

COURT FILE NUMBER 1501-09213

COURT COURT OF QUEEN'S BENCH OF ALBERTA

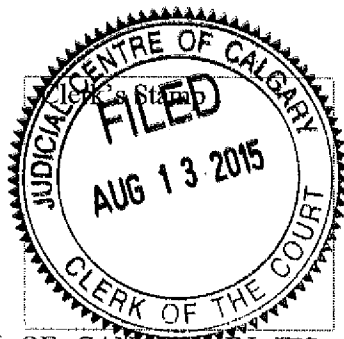
JUDICIAL CENTRE CALGARY

PLAINTIFF COMPUTERSHARE TRUST COMPANY OF CANADA, IN ITS CAPACITY AS COLLATERAL AGENT FOR GUGGENHEIM CORPORATE FUNDING, LLC

DEFENDANT SEKUR ENERGY MANAGEMENT CORP.

MATTER IN THE MATTER OF THE RECEIVERSHIP OF SEKUR ENERGY MANAGEMENT CORP.

DOCUMENT **APPROVAL AND VESTING ORDER**  
(Sale by Receiver)



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Gowling Lafleur Henderson LLP  
 1600, 421 - 7 Avenue SW  
 Calgary, Alberta T2P 4K9  
 Telephone (403) 298-1000  
 Facsimile (403) 695-3558  
 File No. A128622

Attention: Tom Cumming / Jeff Oliver

I hereby certify this to be a true copy of the original copy dated this 13 day of Aug 2015  
*A. Galloway*  
 for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: August 12, 2015

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice Horner

UPON THE APPLICATION by Deloitte Restructuring Inc., in its capacity as the Court-appointed receiver and manager (the "Receiver") of the undertaking, property and assets of Sekur Energy Management Corp. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an asset purchase and sale agreement (the "Sale Agreement") between the Receiver and Head First Energy Inc. (the "Purchaser") made as of August 12, 2015, which Sale Agreement is appended in redacted form as Exhibit "M" to the Affidavit of Christopher Gillanders, sworn August 7, 2015 and filed in the within proceedings (the "Initial Affidavit"), and in unredacted form as Exhibit "C" to the Confidential Affidavit of Christopher Gillanders, sworn August 7, 2015 and filed in the within proceedings (the "Initial Confidential

Affidavit”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the Purchased Assets (as defined below);

**AND UPON HAVING READ** the Receivership Order dated August 12, 2015 (the “**Receivership Order**”), the Pre-Filing Report of the Receiver dated August 7, 2015 (the “**Pre-Filing Report**”), the Initial Affidavit, the Initial Confidential Affidavit and the Affidavit of Service of Richard Comstock; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, [Names of other parties appearing], no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

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

**APPROVAL OF TRANSACTIONS**

2. The Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

**VESTING OF PROPERTY**

3. Upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form set out in **Schedule “A”** hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the property and assets of the Debtor described as the “**Assets**” in the Sale Agreement and listed on **Schedule “B”** hereto (collectively, the “**Purchased Assets**”) shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
  - (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
  - (c) all other claims other than the Permitted Encumbrances (all of which are collectively referred to as the “Encumbrances”); and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
4. The Receiver is hereby authorized to execute for and on behalf of the Debtor all conveyances, assignments, transfers, novations, notices of assignment and other documents necessary or desirable in order to convey, assign and transfer title to the Purchased Assets to the Purchaser and to novate the Purchaser into any contracts, licenses, permits, approvals or authorizations included in the Purchased Assets.
  5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
  6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
  7. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.
  8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.

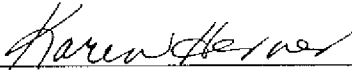
9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.
11. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in the Sale Agreement. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
12. Notwithstanding:
  - (a) The pendency of these proceedings;
  - (b) Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
  - (c) Any assignment in bankruptcy made in respect of the Debtor

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

13. The Receiver, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

**MISCELLANEOUS MATTERS**

14. 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 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 as 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 or to assist the Receiver and its agents in carrying out the terms of this Order.
15. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
16. Service of this Order on any party not attending this application is hereby dispensed with.

  
\_\_\_\_\_  
J.C.C.Q.B.A.

