

CONSENT TO SUBLEASE

TO: HOMBURG INVEST INC. ("Tenant")
AND TO: CANADIAN TUBULAR SERVICES INC. ("Sub-Tenant")
AND TO: THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")
RE: Sublease of a portion of the premises located at 635 – 8th Avenue SW, Calgary, Alberta, (the "Building") leased by the Tenant from the Landlord pursuant to a lease dated October 11, 2005, as amended, extended and assigned from time to time (hereinafter referred to as the "Lease"),
DATE: April 15, 2011

WHEREAS pursuant to the Lease, the Landlord leases to the Tenant for a term expiring June 30, 2018 (the "Term"), certain premises consisting of approximately one hundred seventeen thousand, five hundred sixty-eight (117,568) square feet on the 7th, 8th, 9th, 12th, 17th, 18th, 19th, 20th, 21st and 22nd floors of the Building ("Headleased Premises");

AND WHEREAS pursuant to a sublease agreement dated the 11th day of March, 2011 (the "Sublease"), the Tenant has agreed: (i) to sublease to the Sub-Tenant a portion of the 12th floor of the Headleased Premises containing a rentable area of approximately three thousand, twenty-five (3,025) square feet (the "Subleased Premises"), effective on September 1, 2011 and thereafter for the balance of the Term less one day (the "Sublet Term"); and (ii) to grant early occupancy of the Subleased Premises to the Sub-Tenant on June 1, 2011 for the purpose of completing any approved renovations, alterations or leasehold improvements in or to the Subleased Premises and/or for conducting business.

1. Consideration

The consideration for this Agreement is the mutual covenants and agreements between the parties and the sum of Two Dollars (\$2.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which is acknowledged.

2. Consent

The Landlord consents to the Sublease subject to the rent reserved by, and the performance and observance of the terms of the Lease and subject to the terms and conditions set out in this Agreement.

3. Covenants of Sub-Tenant

- (a) The Sub-Tenant covenants to pay the rent reserved in the Sublease and to observe and perform the covenants, conditions and agreements on the part of the Tenant contained in the Lease insofar as they are applicable to the Subleased Premises.
- (b) The Sub-Tenant acknowledges that:
 - (i) it has received a copy of the executed Lease and is familiar with its terms; and
 - (ii) it waives any rights the Sub-Tenant may have under any legal or equitable rule of law or under the applicable Landlord and Tenant or Commercial Tenancies legislation of the province in which the Building is located, as amended from time to time, or any other applicable legislation, to apply to a Court or to otherwise elect to:
 - (A) retain the unexpired Term or the unexpired Sublet Term;
 - (B) obtain any right to enter into any lease or other agreement directly with the Landlord for the Subleased Premises or the Headleased Premises; and
 - (C) otherwise remain in possession of any portion of the Subleased Premises or the Headleased Premises,in any case where the Lease is terminated, surrendered or otherwise cancelled including, without limitation, a disclaimer of the Lease by a trustee in bankruptcy of the Tenant.
- (c) The Sub-Tenant shall use and occupy the Subleased Premises only as general offices and for no other purpose whatsoever.
- (d) The Sub-Tenant will submit four sets of working drawings to the Landlord and the Tenant for approval, prior to doing any work in the Subleased Premises. The Sub-Tenant must use professional designers and contractors approved by the Landlord and Tenant for any work in the Subleased Premises.



4. Conditions

- (a) The Sub-Tenant shall be jointly and severally liable with the Tenant to observe and perform the Tenant's obligations in the Lease with respect to the Subleased Premises;
- (b) The Tenant is not released from the performance of any of the terms of the Lease;
- (c) This consent does not constitute a waiver of the necessity for obtaining consent to any assignment of the Lease or further subletting of the Headleased Premises or any other transfer of the Lease, nor is it to be construed or interpreted as a forfeiture of any of the rights of the Landlord contained in the Lease;
- (d) All costs, legal or otherwise, reasonably incurred by the Landlord with respect to this consent shall be paid by the Tenant;
- (e) By giving its consent, the Landlord does not acknowledge or approve of any of the terms of the Sublease (or any other related agreements) as between the Tenant and the Sub-Tenant, except for the subletting of the Subleased Premises itself; and
- (f) The Sub-Tenant shall not enter into or take possession of the Subleased Premises until it has delivered to the Landlord certificates of the insurance, or, if required by the Lease, certified copies of any insurance policy which the Sub-Tenant is required to take out under the terms of the Sublease and/or the Lease.
- (g) The Sub-Tenant and Tenant acknowledge and agree that the Landlord has no responsibility or liability for making any renovations, alterations or leasehold improvements in or to the Headleased Premises or the Subleased Premises, and all renovations, alterations or leasehold improvements in or to the Headleased Premises or Subleased Premises shall be undertaken and completed strictly in accordance with the provisions of the Lease.

5. Notice

Any and all notices or demands by and from any of the parties hereto to the other shall be made in accordance with the applicable provisions of the Lease relating to the giving of notice and shall be forwarded to the following addresses:

- (a) In the case of the Tenant, at the Headleased Premises or, at the Landlord's option, at the Tenant's head office at: Homburg Invest Inc., c/o Homburg L.P. Management Incorporated, 225 – 4000 – 4th Street SE, Calgary, Alberta, T2G 2W3, Attention: Mr. Jim Caldwell;
- (b) In the case of the Sub-Tenant, at the Subleased Premises or, at the Landlord's option, at the Sub-Tenant's head office at: Canadian Tubular Services Inc., Suite 1200, 635 – 8th Avenue, SW, Calgary, Alberta, T2P 3M3, Attention: Mr. Dave Allan, President.; and
- (c) In the case of the Landlord, c/o The Cadillac Fairview Corporation Limited at 20 Queen Street West, Toronto, Ontario M5H 3R4, Attention: Corporate Secretary, with a copy to the Building Manager.

6. Definitions

It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as in the Lease.



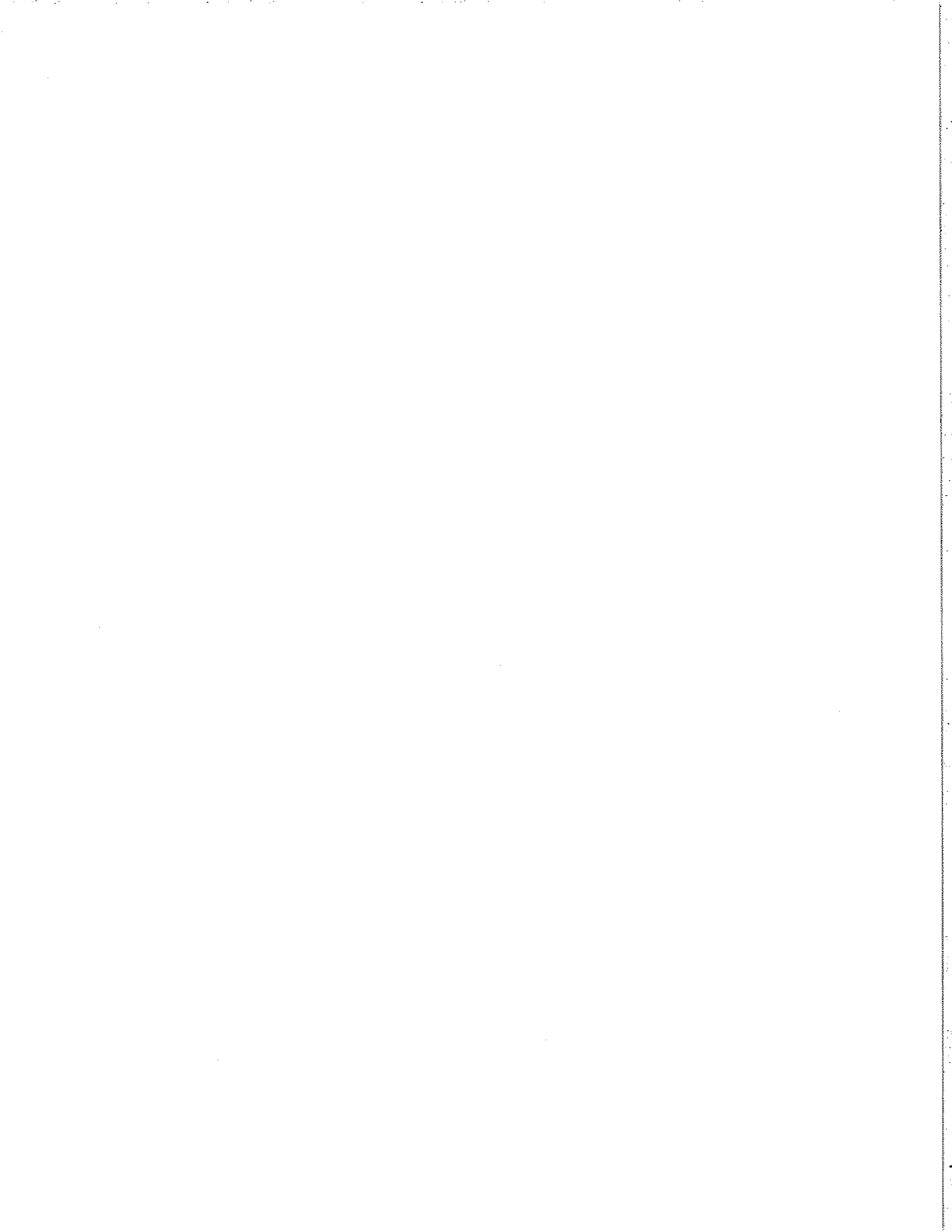
7. Binding Effect

This Agreement shall enure to the benefit of the Landlord and its successors and assigns and shall be binding upon each of the other parties hereto and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

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

) HOMBURG INVEST INC. (Tenant)
)
) Per:  Authorized Signature
)
) Per: _____ Authorized Signature
) I/We have authority to bind the corporation.
) CANADIAN TUBULAR SERVICES INC. (Sub-Tenant)
)
) Per:  Authorized Signature
)
) Per: _____ Authorized Signature
) I/We have authority to bind the corporation.
) THE CADILLAC FAIRVIEW CORPORATION LIMITED (Landlord)
)
) Per:  Authorized Signature
)
) Per:  Authorized Signature
) I/We have authority to bind the corporation.





CONSENT TO SUBLEASE

TO: HOMBURG INVEST INC. ("Tenant")

AND TO: BOS SOLUTIONS LTD. ("Sub-Tenant")

AND TO: THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")

RE: Sublease of a portion of the premises located at 635 – 8th Avenue SW, Calgary, Alberta, (the "Building") leased by the Tenant from the Landlord pursuant to a lease dated October 11, 2005, as amended, extended and assigned from time to time (hereinafter referred to as the "Lease"),

DATE: May 17, 2011

WHEREAS pursuant to the Lease, the Landlord leases to the Tenant for a term expiring June 30, 2018 (the "Term"), certain premises consisting of approximately one hundred seventeen thousand, five hundred sixty-eight (117,568) square feet on the 7th, 8th, 9th, 12th, 17th, 18th, 19th, 20th, 21st and 22nd floors of the Building ("Headleased Premises");

AND WHEREAS pursuant to a sublease agreement dated the 4th day of April, 2011 (the "Sublease"), the Tenant has agreed: (i) to sublease to the Sub-Tenant a portion of the 12th floor of the Headleased Premises containing a rentable area of approximately nine thousand, sixty-two (9,062) square feet (the "Subleased Premises") (incorrectly referred to as 8,887 square feet in the Sublease), effective on December 1, 2011 and thereafter for the balance of the Term less one day (the "Sublet Term"); and (ii) to grant early occupancy of the Subleased Premises to the Sub-Tenant for the purpose of completing any approved renovations, alterations or leasehold improvements in or to the Subleased Premises and/or for conducting business, on the later of: (a) May 1, 2011, or (b) execution of this Consent to Sublease agreement by the parties, in a form acceptable to the Landlord.

1. Consideration

The consideration for this Agreement is the mutual covenants and agreements between the parties and the sum of Two Dollars (\$2.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which is acknowledged.

2. Consent

The Landlord consents to the Sublease subject to the rent reserved by, and the performance and observance of the terms of the Lease and subject to the terms and conditions set out in this Agreement.

3. Covenants of Sub-Tenant

(a) The Sub-Tenant covenants to pay the rent reserved in the Sublease and to observe and perform the covenants, conditions and agreements on the part of the Tenant contained in the Lease insofar as they are applicable to the Subleased Premises.

(b) The Sub-Tenant acknowledges that:

- (i) it has received a copy of the executed Lease and is familiar with its terms; and
- (ii) it waives any rights the Sub-Tenant may have under any legal or equitable rule of law or under the applicable Landlord and Tenant or Commercial Tenancies legislation of the province in which the Building is located, as amended from time to time, or any other applicable legislation, to apply to a Court or to otherwise elect to:
 - (A) retain the unexpired Term or the unexpired Sublet Term;
 - (B) obtain any right to enter into any lease or other agreement directly with the Landlord for the Subleased Premises or the Headleased Premises; and
 - (C) otherwise remain in possession of any portion of the Subleased Premises or the Headleased Premises,

in any case where the Lease is terminated, surrendered or otherwise cancelled including, without limitation, a disclaimer of the Lease by a trustee in bankruptcy of the Tenant.

(c) The Sub-Tenant shall use and occupy the Subleased Premises only as general offices and for no other purpose whatsoever.

(d) The Sub-Tenant will submit four sets of working drawings to the Landlord and the Tenant for approval, prior to doing any work in the Subleased Premises. The Sub-Tenant must use professional designers and contractors approved by the Landlord and Tenant for any work in the Subleased Premises.



4. Conditions

- (a) The Sub-Tenant shall be jointly and severally liable with the Tenant to observe and perform the Tenant's obligations in the Lease with respect to the Subleased Premises;
- (b) The Tenant is not released from the performance of any of the terms of the Lease;
- (c) This consent does not constitute a waiver of the necessity for obtaining consent to any assignment of the Lease or further subletting of the Headleased Premises or any other transfer of the Lease, nor is it to be construed or interpreted as a forfeiture of any of the rights of the Landlord contained in the Lease;
- (d) All costs, legal or otherwise, reasonably incurred by the Landlord with respect to this consent shall be paid by the Tenant;
- (e) By giving its consent, the Landlord does not acknowledge or approve of any of the terms of the Sublease (or any other related agreements) as between the Tenant and the Sub-Tenant, except for the subletting of the Subleased Premises itself; and
- (f) The Sub-Tenant shall not enter into or take possession of the Subleased Premises until it has delivered to the Landlord certificates of the insurance, or, if required by the Lease, certified copies of any insurance policy which the Sub-Tenant is required to take out under the terms of the Sublease and/or the Lease.
- (g) The Sub-Tenant and Tenant acknowledge and agree that the Landlord has no responsibility or liability for making any renovations, alterations or leasehold improvements in or to the Headleased Premises or the Subleased Premises, and all renovations, alterations or leasehold improvements in or to the Headleased Premises or Subleased Premises shall be undertaken and completed strictly in accordance with the provisions of the Lease.

