



COURT FILE NUMBER 1501-00044

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANTS IN THE MATTER OF THE SECTION 43 OF THE TRUSTEE ACT,
RSA 2000, c. T-8
AND IN THE MATTER OF THE WINDING-UP OF DIXIE ENERGY
TRUST

DOCUMENT **THIRD AND FINAL REPORT OF THE CLAIMS
ADMINISTRATOR**

DATED OCTOBER 11, 2018

PREPARED BY DELOITTE RESTRUCTURING INC.

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Counsel
Dentons Canada LLP
Bankers Court
15th Floor, 850 – 2nd Street S.W.
Calgary, AB T2P 0R8

Attention: David Mann/Afshan Naveed

Telephone/Facsimile: 403-268-7097 / 403-268-3100
File No.: 177191-2981

Claims Administrator

Deloitte Restructuring Inc.
700, 850 – 2nd Street SW
Calgary, AB T2P 0R8

Attention: Robert J. Taylor

Telephone/Facsimile: 403-267-0501 / 403-718-3681
Email: bobbtaylor@deloitte.ca

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INTRODUCTION

- 1) On January 20, 2015, Dixie Energy Ltd. (the "**Administrator**"), in its capacity as administrator of Dixie Energy Trust ("**Trust**"), obtained an order of this Honourable Court pursuant to the *Trustee Act*, RSA 2000, c. T-8 (the "**Claims Procedure Order**").
- 2) The Claims Procedure Order appointed Ernst & Young Inc. ("**EY**") as claims administrator (the "**Claims Administrator**") of the Trust in respect of the winding-up of the Trust (the "**Winding-Up**").
- 3) The Claims Procedure Order established a process for the Claims Administrator to solicit claims from all holders of trust units (the "**Unitholders**") of the Trust (the "**Unitholder Claims Procedure**") and all creditors (the "**Creditors**") in respect of the Trust (the "**Creditors Claim Procedure**").
- 4) The Claims Administrator previously reported to this Honourable Court on April 2, 2015 and on October 15, 2015.
- 5) On August 10, 2016, the Court issued an Order substituting Deloitte Restructuring Inc. ("**Deloitte**") as Claims Administrator in place of EY in connection with the move of Robert J. Taylor to Deloitte.
- 6) Unless otherwise stated, all other capitalized terms not defined in this third and final report of the Claims Administrator (the "**Final Report**") are as defined in the Claims Procedure Order.

Purpose

- 7) The purpose of this Final Report is to:
 - a) Provide the Court with an update on the status of the Trust's Winding-Up;
 - b) Summarize the distribution process for the Initial Distribution and Second Distribution (as defined below); and
 - c) Respectfully recommend that this Honourable Court approve:
 - i. the Final Distribution (as defined below);
 - ii. the activities of the Trustee, the Administrator and the Claims Administrator in connection with their respective roles in these proceedings;
 - iii. the discharge of the Trustee, the Administrator, and the Claims Administrator from all duties and obligations relating to the Trust, after disbursements of all funds, payment of all fees and expenses, and the administration thereof have concluded;
 - iv. the termination of the Trust; and
 - v. provide such further and other relief that the Court considers just and warranted in the circumstances.

Terms of Reference

- 8) In developing this Report, the Receiver has relied upon unaudited financial information prepared by the Administrator, the Trust's books and records and discussions with the Administrator's management. The Claims Administrator has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Claims Administrator expresses no opinion or other form of assurance in respect of the information.

Currency

- 9) All dollar amounts in this Final Report are in Canadian dollars, unless otherwise indicated.

BACKGROUND

- 10) The Administrator administrates the Trust on behalf of Computershare Trust Company of Canada and Olympia Trust Company, the Trustee of the Trust (collectively the "**Trustee**"). Pursuant to the Supplemental Trust Indenture dated May 10, 2016, Olympia Trust Company was discharged as Trustee. Computershare Trust Company remains Trustee of the Trust.
- 11) Computershare Investor Services Inc. also acts in a capacity as depository agent (the "**Depository Agent**") for the Trust.
- 12) The Trust was established pursuant to the laws of Alberta, and indirectly through several subsidiary entities (collectively, hereinafter referred to as "**Dixie**") held oil and gas properties in the southern United States, primarily in Mississippi, Louisiana, and Alabama.
- 13) The Trust is an unincorporated open-ended limited purpose trust, which was created and settled on June 29, 2012. It is governed by the Second Amended and Restated Trust Indenture dated February 28, 2013, between Olympia Trust Company and the Administrator, as amended by the supplemental indenture made as of June 6, 2014 (collectively the "**Trust Indenture**").
- 14) Commencing in 2013, the Administrator explored the market to obtain financing for the Trust to develop its oil and gas properties. The Administrator was unable to generate investment interest; however, in 2014 the Administrator sourced an offer from a third party (the "**Purchaser**") to purchase all or substantially all of the Trust's operating assets for a purchase price of USD \$47.5 million (the "**Sale Transaction**"). In connection with the Sale Transaction, the Administrator proposed the Winding-Up of the Trust (the Sale Transactions and the Winding-Up are referred to collectively as (the "**Proposed Transaction**").
- 15) The Administrator's Board of Directors (the "**Board**") concluded, after its own consideration, its receipt of fairness opinions and the recommendation of a special committee of the Board that the Proposed Transaction was in the best interests of the Trust and should be placed before the Unitholders for their approval. Accordingly, the Board recommended that Unitholders vote in favour of the Proposed Transaction in the form of a Sale and Winding-Up Resolution. A special meeting of the Unitholders

was held on December 29, 2014 and the Unitholders approved the Sale and Winding-Up Resolution by 99.92% of votes cast.

- 16) The Sale Transaction closed on December 29, 2014, and pursuant to the Sale and Winding-Up Resolution, the Unitholders authorized the Trustee to apply to Court for the appointment of EY (now Deloitte) as Claims Administrator and for the approval of a process for the Winding-Up of the Trust.
- 17) Following completion of the Sale Transaction and after the payment of liabilities (including the repayment of outstanding loans), taxes and expenses related to the Sale Transaction and the Winding-Up, the Trust's property comprised cash of approximately \$31.8 million.

DISTRIBUTIONS

- 18) The Claims Administrator undertook a review of the Trust's liabilities and solicited claims pursuant to the Unitholder Claims Procedure and the Creditor Claims Procedure, the results of which were described in the First and Second Reports to the Court.
- 19) On April 7, 2015, this Honourable Court granted an order authorizing a payment to Unitholders totalling \$22,262,198 (the "**Initial Distribution**"). The Initial Distribution represented approximately 70% of the Trust's total property and was paid out as follows:
 - a) On April 15, 2015, pursuant to the Unitholder Claims Procedure, the Depository Agent issued payments (by cheque), to the registered Unitholders who had surrendered their Unit Certificates to the Trustee for cancellation. Payments of \$21,826,085 were issued to 71 Unitholders, holding approximately 99% of the units;
 - b) Between April 16, 2015 and July 31, 2015, the Depository Agent made additional payments of \$173,737 to 32 Unitholders, once those Unitholders surrendered their Unit Certificates to the Trustee;
 - c) On August 6, 2015, additional payments of \$261,801 were made to 33 Unitholders by the Depository Agent whose Unit Certificates were deemed cancelled on July 31, 2015 pursuant to the Unitholder Claims Procedure; and
 - d) Additional payments of \$575 were made by the Depository Agent, in connection with the payment of the second distribution (noted below), to the four remaining Unitholders once the Depository Agent obtained current mailing addresses.
- 20) On October 19, 2015, this Honourable Court granted an order authorizing the payment of a second distribution to the Unitholders totalling \$8,562,384 (the "**Second Distribution**"). The Second Distribution represented approximately 27% of the Trust's total property. The Depository Agent issued payments to all Unitholders on October 28, 2015.
- 21) The Depository Agent advised that 11 Unitholders were mailed two or more cheques in connection with the first and second distributions; however, not all of the mailed cheques were cashed. The schedule attached as Appendix "**A**" reflects 23 outstanding

cheques (representing 11 Unitholders) totalling approximately \$8,907 that are now stale dated. The Depository Agent is unable to advise whether the cheques were not tendered for payment by the Unitholder or the mailed cheques were returned to the Depository Agent as undeliverable as either the Unitholders have moved or the Depository Agent does not have the Unitholders' current addresses.

- 22) The Claims Administrator took steps to locate the 11 Unitholders by undertaking searches through Google, Facebook, Instagram, LinkedIn, and online yellow/white pages. On August 30, 2018, the Claims Administrator sent letters, by registered mail, to the Unitholders at the addresses known to the Depository Agent to attempt to determine if the cheques were received and not cashed or if the Unitholders have moved. As at the date of this Final Report, the Claims Administrator has located one Unitholder, left telephone messages for two Unitholders and has been unable to locate eight of the Unitholders. The Unitholder located by the Claims Administrator contacted the Depository Agent and payments totalling \$1,042 were reissued on September 11, 2018.
- 23) It is proposed that the Depository Agent will hold the undistributed funds for a period of six months, for the benefit of the Unitholders. Should these Unitholders not contact the Depository Agent by April 30, 2019, the funds will be paid by the Depository Agent to the Court to be held for credit in respect of this action.
- 24) As at June 15, 2018 approximately 84% of Unitholders, representing 99.9% of all units held have cashed their distribution cheques.