## Schedule "A"

## Form of Receiver's Certificate

COURT FILE NUMBER	1501-09213	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	COMPUTERSHARE TRUST COMPANY OF CANADA, IN ITS CAPACITY AS COLLATERAL AGENT FOR GUGGENHEIM CORPORATE FUNDING, LLC	
DEFENDANT	SEKUR ENERGY MANAGEMENT CORP.	
MATTER	IN THE MATTER OF THE RECEIVERSHIP OF SEKUR ENERGY MANAGEMENT CORP.	
DOCUMENT	<b>RECEIVER'S CERTIFICATE</b>	

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

Gowling Lafleur Henderson LLP  
1600, 421 – 7 Avenue SW  
Calgary, Alberta T2P 4K9  
Telephone (403) 298-1000  
Facsimile (403) 695-3558  
File No. A128622

**Attention: Tom Cumming / Jeffrey Oliver**

**RECITALS**

- A. Pursuant to an Order of the Honourable Madam Justice Horner of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated August 12, 2015, Deloitte Restructuring Inc. was appointed as the receiver and manager (the "Receiver") of the undertaking, property and assets of Sekur Energy Management Corp. (the "Debtor").
- B. Pursuant to an Order of the Court dated August 12, 2015, the Court approved the asset purchase and sale agreement made as of August 12, 2015 (the "Sale Agreement") between the Receiver and Head First Energy Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to

the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 9 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 9 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

**Deloitte Restructuring Inc., in its capacity as Receiver and Manager of the undertaking, property and assets of Sekur Energy Management Corp., and not in its personal capacity**

**Per:**

\_\_\_\_\_  
**Name:**

**Title:**

## Schedule "B"

## Description of Purchased Assets

The Purchased Assets consist of the Petroleum and Natural Gas Rights, the Tangibles and the Miscellaneous Interests, as such terms are defined in the Sale Agreement, including the following:

## Lands

Lease Type	Crown Lease No.	Land Description	Mineral Rights	Sekur Royalty Interest
Crown	32906	Sec 3 T23 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 7-15% SS on Pet., on 10.0338% of 30.24% of sales
Crown	32906	Sec 3 T23 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 5-15% SS on Pet., on 70% of 20% of production
Crown	32906	Sec 4 T23 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 7-15% SS on Pet., on 10.0338% of 30.24% of sales
Crown	32906	Sec 4 T23 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 5-15% SS on Pet., on 70% of 10% of production
Crown	32906	Sec 33 T22 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 7-15% SS on Pet., on 10.0338% of 30.24% of sales
Crown	32906	Sec 33 T22 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 5-15% SS on Pet., on 70% of 10% of production
Crown	32906	Sec 5 T23 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 7-15% SS on Pet., on 10.0338% of 30.24% of sales



Lease Type	Crown Lease No.	Land Description	Mineral Rights	Sekur Royalty Interest
Crown	32906	Sec 5 T23 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 5-15% SS on Pet., on 70% of 10% of production
Crown	32906	W ½ Sec 34 T22 R10 W4M	Well at 102/06-34-022-10W4M	15% royalty on NG, on 14% of 100% of production
Crown	32906	W ½ Sec 27 T22 R10 W4M	Well at 06-27-022-10W4M	15% royalty on NG, 5-15% SS on Pet., on 7% of 100% of production
Crown	40474	Sec 35 T22 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 7-15% SS on Pet., on 10.0338% of 30.24% of sales
Crown	40474	Sec 35 T22 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 5-15% SS on Pet., on 70% of 10% of production
Crown	40474	Sec 2 T23 R10 W4M	Well at 103/06-02-023-10W4M	15% royalty on NG, 5-15% SS on Pet., on 7% of 100% of production
Crown	40476	Secs 9, 11 T23 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 7-15% SS on Pet., on 10.0338% of 30.24% of sales
Crown	40476	Secs 9, 11 T23 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 5-15% SS on Pet., on 70% of 10% of production

