~~24.~~ Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

CONTINUATION OF CHARGES AND PRIORITY OF CHARGES

30. Each of the Interim Lenders' Charge, the Administration Charge and the Directors' Charge (all as defined in the Initial CCAA Order) shall, except as otherwise set out herein, continue to constitute valid and enforceable priority charges on the Property on the same terms and conditions as set out in paragraphs 36-37 and 39 of the Initial CCAA Order.

31. The priority of the charges created in the CCAA Proceedings (and continued by this Order) in relation to the Receiver's Charge and the Receiver's Borrowing Charge as created hereunder, shall be as follows:

First – the Receivers' Borrowing Charge;

Second – the Interim Lender's Charge, as that term is defined in the Initial CCAA Order (to the maximum amount of $1,356,000);

Third – the Receiver's Charge;

Fourth – the Administration Charge, as that term is defined in the Initial CCAA Order (to the maximum amount of $200,000); and

Fifth – the Directors' Charge, as that term is defined in the Initial CCAA Order (to the maximum of amount of $100,000).

32. If it is determined by final decision of this Court that AES is entitled to the Aircraft Assets and the Aircraft Revenues, the Interim Lender's Charge, Administration Charge, Directors' Charge, Receiver's Charge and Receiver's Borrowing Charge will not attach to the Aircraft Assets and the Aircraft Revenues to the extent of that entitlement.

GENERAL

33. ~~25.~~ The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

34. ~~26.~~ Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

35. ~~27.~~ Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Debtors.

36. ~~28.~~ This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in ~~the United States~~any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

37. ~~29.~~ The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

38. This Order is without prejudice to the right of ECN Aviation Inc. ("ECN") to apply to this Court for an Order declaring that (i) the assets of OpsMobil Group Inc. that were seized on May 11, 2018 on behalf of ECN are not subject to the provisions of this Order, and (ii) ECN is entitled to take possession and dispose of the said assets in accordance with the *Personal Property Security Act*, RSA 2000, c P-7.

39. ~~30.~~ The ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's estate~~Debtors' estates with such priority and at such time as this Court may determine.

40. ~~31.~~ Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

41. ~~32.~~ This Order is issued and shall be filed in Court of Queen's Bench Action No. ~~*, and~~1801-09188, and, if determined to be necessary or advisable, in the Court of Queen~~'~~'s Bench in Bankruptcy~~ Action No. *~~, which actions are not consolidated. All further proceedings shall be taken in both actions unless otherwise ordered. ~~[See Explanatory Notes, footnote 1.]~~

42. ~~33.~~ The Receiver shall establish and maintain a website in respect of these proceedings at ~~[insert website address]~~www.documentcentre.eycan.com (the "Receiver's Website") and shall post there as soon as practicable:

(a) all materials prescribed by statue or regulation to be made publically available; and

(b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

43. Service of this Order shall be deemed good and sufficient by:

() serving the same on:

i. the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;

ii. any other person served with notice of the application for this Order;

iii. any other parties attending or represented at the application for this Order; and

(a) posting a copy of this Order on the Receiver's Website;

and service on any other person is hereby dispensed with.

44. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

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~~SCHEDULE~~ANNEX "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ____________________

AMOUNT $____________________

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of [~~DEBTOR'S NAME~~DEBTORS' NAMES] appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the _____ day of ________________, _______ (the "Order") made in action numbers _____________, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $________, being part of the total principal sum of $____________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of _______ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ~~•~~•.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _______ day of ______________, ~~20__~~ 2018.

[RECEIVER'S NAME], solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: ________________________________
Name:
Title:

Exhibit "F"

BC Oil & Gas COMMISSION

INFORMATION BULLETIN
2010-23

October 14, 2010

Liability Management Rating Program

TO: Industry Clients

EFFECTIVE DATE: October 28, 2010

Background

The BC Oil and Gas Commission (Commission) has committed to the development of a framework for a Liability Management Rating (LMR) program. The objective of the program is to manage the liability risks of oil and gas activities by ensuring that permit holders carry the financial risks of their operations through to regulatory closure.

The LMR is the calculated ratio of deemed assets to deemed liabilities for permit holders. The intent of the LMR program is to identify permit holders whose liabilities exceed assets (a LMR of less than 1.0) and to require that permit holder to take steps to address or mitigate any financial risks inherent in the calculation. At this time, the LMR program will focus on permit holders with producing assets but will not address permit holders whose assets are solely in the form of processing, transportation and disposal infrastructure.

This LMR program has been developed for use by the Commission for determining required security deposits for permit holders under sections 24 and 30 of the Oil and Gas Activities Act (OGAA). The program is not intended to address security requirements outlined in section 23 of OGAA.

Liability Management Rating Equation

The LMR is calculated for each permit holder using the following generalized formula:

$$\text{LMR} = \frac{\text{Deemed Assets + Security Deposit}}{\text{Deemed Liabilities}}$$

The LMR is calculated from all wells and facilities registered to a permit holder. Generally speaking, it is the deemed production income for a permit holder divided by the cost to decommission and reclaim their assets. A permit holder's working interest in a particular well or facility is not considered in the LMR calculation.

Permit holders with a calculated LMR less than 1.0 will be deemed higher risk, and will undergo analysis for a potential security deposit upon application for permit transfers or new wells. Applications from permit holders with a calculated LMR above 1.0 will not undergo review for security deposit.

A list of permit holders and their respective LMR will be updated monthly and posted on the Commission's website.