UNITHOLDER CLAIMS PROCEDURE

- 25) The Claims Procedure Order established a process by which the Claims Administrator identified all registered Unitholders of the Trust, as of November 10, 2014 (the "**Record Date**"), who had a claim as a Unitholder against the Trust (a "**Unitholder Claim**").
- 26) There were no discrepancies identified with the Unitholder registry through the Unitholder Claims Procedure. Accordingly, the Unitholder registry was closed on March 23, 2015. Transfers of Trust units were not permitted after March 23, 2015 unless, in the opinion of the Claims Administrator, material-extenuating circumstances existed and such circumstances were satisfactory to the Claims Administrator. There were no transfers of Trust units subsequent to March 23, 2015.
- 27) No Unitholders contacted the Claims Administrator requesting to be notified of any future proceedings with respect to the Trust. Other than locating the 10 Unitholders, contact was made with all other Unitholders and those Unitholders have cashed their cheques.

LIABILITY REVIEW

- 28) The Trust continues to wind down its operations. As a result, it is proposed that a third and final distribution (the "**Final Distribution**") from the remaining Trust Property be made to the Unitholders. To determine the quantum of the Final Distribution to be made to the Unitholders, the Claims Administrator has reviewed, or engaged in, as applicable, the following:
 - a) The estimated distribution schedule prepared by the Administrator and noting the estimates used for remaining Winding-Up related expenses (legal fees, professional fees, etc.), and such expenses appear to be conservative; and

- b) The 2014, 2015, 2016, and 2017 Canadian tax returns, prepared by the Trust's external tax advisors (one of the larger international accounting, tax and advisory firms), and concurred with such tax treatments. Redacted 2017 Notices of Assessment issued by the CRA, attached as Appendix "B", confirm that no reassessments are required.
- 29) Dixie had eight subsidiaries registered in four jurisdictions in the United States. Neither the Trust nor the Claims Administrator has been contacted by any government authority in the States of Mississippi, Louisiana, Alabama, and Delaware in respect of any environmental, abandonment or reclamation obligations. The Administrator filed notices of dissolution with all the appropriate authorities and Certificates of Withdrawal, Compliance, or Dissolution have been issued for each of the entities registered in the respective States. Copies of redacted Certificates of Withdrawal, Compliance, or Dissolution are attached as Appendix "C".
- 30) The Administrator advises that since the Trust's inception it has not employed any uncharacteristic tax planning strategies. The Claims Administrator's review of previously filed tax returns revealed no reassessments of any tax returns by either the Canada Revenue Agency ("CRA") or the Internal Revenue Service ("IRS").
- 31) The IRS issued a clearance letter to the Trust on February 15, 2018 regarding the 2014 US tax return, prepared by the same external tax advisors noted above, confirming that no reassessments are required. A copy of the redacted clearance letter is attached as Appendix "D".

CREDITOR CLAIMS PROCEDURE

- 32) The Claims Procedure Order directed the Claims Administrator to solicit claims from all Creditors in respect of the Trust for the purpose of identifying those Creditors with valid claims against the Trust (a "**Creditor Claim**"), and for the determination of such Creditor Claims.
- 33) The Claims Administrator solicited Creditor Claims by notifying all known creditors and placing newspaper advertisements in the localities where the Trust operated. As at the date of this Report, no additional claims have been received by the Claims Administrator and it appears that all Creditors relating to the operations of the Trust have been paid. Moreover, it is the Claims Administrator's view that any limitation periods to bring a claim against the Trust have expired.
- 34) No Creditor contacted the Claims Administrator indicating it had not been paid nor requesting notification of any future proceedings with respect to the Trust.

PROPOSED FINAL DISTRIBUTION

- 35) The Administrator estimates that approximately \$1,922,155 is available for final distribution to the Unitholders. The Claims Administrator has reviewed the Administrator's calculations and the Trust's estimated liabilities as outlined earlier in this Report. Attached, as Appendix "E", is a summary of the estimated total quantum of funds that will be available for distribution to the Unitholders. The Trustee and the Trust concur with the Administrator that the Trust property of \$1,922,155 should be distributed to the Unitholders (the "**Proposed Final Distribution**").

- 36) The Depository Agent will make the Proposed Final Distribution to registered Unitholders after approval of the distribution by this Honourable Court and subject to the expiry of appropriate appeal periods. Attached, as Appendix "F", is a distribution summary setting out the distribution amount to each registered Unitholder.
- 37) The Depository Agent will provide registered Unitholders with the appropriate tax forms in due course as required for Unitholders to file their 2018 tax returns.

COMPLETION OF THE WINDING-UP

- 38) After the Proposed Final Distribution is made, the Trust will complete the wind-up of its Canadian operations which will, among other things include:
- a) Paying the remaining operating expenses of the Trust; and
 - b) Preparing 2018 stub-period tax returns when appropriate.
- 39) The Trust is to be terminated upon completion of the aforementioned matters.

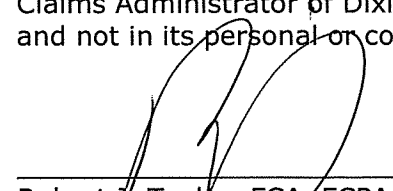
CONCLUSIONS AND RECOMMENDATIONS

- 40) The administration of the Winding-Up of the Trust by the Trustee, Administrator, and Claims Administrator is essentially complete. Upon disbursing the remaining funds, completing the final 2018 stub-period tax returns, and closing the Trust's accounts, the Trustee, Administrator, and Claims Administrator are not aware of their services being required for any other purposes herein. Accordingly, the Trustee, Administrator and the Claims Administrator are of the view that they should be discharged from their mandates upon completion of the aforementioned steps.
- 41) Based on the foregoing, the Claims Administrator respectfully recommends that this Honourable Court grant the relief detailed in Section 7 c) of this Report.

All of which is respectfully submitted at Calgary, Alberta this 11th day of October 2018.

DELOITTE RESTRUCTURING INC.

Solely in its capacity as Court Appointed
Claims Administrator of Dixie Energy Trust
and not in its personal or corporate capacity



Robert J. Taylor, FCA, FCPA
Senior Vice-President

APPENDIX A

In the Matter of
the Winding-up of Dixie Energy Trust
Unitholder outstanding Cheques
As at October 9, 2018
\$CDN

Name	Cheque Number	Issue Date	Amount	Total	Located	Returned Mail	Reissued Cheque	Reissue Date
9021-5310 QUEBEC INC	74400073	6-Aug-15	53.12			X		
	74400106	6-Aug-15	48.28					
	74400146	28-Oct-15	<u>39.00</u>	140.40				
FIRST ASSOCIATES INVESTMENTS INC	74400074	6-Aug-15	266.00			X		
	74400147	28-Oct-15	195.30					
	74400107	6-Aug-15	<u>241.78</u>	703.08				
HANRAHAN FAMILY TRUST	74400248	28-Oct-15	<u>1,110.75</u>	1,110.75		X		
HOI KWAN	74400075	6-Aug-15	546.10		✓		17198001	11-Sep-18
	74400108	6-Aug-15	<u>496.37</u>	1,042.47			31598001	11-Sep-18
JORGEN ASSERSON	74400269	28-Oct-15	<u>489.00</u>	489.00	✓			
KHOI NGUYEN	74400103	6-Aug-15	417.80			X		
	74400135	6-Aug-15	284.81					
	74400264	28-Oct-15	<u>306.75</u>	1,009.36				
NORMAND ROY	74400085	6-Aug-15	158.54					
	74400118	6-Aug-15	<u>144.10</u>	302.64				
NORTHBOUND INVESTMENTS INC	74400077	6-Aug-15	170.19			X		
	74400110	6-Aug-15	154.68					
	74400153	28-Oct-15	<u>124.95</u>	449.82				
RICK LEITNER	74400091	6-Aug-15	848.68					
	74400123	6-Aug-15	771.38					
	74400239	28-Oct-15	<u>623.10</u>	2,243.16				
ROBERT BRAID	74400238	28-Oct-15	<u>793.20</u>	793.20		X		
TRACY SASYNIUK	74400259	28-Oct-15	<u>623.10</u>	623.10				
				<u>8,906.98</u>				

APPENDIX B



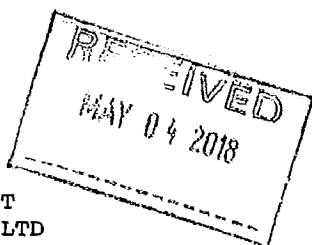
Canada Revenue
Agency

Agence du revenu
du Canada

Page 1

0014081

SUDBURY ON P3A 5C1



DIXIE ENERGY TRUST
C/O DIXIE ENERGY LTD
SUITE 2400 333 7TH AVE SW
CALGARY AB T2P 2Z1

Notice details

Trust account number	[REDACTED]
Tax year ending	Dec 31, 2017
Date issued	May 2, 2018
Tax centre	Winnipeg, MB R3C 3M2

Trust notice of assessment

We assessed the trust's return and calculated the balance for the tax year ending **December 31, 2017**.

The trust has no amount to pay as a result of this assessment.

Thank you,

Bob Hamilton
Commissioner of Revenue

Account summary

The trust has no amount to pay as a result of this assessment.

Balance: Nil

For information on who should file a T3 return please visit cra.gc.ca/trusts.

Notice details

DIXIE ENERGY TRUST
C/O DIXIE ENERGY LTD
SUITE 2400 333 7TH AVE SW
CALGARY AB T2P 2Z1

Trust account number

[REDACTED]

Tax year ending

Dec 31, 2017

Trust assessment

We calculated the trust's taxes using the amounts below. The following summary is based on the information we have or you gave us.

We may review the trust's return later to verify income, deductions or credits. For more information, go to cra.gc.ca/reviews. Keep all the trust's slips, receipts, and other supporting documents in case we ask to see them.