5. Notice

Any and all notices or demands by and from any of the parties hereto to the other shall be made in accordance with the applicable provisions of the Lease relating to the giving of notice and shall be forwarded to the following addresses:

- (a) In the case of the Tenant, at the Headleased Premises or, at the Landlord's option, at the Tenant's head office at: Homburg Invest Inc., c/o Homburg L.P. Management Incorporated, 225 – 4000 – 4th Street SE, Calgary, Alberta, T2G 2W3, Attention: Mr. Jim Caldwell;
- (b) In the case of the Sub-Tenant, at the Subleased Premises or, if prior to December 1, 2011, at the Sub-Tenant's head office at: BOS Solutions Ltd., Suite 1200, 444 – 5th Avenue, SW, Calgary, Alberta, T2P 2T8, Attention: Mr. Glenn Leroux; and
- (c) In the case of the Landlord, c/o The Cadillac Fairview Corporation Limited at 20 Queen Street West, Toronto, Ontario M5H 3R4, Attention: Corporate Secretary, with a copy to the Building Manager.

6. Definitions

It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as in the Lease.

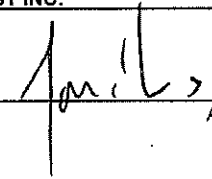


7. Binding Effect

This Agreement shall enure to the benefit of the Landlord and its successors and assigns and shall be binding upon each of the other parties hereto and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

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

) HOMBURG INVEST INC.
) (Tenant)

) Per: 
) Authorized Signature

) Per: _____
) Authorized Signature

) I/We have authority to bind the corporation.

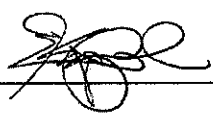
) BOS SOLUTIONS LTD.
) (Sub-Tenant)

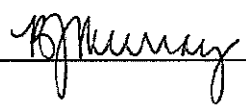
) Per: 
) Authorized Signature

) Per: _____
) Authorized Signature

) I/We have authority to bind the corporation.

) THE CADILLAC FAIRVIEW CORPORATION LIMITED
) (Landlord)

) Per: 
) Authorized Signature

) Per: 
) Authorized Signature

) I/We have authority to bind the corporation.





CONSENT TO SUBLEASE

TO: HOMBURG INVEST INC. ("Tenant")

AND TO: KEYWEST PROJECTS LTD. ("Sub-Tenant")

AND TO: THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")

RE: Sublease of a portion of the premises located at 635 – 8th Avenue SW, Calgary, Alberta, (the "Building") leased by the Tenant from the Landlord pursuant to a lease dated October 11, 2005, as amended, extended and assigned from time to time (hereinafter referred to as the "Lease").

DATE: May 17, 2011

WHEREAS pursuant to the Lease, the Landlord leases to the Tenant for a term expiring June 30, 2018 (the "Term"), certain premises consisting of approximately one hundred seventeen thousand, five hundred sixty-eight (117,568) square feet on the 7th, 8th, 9th, 12th, 17th, 18th, 19th, 20th, 21st and 22nd floors of the Building ("Headleased Premises");

AND WHEREAS pursuant to a sublease agreement dated the 30th day of March, 2011 (the "Sublease"), the Tenant has agreed: (i) to sublease to the Sub-Tenant the entire 17th floor of the Headleased Premises containing a rentable area of approximately twelve thousand, seventy-eight (12,078) square feet (the "Subleased Premises"), effective on March 1, 2012 and thereafter for the balance of the Term less one day (the "Sublet Term"); and (ii) to grant early occupancy of the Subleased Premises to the Sub-Tenant on June 1, 2011 for the purpose of completing any approved renovations, alterations or leasehold improvements in or to the Subleased Premises and/or for conducting business.

1. Consideration

The consideration for this Agreement is the mutual covenants and agreements between the parties and the sum of Two Dollars (\$2.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which is acknowledged.

2. Consent

The Landlord consents to the Sublease subject to the rent reserved by, and the performance and observance of the terms of the Lease and subject to the terms and conditions set out in this Agreement.

3. Covenants of Sub-Tenant

- (a) The Sub-Tenant covenants to pay the rent reserved in the Sublease and to observe and perform the covenants, conditions and agreements on the part of the Tenant contained in the Lease insofar as they are applicable to the Subleased Premises.
- (b) The Sub-Tenant acknowledges that:
 - (i) it has received a copy of the executed Lease and is familiar with its terms; and
 - (ii) it waives any rights the Sub-Tenant may have under any legal or equitable rule of law or under the applicable Landlord and Tenant or Commercial Tenancies legislation of the province in which the Building is located, as amended from time to time, or any other applicable legislation, to apply to a Court or to otherwise elect to:
 - (A) retain the unexpired Term or the unexpired Sublet Term;
 - (B) obtain any right to enter into any lease or other agreement directly with the Landlord for the Subleased Premises or the Headleased Premises; and
 - (C) otherwise remain in possession of any portion of the Subleased Premises or the Headleased Premises,in any case where the Lease is terminated, surrendered or otherwise cancelled including, without limitation, a disclaimer of the Lease by a trustee in bankruptcy of the Tenant.
- (c) The Sub-Tenant shall use and occupy the Subleased Premises only as general offices and for no other purpose whatsoever.
- (d) The Sub-Tenant will submit four sets of working drawings to the Landlord and the Tenant for approval, prior to doing any work in the Subleased Premises. The Sub-Tenant must use professional designers and contractors approved by the Landlord and Tenant for any work in the Subleased Premises.



4. Conditions

- (a) The Sub-Tenant shall be jointly and severally liable with the Tenant to observe and perform the Tenant's obligations in the Lease with respect to the Subleased Premises;
- (b) The Tenant is not released from the performance of any of the terms of the Lease;
- (c) This consent does not constitute a waiver of the necessity for obtaining consent to any assignment of the Lease or further subletting of the Headleased Premises or any other transfer of the Lease, nor is it to be construed or interpreted as a forfeiture of any of the rights of the Landlord contained in the Lease;
- (d) All costs, legal or otherwise, reasonably incurred by the Landlord with respect to this consent shall be paid by the Tenant;
- (e) By giving its consent, the Landlord does not acknowledge or approve of any of the terms of the Sublease (or any other related agreements) as between the Tenant and the Sub-Tenant, except for the subletting of the Subleased Premises itself; and
- (f) The Sub-Tenant shall not enter into or take possession of the Subleased Premises until it has delivered to the Landlord certificates of the insurance, or, if required by the Lease, certified copies of any insurance policy which the Sub-Tenant is required to take out under the terms of the Sublease and/or the Lease.
- (g) The Sub-Tenant and Tenant acknowledge and agree that the Landlord has no responsibility or liability for making any renovations, alterations or leasehold improvements in or to the Headleased Premises or the Subleased Premises, and all renovations, alterations or leasehold improvements in or to the Headleased Premises or Subleased Premises shall be undertaken and completed strictly in accordance with the provisions of the Lease.

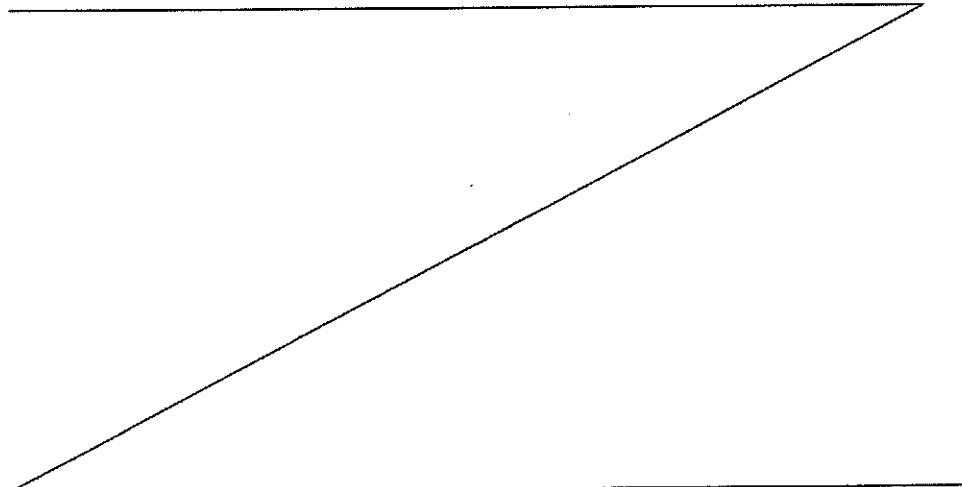
5. Notice

Any and all notices or demands by and from any of the parties hereto to the other shall be made in accordance with the applicable provisions of the Lease relating to the giving of notice and shall be forwarded to the following addresses:

- (a) In the case of the Tenant, at the Headleased Premises or, at the Landlord's option, at the Tenant's head office at: Homburg Invest Inc., c/o Homburg L.P. Management Incorporated, 225 - 4000 - 4th Street SE, Calgary, Alberta, T2G 2W3, Attention: Mr. Jim Caldwell;
- (b) In the case of the Sub-Tenant, at the Subleased Premises or, if prior to March 1, 2012, at the Sub-Tenant's head office at: Keywest Projects Ltd., Suite 800, 1333 - 8th Street, SW, Calgary, Alberta, T2R 1M6, Attention: Mr. Perry Jasson; and
- (c) In the case of the Landlord, c/o The Cadillac Fairview Corporation Limited at 20 Queen Street West, Toronto, Ontario M5H 3R4, Attention: Corporate Secretary, with a copy to the Building Manager.

6. Definitions

It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as in the Lease.

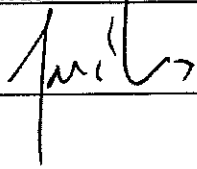


7. Binding Effect

This Agreement shall enure to the benefit of the Landlord and its successors and assigns and shall be binding upon each of the other parties hereto and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

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

) HOMBURG INVEST INC. (Tenant)

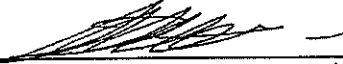
) Per:  Authorized Signature

) Per: _____ Authorized Signature

) I/We have authority to bind the corporation.


) KEYWEST PROJECTS LTD. (Sub-Tenant)

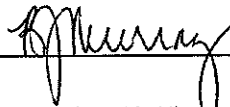
) Per:  Authorized Signature

) Per:  Authorized Signature

) I/We have authority to bind the corporation.

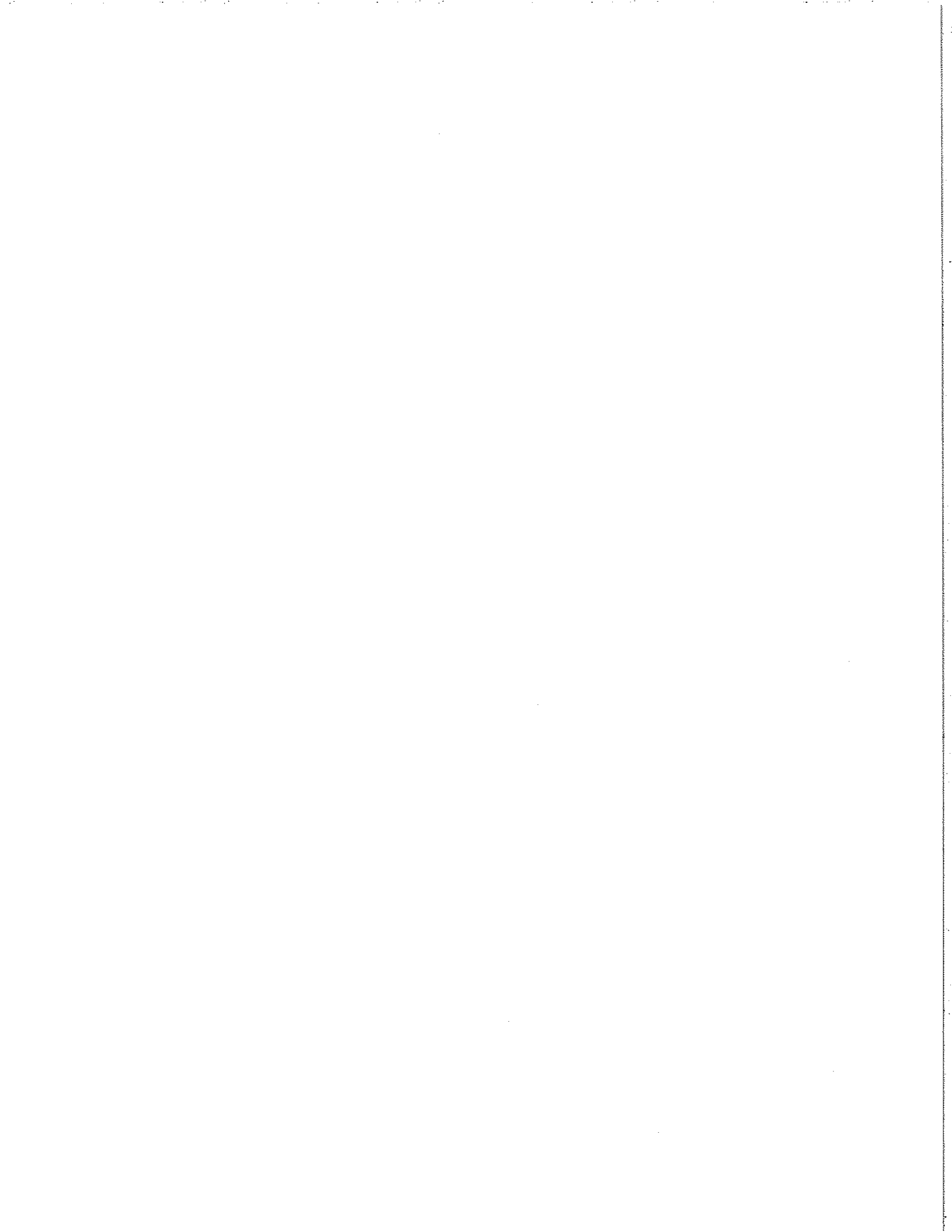
) THE CADILLAC FAIRVIEW CORPORATION LIMITED (Landlord)

) Per:  Authorized Signature

) Per:  Authorized Signature

) I/We have authority to bind the corporation.