Lease Type	Crown Lease No.	Land Description	Mineral Rights	Sekur Royalty Interest
Crown	40476	Sec 10 T23 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 7-15% SS on Pet., on 10.0338% of 30.24% of sales
Crown	40476	Sec 10 T23 R10 W4M	PNG to base Medicine Hat	15% royalty on NG, 5-15% SS on Pet., on 70% of 20% of production
Crown	32906A	Secs 29, 32 T22 R10 W4M	PNG to base Medicine Hat	15% royalty on 7% of 100% of production
Crown	32906A	E ½ Sec 30, E ½ Sec 31 T22 R10 W4M	PNG to base Medicine Hat	15% royalty on 7% of 100% of production
Crown	0401070073	E ½ Sec 36 T22 R8 W4M	PNG to base Medicine Hat	10% royalty on NG, 5-10% SS on Pet., on 100% of 50% of production
Crown	0401070073	E ½ Sec 36 T22 R8 W4M	PNG below base Medicine Hat to base Fish Scale Westgate	10% royalty on NG, 5-10% SS on Pet., on 100% of 25% of production
Crown	36666B	W ½ Sec 36 T22 R8 W4M	PNG below base Medicine Hat to base Fish Scale Westgate	10% royalty on NG, 5-10% SS on Pet., on 100% of 25% of production
Crown	0485120034	NE ¼ Sec 14 T41 R23 W4M	PNG in Nisku (Bashaw D-2G Unit Tract 18)	10% royalty on NG, 5-10% SS on Pet., on 8.75% of 100% of production
Crown	0485120034	NE ¼ Sec 14 T41 R23 W4M	PNG below base Belly River to top Nisku	10% royalty on NG, 5-10% SS on Pet., on 8.75% of 100% of production

Lease Type	Crown Lease No.	Land Description	Mineral Rights	Sekur Royalty Interest
Freehold		SE ¼ Sec 15 T44 R22 W4M	All PNG	1.5% royalty on 70% of 100% of production
Crown	23106	S ½ Sec 18 T30 R17 W4M	All PNG to base Lethbridge Coals of Belly River	10% royalty on 100% of 46.6312% of production
Crown	0493060261	Sec 2 T30 R18 W4M	PNG base Edmonton to base Medicine Hat	11% royalty on NG, 5-11% SS on Pet., on 70% of 100% of production
Crown	0493070302	Sec 27 T29 R18 W4M	PNG to base Mannville, excl. CBM to base Edmonton	11% royalty on NG, 5-11% SS on Pet., on 70% of 100% of production
Crown	0479070025	S ½ and NW ¼ Sec 2 T34 R16 W4M	CBM to top Viking	12.5% royalty on 13.75% of 100% of production
Freehold		E ½ Sec 7 T45 R27 W4M	PNG below base Belly River	13% royalty on 66.67% of 50% of sales
Crown	128055	W ½ Sec 28 T34 R24 W4M	PNG to base Viking excl CBM to base Belly River and NG in Viking	3% royalty on 50% of 50% of production
Crown	20249	N ½ Sec 10 T34 R24 W4M	PNG to base Viking	1.5% royalty on 100% of 100% of production [Note: inclusion in sale conditional on evidence of Sekur's interest]
Crown	0476090042	NE ¼ and Lsds 3, 6, 11, 14 Sec. 30 T41 R13 W4M	PNG to base Mannville	15% royalty on NG, 5-15% SS on Pet., on 70% of 92% of production

Lease Type	Crown Lease No.	Land Description	Mineral Rights	Sekur Royalty Interest
Crown	0476090042	SE ¼ and Lsds 4, 5, 12, 13 Sec. 30 T41 R13 W4M	PNG to base Joli Fou excl PNG in Viking	15% royalty on NG, 5-15% SS on Pet., on 70% of 92% of production
Crown	0476090042	SE ¼ and Lsds 4, 5, 12, 13 Sec. 30 T41 R13 W4M	PNG in Viking	15% royalty on NG, 5-15% SS on Pet., on 70% of 92% of production
Crown	0476090042	SE ¼ and Lsds 4, 5, 12, 13 Sec. 30 T41 R13 W4M	PNG below base Joli Fou to base Mannville	15% royalty on NG, 5-15% SS on Pet., on 70% of 92% of production
Crown	0402090097	Sec 4 T40 R25 W4M	PNG to base Edmonton	5% royalty on 100% of 100% of production
Crown	0402090098	N ½ Sec 6 T40 R25 W4M	PNG to base Edmonton	5% royalty on 100% of 100% of production
Crown	0491030364	SE ¼ Sec 6 T40 R25 W4M	PNG to base Edmonton	5% royalty on 100% of 100% of production
Crown	0485100598	SW ¼ Sec 6 T40 R25 W4M	NG to base Edmonton	5% royalty on 100% of 100% of production
Freehold		S ½ Sec 19 T39 R19 W4M	PNG to base Wabamun	10% royalty on 50% of 100% of production
Crown	39046	Lsds 3, 4, 6, 11, 14 Sec 32 T55 R25 W4M	PNG from base Glauconite to base Leduc, excl PNG to Basal Quartz A	1% royalty on 100% of 60% of production
Crown	39046	Lsds 3, 4, 6, 11, 14 Sec 32 T55 R25 W4M	PNG to base Glauconite excl NG in Barrhead Sand and NG in Glauconite	1% royalty on 100% of 60% of production
Crown	0401090278	SE ¼ Sec 22 T27 R15 W4M	PNG to base Mannville	1% royalty on 100% of 66.67% of production