Summary

Line	Description	\$ Reported CR/DR	\$ Assessed CR/DR
56	Taxable Income	0.00	0.00
94	Total taxes payable minus		
	Total credits	0.00	0.00
	Balance from this assessment		0.00
	Balance		0.00

Explanation of changes and other Important information

This notice explains the results of our assessment or reassessment. Please refer to the summary for more information.

Thank you for filing your return electronically.

More information

If you have questions about this notice, go to cra.gc.ca/trusts or call one of the numbers below. We accept collect calls.

- Canadian locations and the U.S.: **1-800-959-8281**
- outside Canada and the U.S.: **613-940-8495**

If you want to change the trust's return:

Please go to cra.gc.ca/trusts for information on how to submit the change online by using Form T3ADJ, T3 Adjustment Request.

If the address of the trust changes:

Please let us know by calling one of the phone numbers above. You can also write to the tax centre address shown on this notice. If you write to us, please be sure to include the trust account number.

If you want to register a formal dispute:

Go to cra.gc.ca/resolvingdisputes; you have 90 days from the date of this notice to register your dispute.

Definitions

DR (debit) is the amount the trust owes us and **CR** (credit) is the amount we owe the trust.

Help for persons with hearing, speech, or visual impairments

You can get this notice in braille, large print, electronic text, or audio format. For more information about other formats, go to cra.gc.ca/alternate.

If you use a teletypewriter, you can get tax information by calling **1-800-665-0354**.

Fraudulent communications (scams)

The CRA is committed to protecting the personal information of taxpayers and benefit recipients. We will never ask you to give us personal information of any kind by email, text message, or by clicking on a link. Nor will we ask you to pay your balance through the use of a pre-paid credit card. For more information about how to recognize scams and protect yourself, go to cra.gc.ca/security.

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Summerside PE C1N 6A2

0000293



Dixie Energy Ltd.
2400 - 333 7 AVE SW
CALGARY AB T2P 2Z1

Notice details

Business number

Date issued

Apr 23, 2018

Corporation income tax assessment

These notice(s) explain the results of our assessment of your T2 Corporation Income Tax Return(s). We assessed your T2 Corporation Income Tax Return(s) and calculated your balance.

Thank you,

Bob Hamilton
Commissioner of Revenue

Account summary

Total balance: \$0.00

Go green, go paperless!

Get your mail online through My Business Account.

1. log in at canada.ca/my-cra-business-account
2. select "Manage online mail"



Summerside PE C1N 6A2

Notice details

Business number

Tax year-end

Dec 31, 2017

Date issued

Apr 23, 2018

Dixie Energy Ltd.
2400 - 333 7 AVE SW
CALGARY AB T2P 2Z1

Corporation notice of assessment

Results

This notice explains the result of our assessment of your T2 Corporation Income Tax Return. It also explains any changes we may have made. For more information, please see the summary section of this notice.

Description	\$ Amount	CR
Result of this Assessment	0.00	
Previous balance	0.00	
Total balance	0.00	

For more information, please see the summary and explanation of changes and other important information sections of this notice.

Thank you,

Bob Hamilton
Commissioner of Revenue

0000294

Dixie Energy Ltd.

Notice details

Business number	
Tax year-end	Dec 31, 2017
Date issued	Apr 23, 2018

Summary

Description	\$ Reported CR	\$ Assessed CR
Federal tax		
Part I	0.00	0.00
Total federal tax		0.00
Net balance		0.00
Result of this assessment		0.00
Total balance for this tax year-end		0.00

Explanation of changes and other important information

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More information

If you need more information, go to canada.ca/en/services/taxes.

To see your latest account information, including payment transactions, go to canada.ca/my-cra-business-account.

If you have new or additional information and want to change your return, go to canada.ca/t2-return and select the topic "After you file your corporation income tax return." For faster service, submit your request electronically.

If you disagree with this assessment, go to canada.ca/t2-return and select the topic "After you file your corporation income tax return," and then "Resolving disputes." You have 90 days from the date of this notice to register your dispute.

Definitions

CR (credit) is the amount we owe you.

Help for persons with visual impairments

You can get this notice in braille, large print, or audio format. For more information about other formats, go to canada.ca/cra-multiple-formats.

My Business Account

Use My Business Account to see and manage your tax information online. Check your return balances, manage direct deposit and addresses, submit an enquiry, set up online mail, and more. To register for My Business Account, go to cra.gc.ca/mybusinessaccount.

APPENDIX C

Dixie Energy Trust
Summary of Withdrawal/Disolutions of US Entities

State	Entity Name
Mississippi	Dixie Energy (US), Inc.
Mississippi	Dixie Energy Holdings (HWM), LLC
Mississippi	Dixie Energy Holdings (Maple Branch), LLC
Mississippi	Dixie Energy Holdings (McKinley Gas), LLC
Mississippi	Dixie Energy Holdings (Strong Field), LLC
Louisiana	Dixie Energy Holdings (White Castle Dome), LLC
Alabama	Dixie Energy (US), Inc.
Alabama	Dixie Energy Holdings (Brooklyn Queens), LLC
Alabama	Dixie Energy Holdings (Star), LLC
Alabama	Dixie Energy Holdings (US), Inc.
Alabama	Dixie Energy Holdings (Wiley Dome), LLC
Delaware	Dixie Energy (US), Inc.
Delaware	Dixie Energy Holdings (Brooklyn Queens), LLC
Delaware	Dixie Energy Holdings (HWM), LLC
Delaware	Dixie Energy Holdings (Maple Branch), LLC
Delaware	Dixie Energy Holdings (McKinley Gas), LLC
Delaware	Dixie Energy Holdings (Star), LLC
Delaware	Dixie Energy Holdings (Strong Field), LLC
Delaware	Dixie Energy Holdings (US), Inc.
Delaware	Dixie Energy Holdings (White Castle Dome), LLC
Delaware	Dixie Energy Holdings (Wiley Dome), LLC

F0015

Fee: \$ 25



DELBERT HOSEMANN
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136

Business ID: [REDACTED]
Filed: 01/14/2016 01:04 PM
C. Delbert Hosemann, Jr.
Secretary of State

TELEPHONE: (601) 359-1633

Certificate of Withdrawal

Withdrawal Details

Business ID: [REDACTED] **Business Name:** Dixie Energy (US), Inc.
Business Type: Profit Corporation
Business Email: cyau@dixieenergytrust.com
State of Incorporation: DE
Mailing Address: Suite 900, 520 5th Avenue SW
Calgary, AB T2P 3R7

This company is not transacting business in Mississippi and hereby surrenders its authority to transact business in the state. The company revokes the authority of its registered agent in Mississippi to accept service of process on its behalf and appoints the Mississippi Secretary of State as its agent for service of process in any processing based upon any cause of action arising during the time it was authorized to transact business in the state of Mississippi.

This company hereby makes a commitment to notify the Secretary of State in the future of any change in the mailing address given above.

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **01/14/2016**.

Name:
Calvin Yau
Vice President

Address:
Suite 900, 520 5th Avenue SW
Calgary, AB T2P 3R7

F0015

Fee: \$ 25



DELBERT HOSEMANN
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136

Business ID: [REDACTED]
Filed: 10/06/2015 11:50 AM
C. Delbert Hosemann, Jr.
Secretary of State

TELEPHONE: (601) 359-1633

Certificate of Withdrawal

Withdrawal Details

Business ID: [REDACTED] **Business Name:** Dixie Energy Holdings (HWM), LLC
Business Type: Limited Liability Company
Business Email: cyau@gulfpine.com
State of Incorporation: DE
Mailing Address: Suite 900, 520 - 5th Avenue SW
Calgary, AB T2P 3R7

This company is not transacting business in Mississippi and hereby surrenders its authority to transact business in the state. The company revokes the authority of its registered agent in Mississippi to accept service of process on its behalf and appoints the Mississippi Secretary of State as its agent for service of process in any processing based upon any cause of action arising during the time it was authorized to transact business in the state of Mississippi.

This company hereby makes a commitment to notify the Secretary of State in the future of any change in the mailing address given above.

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **10/06/2015**.

Name:
Calvin Yau
Vice President

Address:
Suite 900, 520 - 5th Avenue SW
Calgary, AB T2P 3R7

F0015

Fee: \$ 25



DELBERT HOSEMANN
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136

Business ID: [REDACTED]
Filed: 10/05/2015 03:23 PM
C. Delbert Hosemann, Jr.
Secretary of State

TELEPHONE: (601) 359-1633

Certificate of Withdrawal

Withdrawal Details

Business ID: [REDACTED] **Business Name:** Dixie Energy Holdings (Maple Branch), LLC
Business Type: Limited Liability Company
Business Email: cyau@gulfpine.com
State of Incorporation: DE
Mailing Address: Suite 900, 520 - 5th Avenue SW
Calgary, AB T2P 3R7

This company is not transacting business in Mississippi and hereby surrenders its authority to transact business in the state. The company revokes the authority of its registered agent in Mississippi to accept service of process on its behalf and appoints the Mississippi Secretary of State as its agent for service of process in any processing based upon any cause of action arising during the time it was authorized to transact business in the state of Mississippi.

This company hereby makes a commitment to notify the Secretary of State in the future of any change in the mailing address given above.

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **10/05/2015**.