CONSENT TO SUBLEASE

TO: HOMBURG INVEST INC. ("Tenant")
AND TO: GE FRANKLIN LTD. ("Sub-Tenant")
AND TO: THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")
RE: Sublease of a portion of the premises located at 635 – 8th Avenue SW, Calgary, Alberta, (the "Building") leased by the Tenant from the Landlord pursuant to a lease dated October 11, 2005, as amended, extended and assigned from time to time (hereinafter referred to as the "Lease").
DATE: May 17, 2011

WHEREAS pursuant to the Lease, the Landlord leases to the Tenant for a term expiring June 30, 2018 (the "Term"), certain premises consisting of approximately one hundred seventeen thousand, five hundred sixty-eight (117,568) square feet on the 7th, 8th, 9th, 12th, 17th, 18th, 19th, 20th, 21st and 22nd floors of the Building ("Headleased Premises");

AND WHEREAS pursuant to a sublease agreement dated the 6th day of April, 2010 (the "Sublease"), the Tenant has agreed to sublease a portion of the Headleased Premises to the Sub-Tenant containing a rentable area of approximately seventeen thousand, seven hundred ninety-six (17,796) square feet (the "Subleased Premises"), comprised as follows: (i) the entire 18th floor which contains approximately twelve thousand, seventy-seven (12,077) square feet; and (ii) a portion of the 19th floor containing a rentable area of approximately eight thousand, eight hundred eighty-seven (8,887) square feet, effective on June 1, 2011 and thereafter for the balance of the Term less one day (the "Sublet Term").

1. Consideration

The consideration for this Agreement is the mutual covenants and agreements between the parties and the sum of Two Dollars (\$2.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which is acknowledged.

2. Consent

The Landlord consents to the Sublease subject to the rent reserved by, and the performance and observance of the terms of the Lease and subject to the terms and conditions set out in this Agreement.

3. Covenants of Sub-Tenant

(a) The Sub-Tenant covenants to pay the rent reserved in the Sublease and to observe and perform the covenants, conditions and agreements on the part of the Tenant contained in the Lease insofar as they are applicable to the Subleased Premises.

(b) The Sub-Tenant acknowledges that:

- (i) it has received a copy of the executed Lease and is familiar with its terms; and
- (ii) it waives any rights the Sub-Tenant may have under any legal or equitable rule of law or under the applicable Landlord and Tenant or Commercial Tenancies legislation of the province in which the Building is located, as amended from time to time, or any other applicable legislation, to apply to a Court or to otherwise elect to:
 - (A) retain the unexpired Term or the unexpired Sublet Term;
 - (B) obtain any right to enter into any lease or other agreement directly with the Landlord for the Subleased Premises or the Headleased Premises; and
 - (C) otherwise remain in possession of any portion of the Subleased Premises or the Headleased Premises,

in any case where the Lease is terminated, surrendered or otherwise cancelled including, without limitation, a disclaimer of the Lease by a trustee in bankruptcy of the Tenant.

(c) The Sub-Tenant shall use and occupy the Subleased Premises only as general offices and for no other purpose whatsoever.

(d) The Sub-Tenant will submit four sets of working drawings to the Landlord and the Tenant for approval, prior to doing any work in the Subleased Premises. The Sub-Tenant must use professional designers and contractors approved by the Landlord and Tenant for any work in the Subleased Premises.



4. Conditions

- (a) The Sub-Tenant shall be jointly and severally liable with the Tenant to observe and perform the Tenant's obligations in the Lease with respect to the Subleased Premises;
- (b) The Tenant is not released from the performance of any of the terms of the Lease;
- (c) This consent does not constitute a waiver of the necessity for obtaining consent to any assignment of the Lease or further subletting of the Headleased Premises or any other transfer of the Lease, nor is it to be construed or interpreted as a forfeiture of any of the rights of the Landlord contained in the Lease;
- (d) All costs, legal or otherwise, reasonably incurred by the Landlord with respect to this consent shall be paid by the Tenant;
- (e) By giving its consent, the Landlord does not acknowledge or approve of any of the terms of the Sublease (or any other related agreements) as between the Tenant and the Sub-Tenant, except for the subletting of the Subleased Premises itself; and
- (f) The Sub-Tenant shall not enter into or take possession of the Subleased Premises until it has delivered to the Landlord certificates of the insurance, or, if required by the Lease, certified copies of any insurance policy which the Sub-Tenant is required to take out under the terms of the Sublease and/or the Lease.
- (g) The Sub-Tenant and Tenant acknowledge and agree that the Landlord has no responsibility or liability for making any renovations, alterations or leasehold improvements in or to the Headleased Premises or the Subleased Premises, and all renovations, alterations or leasehold improvements in or to the Headleased Premises or Subleased Premises shall be undertaken and completed strictly in accordance with the provisions of the Lease.

5. Notice

Any and all notices or demands by and from any of the parties hereto to the other shall be made in accordance with the applicable provisions of the Lease relating to the giving of notice and shall be forwarded to the following addresses:

- (a) In the case of the Tenant, at the Headleased Premises or, at the Landlord's option, at the Tenant's head office at: Homburg Invest Inc., c/o Homburg L.P. Management Incorporated, 225 – 4000 – 4th Street SE, Calgary, Alberta, T2G 2W3, Attention: Mr. Jim Caldwell;
- (b) In the case of the Sub-Tenant, at the Subleased Premises at: Suite 1800, 635 – 8th Avenue, SW, Calgary, Alberta, T2P 3M3, Attention: Office Manager; and
- (c) In the case of the Landlord, c/o The Cadillac Fairview Corporation Limited at 20 Queen Street West, Toronto, Ontario M5H 3R4, Attention: Corporate Secretary, with a copy to the Building Manager.

6. Definitions

It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as in the Lease.

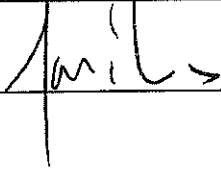


7. Binding Effect

This Agreement shall enure to the benefit of the Landlord and its successors and assigns and shall be binding upon each of the other parties hereto and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

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

) HOMBURG INVEST INC. _____ (Tenant)

Per:  _____ Authorized Signature

Per: _____ Authorized Signature

I/We have authority to bind the corporation.

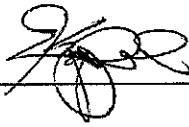
) CE FRANKLIN LTD. _____ (Sub-Tenant)

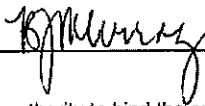
Per:  _____ Authorized Signature

Per:  _____ Authorized Signature

I/We have authority to bind the corporation.

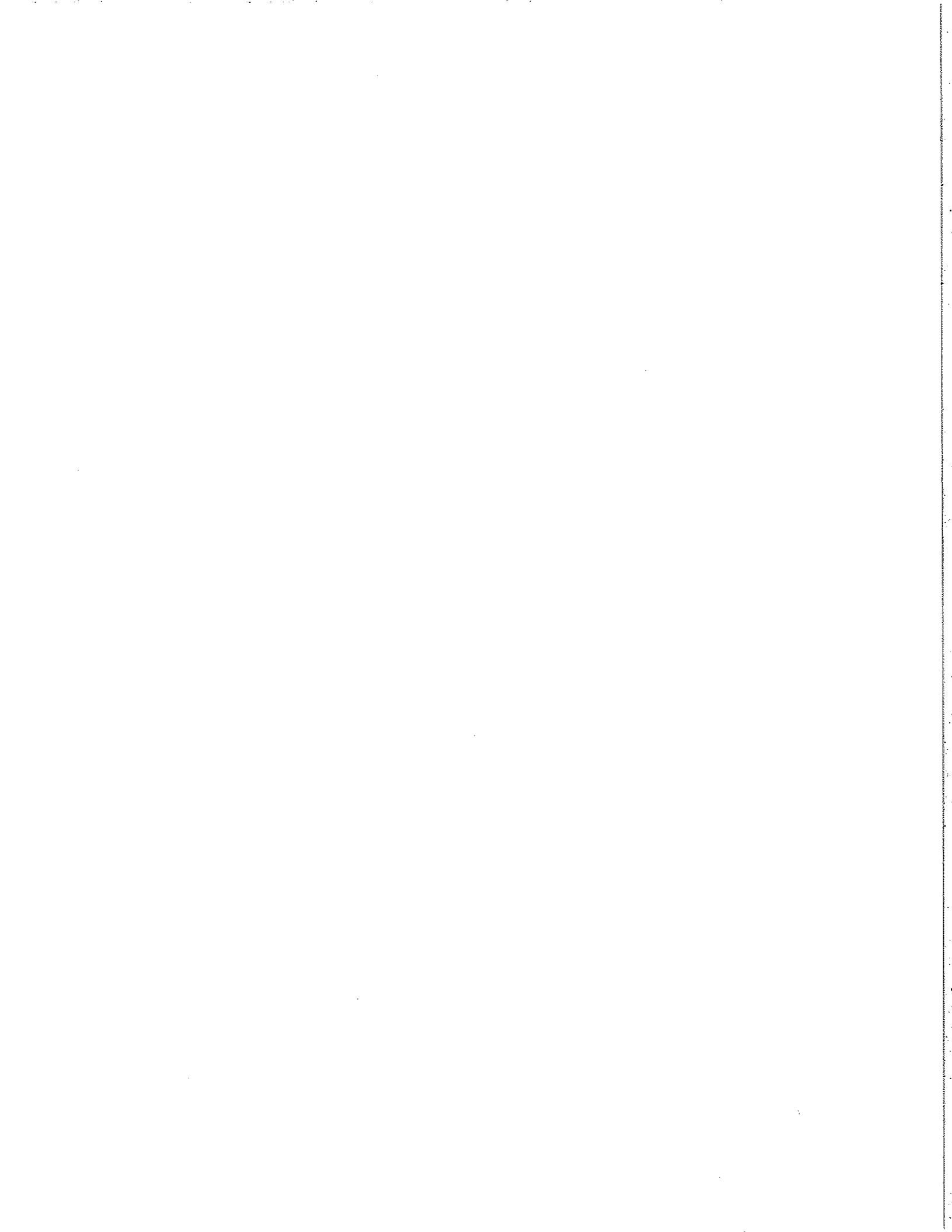
) THE CADILLAC FAIRVIEW CORPORATION LIMITED _____ (Landlord)

Per:  _____ Authorized Signature

Per:  _____ Authorized Signature

I/We have authority to bind the corporation.





CONSENT TO SUBLEASE

TO: HOMBURG INVEST INC. ("Tenant")
AND TO: MHI FUND MANAGEMENT INC. ("Sub-Tenant")
AND TO: THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")
RE: Sublease of a portion of the premises located at 635 – 8th Avenue SW, Calgary, Alberta, (the "Building") leased by the Tenant from the Landlord pursuant to a lease dated October 11, 2005, as amended, extended and assigned from time to time (hereinafter referred to as the "Lease"),
DATE: May 17, 2011

WHEREAS pursuant to the Lease, the Landlord leases to the Tenant for a term expiring June 30, 2018 (the "Term"), certain premises consisting of approximately one hundred seventeen thousand, five hundred sixty-eight (117,568) square feet on the 7th, 8th, 9th, 12th, 17th, 18th, 19th, 20th, 21st and 22nd floors of the Building ("Headleased Premises");

AND WHEREAS pursuant to a sublease agreement (the "Sublease") dated the 11th day of April, 2011 (incorrectly cited as "2010" in the Sublease), the Tenant has agreed: (i) to sublease to the Sub-Tenant a portion of the 7th floor of the Headleased Premises containing a rentable area of approximately three thousand, eight hundred seventy-three (3,873) square feet (the "Subleased Premises"), effective on January 1, 2012 and thereafter for the balance of the Term less one day (the "Sublet Term"); and (ii) to grant early occupancy of the Subleased Premises to the Sub-Tenant on June 1, 2011 for the purpose of completing any approved renovations, alterations or leasehold improvements in or to the Subleased Premises and/or for conducting business.

1. Consideration

The consideration for this Agreement is the mutual covenants and agreements between the parties and the sum of Two Dollars (\$2.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which is acknowledged.

2. Consent

The Landlord consents to the Sublease subject to the rent reserved by, and the performance and observance of the terms of the Lease and subject to the terms and conditions set out in this Agreement.

3. Covenants of Sub-Tenant

- (a) The Sub-Tenant covenants to pay the rent reserved in the Sublease and to observe and perform the covenants, conditions and agreements on the part of the Tenant contained in the Lease insofar as they are applicable to the Subleased Premises.
- (b) The Sub-Tenant acknowledges that:
 - (i) it has received a copy of the executed Lease and is familiar with its terms; and
 - (ii) it waives any rights the Sub-Tenant may have under any legal or equitable rule of law or under the applicable Landlord and Tenant or Commercial Tenancies legislation of the province in which the Building is located, as amended from time to time, or any other applicable legislation, to apply to a Court or to otherwise elect to:
 - (A) retain the unexpired Term or the unexpired Sublet Term;
 - (B) obtain any right to enter into any lease or other agreement directly with the Landlord for the Subleased Premises or the Headleased Premises; and
 - (C) otherwise remain in possession of any portion of the Subleased Premises or the Headleased Premises,in any case where the Lease is terminated, surrendered or otherwise cancelled including, without limitation, a disclaimer of the Lease by a trustee in bankruptcy of the Tenant.
- (c) The Sub-Tenant shall use and occupy the Subleased Premises only as general offices and for no other purpose whatsoever.
- (d) The Sub-Tenant will submit four sets of working drawings to the Landlord and the Tenant for approval, prior to doing any work in the Subleased Premises. The Sub-Tenant must use professional designers and contractors approved by the Landlord and Tenant for any work in the Subleased Premises.



4. Conditions

- (a) The Sub-Tenant shall be jointly and severally liable with the Tenant to observe and perform the Tenant's obligations in the Lease with respect to the Subleased Premises;
- (b) The Tenant is not released from the performance of any of the terms of the Lease;
- (c) This consent does not constitute a waiver of the necessity for obtaining consent to any assignment of the Lease or further subletting of the Headleased Premises or any other transfer of the Lease, nor is it to be construed or interpreted as a forfeiture of any of the rights of the Landlord contained in the Lease;
- (d) All costs, legal or otherwise, reasonably incurred by the Landlord with respect to this consent shall be paid by the Tenant;
- (e) By giving its consent, the Landlord does not acknowledge or approve of any of the terms of the Sublease (or any other related agreements) as between the Tenant and the Sub-Tenant, except for the subletting of the Subleased Premises itself; and
- (f) The Sub-Tenant shall not enter into or take possession of the Subleased Premises until it has delivered to the Landlord certificates of the insurance, or, if required by the Lease, certified copies of any insurance policy which the Sub-Tenant is required to take out under the terms of the Sublease and/or the Lease.
- (g) The Sub-Tenant and Tenant acknowledge and agree that the Landlord has no responsibility or liability for making any renovations, alterations or leasehold improvements in or to the Headleased Premises or the Subleased Premises, and all renovations, alterations or leasehold improvements in or to the Headleased Premises or Subleased Premises shall be undertaken and completed strictly in accordance with the provisions of the Lease.