Determination of Assets

Deemed assets are calculated using the following equation:

Assets = Annual Production * Industry Netback * Return Period, where:

- m^3OE: A permit holder's annual volume of oil equivalent production.
  - Gas volume is converted to oil volume through application of:
    - Shrinkage Factor = 0.136; and
    - Oil Equivalency Factor = 1.75
- Industry Netback[1]: Five-year industry rolling average up to 2008.
  - Currently equal to $285/$m^3OE$
- Return Period: The estimated minimum reserve life, set at three years.

Production volumes used in the asset determination are as reported to the Ministry of Finance, Mineral, Oil and Gas Revenue Branch.

Determination of Liabilities

Deemed liabilities are calculated using the following equation:

Liabilities = (Abandonment Unit Cost + Reclamation Unit Cost) * Well Equivalent

Abandonment unit costs include the downhole plugging of all required zones as well as the necessary cut and cap work. Reclamation costs include the remediation of contaminated media and revegetation of the site. Liability unit costs and factors are provided in the following table:

Site Type	Abandonment Unit Cost	Reclamation Unit Cost	Well Equivalent
Active Well	$75,000	$75,000	1
Suspended Well	$75,000	$75,000	1
Abandoned Well	–	$75,000	1
Gas Plant	$15,000	$75,000	20
Battery Site	$15,000	$75,000	5
Compressor Station	$15,000	$75,000	5
Other facility	$15,000	$75,000	2

Facilities with a registered status of "abandoned" will not have the abandonment unit cost included in the liability calculation. Applications that have been cancelled with surface disturbance will have the reclamation unit cost applied. Wells and facilities that have been issued a Certificate of Restoration will not be included in the LMR calculation. Wells that have the status of "drilled", "cased" or "completed" will not be

1 Calculated from Statistical Handbook for Canada's Upstream Petroleum Industry, CAPP, 2009

used in the LMR calculation until the lesser of:

- The well entering into production; or
- Twelve months passing since the rig release date.

Well Equivalents (WEs) have been assigned to a facility to generally reflect the scope and scale of decommissioning and reclamation activities. For the purposes of this LMR program, WEs do not escalate with facility size. Throughput or capacity-based liability costing may be an option in a future program.

Security Deposit Requirements

Upon receipt by the Commission of an application for a new well permit, the applicant will be subject to review of their LMR. When an applicant with a LMR less than 1.0 makes an application for a new well, they will be required to submit a security deposit in the amount of $150,000 (one occurrence). If a security deposit equal to $150,000 is already held for the applicant, no further deposit will be required for new well applications.

Upon receipt of an application for a permit transfer of one or more wells and/or facilities, both the transferor and the transferee will be subject to a LMR review. An applicant involved in the transaction will be required to submit a security deposit if their post-transfer LMR:

- Is below 1.0; and
- Drops further following the permit transfer.

The security deposit will be requested in the amount to bring the applicant's security adjusted LMR to their pre-transfer conditions. For example, if an applicant's LMR drops from 0.5 to 0.3 following a permit transfer, the required security deposit will be equal to the amount required to return their LMR to 0.5.

Applicants involved in permit transfers with a LMR less than 1.0 may be required to hold a minimum security deposit of $150,000. Applicants without assets that apply for their first permit transfer must hold a post-transfer, security adjusted LMR of 1.0.

Applicants will be informed in writing of the amount of their required security deposit and the time within which the security deposit must be received. If the security deposit is not received within the allotted time, the application will not be approved.

Security deposits held on behalf of a permit holder will be added to their deemed assets and used in the calculation of a security adjusted LMR. If the security adjusted LMR is above or equal to 1.0, a permit holder will not be required to provide additional deposits on future transactions.

At the request of a permit holder, the Commission may return all or part of a security if the official is satisfied that all or part of the security is not required to secure the permit holder's obligations under OGAA or the permit holder's permits or authorizations.

Security deposits submitted in cash or as an irrevocable letter of credit in a format that is satisfactory to the Commission will be accepted.

Dispute Process

Permit holders that wish to dispute their required security deposit may do so by submitting a dispute request to the Commission. A dispute request is to be based on a permit holder's self-assessment and must support revised asset and liability calculations. The revised deemed asset calculation must include the permit holder's own netback, calculated as production income minus operating expenses and royalties. The revised deemed liability calculation must include the costs for abandonment, remediation of contaminated media, and surface reclamation (up to and including regulatory closure) for each of the wells and facilities registered to the permit holder.

Dispute requests must be completed by a practicing professional that can provide adequate assurance to the Commission that they are qualified to perform the asset and liability revisions. The appeal application must also be reviewed and signed by the permit holder's chief financial officer (or equivalent level of responsibility).

The permit holder or applicant, in a notice of disputed security, must provide sufficient information and supporting documents to enable the Commission to understand the dispute, arguments and requested remedies.

Dispute requests can be made to:
BC Oil and Gas Commission
Environmental Liability Rating
PO Box 9331 Stn Prov Gov't
Victoria, B.C. V8W 9N3

Additional refinements may be made to the program over coming months, which may be integrated into a program that will replace this LMR program. The future program may incorporate changes to the liability costs used in the LMR calculation, which may be determined through further research and industry outreach. While this LMR program is designed to prevent permit holders' LMRs from decreasing through applications, the future program may be designed to request sufficient security such that financial risks are mitigated for all permit holders with producing, processing, transportation, and disposal assets.

If have any questions regarding this Information Bulletin, please contact:
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BC Oil and Gas Commission
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