Name:
Calvin Yau
Vice President

Address:
Suite 900, 520 - 5th Avenue SW
Calgary, AB T2P 3R7

F0015

Fee: \$ 25



DELBERT HOSEMANN
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136

Business ID: [REDACTED]
Filed: 10/05/2015 03:18 PM
C. Delbert Hosemann, Jr.
Secretary of State

TELEPHONE: (601) 359-1633

Certificate of Withdrawal

Withdrawal Details

Business ID: [REDACTED] **Business Name:** Dixie Energy Holdings (McKinley Gas), LLC
Business Type: Limited Liability Company
Business Email: cyau@gulfpine.com
State of Incorporation: DE
Mailing Address: Suite 900 , 520 - 5th Avenue SW
Calgary, AB T2P 3R7

This company is not transacting business in Mississippi and hereby surrenders its authority to transact business in the state. The company revokes the authority of its registered agent in Mississippi to accept service of process on its behalf and appoints the Mississippi Secretary of State as its agent for service of process in any processing based upon any cause of action arising during the time it was authorized to transact business in the state of Mississippi.

This company hereby makes a commitment to notify the Secretary of State in the future of any change in the mailing address given above.

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **10/05/2015**.

Name:
Calvin Yau
Vice President

Address:
Suite 900, 520 - 5th Avenue SW
Calgary, AB T2P 3R7

F0015

Fee: \$ 25



DELBERT HOSEMANN
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136

Business ID: [REDACTED]
Filed: 10/26/2015 08:46 AM
C. Delbert Hosemann, Jr.
Secretary of State

TELEPHONE: (601) 359-1633

Certificate of Withdrawal

Withdrawal Details

Business ID: [REDACTED] **Business Name:** Dixie Energy Holdings (Strong Field), LLC
Business Type: Limited Liability Company
Business Email: cyau@gulfpine.com
State of Incorporation: DE
Mailing Address: Suite 900, 520 - 5th Avenue SW
Calgary, AB T2P 3R7

This company is not transacting business in Mississippi and hereby surrenders its authority to transact business in the state. The company revokes the authority of its registered agent in Mississippi to accept service of process on its behalf and appoints the Mississippi Secretary of State as its agent for service of process in any processing based upon any cause of action arising during the time it was authorized to transact business in the state of Mississippi.

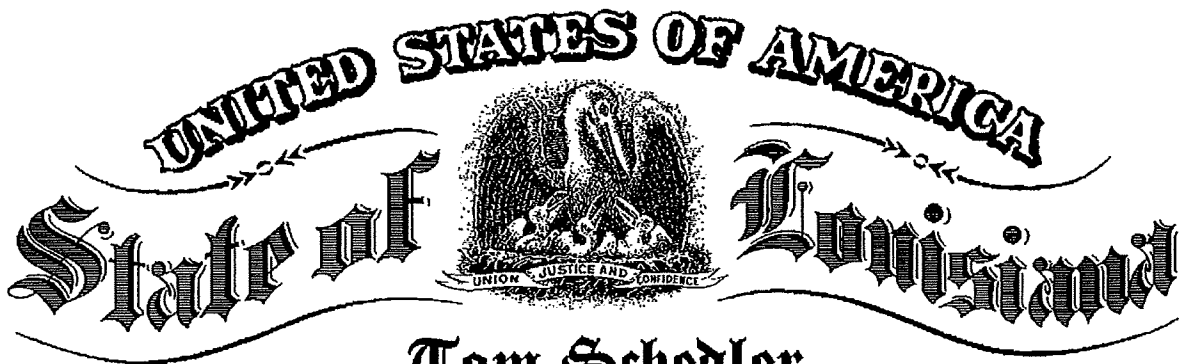
This company hereby makes a commitment to notify the Secretary of State in the future of any change in the mailing address given above.

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day 10/26/2015.

Name:
Calvin Yau
Vice President

Address:
Suite 900, 520 - 5th Avenue SW
Calgary, AB T2P 3R7



Tom Schedler

SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

DIXIE ENERGY HOLDINGS (WHITE CASTLE DOME), LLC

Domiciled at DOVER, DELAWARE,

Was withdrawn from doing business in the State of Louisiana on December 06, 2017.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

December 7, 2017

Secretary of State

SD 41134204Q



Certificate ID: [REDACTED]

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



December 7, 2017

COMMERCIAL DIVISION
225.925.4704

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5318 Fax

The attached document of DIXIE ENERGY HOLDINGS (WHITE CASTLE DOME), LLC was received and filed on December 06, 2017.

SD 41134204Q

Tom Schedler
Secretary of State



APPLICATION FOR WITHDRAWAL OF A FOREIGN CORPORATION/
LIMITED LIABILITY COMPANY FROM THE STATE OF LOUISIANA
(R. S. 12:312 & 12:1351)

Enclose \$125 (Corporation) filing fee
\$150 (Limited Liability Company) filing fee
Make remittance payable to
Secretary of State
Do Not Send Cash

Return to: Commercial Division
P.O. Box 94125
Baton Rouge, LA 70804-9125
Phone (225) 925-4704
Web Site: www.sos.la.gov

Province
STATE OF Alberta

PARISH/COUNTY OF Canada
Country

Dixie Energy Holdings (White Castle Dome), LLC
Company Name

organized under the laws of the state/country of Delaware is no longer transacting business in the State of Louisiana, effective November 18, 2015 surrenders its authority to transact business in the state of Louisiana; revokes the authority of its registered agent to accept service of process, and consents that service of process in any action or proceeding based on any cause of action arising out of or resulting from or connected with any business transacted by it in this State during the time the company was authorized to transact business in this State, be made on the company by service thereof on the Secretary of State, or on a person in his office designated to receive service of process; such service, if made on the Secretary of State.

Service of Process address: Suite 900, 520 - 5th Avenue SW, Calgary, Alberta T2P 3R7

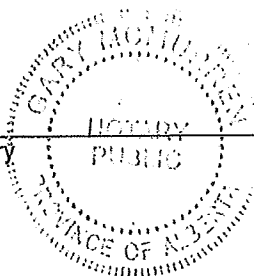
[Signature]
Officer/Manager or Member

Nov 18/15
Calvin Yau, VP Finance Date

Sworn to and subscribed before me, the undersigned Notary Public, on this date: Nov. 18/15

[Signature]

Notary



STATE OF ALABAMA

FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
CERTIFICATE OF WITHDRAWAL

PURPOSE: In order to withdraw (terminate/cancel) the registration of a Foreign Corporation (hereinafter "foreign entity") to transact business in Alabama, the entity must deliver to the Secretary of State for filing a Certificate of Withdrawal along with a Certificate of Compliance obtained from the Alabama Department of Revenue (ADOR) - see item #7 and attached sample - pursuant to Section 10A-1-7.11, Code of Alabama 1975.

INSTRUCTIONS: Mail two (2) signed originals of this completed Certificate of Withdrawal, the Certificate of Compliance from ADOR, and the filing fee of \$100.00 (credit card, check, or money order) to the Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616 or email to foreign.entities@sos.alabama.gov

This form must be typed or laser printed.

1. Alabama Entity ID Number (Format: 000-000): _____

INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM: If you do not have this number immediately available (it is on the face of your original registration filing), you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity - this verification step is strongly recommended.

2. The name of the foreign entity as registered in Alabama:

Dixie Energy (US), Inc.

3. Entity's jurisdiction of formation: Delaware

4. Street (No PO Boxes) Address of principal office: 63 South Royal Street, Suite 1100, Mobile, AL 36602

Mailing Address (if different) P.O. Box 1287, Mobile, AL 36633-1287

5. The above named foreign entity hereby certifies that the entity is no longer transacting business in Alabama.
6. The above named foreign entity hereby certifies that any money due or accrued to the State of Alabama has been paid or that arrangements have been made for payment (attach copy of payment arrangements).
7. The original Certificate of Compliance from the Alabama Department of Revenue is attached. [Instruction to obtain Certificate: call ADOR/Commissioner's Office at 334-242-1189 and request a document showing that all applicable taxes and fees due the State of Alabama have been paid.]

Foreign Corporation Withdrawal - 10/2016

RECEIVED
DATE

MAR 24 2017 2:36

Page 1 of 4

Alabama Sec. Of State	Entity Change F/C	Date 3/24/2017	File \$100.00	Total \$200.00
		Time 14:57	Ackn \$.00	
		170324 3 Pg	Exp \$100.00	
				02/007

(For SOS Office Use Only)

**FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
CERTIFICATE OF WITHDRAWAL**

8. The above named foreign entity hereby revokes the authority of the entity's registered agent in Alabama to accept service of process; and consents that service of process in any action, suit, or proceeding stating a cause of action arising in Alabama during the time the foreign entity was authorized to transact business may be made on the foreign entity in accordance with the Alabama Rules of Civil Procedure and any other service or demand required or permitted by law to be served on the entity may be served in a manner similar to the procedure provided for the service of process by the Alabama Rules of Civil Procedure.
9. The mailing address to which process may be mailed pursuant to the applicable service of process procedures of the Alabama Rules of Civil Procedure and to which any notice or demand required or permitted by law to be served on the entity may be mailed to:

Suite 2400, 333 - 7th Avenue SW, Calgary, AB T2P 2Z1

10. The above named foreign entity hereby makes a commitment that if the mailing address stated above changes the foreign entity will promptly file an Address Amendment to this Certificate of Withdrawal

03/09/2017

Date

Calvin Yau, CEO

Typed or Printed Name and Title of Signature Below



Signature of Person Authorized to Sign per 10A-1-4.01, Alabama Code



State of Alabama
Department of Revenue

Alabama	Entity Change F/C	File	\$100.00
Sec. Of State	Date 3/24/2017	Ackn	\$0.00
	Time 14:57	Exp	\$100.00
	170324		
	3 Pg	Total	\$200.00
			02/007

Certificate of Compliance

Dixie Energy (US), Inc. is found to be in compliance for purposes of the issuance of a Certificate of Compliance from the Alabama Department of Revenue. An examination of the Alabama Department of Revenue's records for the following accounts: Corporate Income, Excise, Pass Through Entity, Business Privilege, Business & License Tax, Withholding, International Fuel Tax Agreement, International Registration Plan, and Sales and Use Tax, reveals that the aforementioned taxpayer/entity has filed all applicable tax returns and paid the tax or taxes, interest amounts, and any penalties that were reported due for all tax returns, assessments, and/or audit liabilities that were owed, as of March 21, 2017. No representation is made as to the accuracy of the amounts reported. Like all taxpayers, this taxpayer is subject to audit and billing for additional amounts for periods within the statute of limitations.