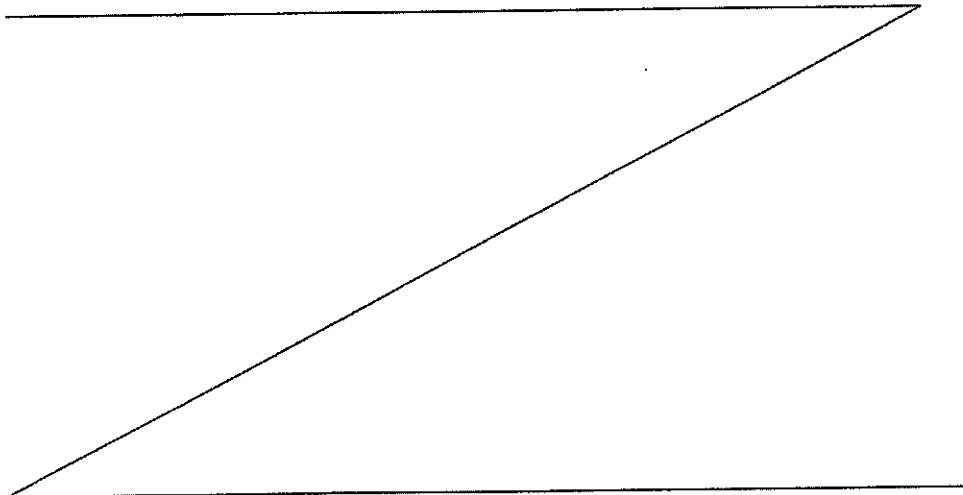
5. Notice

Any and all notices or demands by and from any of the parties hereto to the other shall be made in accordance with the applicable provisions of the Lease relating to the giving of notice and shall be forwarded to the following addresses:

- (a) In the case of the Tenant, at the Headleased Premises or, at the Landlord's option, at the Tenant's head office at: Homburg Invest Inc., c/o Homburg L.P. Management Incorporated, 225 - 4000 - 4th Street SE, Calgary, Alberta, T2G 2W3, Attention: Mr. Jim Caldwell;
- (b) In the case of the Sub-Tenant, at the Subleased Premises or, if prior to January 1, 2012, at the Sub-Tenant's head office at: MHI Fund Management Inc., c/o MHI Energy Partners, 350A, 300 - 5th Avenue, SW, Calgary, Alberta, T2P 3C4, Attention: Mr. Ron Miller; and
- (c) In the case of the Landlord, c/o The Cadillac Fairview Corporation Limited at 20 Queen Street West, Toronto, Ontario M5H 3R4, Attention: Corporate Secretary, with a copy to the Building Manager.

6. Definitions

It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as in the Lease.

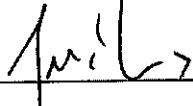


7. Binding Effect

This Agreement shall enure to the benefit of the Landlord and its successors and assigns and shall be binding upon each of the other parties hereto and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

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

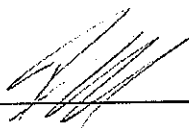
HOMBURG INVEST INC. (Tenant)

Per:  Authorized Signature

Per: _____ Authorized Signature

I/We have authority to bind the corporation.

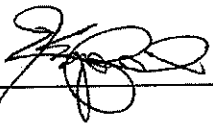
MHI FUND MANAGEMENT INC. (Sub-Tenant)

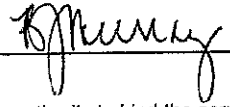
Per:  Authorized Signature

Per: _____ Authorized Signature

I/We have authority to bind the corporation.

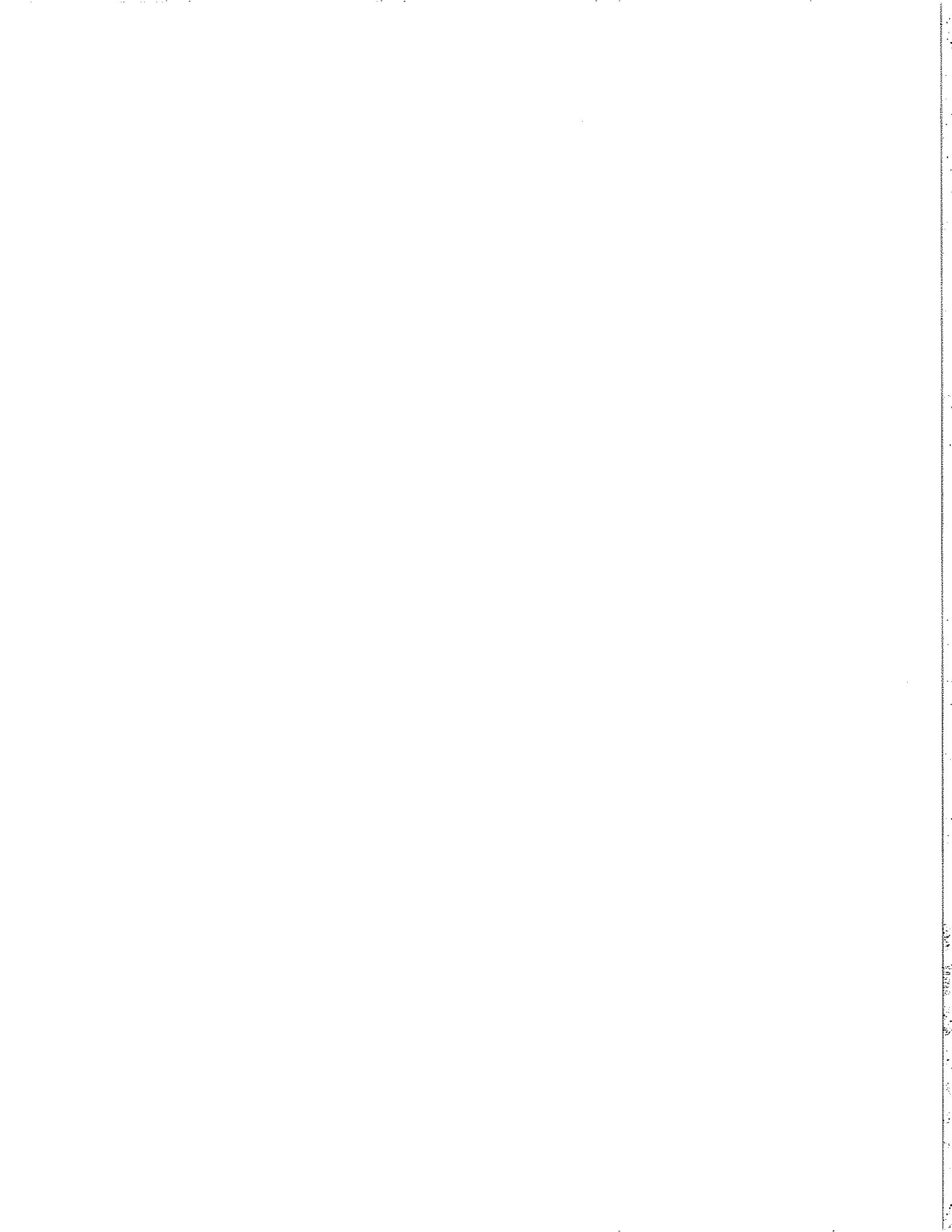
THE CADILLAC FAIRVIEW CORPORATION LIMITED (Landlord)

Per:  Authorized Signature

Per:  Authorized Signature

I/We have authority to bind the corporation.





CONSENT TO SUBLEASE

TO: HOMBURG INVEST INC. ("Tenant")

AND TO: LOGAN COMPLETION SYSTEMS INC. ("Sub-Tenant")

AND TO: THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")

RE: Sublease of a portion of the premises located at 635 – 8th Avenue SW, Calgary, Alberta, (the "Building") leased by the Tenant from the Landlord pursuant to a lease dated October 11, 2005, as amended, extended and assigned from time to time (hereinafter referred to as the "Lease").

DATE: June 1, 2011

WHEREAS pursuant to the Lease, the Landlord leases to the Tenant for a term expiring June 30, 2018 (the "Term"), certain premises consisting of approximately one hundred seventeen thousand, five hundred sixty-eight (117,568) square feet on the 7th, 8th, 9th, 12th, 17th, 18th, 19th, 20th, 21st and 22nd floors of the Building ("Headleased Premises");

AND WHEREAS pursuant to a sublease agreement dated the 4th day of May, 2011 (the "Sublease"), the Tenant has agreed: (i) to sublease to the Sub-Tenant a portion of the 8th floor of the Headleased Premises containing a rentable area of approximately six thousand, four hundred forty-five (6,445) square feet (the "Subleased Premises"), effective on January 2, 2012 and thereafter for the balance of the Term less one day (the "Sublet Term"); and (ii) to grant early occupancy of the Subleased Premises to the Sub-Tenant for the purpose of completing any approved renovations, alterations or leasehold improvements in or to the Subleased Premises and/or for conducting business, on the later of: (a) June 1, 2011, or (b) execution of this Consent to Sublease agreement by the parties, in a form acceptable to the Landlord.

1. Consideration

The consideration for this Agreement is the mutual covenants and agreements between the parties and the sum of Two Dollars (\$2.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which is acknowledged.

2. Consent

The Landlord consents to the Sublease subject to the rent reserved by, and the performance and observance of the terms of the Lease and subject to the terms and conditions set out in this Agreement.

3. Covenants of Sub-Tenant

(a) The Sub-Tenant covenants to pay the rent reserved in the Sublease and to observe and perform the covenants, conditions and agreements on the part of the Tenant contained in the Lease insofar as they are applicable to the Subleased Premises.

(b) The Sub-Tenant acknowledges that:

- (i) it has received a copy of the executed Lease and is familiar with its terms; and
- (ii) it waives any rights the Sub-Tenant may have under any legal or equitable rule of law or under the applicable Landlord and Tenant or Commercial Tenancies legislation of the province in which the Building is located, as amended from time to time, or any other applicable legislation, to apply to a Court or to otherwise elect to:
 - (A) retain the unexpired Term or the unexpired Sublet Term;
 - (B) obtain any right to enter into any lease or other agreement directly with the Landlord for the Subleased Premises or the Headleased Premises; and
 - (C) otherwise remain in possession of any portion of the Subleased Premises or the Headleased Premises,

in any case where the Lease is terminated, surrendered or otherwise cancelled including, without limitation, a disclaimer of the Lease by a trustee in bankruptcy of the Tenant.

(c) The Sub-Tenant shall use and occupy the Subleased Premises only as general offices and for no other purpose whatsoever.

(d) The Sub-Tenant will submit four sets of working drawings to the Landlord and the Tenant for approval, prior to doing any work in the Subleased Premises. The Sub-Tenant must use professional designers and contractors approved by the Landlord and Tenant for any work in the Subleased Premises.



4. Conditions

- (a) The Sub-Tenant shall be jointly and severally liable with the Tenant to observe and perform the Tenant's obligations in the Lease with respect to the Subleased Premises;
- (b) The Tenant is not released from the performance of any of the terms of the Lease;
- (c) This consent does not constitute a waiver of the necessity for obtaining consent to any assignment of the Lease or further subletting of the Headleased Premises or any other transfer of the Lease, nor is it to be construed or interpreted as a forfeiture of any of the rights of the Landlord contained in the Lease;
- (d) All costs, legal or otherwise, reasonably incurred by the Landlord with respect to this consent shall be paid by the Tenant;
- (e) By giving its consent, the Landlord does not acknowledge or approve of any of the terms of the Sublease (or any other related agreements) as between the Tenant and the Sub-Tenant, except for the subletting of the Subleased Premises itself; and
- (f) The Sub-Tenant shall not enter into or take possession of the Subleased Premises until it has delivered to the Landlord certificates of the insurance, or, if required by the Lease, certified copies of any insurance policy which the Sub-Tenant is required to take out under the terms of the Sublease and/or the Lease.
- (g) The Sub-Tenant and Tenant acknowledge and agree that the Landlord has no responsibility or liability for making any renovations, alterations or leasehold improvements in or to the Headleased Premises or the Subleased Premises, and all renovations, alterations or leasehold improvements in or to the Headleased Premises or Subleased Premises shall be undertaken and completed strictly in accordance with the provisions of the Lease.

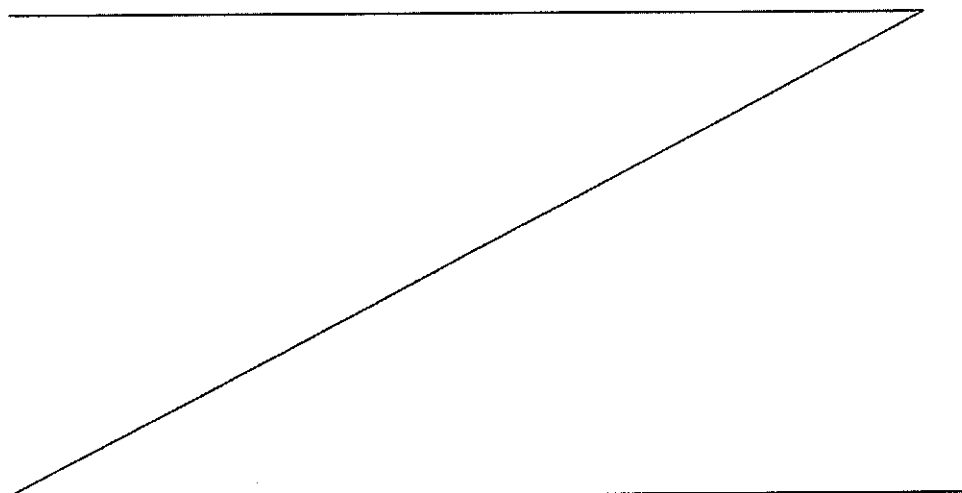
5. Notice

Any and all notices or demands by and from any of the parties hereto to the other shall be made in accordance with the applicable provisions of the Lease relating to the giving of notice and shall be forwarded to the following addresses:

- (a) In the case of the Tenant, at the Headleased Premises or, at the Landlord's option, at the Tenant's head office at: Homburg Invest Inc., c/o Homburg L.P. Management Incorporated, 225 - 4000 - 4th Street SE, Calgary, Alberta, T2G 2W3, Attention: Mr. Jim Caldwell;
- (b) In the case of the Sub-Tenant, at the Subleased Premises at: Suite 850, 635 - 8th Avenue SW, Calgary, Alberta, T2P 3M3, Attention: Office Manager; and
- (c) In the case of the Landlord, c/o The Cadillac Fairview Corporation Limited at 20 Queen Street West, Toronto, Ontario M5H 3R4, Attention: Corporate Secretary, with a copy to the Building Manager.