Lease Type	Crown Lease No.	Land Description	Mineral Rights	Sekur Royalty Interest
Crown	0497030674	Sec 20 T26 R15 W4M	PNG from base Second White Specks to base Mannville	1% royalty on 100% of 60% of production
Crown	0497030674	Sec 20 T26 R15 W4M	PNG from base Second White Specks to base Mannville (100/06-20-026-15W4/02 well)	1% royalty on 100% of 60% of production
Crown	0400080230	Sec 10 T27 R15 W4M	PNG to base Mannville	1% royalty on 100% of 100% of production
Crown	0489030223	Sec 29 T29 R5 W4M	PNG to base Belly River	10% royalty on Pet. and 15% on NG on 63% of 100% of sales
Crown	34826-A	W ½ Sec 18 T30 R4 W4M	PNG to base Mannville	2.5% royalty on 17.5% of 100% of sales
Crown	34826	W ½ Sec 7 T30 R4 W4M; Secs 12, 13 T30 R5 W4M	PNG to base Mannville	2.5% royalty on 17.5% of 100% of sales
Crown	0486050467	N ½ and SE ¼ Sec 33 T38 R6 W4M	PNG base Viking to base Mannville	15% royalty on NG, 5-15% SS on Pet., on 50% of 100% of production
Crown	126958B	Lsds 3S, 4N, 5, 12 Sec 4 T40 R4 W4M	PNG to base Mannville, excl. PNG Viking and Colony	2% royalty on 70% of 25% of sales
Crown	126958B	Lsds 3N, 4S Sec 4 T40 R4 W4M	PNG to top Viking excl PNG in Viking	2% royalty on 70% of 25% of sales
Crown	0494090814	SE ¼ Sec 35 T35 R7 W4M	PNG base Viking to base Mannville excl CBM	15% royalty on NG, 5-15% SS on Pet., on 70% of 50% of production
Crown	0494090814	SE ¼ Sec 35 T35 R7 W4M	CBM base Viking to base Mannville	15% royalty on 70% of 50% of production

Lease Type	Crown Lease No.	Land Description	Mineral Rights	Sekur Royalty Interest
Crown	0491040074	Sec 20 T36 R13 W4M	Production from 6-20-36-13W4	15% royalty on NG, 5-15% SS on Pet., on 70% of 60% of production
Crown	0177020014	Sec 1 T41 R6 W4M	PNG to base Mannville excl CBM to base Mannville (100/15-01-041-06-W4/00 production only)	15% royalty on NG, 5-15% SS on Pet., on 66.5% of 100% of production
Crown	0177020014	Sec 1 T41 R6 W4M	CBM to base Mannville	15% royalty on 95% of 100% of production
Crown	0491020287	Sec 19 T40 R7 W4M	PNG to base Mannville excl CBM to base Mannville	15% royalty on NG, 5-15% SS on Pet., on 70% of 25% of sales
Crown	0491020287	Sec 19 T40 R7 W4M	CBM to base Mannville	15% royalty on 70% of 25% of sales
Crown	0491020288	Sec 30 T40 R7 W4M	PNG to base excl CBM to base Mannville (100/05-30-040-07-W4 production only)	15% royalty on NG, 5-15% SS on Pet., on 70% of 100% of sales
Crown	0491020288	Sec 30 T40 R7 W4M	CBM to base Mannville	15% royalty on NG, 5-15% SS on Pet., on 100% of 100% of sales
Crown	0490080071	Sec 6 T37 R25 W4M	PNG to base Mannville excl PNG in Viking	5% royalty on 17.5% of 25% of production
Crown	0491030092	Sec 28 T37 R25 W4M	PNG to base Upper Belly River excl CBM	10% royalty on 100% of 10.5% of production
Crown	0492120058	Sec 30 T36 R26 W4M	PNG to base Mannville excl CBM	12.5% royalty on NG, 5-12.5% SS on Pet., on 35% of 100% of production