IN WITNESS WHEREOF, I hereunto set my hand this
date of March 21, 2017.

Curtis E. Stewart

Disclosure Officer

Phone: 334-242-1189

Fax: 334-242-1030

Request Date: March 17, 2017

Request Code: [REDACTED]

STATE OF ALABAMA

**FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
CERTIFICATE OF WITHDRAWAL**

PURPOSE: In order to withdraw (terminate/cancel) the registration of a Foreign Corporation (hereinafter "foreign entity") to transact business in Alabama, the entity must deliver to the Secretary of State for filing a Certificate of Withdrawal along with a Certificate of Compliance obtained from the Alabama Department of Revenue (ADOR) - see item #7 and attached sample - pursuant to Section 10A-1-7.11, Code of Alabama 1975.

INSTRUCTIONS: Mail or fax two (2) signed originals of this completed Certificate of Withdrawal, the Certificate of Compliance from ADOR, and the filing fee of \$100.00 (credit card, check, or money order) to the Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616 or fax to 334-240-3138.

This form must be typed or laser printed.

1. Alabama Entity ID Number (Format: 000-000):

INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM: If you do not have this number immediately available (it is on the face of your original registration filing), you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity - this verification step is strongly recommended.

2. The name of the foreign entity as registered in Alabama:

Dixie Energy Holdings (Brooklyn Queens), LLC

3. Entity's jurisdiction of formation: Delaware

4. Street (No PO Boxes) Address of principal office: Suite 900, 520 - 5th Avenue SW, Calgary, AB T2P 3R7

Mailing Address (If different)

5. The above named foreign entity hereby certifies that the entity is no longer transacting business in Alabama.
6. The above named foreign entity hereby certifies that any money due or accrued to the State of Alabama has been paid or that arrangements have been made for payment (attach copy of payment arrangements).
7. The original Certificate of Compliance from the Alabama Department of Revenue is attached. [Instruction to obtain Certificate: call ADOR/Commissioner's Office at 334-242-1189 and request a document showing that all applicable taxes and fees due the State of Alabama have been paid.]

Alabama	Entity Change	FLL
Sec. Of State	Date	10/23/2015
	Time	17:00
	Page	3 Pg
	File	\$100.00
	Ackn	\$100.00
	Exp	\$100.00
	Total	\$200.00
		03/018

(For SOS Office Use Only)

**FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
CERTIFICATE OF WITHDRAWAL**

8. The above named foreign entity hereby revokes the authority of the entity's registered agent in Alabama to accept service of process; and consents that service of process in any action, suit, or proceeding stating a cause of action arising in Alabama during the time the foreign entity was authorized to transact business may be made on the foreign entity in accordance with the Alabama Rules of Civil Procedure and any other service or demand required or permitted by law to be served on the entity may be served in a manner similar to the procedure provided for the service of process by the Alabama Rules of Civil Procedure.

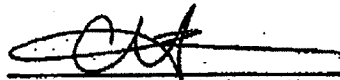
9. The mailing address to which process may be mailed pursuant to the applicable service of process procedures of the Alabama Rules of Civil Procedure and to which any notice or demand required or permitted by law to be served on the entity may be mailed to:

Suite 800, 520 - 5th Avenue SW, Calgary, AB T2P 3R7

10. The above named foreign entity hereby makes a commitment that if the mailing address stated above changes the foreign entity will promptly file an Address Amendment to this Certificate of Withdrawal

09/24/2015
Date

Calvin Yau, VP Finance & CFO
Typed or Printed Name and Title of Signature Below



Signature of Person Authorized to Sign per 10A-1-4.01, Alabama Code

Foreign Corporation Withdrawal - 1/2011

Alabama
Sec. Of State
Entity Change
FLL
Date 10/23/2015
Time 15:02:26
151026 3 Pg
File \$100.00
Ackn \$.00 41047142
Exp \$100.00
Total \$200.00
03/018



State of Alabama
Department of Revenue

Certificate of Compliance

Dixie Energy Holdings (Brooklyn Queens), LLC is found to be in compliance for purposes of the issuance of a Certificate of Compliance from the Alabama Department of Revenue. An examination of the records of Corporate Income, Excise, Pass Through Entity, Business Privilege, Withholding, International Fuel Tax Agreement, International Registration Plan, and Sales and Use Tax accounts of reveals that this taxpayer has filed all applicable tax returns and paid the tax or taxes reported due, all assessments, all audit liabilities, and any penalties and interest owed, as of October 22, 2015. No representation is made as to the accuracy of the amounts reported. Like all taxpayers, this taxpayer is subject to audit and billing for additional amounts for periods within the statute of limitations.

*IN WITNESS WHEREOF, I hereunto set my hand this
date of October 22, 2015.*

Disclosure Officer

Phone: 334-242-1189

Fax: 334-242-1030

Request Date: October 19, 2015

Request Code: [REDACTED]

Alabama
Sec. Of State

Entity Change
[REDACTED] FLL
Date 10/23/2015
Time 17:00
151026 3 Pg

File \$100.00
Ackn \$.00
Exp \$100.00

Total \$200.00
03/018

STATE OF ALABAMA

**FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
CERTIFICATE OF WITHDRAWAL**

PURPOSE: In order to withdraw (terminate/cancel) the registration of a Foreign Corporation (hereinafter "foreign entity") to transact business in Alabama, the entity must deliver to the Secretary of State for filing a Certificate of Withdrawal along with a Certificate of Compliance obtained from the Alabama Department of Revenue (ADOR) - see item #7 and attached sample - pursuant to Section 10A-1-7.11, Code of Alabama 1975.

INSTRUCTIONS: Mail or fax two (2) signed originals of this completed Certificate of Withdrawal, the Certificate of Compliance from ADOR, and the filing fee of \$100.00 (credit card, check, or money order) to the Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616 or fax to 334-240-3138.

This form must be typed or laser printed.

1. Alabama Entity ID Number (Format: 000-000):

INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM: If you do not have this number immediately available (it is on the face of your original registration filing), you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity - this verification step is strongly recommended.

2. The name of the foreign entity as registered in Alabama:

Dixie Energy Holdings (Star), LLC

3. Entity's jurisdiction of formation: Delaware

4. Street (No PO Boxes) Address of principal office: Suite 900, 520 - 5th Avenue SW, Calgary, AB T2P 3R7

Mailing Address (if different)

5. The above named foreign entity hereby certifies that the entity is no longer transacting business in Alabama.
6. The above named foreign entity hereby certifies that any money due or accrued to the State of Alabama has been paid or that arrangements have been made for payment (attach copy of payment arrangements).
7. The original Certificate of Compliance from the Alabama Department of Revenue is attached. [Instruction to obtain Certificate: call ADOR/Commissioner's Office at 334-242-1189 and request a document showing that all applicable taxes and fees due the State of Alabama have been paid.]

Alabama	Entity Change	File
Sec. Of State	Date 10/21/2015	Time 17:00
	151023	3 Pg
	File \$100.00	Ackn \$0.00
	Exp \$100.00	Total \$200.00
		02/004

(For SOS Office Use Only)

**FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
CERTIFICATE OF WITHDRAWAL**

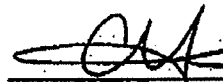
8. The above named foreign entity hereby revokes the authority of the entity's registered agent in Alabama to accept service of process; and consents that service of process in any action, suit, or proceeding stating a cause of action arising in Alabama during the time the foreign entity was authorized to transact business may be made on the foreign entity in accordance with the Alabama Rules of Civil Procedure and any other service or demand required or permitted by law to be served on the entity may be served in a manner similar to the procedure provided for the service of process by the Alabama Rules of Civil Procedure.
9. The mailing address to which process may be mailed pursuant to the applicable service of process procedures of the Alabama Rules of Civil Procedure and to which any notice or demand required or permitted by law to be served on the entity may be mailed to:

Suite 900, 520 - 5th Avenue SW, Calgary, AB T2P 3R7

10. The above named foreign entity hereby makes a commitment that if the mailing address stated above changes the foreign entity will promptly file an Address Amendment to this Certificate of Withdrawal

09/24/2015
Date

Calvin Yau, VP Finance & CFO
Typed or Printed Name and Title of Signatory Below



Signature of Person Authorized to Sign per 10A-1-4.01, Alabama Code

Foreign Corporation Withdrawal - 1/2011

Alabama
Sec. Of State

Entity Change

File FLL
Date 10/21/2015
Time 15:02:23
151023 3 Pg

File \$100.00
Ackn \$1.00
Exp \$100.00

Total \$200.00
02/004



**State of Alabama
Department of Revenue**

Certificate of Compliance

Dixie Energy Holdings (Star), LLC is found to be in compliance for purposes of the issuance of a Certificate of Compliance from the Alabama Department of Revenue. An examination of the records of Corporate Income, Excise, Pass Through Entity, Business Privilege, Withholding, International Fuel Tax Agreement, International Registration Plan, and Sales and Use Tax accounts of reveals that this taxpayer has filed all applicable tax returns and paid the tax or taxes reported due, all assessments, all audit liabilities, and any penalties and interest owed, as of October 20, 2015. No representation is made as to the accuracy of the amounts reported. Like all taxpayers, this taxpayer is subject to audit and billing for additional amounts for periods within the statute of limitations.