6. Definitions

It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as in the Lease.

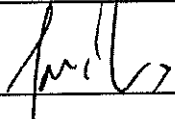


7. Binding Effect

This Agreement shall enure to the benefit of the Landlord and its successors and assigns and shall be binding upon each of the other parties hereto and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

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


) HOMBURG INVEST INC.
(Tenant)

Per: 
Authorized Signature

Per: _____
Authorized Signature

) I/We have authority to bind the corporation.


) LOGAN COMPLETION SYSTEMS INC.
(Sub-Tenant)

Per: 
Authorized Signature

Per: _____
Authorized Signature

) I/We have authority to bind the corporation.

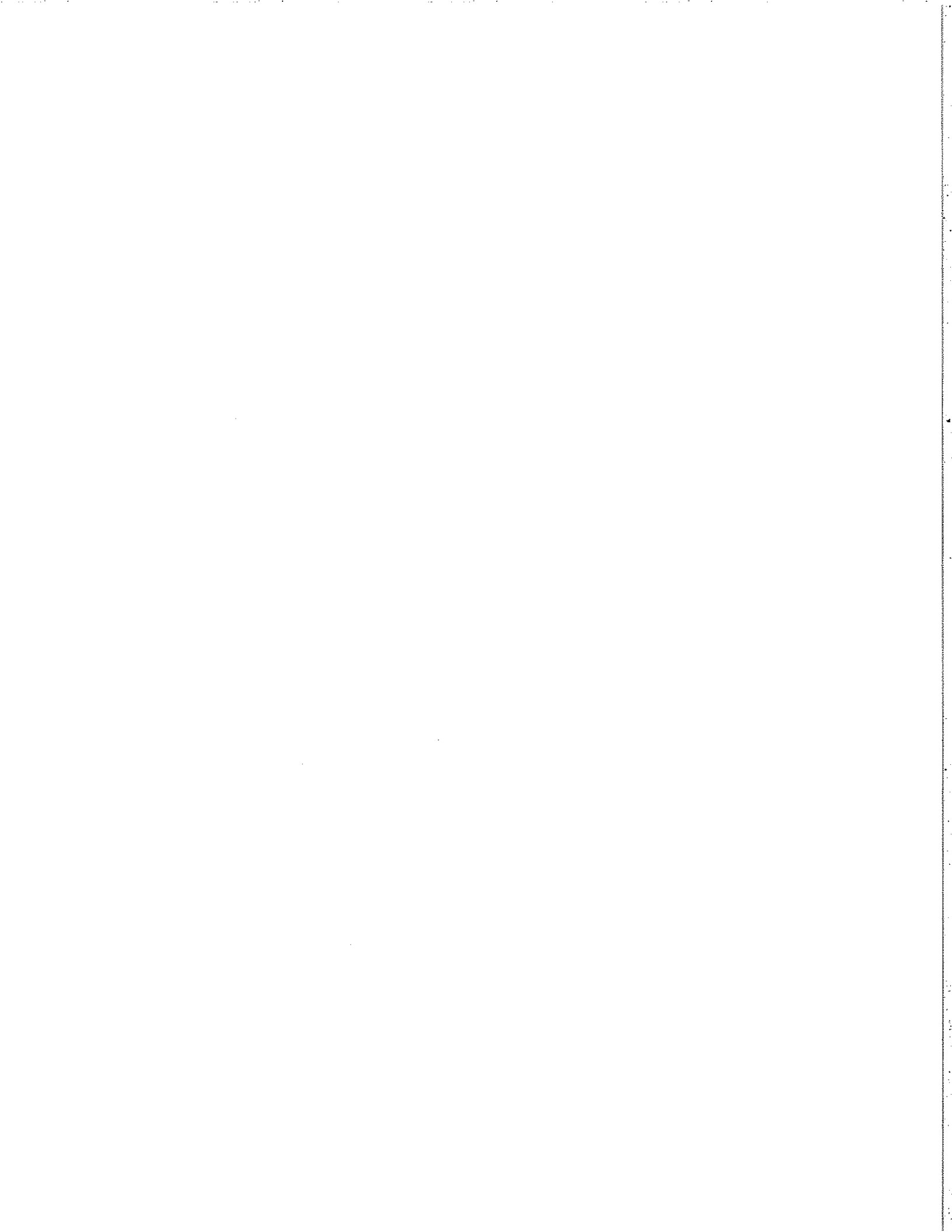
) THE CADILLAC FAIRVIEW CORPORATION LIMITED
(Landlord)

Per: 
Authorized Signature

Per: 
Authorized Signature

) I/We have authority to bind the corporation.





CONSENT TO SUBLEASE

TO: HOMBURG INVEST INC. ("Tenant")

AND TO: PREMIER PETROLEUM CORP. ("Sub-Tenant")

AND TO: THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")

RE: Sublease of a portion of the premises located at 635 – 8th Avenue SW, Calgary, Alberta, (the "Building") leased by the Tenant from the Landlord pursuant to a lease dated October 11, 2005, as amended, extended and assigned from time to time (hereinafter referred to as the "Lease"),

DATE: May 17, 2011

WHEREAS pursuant to the Lease, the Landlord leases to the Tenant for a term expiring June 30, 2018 (the "Term"), certain premises consisting of approximately one hundred seventeen thousand, five hundred sixty-eight (117,568) square feet on the 7th, 8th, 9th, 12th, 17th, 18th, 19th, 20th, 21st and 22nd floors of the Building ("Headleased Premises");

AND WHEREAS pursuant to a sublease agreement dated the 20th day of April, 2011 (the "Sublease"), the Tenant has agreed: (i) to sublease to the Sub-Tenant the entire 22nd floor of the Headleased Premises containing a rentable area of approximately eight thousand, eight hundred ninety-eight (8,898) square feet (the "Subleased Premises"), effective on August 1, 2011 and thereafter for the balance of the Term less one day (the "Sublet Term"); and (ii) to grant early occupancy of the Subleased Premises to the Sub-Tenant for the purpose of completing any approved renovations, alterations or leasehold improvements in or to the Subleased Premises and/or for conducting business, on the later of: (a) May 1, 2011, or (b) execution of this Consent to Sublease agreement by the parties, in a form acceptable to the Landlord.

1. Consideration

The consideration for this Agreement is the mutual covenants and agreements between the parties and the sum of Two Dollars (\$2.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which is acknowledged.

2. Consent

The Landlord consents to the Sublease subject to the rent reserved by, and the performance and observance of the terms of the Lease and subject to the terms and conditions set out in this Agreement.

3. Covenants of Sub-Tenant

(a) The Sub-Tenant covenants to pay the rent reserved in the Sublease and to observe and perform the covenants, conditions and agreements on the part of the Tenant contained in the Lease insofar as they are applicable to the Subleased Premises.

(b) The Sub-Tenant acknowledges that:

- (i) it has received a copy of the executed Lease and is familiar with its terms; and
- (ii) it waives any rights the Sub-Tenant may have under any legal or equitable rule of law or under the applicable Landlord and Tenant or Commercial Tenancies legislation of the province in which the Building is located, as amended from time to time, or any other applicable legislation, to apply to a Court or to otherwise elect to:
 - (A) retain the unexpired Term or the unexpired Sublet Term;
 - (B) obtain any right to enter into any lease or other agreement directly with the Landlord for the Subleased Premises or the Headleased Premises; and
 - (C) otherwise remain in possession of any portion of the Subleased Premises or the Headleased Premises,

in any case where the Lease is terminated, surrendered or otherwise cancelled including, without limitation, a disclaimer of the Lease by a trustee in bankruptcy of the Tenant.

(c) The Sub-Tenant shall use and occupy the Subleased Premises only as general offices and for no other purpose whatsoever.

(d) The Sub-Tenant will submit four sets of working drawings to the Landlord and the Tenant for approval, prior to doing any work in the Subleased Premises. The Sub-Tenant must use professional designers and contractors approved by the Landlord and Tenant for any work in the Subleased Premises.



4. Conditions

- (a) The Sub-Tenant shall be jointly and severally liable with the Tenant to observe and perform the Tenant's obligations in the Lease with respect to the Subleased Premises;
- (b) The Tenant is not released from the performance of any of the terms of the Lease;
- (c) This consent does not constitute a waiver of the necessity for obtaining consent to any assignment of the Lease or further subletting of the Headleased Premises or any other transfer of the Lease, nor is it to be construed or interpreted as a forfeiture of any of the rights of the Landlord contained in the Lease;
- (d) All costs, legal or otherwise, reasonably incurred by the Landlord with respect to this consent shall be paid by the Tenant;
- (e) By giving its consent, the Landlord does not acknowledge or approve of any of the terms of the Sublease (or any other related agreements) as between the Tenant and the Sub-Tenant, except for the subletting of the Subleased Premises itself; and
- (f) The Sub-Tenant shall not enter into or take possession of the Subleased Premises until it has delivered to the Landlord certificates of the insurance, or, if required by the Lease, certified copies of any insurance policy which the Sub-Tenant is required to take out under the terms of the Sublease and/or the Lease.
- (g) The Sub-Tenant and Tenant acknowledge and agree that the Landlord has no responsibility or liability for making any renovations, alterations or leasehold improvements in or to the Headleased Premises or the Subleased Premises, and all renovations, alterations or leasehold improvements in or to the Headleased Premises or Subleased Premises shall be undertaken and completed strictly in accordance with the provisions of the Lease.

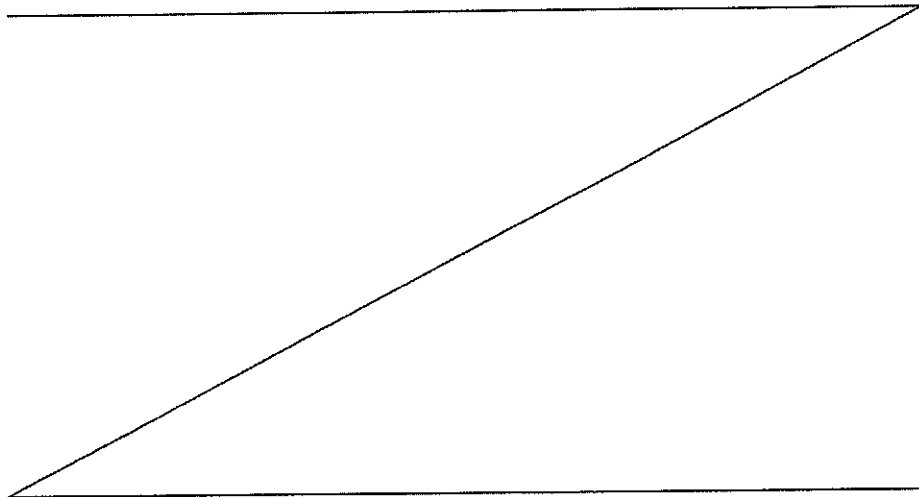
5. Notice

Any and all notices or demands by and from any of the parties hereto to the other shall be made in accordance with the applicable provisions of the Lease relating to the giving of notice and shall be forwarded to the following addresses:

- (a) In the case of the Tenant, at the Headleased Premises or, at the Landlord's option, at the Tenant's head office at: Homburg Invest Inc., c/o Homburg L.P. Management Incorporated, 225 - 4000 - 4th Street SE, Calgary, Alberta, T2G 2W3, Attention: Mr. Jim Caldwell;
- (b) In the case of the Sub-Tenant, at the Subleased Premises or, if prior to August 1, 2011, at the Sub-Tenant's head office at: Premier Petroleum Corp., Suite 690, 500 - 5th Avenue, SW, Calgary, Alberta, T2P 0L6, Attention: Mr. Charles Dove; and
- (c) In the case of the Landlord, c/o The Cadillac Fairview Corporation Limited at 20 Queen Street West, Toronto, Ontario M5H 3R4, Attention: Corporate Secretary, with a copy to the Building Manager.

6. Definitions

It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as in the Lease.

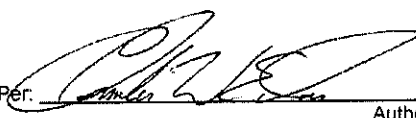


7. Binding Effect

This Agreement shall enure to the benefit of the Landlord and its successors and assigns and shall be binding upon each of the other parties hereto and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

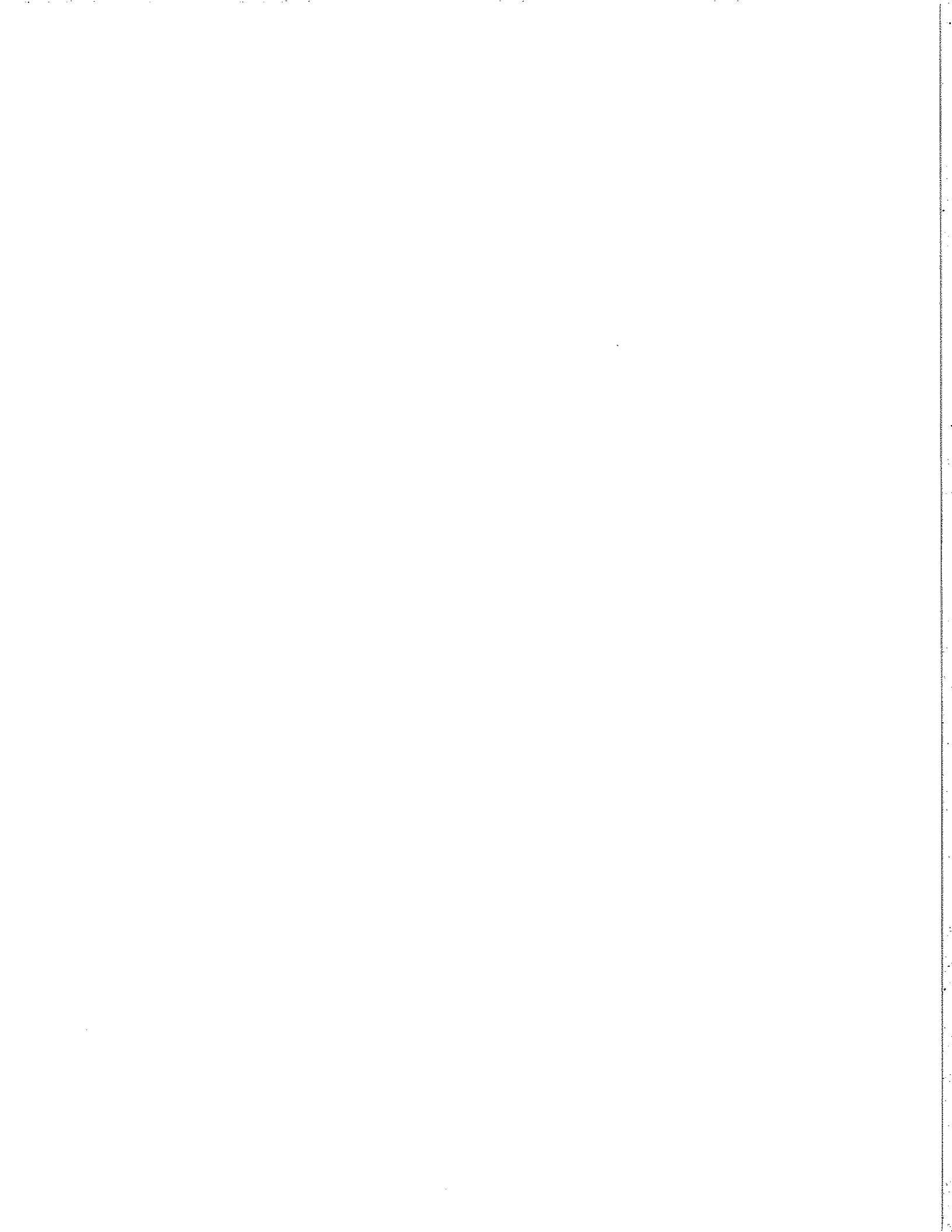
IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the day and year first above written.