Lease Type	Crown Lease No.	Land Description	Mineral Rights	Sekur Royalty Interest
Crown	0492120058	Sec 30 T36 R26 W4M	CBM to base Mannville	6.5% royalty on 35% of 100% of production
Crown	0493060039	S ½ and NW ¼ Sec 18 T36 R25 W4M	Pet. to top Belly River	12% royalty on 35% of 100% of production
Crown	0493060039	NE ¼ Sec 18 T36 R25 W4M	PNG in Belly River	12% royalty on 35% of 100% of production
Crown	0493060039	S ½ and NW ¼ Sec 18 T36 R25 W4M	PNG in Belly River	12% royalty on 35% of 100% of production
Crown	0493060039	S ½ and NW ¼ Sec 18 T36 R25 W4M	NG to top Belly River	12% royalty on 35% of 100% of production
Freehold		E ½ Sec 21 T36 R25 W4M	All PNG excl PNG in Belly River and NG to top of Belly River	12% royalty on 35% of 100% of production
Freehold		E ½ Sec 21 T36 R25 W4M	PNG in Belly River	12% royalty on 35% of 100% of production
Freehold		E ½ Sec 21 T36 R25 W4M	NG to top of Belly River	12% royalty on 35% of 100% of production
Crown	0490080066	N ½ and SW ¼ Sec 36 T36 R26 W4M	PNG to base Mannville	5% royalty on 17.5% of 25% of production
Crown	0494030105	N ½ and SE ¼ Sec 24 T37 R26 W4M	PNG in Viking	15% royalty on NG, 5-15% SS on Pet., on 14% of 100% of production
Freehold		Sec 28 T20 R13 W4M	NG in Milk River, Second White Specks, Medicine Hat (Verger Gas Unit No. 1)	5% royalty on 100% of 50% of production
Freehold		Sec 31 T20 R13 W4M	NG in Milk River, Second White Specks, Medicine Hat (Verger Gas Unit No. 1)	5% royalty on 100% of 50% of production

Lease Type	Crown Lease No.	Land Description	Mineral Rights	Sekur Royalty Interest
Freehold		Sec 32 T20 R13 W4M	NG in Milk River, Second White Specks, Medicine Hat (Verger Gas Unit No. 1)	5% royalty on 100% of 50% of production
Freehold		Sec 4 T21 R13 W4M	NG in Milk River, Second White Specks, Medicine Hat (Verger Gas Unit No. 1)	5% royalty on 100% of 50% of production
Freehold		Sec 6 T21 R13 W4M	NG in Milk River, Second White Specks, Medicine Hat (Verger Gas Unit No. 1)	5% royalty on 100% of 50% of production
Freehold		Sec 7 T21 R13 W4M	NG in Milk River, Second White Specks, Medicine Hat (Verger Gas Unit No. 1)	5% royalty on 100% of 50% of production
Freehold		Sec 9 T21 R13 W4M	NG in Milk River, Second White Specks, Medicine Hat (Verger Gas Unit No. 1)	5% royalty on 100% of 50% of production
Freehold		Sec 17 T21 R13 W4M	NG in Milk River, Second White Specks, Medicine Hat (Verger Gas Unit No. 1)	5% royalty on 100% of 50% of production
Crown	39703	Lsd 6 Sec 11 T49 R7 W4M	NG to base Mannville	15% royalty on 85% of 12.5% of production
Crown	39703	Lsd 14 Sec 11 T49 R7 W4M	NG to base Mannville	15% royalty on 85% of 12.5% of production
Crown	39703	Lsd 14 Sec 2 T49 R7 W4M	NG to base Mannville	15% royalty on 85% of 6.25% of production
Crown	0499080236	SE ¼ Sec 27 T34 R10 W4M	NG in Viking	10% royalty on 60% of 75% of production
Crown	0401080384	Sec 24 T34 R10 W4M (excl. 10-24-34-10 W4M wellbore)	PNG below base Belly River to base Second White Specks	12.5% royalty on NG, 5-10% SS on Pet., on 100% of 100% of production