*IN WITNESS WHEREOF, I hereunto set my hand this
date of October 20, 2015.*

Disclosure Officer

Phone: 334-242-1189

Fax: 334-242-1030

Request Date: October 19, 2015

Request Code: [REDACTED]

Alabama
Sec. Of State

Entity Change
FLL
Date 10/21/2015
Time 17:00
151023 3 Pg

File \$100.00
Ackn \$.00
Exp \$100.00

Total \$200.00
02/004

STATE OF ALABAMA

**FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
CERTIFICATE OF WITHDRAWAL**

PURPOSE: In order to withdraw (terminate/cancel) the registration of a Foreign Corporation (hereinafter "foreign entity") to transact business in Alabama, the entity must deliver to the Secretary of State for filing a Certificate of Withdrawal along with a Certificate of Compliance obtained from the Alabama Department of Revenue (ADOR) - see item #7 and attached sample - pursuant to Section 10A-1-7.11, Code of Alabama 1975.

INSTRUCTIONS: Mail or fax two (2) signed originals of this completed Certificate of Withdrawal, the Certificate of Compliance from ADOR, and the filing fee of \$100.00 (credit card, check, or money order) to the Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616 or fax to 334-240-3138.

Alabama
Sec. Of State
Entity Change F/C
Date 1/14/2016
Time 17:00
160119 3 Pg
File \$100.00
Ackn \$.00
Exp. \$100.00
Total \$200.00
02/002

(For SOS Office Use Only)

This form must be typed or laser printed.

1. Alabama Entity ID Number (Format: 000-000):

INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM: If you do not have this number immediately available (it is on the face of your original registration filing), you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity - this verification step is strongly recommended.

2. The name of the foreign entity as registered in Alabama:

Dixie Energy Holdings (US), Inc.

3. Entity's jurisdiction of formation: Delaware

4. Street (No PO Boxes) Address of principal office: Suite 800, 520 - 5th Avenue SW, Calgary, AB T2P 3R7

Mailing Address (if different)

5. The above named foreign entity hereby certifies that the entity is no longer transacting business in Alabama.

6. The above named foreign entity hereby certifies that any money due or accrued to the State of Alabama has been paid or that arrangements have been made for payment (attach copy of payment arrangements).

7. The original Certificate of Compliance from the Alabama Department of Revenue is attached. [Instruction to obtain Certificate: call ADOR/Commissioner's Office at 334-242-1189 and request a document showing that all applicable taxes and fees due the State of Alabama have been paid.]

**FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
CERTIFICATE OF WITHDRAWAL**

8. The above named foreign entity hereby revokes the authority of the entity's registered agent in Alabama to accept service of process; and consents that service of process in any action, suit, or proceeding stating a cause of action arising in Alabama during the time the foreign entity was authorized to transact business may be made on the foreign entity in accordance with the Alabama Rules of Civil Procedure and any other service or demand required or permitted by law to be served on the entity may be served in a manner similar to the procedure provided for the service of process by the Alabama Rules of Civil Procedure.
9. The mailing address to which process may be mailed pursuant to the applicable service of process procedures of the Alabama Rules of Civil Procedure and to which any notice or demand required or permitted by law to be served on the entity may be mailed to:

Suite 900, 520 - 5th Avenue SW, Calgary, AB T2P 3R7

10. The above named foreign entity hereby makes a commitment that if the mailing address stated above changes the foreign entity will promptly file an Address Amendment to this Certificate of Withdrawal

01/13/2016

Date

Calvin Yau, VP Finance & CFO

Typed or Printed Name and Title of Signature Below


Signature of Person Authorized to Sign per 10A-1-4.01, Alabama Code



State of Alabama
Department of Revenue

Certificate of Compliance

Dixie Energy Holdings (US), Inc. is found to be in compliance for purposes of the issuance of a Certificate of Compliance from the Alabama Department of Revenue. An examination of the records of Corporate Income, Excise, Pass Through Entity, Business Privilege, Withholding, International Fuel Tax Agreement, International Registration Plan, and Sales and Use Tax accounts of reveals that this taxpayer has filed all applicable tax returns and paid the tax or taxes reported due, all assessments, all audit liabilities, and any penalties and interest owed, as of January 14, 2016. No representation is made as to the accuracy of the amounts reported. Like all taxpayers, this taxpayer is subject to audit and billing for additional amounts for periods within the statute of limitations.

*IN WITNESS WHEREOF, I hereunto set my hand this
date of January 14, 2016.*

A handwritten signature in black ink, appearing to read "Richard M. [unclear]".

Disclosure Officer.

Phone: 334-242-1189

Fax: 334-242-1030

Request Date: January 14, 2016

Request Code: [REDACTED]

**FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
CERTIFICATE OF WITHDRAWAL**

INSTRUCTIONS: Mail or fax two (2) signed originals of this completed Certificate of Withdrawal, the Certificate of Compliance from ADOR, and the filing fee of \$100.00 (credit card, check, or money order) to the Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616 or fax to 334-240-1138.

Alabama	Entity Change	FLL
Sec. Of State	Date 10/23/2015	
	Time 17:00	
	151026	3 Pg
	File	\$100.00
	Ackn	\$0.00
	Exp	\$100.00
	Total	\$200.00
	03/10/19	

(For SOS Office Use Only)

1. Alabama Entity ID Number (Format: 000-000):

2. The name of the foreign entity as registered in Alabama:

Dixie Energy Holdings (Wiley Dome), LLC

3. Entity's jurisdiction of formation: Delaware

4. **Street (No PO Boxes) Address of principal office:** Suite 800, 520 - 6th Avenue SW, Calgary, AB T2P 3R7

Mailing Address (if different)

5. The above named foreign entity hereby certifies that the entity is no longer transacting business in Alabama.

6. The above named foreign entity hereby certifies that any money due or accrued to the State of Alabama has been paid or that arrangements have been made for payment (attach copy of payment arrangements).

7. The original Certificate of Compliance from the Alabama Department of Revenue is attached. (Instruction to obtain Certificate: call ADOR/Commissioner's Office at 334-242-1189 and request a document showing that all applicable taxes and fees due the State of Alabama have been paid.)

**FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
CERTIFICATE OF WITHDRAWAL**

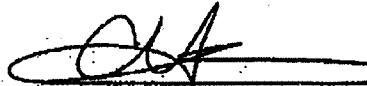
8. The above named foreign entity hereby revokes the authority of the entity's registered agent in Alabama to accept service of process; and consents that service of process in any action, suit, or proceeding stating a cause of action arising in Alabama during the time the foreign entity was authorized to transact business may be made on the foreign entity in accordance with the Alabama Rules of Civil Procedure and any other service or demand required or permitted by law to be served on the entity may be served in a manner similar to the procedure provided for the service of process by the Alabama Rules of Civil Procedure.
9. The mailing address to which process may be mailed pursuant to the applicable service of process procedures of the Alabama Rules of Civil Procedure and to which any notice or demand required or permitted by law to be served on the entity may be mailed to:

Suite 900, 520 - 5th Avenue SW, Calgary, AB T2P 3R7

10. The above named foreign entity hereby makes a commitment that if the mailing address stated above changes the foreign entity will promptly file an Address Amendment to this Certificate of Withdrawal

09/24/2015
Date

Calvin Yau, VP Finance & CFO
Typed or Printed Name and Title of Signature Below



Signature of Person Authorized to Sign per 10A-1-4.01, Alabama Code

Foreign Corporation Withdrawal - 1/2011

Alabama
Sec. Of State

Entity Change

FLL
Date 10/23/2015
Time 17:00
151026 3 Pg

File \$100.00/47144
Ackn \$.00
Exp \$100.00

Total \$200.00
03/019



State of Alabama
Department of Revenue

Certificate of Compliance

Dixie Energy Holdings (Wiley Dome), LLC is found to be in compliance for purposes of the issuance of a Certificate of Compliance from the Alabama Department of Revenue. An examination of the records of Corporate Income, Excise, Pass Through Entity, Business Privilege, Withholding, International Fuel Tax Agreement, International Registration Plan, and Sales and Use Tax accounts of reveals that this taxpayer has filed all applicable tax returns and paid the tax or taxes reported due, all assessments, all audit liabilities, and any penalties and interest owed, as of October 22, 2015. No representation is made as to the accuracy of the amounts reported. Like all taxpayers, this taxpayer is subject to audit and billing for additional amounts for periods within the statute of limitations.

*IN WITNESS WHEREOF, I hereunto set my hand this
date of October 22, 2015.*

Disclosure Officer

Phone: 334-242-1189

Fax: 334-242-1030

Request Date: October 19, 2015

Request Code: [REDACTED]

Alabama
Sec. Of State

Entity Change
[REDACTED] FLL
Date 10/23/2015
Time 17:00
151026 3 Pg

File \$100.00
Ackn \$.00
Exp \$100.00

Total \$200.00
03/019

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DISSOLUTION OF "DIXIE ENERGY (US), INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2015, AT 6:41 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



5551410 8100

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 201608705
Date: 01-04-16

**CERTIFICATE OF DISSOLUTION
OF
DIXIE ENERGY (US), INC.**

Pursuant to the provisions of Section 275, subsection (c) of the Delaware General Corporation Law, the undersigned corporation adopts the following Certificate of Dissolution for the purpose of dissolving:

1. The name of the corporation is Dixie Energy (US), Inc. (the "Corporation") and it was incorporated in Delaware on June 13, 2014.