) HOMBURG INVEST INC. (Tenant)
Per:  Authorized Signature
Per: _____ Authorized Signature
I/We have authority to bind the corporation.

) PREMIER PETROLEUM CORP. (Sub-Tenant)
Per:  Authorized Signature
Per: _____ Authorized Signature
I/We have authority to bind the corporation.

) THE CADILLAC FAIRVIEW CORPORATION LIMITED (Landlord)
Per:  Authorized Signature
Per:  Authorized Signature
I/We have authority to bind the corporation.





CONSENT TO SUBLEASE

TO: HOMBURG INVEST INC. ("Tenant")

AND TO: MOE HANNAH MCNEILL LLP ("Sub-Tenant")

AND TO: THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")

RE: Sublease of a portion of the premises located at 635 – 8th Avenue SW, Calgary, Alberta, (the "Building") leased by the Tenant from the Landlord pursuant to a lease dated October 11, 2005, as amended, extended and assigned from time to time (hereinafter referred to as the "Lease").

DATE: April 15, 2011

WHEREAS pursuant to the Lease, the Landlord leases to the Tenant for a term expiring June 30, 2018 (the "Term"), certain premises consisting of approximately one hundred seventeen thousand, five hundred sixty-eight (117,568) square feet on the 7th, 8th, 9th, 12th, 17th, 18th, 19th, 20th, 21st and 22nd floors of the Building ("Headleased Premises");

AND WHEREAS pursuant to a sublease agreement dated the 9th day of March, 2011 (the "Sublease"), the Tenant has agreed: (i) to sublease to the Sub-Tenant a portion of the 8th floor of the Headleased Premises containing a rentable area of approximately five thousand, six hundred sixteen (5,616) square feet (the "Subleased Premises"), effective on December 1, 2011 and thereafter for the balance of the Term less one day (the "Sublet Term"); and (ii) to grant early occupancy of the Subleased Premises to the Sub-Tenant on July 1, 2011 for the purpose of completing any approved renovations, alterations or leasehold improvements in or to the Subleased Premises and/or for conducting business.

1. Consideration

The consideration for this Agreement is the mutual covenants and agreements between the parties and the sum of Two Dollars (\$2.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which is acknowledged.

2. Consent

The Landlord consents to the Sublease subject to the rent reserved by, and the performance and observance of the terms of the Lease and subject to the terms and conditions set out in this Agreement.

3. Covenants of Sub-Tenant

(a) The Sub-Tenant covenants to pay the rent reserved in the Sublease and to observe and perform the covenants, conditions and agreements on the part of the Tenant contained in the Lease insofar as they are applicable to the Subleased Premises.

(b) The Sub-Tenant acknowledges that:

- (i) it has received a copy of the executed Lease and is familiar with its terms; and
- (ii) it waives any rights the Sub-Tenant may have under any legal or equitable rule of law or under the applicable Landlord and Tenant or Commercial Tenancies legislation of the province in which the Building is located, as amended from time to time, or any other applicable legislation, to apply to a Court or to otherwise elect to:

- (A) retain the unexpired Term or the unexpired Sublet Term;
- (B) obtain any right to enter into any lease or other agreement directly with the Landlord for the Subleased Premises or the Headleased Premises; and
- (C) otherwise remain in possession of any portion of the Subleased Premises or the Headleased Premises,

in any case where the Lease is terminated, surrendered or otherwise cancelled including, without limitation, a disclaimer of the Lease by a trustee in bankruptcy of the Tenant.

(c) The Sub-Tenant shall use and occupy the Subleased Premises only as general offices and for no other purpose whatsoever.

(d) The Sub-Tenant will submit four sets of working drawings to the Landlord and the Tenant for approval, prior to doing any work in the Subleased Premises. The Sub-Tenant must use professional designers and contractors approved by the Landlord and Tenant for any work in the Subleased Premises.

Q



4. Conditions

- (a) The Sub-Tenant shall be jointly and severally liable with the Tenant to observe and perform the Tenant's obligations in the Lease with respect to the Subleased Premises;
- (b) The Tenant is not released from the performance of any of the terms of the Lease;
- (c) This consent does not constitute a waiver of the necessity for obtaining consent to any assignment of the Lease or further subletting of the Headleased Premises or any other transfer of the Lease, nor is it to be construed or interpreted as a forfeiture of any of the rights of the Landlord contained in the Lease;
- (d) All costs, legal or otherwise, reasonably incurred by the Landlord with respect to this consent shall be paid by the Tenant;
- (e) By giving its consent, the Landlord does not acknowledge or approve of any of the terms of the Sublease (or any other related agreements) as between the Tenant and the Sub-Tenant, except for the subletting of the Subleased Premises itself; and
- (f) The Sub-Tenant shall not enter into or take possession of the Subleased Premises until it has delivered to the Landlord certificates of the insurance, or, if required by the Lease, certified copies of any insurance policy which the Sub-Tenant is required to take out under the terms of the Sublease and/or the Lease.
- (g) The Sub-Tenant and Tenant acknowledge and agree that the Landlord has no responsibility or liability for making any renovations, alterations or leasehold improvements in or to the Headleased Premises or the Subleased Premises, and all renovations, alterations or leasehold improvements in or to the Headleased Premises or Subleased Premises shall be undertaken and completed strictly in accordance with the provisions of the Lease.

5. Notice

Any and all notices or demands by and from any of the parties hereto to the other shall be made in accordance with the applicable provisions of the Lease relating to the giving of notice and shall be forwarded to the following addresses:

- (a) In the case of the Tenant, at the Headleased Premises or, at the Landlord's option, at the Tenant's head office at: Homburg Invest Inc., c/o Homburg L.P. Management Incorporated, 225 – 4000 – 4th Street SE, Calgary, Alberta, T2G 2W3, Attention: Mr. Jim Caldwell;
- (b) In the case of the Sub-Tenant, at the Subleased Premises or, at the Landlord's option, at the Sub-Tenant's head office at: Moe Hannah McNeill LLP, Suite 800, 635 – 8th Avenue, SW, Calgary, Alberta, T2P 3M3, Attention: Mr. Douglas G. Moe, Q.C.; and
- (c) In the case of the Landlord, c/o The Cadillac Fairview Corporation Limited at 20 Queen Street West, Toronto, Ontario M5H 3R4, Attention: Corporate Secretary, with a copy to the Building Manager.

6. Definitions

It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as in the Lease.

9

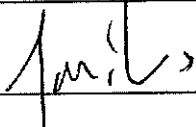


7. Binding Effect

This Agreement shall enure to the benefit of the Landlord and its successors and assigns and shall be binding upon each of the other parties hereto and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

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


) HOMBURG INVEST INC. (Tenant)

) Per:  Authorized Signature

) Per: _____ Authorized Signature

) I/We have authority to bind the corporation.


) MOE HANNAH MCNEILL LLP (Sub-Tenant)

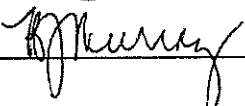
) Per:  Partner

) Per: _____ Partner

) I/We have authority to bind the Partnership.

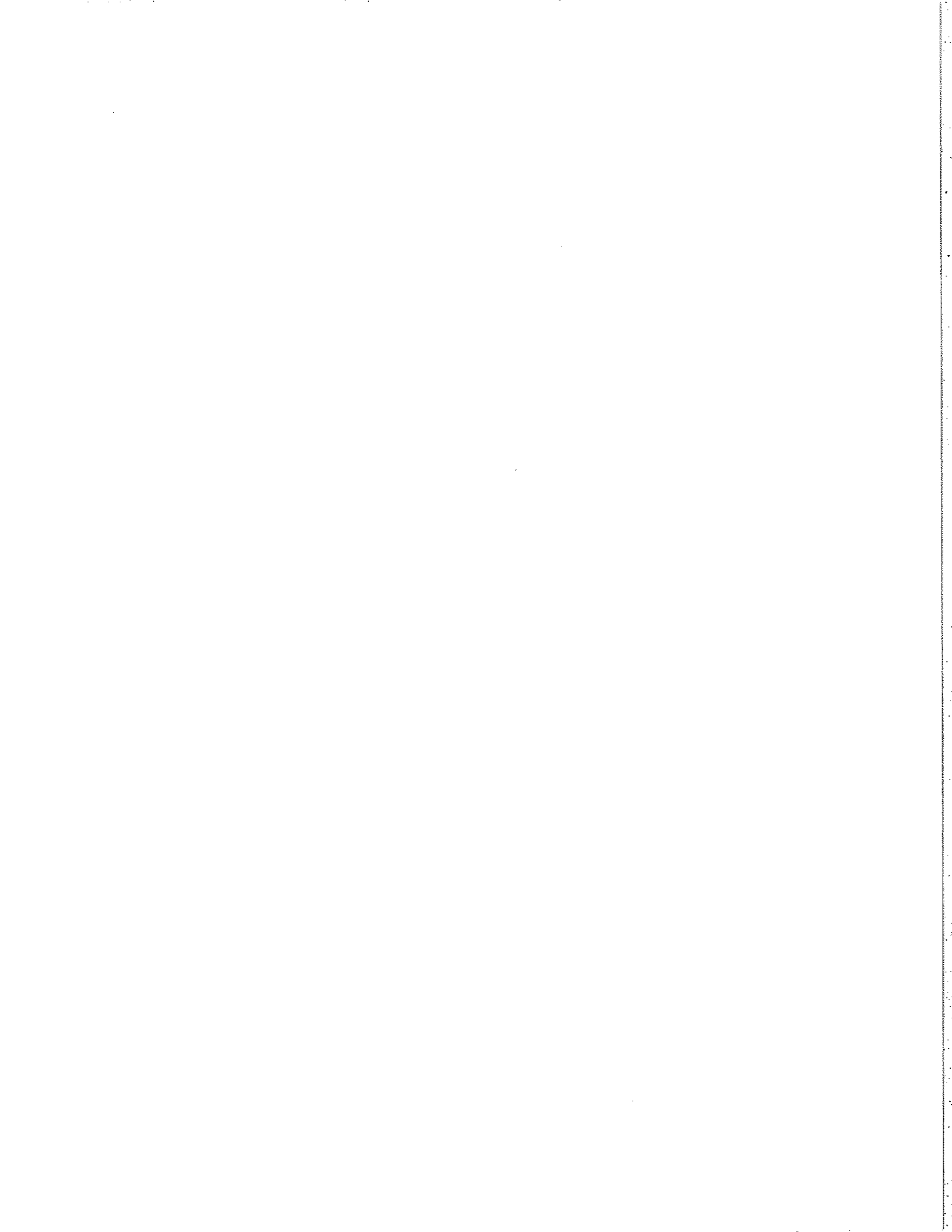
) THE CADILLAC FAIRVIEW CORPORATION LIMITED (Landlord)

) Per:  Authorized Signature

) Per:  Authorized Signature

) I/We have authority to bind the corporation.





CONSENT TO SUBLEASE

TO: HOMBURG INVEST INC. ("Tenant")
AND TO: TUCKER WIRELINE SERVICES CANADA INC. ("Sub-Tenant")
AND TO: THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")
RE: Sublease of a portion of the premises located at 635 – 8th Avenue SW, Calgary, Alberta, (the "Building") leased by the Tenant from the Landlord pursuant to a lease dated October 11, 2005, as amended, extended and assigned from time to time (hereinafter referred to as the "Lease"),
DATE: June 2, 2011

WHEREAS pursuant to the Lease, the Landlord leases to the Tenant for a term expiring June 30, 2018 (the "Term"), certain premises consisting of approximately one hundred seventeen thousand, five hundred sixty-eight (117,568) square feet on the 7th, 8th, 9th, 12th, 17th, 18th, 19th, 20th, 21st and 22nd floors of the Building ("Headleased Premises");

AND WHEREAS pursuant to a sublease agreement dated the 4th day of May, 2011 (the "Sublease"), the Tenant has agreed: (i) to sublease to the Sub-Tenant a portion of the 9th floor of the Headleased Premises containing a rentable area of approximately eight thousand, five hundred eighty-one (8,581) square feet (the "Subleased Premises"), effective on March 1, 2012 and thereafter for the balance of the Term less one day (the "Sublet Term"); and (ii) to grant early occupancy of the Subleased Premises to the Sub-Tenant on September 1, 2011 for the purpose of completing any approved renovations, alterations or leasehold improvements in or to the Subleased Premises and/or for conducting business.

1. Consideration

The consideration for this Agreement is the mutual covenants and agreements between the parties and the sum of Two Dollars (\$2.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which is acknowledged.

2. Consent

The Landlord consents to the Sublease subject to the rent reserved by, and the performance and observance of the terms of the Lease and subject to the terms and conditions set out in this Agreement.