Lease Type	Crown Lease No.	Land Description	Mineral Rights	Sekur Royalty Interest
Freehold		NE ¼ Sec 23 T48 R27 W4M	NG top Belly River to base Wabamun excl. CBM in Mannville Coals	15% royalty on NG, 5-15% SS on Pet., on 15% of 100% of production; 2% royalty on 30% of 50% of production
Freehold		NE ¼ Sec 23 T48 R27 W4M	NG to top Belly River	15% royalty on NG, 5-15% SS on Pet., on 15% of 100% of production; 2% royalty on NG on 30% of 50% of production
Freehold		NE ¼ Sec 23 T48 R27 W4M	CBM in Mannville Coals	15% royalty on on 50% of 100% of production; 2% royalty on 100% of 50% of production
Freehold		SE ¼ Sec 23 T48 R27 W4M	NG top Belly River to base Wabamun excl. CBM in Mannville Coals	15% royalty on NG, 5-15% SS on Pet., on 15% of 100% of production; 2% royalty on 30% of 50% of production
Freehold		SE ¼ Sec 23 T48 R27 W4M	NG to top Belly River	15% royalty on 15% of 100% of production; 2% royalty on 30% of 50% of production
Freehold		SE ¼ Sec 23 T48 R27 W4M	CBM in Mannville Coals	2% royalty on 100% of 50% production; 15% royalty on NG, 5-15% SS on Pet., on 50% of 100% of production;

Lease Type	Crown Lease No.	Land Description	Mineral Rights	Sekur Royalty Interest
Crown	0485120169	Sec 18 T48 R26 W4M	PNG in Belly River	3% royalty on 70% of 100% of production
Crown	0485120169	Sec 24 T48 R27 W4M	PNG top Belly River to base Wabamun	3% royalty on 70% of 100% of production
Crown	0485120169	Sec 18 T48 R26 W4M	PNG to top Belly River	3% royalty on 70% of 100% of production
Crown	0495050261	Sec 24 T48 R28 W4M	NG in Belly River	15% royalty on 100% of 26.5% of production
Crown	0495050261	SW ¼ Sec 24 T48 R28 W4M	All Pet. to top Belly River	5-15% SS on 100% of 30% of production
Crown	0495050261	Sec 24 T48 R28 W4M	NG to top Belly River	15% royalty on NG on 100% of 26.5% of production
Crown	0495050261	SW ¼ Sec 24 T48 R28 W4M	All Pet. in Belly River	5-15% SS on 100% of 30% of production
Crown	0498070115	Sec 32 T47 R25 W4M	All PNG top Belly River to base Belly River	7.5% royalty on 100% of 30% of production
Crown	0498070115	Sec 32 T47 R25 W4M	All PNG to top Belly River	7.5% royalty on 100% of 30% of production
Freehold		SW ¼ Sec 3 T48 R27 W4M	All PNG excl. CBM	0.5% royalty on 30% of 100% of production
Freehold		NE ¼ Sec 13 T47 R25 W4M	All PNG excl. CBM	0.25% royalty on 30% of 100% of production
Crown	26828	SW ¼ Sec 32 T42 R23 W4M	CBM base Belly River to base Mannville, excl. Basal Quartz CBM	15% royalty on 10% of 100% of production

<b>Lease Type</b>	<b>Crown Lease No.</b>	<b>Land Description</b>	<b>Mineral Rights</b>	<b>Sekur Royalty Interest</b>
Crown	26828	Sec 32 T42 R23 W4M	NG in Horseshoe Canyon	15% royalty on 10% of 25% of production
Crown	26828	SW ¼ Sec 32 T42 R23 W4M	CBM to base Belly River, excl. Horseshoe Canyon CBM	15% royalty on 10% of 100% of production