2. The dissolution of the Corporation was authorized on December 22, 2015.

3. The dissolution of the Corporation was authorized by the sole stockholder of the Corporation in accordance with subsection (c) of Section 275 of the Delaware General Corporation Law.

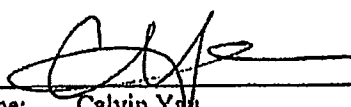
4. The names and addresses of the officers of the Corporation are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Ian Atkinson	President and Chief Executive Officer	Suite 900, 520-5 th Avenue SW Calgary, AB T2P 3R7
Calvin Yau	VP Finance & CFO	Suite 900, 520-5 th Avenue SW Calgary, AB T2P 3R7
Karen Tanaka	Secretary & Treasurer	Suite 900, 520-5 th Avenue SW Calgary, AB T2P 3R7

5. The names and addresses of the directors of the Corporation are:

<u>Name</u>	<u>Address</u>
David Anderson	Suite 900, 520-5 th Avenue SW Calgary, AB T2P 3R7
William T. McGowin, IV	Suite 900, 520-5 th Avenue SW Calgary, AB T2P 3R7
Ian Atkinson	Suite 900, 520-5 th Avenue SW Calgary, AB T2P 3R7

DATED as of the 22 day of December, 2015.

By: 
Name: Calvin Yau
Title: Vice President Finance &
Chief Financial Officer

DIXIE ENERGY HOLDINGS (BROOKLYN QUEENS), LLC

**WRITTEN CONSENT OF SOLE MEMBER
IN LIEU OF SPECIAL MEETING**

Pursuant to and in accordance with Section 18-302(d) of the Delaware General Corporation Law (the "DGCL"), the undersigned, being the sole member of Dixie Energy Holdings (Brooklyn Queens), LLC, a Delaware limited liability company (the "Company"), in lieu of a meeting of the members, the call and notice of which are hereby waived, does hereby consent to the adoption of the following resolutions:

Dissolution of the Company

RESOLVED, that the sole member deems it to be advisable and in the best interest of the Company that the Company be dissolved;

RESOLVED FURTHER, that the form, terms and provisions of the Certificate of Cancellation attached hereto as Exhibit A are hereby in all respects approved;

RESOLVED FURTHER, that the form, terms and provisions of the Plan of Dissolution attached hereto as Exhibit B are hereby in all respects approved; and


RESOLVED FURTHER, that all acts or transactions taken, since the last meeting of the members by any member or representative of the Company in its name and for its account in connection with the foregoing matters, are hereby ratified, confirmed, and approved by the Company.

A copy of this Consent that is signed and delivered by telecopy, facsimile or electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned member of the Company has executed this consent as of August 31, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

By: 

Name: **Ian Atkinson**

President & CEO

Title: _____

EXHIBIT A

**STATE OF DELAWARE
CERTIFICATE OF CANCELLATION**

This Certificate of Cancellation of Dixie Energy Holdings (Brooklyn Queens), LLC, a Delaware limited liability company, is being duly executed and filed by the undersigned, its sole member, to cancel the Certificate of Formation of such limited liability company pursuant to Section 18-203 of the Delaware Limited Liability Company Act (6 Del. C. 18-101, *et seq.*).

1. The name of the limited liability company is Dixie Energy Holdings (Brooklyn Queens), LLC (the "Company").
2. The Certificate of Formation of the Company was filed on February 13, 2013.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation this 31 day of August, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.


By: 
Name: Ian Atkinson
Title: President & CEO

EXHIBIT B

PLAN OF DISSOLUTION
OF
DIXIE ENERGY HOLDINGS
(BROOKLYN QUEENS), LLC

This Plan of Dissolution (the "Plan") of Dixie Energy Holdings (Brooklyn Queens), LLC, a Delaware limited liability company (the "Company"), is intended to accomplish the complete liquidation of the Company in conformity and accordance with the Operating Agreement for the Company (the "Operating Agreement") and the laws of the State of Delaware as in effect on the date of adoption of this plan, and is as follows:

1. The Plan shall be and become effective upon the approval and adoption thereof by the execution of written consents by all the Members (as defined in the Operating Agreement) of the Company.
2. After approval and adoption of the Plan by the Members, the Company shall cease to carry on its business, except that, prior to filing a Certificate of Cancellation, the Company may carry on its business insofar as may be necessary for the winding up thereof.
3. The Company shall proceed to collect its assets, and convey and dispose of such of its properties as are not to be distributed in kind to its Members.
4. In accordance with and pursuant to § 18-804 of the Delaware Limited Liability Company Act, the Company shall (a) pay all claims and obligations or make reasonable provision to pay all claims and obligations, including all contingent, conditional and unmatured contractual claims known to the Company, (b) make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Company which is the subject of a pending action, suit or proceeding to which the Company is a party, and (c) make such provision as will be reasonably likely to be sufficient to provide compensation for claims that

have not been made known to the Company or that have not arisen but that, based upon facts known to the Company, are likely to arise or to become known to the Company within ten (10) years after the date of termination of the Company. All of such claims shall be paid in full.

5. Dixie Energy Holdings (US), Inc., as the Managing Member of the Company (the "Managing Member"), shall perform all acts required to liquidate the business and affairs of the Company.

6. As soon as practicable from when this Plan is adopted by the Members of the Company:

(a) the Company shall, in accordance with the provisions of this Plan, (i) pay its liabilities and obligations, or make adequate provision for payment thereof, and (ii) distribute in complete liquidation the remainder of its assets, either in cash or in undivided kind, in one or a series of distributions, to its Member (less any assets retained to meet claims, including unascertained or contingent liabilities or expenses, and specifically set aside for that purpose);

(b) the Company shall pay its final franchise or other similar state taxes in each state in which it is qualified to do business and withdraw from each state in which it is qualified to do business; and

(c) upon the completion of the actions referred to in paragraphs (a) and (b) of this Section, the Company shall file a Certificate of Cancellation of the Company with the Secretary of State of the State of Delaware and shall be formally cancelled in accordance with the laws of the State of Delaware.

7. The Managing Member shall carry out and consummate the Plan, and shall have the power to adopt all resolutions, execute all documents, file all papers, pay all expenses and take all other action they deem necessary or desirable for the purpose of effecting the Company's complete liquidation and termination in accordance with the Plan.

**DIXIE ENERGY HOLDINGS (BROOKLYN QUEENS), LLC
GENERAL INDENTURE OF CONVEYANCE, ASSIGNMENT AND TRANSFER**

This General Indenture of Conveyance, Assignment and Transfer (this "General Indenture"), dated effective as of August 31, 2015, from Dixie Energy Holdings (Brooklyn Queens), LLC, a Delaware limited liability company ("Grantor"), to Dixie Energy Holdings (US), Inc., a Delaware corporation and the sole member of Grantor ("Grantee").

RECITALS

WHEREAS, Grantee, as the sole member of Grantor, has executed a written consent authorizing the dissolution of Grantor pursuant to the laws of the State of Delaware (the "Dissolution"); and

WHEREAS, Grantor, in furtherance of its complete liquidation and the Dissolution, desires to distribute all of its assets, properties and rights to Grantee as the sole member of Grantor, and Grantor and Grantee desire to provide for additional terms in connection with such transfer as evidenced herein; and

WHEREAS, Grantee is willing to assume the payment and discharge of the liabilities and obligations of Grantor to the extent provided herein;

AGREEMENT

NOW, THEREFORE, Grantor, in consideration of the premises and for and in consideration of the cancellation and redemption of all the issued and outstanding stock of Grantor by these presents does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee, and unto its successors and assigns forever, all the following:

All properties, assets and rights of Grantor of every kind and description, real or personal, tangible or intangible, wherever situated, including, without limitation, all real property and interests in real property; all merchandise, materials, inventories, equipment, furniture, fixtures and other tangible personal property; all cash, bank accounts, notes receivable and accounts receivable; and all claims, demands and causes of action.

TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns forever.

PROVIDED, HOWEVER, that to the extent that any asset, property or right undertaken to be conveyed or transferred to Grantee as provided herein cannot be conveyed or transferred by law or without the consent of any third party, this General Indenture shall not constitute a conveyance of such asset, property or right if a conveyance or an attempted conveyance thereof would constitute a violation of law or a breach of the contract that requires such consent. Grantor will use its best efforts to obtain all consents of third parties that are required for any

such conveyance or transfer. In order, however, that the full value of such assets, properties or rights may be realized by Grantee, Grantor hereby covenants with Grantee that Grantor will, at the request and expense and under the direction of Grantee, in the name of Grantor or otherwise as Grantee shall specify and as shall be permitted by law, take all such action and do or cause to be done all such things as shall in the opinion of Grantee be necessary or proper (i) in order that the rights and obligations of Grantor in and under or with respect to such assets, properties or rights shall be preserved for the benefit of Grantee (including all rights of Grantor against the third parties arising out of any breach or cancellation by such other party or otherwise), and (ii) for, and to facilitate, the collection of the monies due and payable, and to become due and payable, to Grantor under or with respect to all assets, properties or rights. Grantor shall hold all such rights and obligations and all monies so collected in trust for, and shall make the benefits of the same available to, or pay the same over to, Grantee.

Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, so long as Grantor is authorized by applicable law, to execute, acknowledge and deliver all and every such further conveyance and other instruments and to do such further acts as may be necessary more fully to assure Grantee, its successors and assigns, all the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or for aiding and assisting in collecting and reducing to possession, any and all of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or in connection with the settlement of any obligations or liabilities to Grantor.