3. Covenants of Sub-Tenant

- (a) The Sub-Tenant covenants to pay the rent reserved in the Sublease and to observe and perform the covenants, conditions and agreements on the part of the Tenant contained in the Lease insofar as they are applicable to the Subleased Premises.
- (b) The Sub-Tenant acknowledges that:
 - (i) It has received a copy of the executed Lease and is familiar with its terms; and
 - (ii) it waives any rights the Sub-Tenant may have under any legal or equitable rule of law or under the applicable Landlord and Tenant or Commercial Tenancies legislation of the province in which the Building is located, as amended from time to time, or any other applicable legislation, to apply to a Court or to otherwise elect to:
 - (A) retain the unexpired Term or the unexpired Sublet Term;
 - (B) obtain any right to enter into any lease or other agreement directly with the Landlord for the Subleased Premises or the Headleased Premises; and
 - (C) otherwise remain in possession of any portion of the Subleased Premises or the Headleased Premises,in any case where the Lease is terminated, surrendered or otherwise cancelled including, without limitation, a disclaimer of the Lease by a trustee in bankruptcy of the Tenant.
- (c) The Sub-Tenant shall use and occupy the Subleased Premises only as general offices and for no other purpose whatsoever.
- (d) The Sub-Tenant will submit four sets of working drawings to the Landlord and the Tenant for approval, prior to doing any work in the Subleased Premises. The Sub-Tenant must use professional designers and contractors approved by the Landlord and Tenant for any work in the Subleased Premises.



4. Conditions

- (a) The Sub-Tenant shall be jointly and severally liable with the Tenant to observe and perform the Tenant's obligations in the Lease with respect to the Subleased Premises;
- (b) The Tenant is not released from the performance of any of the terms of the Lease;
- (c) This consent does not constitute a waiver of the necessity for obtaining consent to any assignment of the Lease or further subletting of the Headleased Premises or any other transfer of the Lease, nor is it to be construed or interpreted as a forfeiture of any of the rights of the Landlord contained in the Lease;
- (d) All costs, legal or otherwise, reasonably incurred by the Landlord with respect to this consent shall be paid by the Tenant;
- (e) By giving its consent, the Landlord does not acknowledge or approve of any of the terms of the Sublease (or any other related agreements) as between the Tenant and the Sub-Tenant, except for the subletting of the Subleased Premises itself; and
- (f) The Sub-Tenant shall not enter into or take possession of the Subleased Premises until it has delivered to the Landlord certificates of the insurance, or, if required by the Lease, certified copies of any insurance policy which the Sub-Tenant is required to take out under the terms of the Sublease and/or the Lease.
- (g) The Sub-Tenant and Tenant acknowledge and agree that the Landlord has no responsibility or liability for making any renovations, alterations or leasehold improvements in or to the Headleased Premises or the Subleased Premises, and all renovations, alterations or leasehold improvements in or to the Headleased Premises or Subleased Premises shall be undertaken and completed strictly in accordance with the provisions of the Lease.

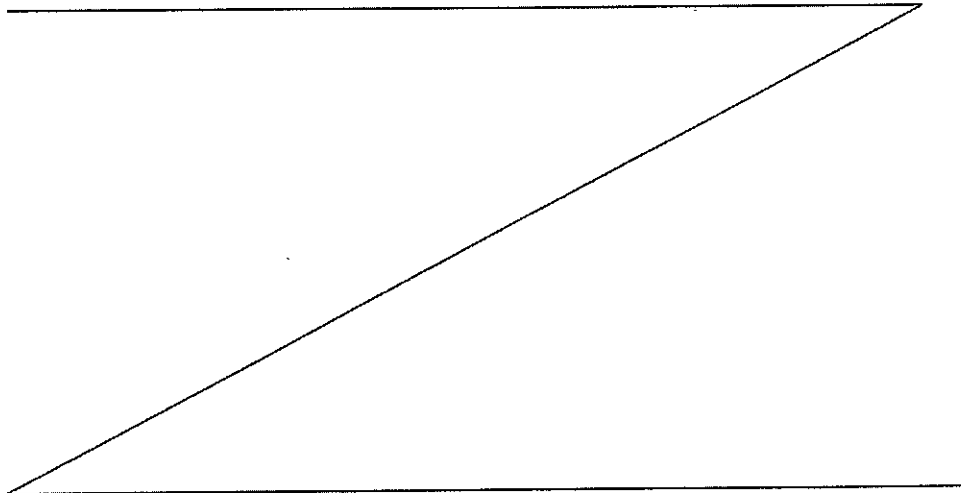
5. Notice

Any and all notices or demands by and from any of the parties hereto to the other shall be made in accordance with the applicable provisions of the Lease relating to the giving of notice and shall be forwarded to the following addresses:

- (a) In the case of the Tenant, at the Headleased Premises or, at the Landlord's option, at the Tenant's head office at: Homburg Invest Inc., c/o Homburg L.P. Management Incorporated, 225 - 4000 - 4th Street SE, Calgary, Alberta, T2G 2W3, Attention: Mr. Jim Caldwell;
- (b) In the case of the Sub-Tenant, at the Subleased Premises or, if prior to September 1, 2011, at the Sub-Tenant's head office at: 900, 444 - 5th Avenue SW, Calgary, Alberta, T2P 2T8, Attention: Mr. Ken DeLong; and
- (c) In the case of the Landlord, c/o The Cadillac Fairview Corporation Limited at 20 Queen Street West, Toronto, Ontario M5H 3R4, Attention: Corporate Secretary, with a copy to the Building Manager.

6. Definitions

It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as in the Lease.



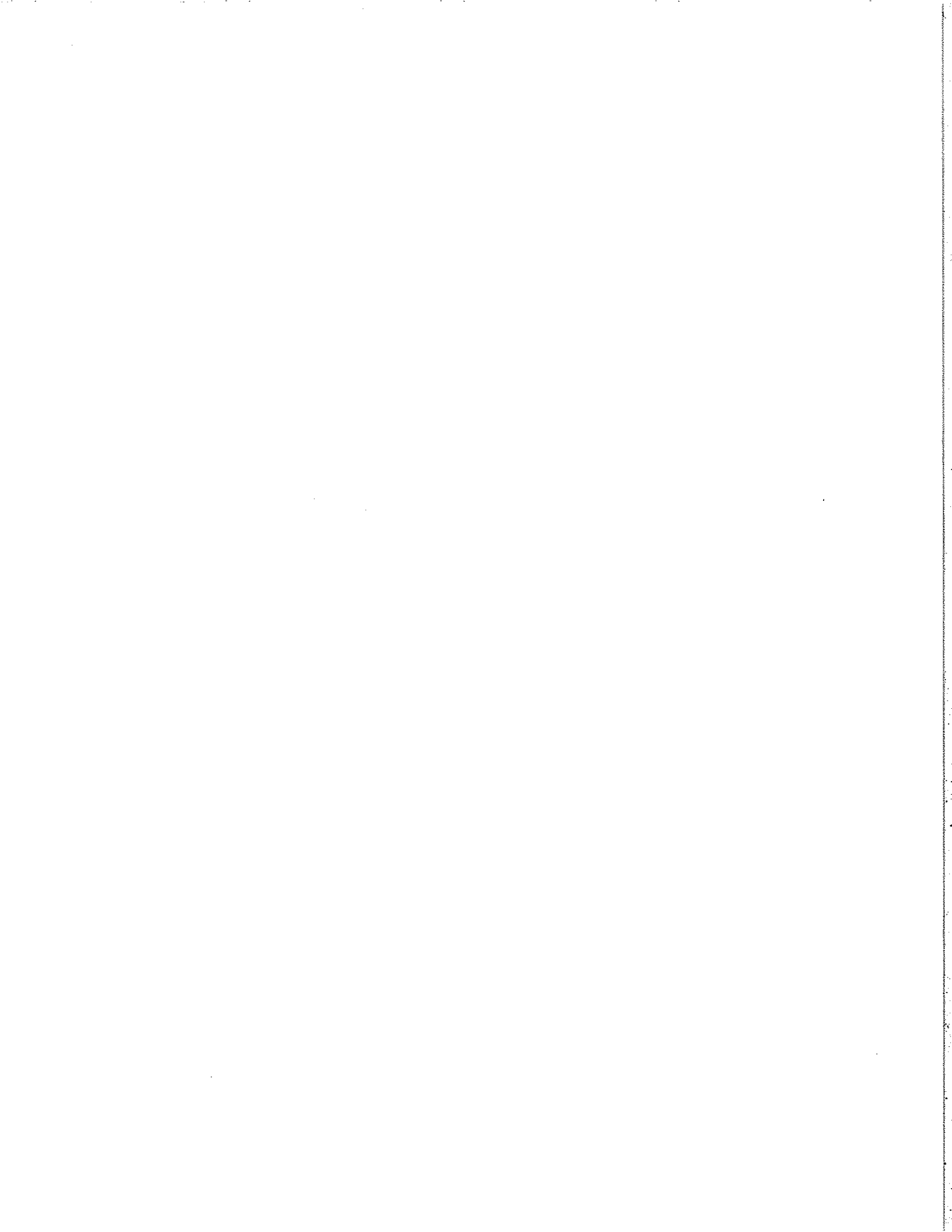
7. Binding Effect

This Agreement shall enure to the benefit of the Landlord and its successors and assigns and shall be binding upon each of the other parties hereto and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

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

) HOMBURG INVEST INC. (Tenant)
Per: [Signature] Authorized Signature
Per: _____ Authorized Signature
I/We have authority to bind the corporation.
) TUCKER WIRELINE SERVICES CANADA INC. (Sub-Tenant)
Per: [Signature] Authorized Signature
Per: [Signature] Authorized Signature
I/We have authority to bind the corporation.
) THE CADILLAC FAIRVIEW CORPORATION LIMITED (Landlord)
Per: [Signature] Authorized Signature
Per: [Signature] Authorized Signature
I/We have authority to bind the corporation.





CONSENT TO SUBLEASE

TO: HOMBURG INVEST INC. ("Tenant")
AND TO: SURGE ENERGY INC. ("Sub-Tenant")
AND TO: THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")
RE: Sublease of a portion of the premises located at 635 – 8th Avenue SW, Calgary, Alberta, (the "Building") leased by the Tenant from the Landlord pursuant to a lease dated October 11, 2005, as amended, extended and assigned from time to time (hereinafter referred to as the "Lease"),
DATE: February 17, 2011

WHEREAS pursuant to the Lease, the Landlord leases to the Tenant for a term expiring June 30, 2018 (the "Term"), certain premises consisting of approximately one hundred seventeen thousand, five hundred sixty-eight (117,568) square feet on the 7th, 8th, 9th, 12th, 17th, 18th, 19th, 20th, 21st and 22nd floors of the Building ("Headleased Premises");

AND WHEREAS pursuant to a sublease agreement dated the 25th day of November, 2010 (the "Sublease"), the Tenant has agreed: (i) to sublease to the Sub-Tenant the entire 20th and 21st floors of the Headleased Premises containing a rentable area of approximately twenty-four thousand, one hundred fifty-five (24,155) square feet (the "Subleased Premises"), effective on February 1, 2012 and thereafter for the balance of the Term less one day (the "Sublet Term"); and (ii) to grant early occupancy of the Subleased Premises to the Sub-Tenant on April 1, 2011 for the purpose of completing any approved renovations, alterations or leasehold improvements in or to the Subleased Premises and/or for conducting business.

1. Consideration

The consideration for this Agreement is the mutual covenants and agreements between the parties and the sum of Two Dollars (\$2.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which is acknowledged.

2. Consent

The Landlord consents to the Sublease subject to the rent reserved by, and the performance and observance of the terms of the Lease and subject to the terms and conditions set out in this Agreement.

3. Covenants of Sub-Tenant

- (a) The Sub-Tenant covenants to pay the rent reserved in the Sublease and to observe and perform the covenants, conditions and agreements on the part of the Tenant contained in the Lease insofar as they are applicable to the Subleased Premises.
- (b) The Sub-Tenant acknowledges that:
 - (i) it has received a copy of the executed Lease and is familiar with its terms; and
 - (ii) it waives any rights the Sub-Tenant may have under any legal or equitable rule of law or under the applicable Landlord and Tenant or Commercial Tenancies legislation of the province in which the Building is located, as amended from time to time, or any other applicable legislation, to apply to a Court or to otherwise elect to:
 - (A) retain the unexpired Term or the unexpired Sublet Term;
 - (B) obtain any right to enter into any lease or other agreement directly with the Landlord for the Subleased Premises or the Headleased Premises; and
 - (C) otherwise remain in possession of any portion of the Subleased Premises or the Headleased Premises,in any case where the Lease is terminated, surrendered or otherwise cancelled including, without limitation, a disclaimer of the Lease by a trustee in bankruptcy of the Tenant.
- (c) The Sub-Tenant shall use and occupy the Subleased Premises only as general offices and for no other purpose whatsoever.
- (d) The Sub-Tenant will submit four sets of working drawings to the Landlord and the Tenant for approval, prior to doing any work in the Subleased Premises. The Sub-Tenant must use professional designers and contractors approved by the Landlord and Tenant for any work in the Subleased Premises.



4. Conditions

- (a) The Sub-Tenant shall be jointly and severally liable with the Tenant to observe and perform the Tenant's obligations in the Lease with respect to the Subleased Premises. With respect to the Sub-Tenant's payment of Net Rent in respect of the Subleased Premises, the Landlord acknowledges the Sub-Tenant covenants to pay FOURTEEN DOLLARS (\$14.00) per square foot of the Rentable Area of the Subleased Premises;
- (b) The Tenant is not released from the performance of any of the terms of the Lease;
- (c) This consent does not constitute a waiver of the necessity for obtaining consent to any assignment of the Lease or further subletting of the Headleased Premises or any other transfer of the Lease, nor is it to be construed or interpreted as a forfeiture of any of the rights of the Landlord contained in the Lease;
- (d) All costs, legal or otherwise, reasonably incurred by the Landlord with respect to this consent shall be paid by the Tenant;
- (e) By giving its consent, the Landlord does not acknowledge or approve of any of the terms of the Sublease (or any other related agreements) as between the Tenant and the Sub-Tenant, except for the subletting of the Subleased Premises itself; and
- (f) The Sub-Tenant shall not enter into or take possession of the Subleased Premises until it has delivered to the Landlord certificates of the insurance, or, if required by the Lease, certified copies of any insurance policy which the Sub-Tenant is required to take out under the terms of the Sublease and/or the Lease.
- (g) The Sub-Tenant and Tenant acknowledge and agree that the Landlord has no responsibility or liability for making any renovations, alterations or leasehold improvements in or to the Headleased Premises or the Subleased Premises, and all renovations, alterations or leasehold improvements in or to the Headleased Premises or Subleased Premises shall be undertaken and completed strictly in accordance with the provisions of the Lease.

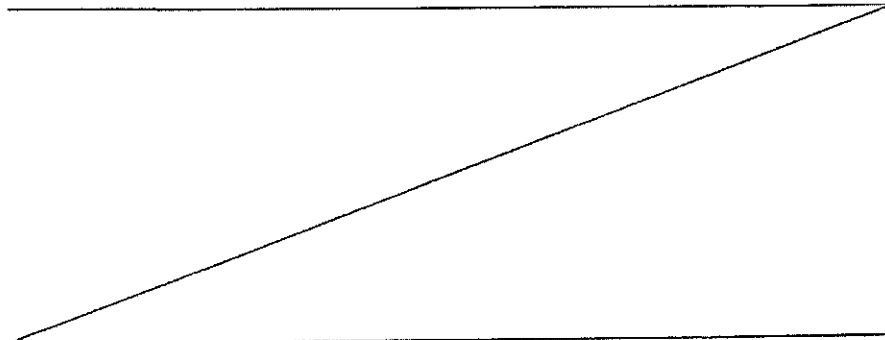
5. Notice

Any and all notices or demands by and from any of the parties hereto to the other shall be made in accordance with the applicable provisions of the Lease relating to the giving of notice and shall be forwarded to the following addresses:

- (a) In the case of the Tenant, at the Headleased Premises or, at the Landlord's option, at the Tenant's head office at: Homburg Invest Inc., c/o Homburg L.P. Management Incorporated, 225 - 4000 - 4th Street SE, Calgary, Alberta, T2G 2W3, Attention: Mr. Jim Caldwell;
- (b) In the case of the Sub-Tenant, at the Subleased Premises or, at the Landlord's option, at the Sub-Tenant's head office at: Surge Energy Inc., 2300 - 635 - 8th Avenue, SW, Calgary, Alberta, T2P 3M3, Attention: Mr. Max Lof, Chief Financial Officer; and
- (c) In the case of the Landlord, c/o The Cadillac Fairview Corporation Limited at 20 Queen Street West, Toronto, Ontario M5H 3R4, Attention: Corporate Secretary, with a copy to the Building Manager.

6. Definitions

It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as in the Lease.



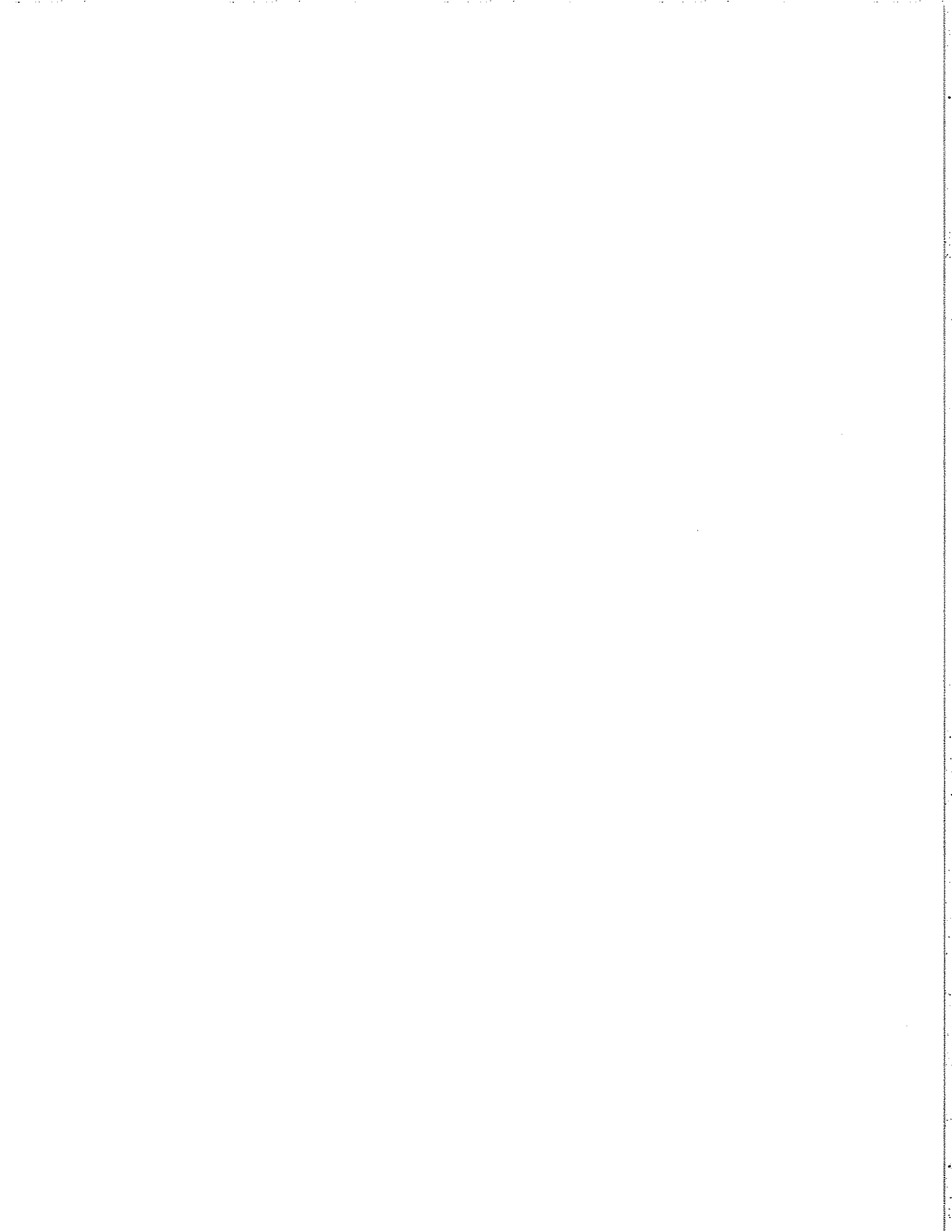
7. Binding Effect

This Agreement shall enure to the benefit of the Landlord and its successors and assigns and shall be binding upon each of the other parties hereto and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

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

) HOMBURG INVEST INC. _____ (Tenant)
)
) Per: [Signature] _____ Authorized Signature
)
) Per: _____ Authorized Signature
) I/We have authority to bind the corporation.
)
) SURGE ENERGY INC. _____ (Sub-Tenant)
)
) Per: [Signature] _____ Authorized Signature
)
) Per: [Signature] _____ Authorized Signature
) I/We have authority to bind the corporation.
)
) THE CADILLAC FAIRVIEW CORPORATION LIMITED _____ (Landlord)
)
) Per: [Signature] _____ Authorized Signature
)
) Per: [Signature] _____ Authorized Signature
) I/We have authority to bind the corporation.
)





CONSENT TO SUBLEASE

TO: HOMBURG INVEST INC. ("Tenant")
AND TO: NEOTECHNOLOGY CONSULTANTS LTD. ("Sub-Tenant")
AND TO: THE CADILLAC FAIRVIEW CORPORATION LIMITED ("Landlord")
RE: Sublease of a portion of the premises located at 635 – 8th Avenue SW, Calgary, Alberta, (the "Building") leased by the Tenant from the Landlord pursuant to a lease dated October 11, 2005, as amended, extended and assigned from time to time (hereinafter referred to as the "Lease").
DATE: July 15, 2011

WHEREAS pursuant to the Lease, the Landlord leases to the Tenant for a term expiring June 30, 2018 (the "Term"), certain premises consisting of approximately one hundred seventeen thousand, five hundred sixty-eight (117,568) square feet on the 7th, 8th, 9th, 12th, 17th, 18th, 19th, 20th, 21st and 22nd floors of the Building ("Headleased Premises");

AND WHEREAS pursuant to a sublease agreement dated the 4th day of May, 2011 (the "Sublease"), the Tenant has agreed: (i) to sublease to the Sub-Tenant a portion of the 7th floor of the Headleased Premises containing a rentable area of approximately eight thousand, two hundred sixty-four (8,264) square feet (the "Subleased Premises"), effective on January 1, 2012 and thereafter for the balance of the Term less one day (the "Sublet Term"); and (ii) to grant early occupancy of the Subleased Premises to the Sub-Tenant on August 1, 2011 for the purpose of completing any approved renovations, alterations or leasehold improvements in or to the Subleased Premises and/or for conducting business.

1. Consideration

The consideration for this Agreement is the mutual covenants and agreements between the parties and the sum of Two Dollars (\$2.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which is acknowledged.

2. Consent

The Landlord consents to the Sublease subject to the rent reserved by, and the performance and observance of the terms of the Lease and subject to the terms and conditions set out in this Agreement.

3. Covenants of Sub-Tenant

- (a) The Sub-Tenant covenants to pay the rent reserved in the Sublease and to observe and perform the covenants, conditions and agreements on the part of the Tenant contained in the Lease insofar as they are applicable to the Subleased Premises.
- (b) The Sub-Tenant acknowledges that:
 - (i) it has received a copy of the executed Lease and is familiar with its terms; and
 - (ii) it waives any rights the Sub-Tenant may have under any legal or equitable rule of law or under the applicable Landlord and Tenant or Commercial Tenancies legislation of the province in which the Building is located, as amended from time to time, or any other applicable legislation, to apply to a Court or to otherwise elect to:
 - (A) retain the unexpired Term or the unexpired Sublet Term;
 - (B) obtain any right to enter into any lease or other agreement directly with the Landlord for the Subleased Premises or the Headleased Premises; and
 - (C) otherwise remain in possession of any portion of the Subleased Premises or the Headleased Premises,in any case where the Lease is terminated, surrendered or otherwise cancelled including, without limitation, a disclaimer of the Lease by a trustee in bankruptcy of the Tenant.
- (c) The Sub-Tenant shall use and occupy the Subleased Premises only as general offices and for no other purpose whatsoever.
- (d) The Sub-Tenant will submit four sets of working drawings to the Landlord and the Tenant for approval, prior to doing any work in the Subleased Premises. The Sub-Tenant must use professional designers and contractors approved by the Landlord and Tenant for any work in the Subleased Premises.



4. Conditions

- (a) The Sub-Tenant shall be jointly and severally liable with the Tenant to observe and perform the Tenant's obligations in the Lease with respect to the Subleased Premises;
- (b) The Tenant is not released from the performance of any of the terms of the Lease;
- (c) This consent does not constitute a waiver of the necessity for obtaining consent to any assignment of the Lease or further subletting of the Headleased Premises or any other transfer of the Lease, nor is it to be construed or interpreted as a forfeiture of any of the rights of the Landlord contained in the Lease;
- (d) All costs, legal or otherwise, reasonably incurred by the Landlord with respect to this consent shall be paid by the Tenant;
- (e) By giving its consent, the Landlord does not acknowledge or approve of any of the terms of the Sublease (or any other related agreements) as between the Tenant and the Sub-Tenant, except for the subletting of the Subleased Premises itself; and
- (f) The Sub-Tenant shall not enter into or take possession of the Subleased Premises until it has delivered to the Landlord certificates of the insurance, or, if required by the Lease, certified copies of any insurance policy which the Sub-Tenant is required to take out under the terms of the Sublease and/or the Lease.
- (g) The Sub-Tenant and Tenant acknowledge and agree that the Landlord has no responsibility or liability for making any renovations, alterations or leasehold improvements in or to the Headleased Premises or the Subleased Premises, and all renovations, alterations or leasehold improvements in or to the Headleased Premises or Subleased Premises shall be undertaken and completed strictly in accordance with the provisions of the Lease.

5. Notice

Any and all notices or demands by and from any of the parties hereto to the other shall be made in accordance with the applicable provisions of the Lease relating to the giving of notice and shall be forwarded to the following addresses:

- (a) In the case of the Tenant, at the Headleased Premises or, at the Landlord's option, at the Tenant's head office at: Homburg Invest Inc., c/o Homburg L.P. Management Incorporated, 225 - 4000 - 4th Street SE, Calgary, Alberta, T2G 2W3, Attention: Mr. Jim Caldwell;
- (b) In the case of the Sub-Tenant, at the Subleased Premises or, if prior to November 1, 2011, at the Sub-Tenant's head office at: Neotechnology Consultants Ltd., Suite 430, 910 - 4th Street, SE, Calgary, Alberta, T2P 3N8, Attention: Mr. Steven Smith; and
- (c) In the case of the Landlord, c/o The Cadillac Fairview Corporation Limited at 20 Queen Street West, Toronto, Ontario M5H 3R4, Attention: Corporate Secretary, with a copy to the Building Manager.

6. Definitions

It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as in the Lease.



7. Binding Effect

This Agreement shall enure to the benefit of the Landlord and its successors and assigns and shall be binding upon each of the other parties hereto and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

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

) HOMBURG INVEST INC.
) _____ (Tenant)
) Per: Amil > Jaramelo
) _____ Authorized Signature
) _____
) _____ Authorized Signature
) I/We have authority to bind the corporation.
) NEOTECHNOLOGY CONSULTANTS LTD.
) _____ (Sub-Tenant)
) Per: [Signature]
) _____ Authorized Signature
) _____
) _____ Authorized Signature
) I/We have authority to bind the corporation.
) THE CADILLAC FAIRVIEW CORPORATION LIMITED
) _____ (Landlord)
) Per: [Signature]
) _____ Authorized Signature
) Per: [Signature]
) _____ Authorized Signature
) I/We have authority to bind the corporation.



N° : 500-11-041305-117

Superior Court (Commercial Division)

District of Montreal

**IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF:
HOMBURG INVEST INC.,**

Debtor / Petitioner

-and-

**THE ENTITIES LISTED IN ANNEX I AS
DEBTORS AND MISES-EN-CAUSE**

Debtors

-and-

STATOIL CANADA LTD. et als.,

Mises-en-cause

-and-

**SAMSON BÉLAIR/DELOITTE & TOUCHE
INC.**

Monitor

EXHIBIT D-4

Consents to Sublease entered into by all Subtenants in respect of Canoxy Place (the "Consents to Sublease"), the latter of which are communicated and filed *en liasse*

ORIGINAL

Langlois Kronström Desjardins LLP

Lawyers

1002, Sherbrooke St. West, 28^e Floor

Montréal (Québec) H3A 3L6

Tel : 514 842-9512

Fax : 514 845-6573

LANGLOIS
KRONSTRÖM
DESJARDINS

Me Gerry Apostolatos
Me Stefan Chripounoff

Our file : 05725-003

BL 0250