Grantor hereby binds itself to warrant and forever defend the title to all and singular said assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This General Indenture is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of said assets, properties and rights or any part thereof.

Grantor hereby constitutes and appoints Grantee the true and lawful attorney of Grantor, with full power of substitution, for it and in its name and stead, but on behalf and for the benefit of Grantee, to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the assets, properties and rights GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, by this General Indenture or by any other instruments of conveyance or assignment from Grantor to Grantee, and to give receipts and releases for and in respect of the same or any part thereof; to collect, for the account of Grantee, all receivables and other items of Grantor transferred to Grantee as provided herein and to endorse in the name of Grantor or in the name of Grantee any checks received on account of any such receivables or other items; to institute and prosecute in the name of Grantor, but at the expense and for the

benefit of Grantee, any and all proceedings at law, in equity or otherwise which Grantee may deem proper; to collect, assert, protect or enforce any claim, right, title, debt, account or interest of any kind in or to any of said assets, properties and rights and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and to do all such acts and things in relation thereto as Grantee shall deem desirable. Grantor hereby declares that the appointment made and the powers granted by this paragraph are coupled with an interest and are and shall be irrevocable by Grantor and shall extend to Grantee's successors and assigns. Grantor will transfer and deliver to Grantee any cash or other property that Grantor may receive in respect of any items transferred to Grantee as provided herein.

In consideration of the foregoing, but subject to the limitations provided in Section 282 of the Delaware General Corporation Law (8 Del. C. § 101, et seq.), as amended, Grantee hereby, as of the Dissolution of the Grantor, assumes and agrees to pay, perform and discharge to the extent of the value of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED, the liabilities and obligations of Grantor (to the extent not previously discharged, extinguished or provided for on or prior to the effective date of the Dissolution), as they exist as of the effective date of the Dissolution.

Nothing contained in this General Indenture, express or implied, is intended or shall be construed to confer upon or give to any person, entity, firm or corporation other than the parties hereto and their respective successors and assigns any right or remedy under or by reason of this General Indenture or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this General Indenture shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns. Grantor does not retain hereunder any lien (express or implied) or any right of rescission.

Nothing contained in this General Indenture shall, or shall be construed to, prejudice the right of Grantee to contest any claim or demand as fully as Grantor, its stockholders or officers might have done.

This General Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Instrument shall be construed as a contract under the laws of the State of Delaware and the United States of America.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this General Indenture of Conveyance, Assignment and Transfer to be duly executed as of the date and year first above written.

GRANTOR:

DIXIE ENERGY HOLDINGS (BROOKLYN
QUEENS), LLC

By 
Name: Calvin Yau
Title: VP Finance & CFO

GRANTEE:

DIXIE ENERGY HOLDINGS (US), INC.

By 
Name: Ian Atkinson
Title: President & CEO

DIXIE ENERGY HOLDINGS (HWM), LLC

**WRITTEN CONSENT OF SOLE MEMBER
IN LIEU OF SPECIAL MEETING**

Pursuant to and in accordance with Section 18-302(d) of the Delaware General Corporation Law (the "DGCL"), the undersigned, being the sole member of Dixie Energy Holdings (HWM), LLC, a Delaware limited liability company (the "Company"), in lieu of a meeting of the members, the call and notice of which are hereby waived, does hereby consent to the adoption of the following resolutions:

Dissolution of the Company

RESOLVED, that the sole member deems it to be advisable and in the best interest of the Company that the Company be dissolved;

RESOLVED FURTHER, that the form, terms and provisions of the Certificate of Cancellation attached hereto as Exhibit A are hereby in all respects approved;

RESOLVED FURTHER, that the form, terms and provisions of the Plan of Dissolution attached hereto as Exhibit B are hereby in all respects approved; and

RESOLVED FURTHER, that all acts or transactions taken, since the last meeting of the members by any member or representative of the Company in its name and for its account in connection with the foregoing matters, are hereby ratified, confirmed, and approved by the Company.

A copy of this Consent that is signed and delivered by telecopy, facsimile or electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned member of the Company has executed this consent as of August 31, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

By:  _____

Name: Ian Atkinson

President & CEO

Title: _____

EXHIBIT A

**STATE OF DELAWARE
CERTIFICATE OF CANCELLATION**

This Certificate of Cancellation of Dixie Energy Holdings (HWM), LLC, a Delaware limited liability company, is being duly executed and filed by the undersigned, its sole member, to cancel the Certificate of Formation of such limited liability company pursuant to Section 18-203 of the Delaware Limited Liability Company Act (6 *Del. C.* 18-101, *et seq.*).

1. The name of the limited liability company is Dixie Energy Holdings (HWM), LLC (the "Company").
2. The Certificate of Formation of the Company was filed on March 12, 2013.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation this 31 day of August, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

By: 

Name: Ian Atkinson

President & CEO

Title: _____

EXHIBIT B

PLAN OF DISSOLUTION
OF
DIXIE ENERGY HOLDINGS (HWM), LLC

This Plan of Dissolution (the "Plan") of Dixie Energy Holdings (HWM), LLC, a Delaware limited liability company (the "Company"), is intended to accomplish the complete liquidation of the Company in conformity and accordance with the Operating Agreement for the Company (the "Operating Agreement") and the laws of the State of Delaware as in effect on the date of adoption of this plan, and is as follows:

1. The Plan shall be and become effective upon the approval and adoption thereof by the execution of written consents by all the Members (as defined in the Operating Agreement) of the Company.
2. After approval and adoption of the Plan by the Members, the Company shall cease to carry on its business, except that, prior to filing a Certificate of Cancellation, the Company may carry on its business insofar as may be necessary for the winding up thereof.
3. The Company shall proceed to collect its assets, and convey and dispose of such of its properties as are not to be distributed in kind to its Members.
4. In accordance with and pursuant to § 18-804 of the Delaware Limited Liability Company Act, the Company shall (a) pay all claims and obligations or make reasonable provision to pay all claims and obligations, including all contingent, conditional and unmatured contractual claims known to the Company, (b) make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Company which is the subject of a pending action, suit or proceeding to which the Company is a party, and (c) make such provision as will be reasonably likely to be sufficient to provide compensation for claims that

have not been made known to the Company or that have not arisen but that, based upon facts known to the Company, are likely to arise or to become known to the Company within ten (10) years after the date of termination of the Company. All of such claims shall be paid in full.

5. Dixie Energy Holdings (US), Inc., as the Managing Member of the Company (the "Managing Member"), shall perform all acts required to liquidate the business and affairs of the Company.

6. As soon as practicable from when this Plan is adopted by the Members of the Company:

(a) the Company shall, in accordance with the provisions of this Plan, (i) pay its liabilities and obligations, or make adequate provision for payment thereof, and (ii) distribute in complete liquidation the remainder of its assets, either in cash or in undivided kind, in one or a series of distributions, to its Member (less any assets retained to meet claims, including unascertained or contingent liabilities or expenses, and specifically set aside for that purpose);

(b) the Company shall pay its final franchise or other similar state taxes in each state in which it is qualified to do business and withdraw from each state in which it is qualified to do business; and

(c) upon the completion of the actions referred to in paragraphs (a) and (b) of this Section, the Company shall file a Certificate of Cancellation of the Company with the Secretary of State of the State of Delaware and shall be formally cancelled in accordance with the laws of the State of Delaware.

7. The Managing Member shall carry out and consummate the Plan, and shall have the power to adopt all resolutions, execute all documents, file all papers, pay all expenses and take all other action they deem necessary or desirable for the purpose of effecting the Company's complete liquidation and termination in accordance with the Plan.

DIXIE ENERGY HOLDINGS (HWM), LLC
GENERAL INDENTURE OF CONVEYANCE, ASSIGNMENT AND TRANSFER

This General Indenture of Conveyance, Assignment and Transfer (this "General Indenture"), dated effective as of August 31, 2015, from Dixie Energy Holdings (HWM), LLC, a Delaware limited liability company ("Grantor"), to Dixie Energy Holdings (US), Inc., a Delaware corporation and the sole member of Grantor ("Grantee").

RECITALS

WHEREAS, Grantee, as the sole member of Grantor, has executed a written consent authorizing the dissolution of Grantor pursuant to the laws of the State of Delaware (the "Dissolution"); and

WHEREAS, Grantor, in furtherance of its complete liquidation and the Dissolution, desires to distribute all of its assets, properties and rights to Grantee as the sole member of Grantor, and Grantor and Grantee desire to provide for additional terms in connection with such transfer as evidenced herein; and

WHEREAS, Grantee is willing to assume the payment and discharge of the liabilities and obligations of Grantor to the extent provided herein;

AGREEMENT

NOW, THEREFORE, Grantor, in consideration of the premises and for and in consideration of the cancellation and redemption of all the issued and outstanding stock of Grantor by these presents does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee, and unto its successors and assigns forever, all the following:

All properties, assets and rights of Grantor of every kind and description, real or personal, tangible or intangible, wherever situated, including, without limitation, all real property and interests in real property; all merchandise, materials, inventories, equipment, furniture, fixtures and other tangible personal property; all cash, bank accounts, notes receivable and accounts receivable; and all claims, demands and causes of action.

TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns forever.

PROVIDED, HOWEVER, that to the extent that any asset, property or right undertaken to be conveyed or transferred to Grantee as provided herein cannot be conveyed or transferred by law or without the consent of any third party, this General Indenture shall not constitute a conveyance of such asset, property or right if a conveyance or an attempted conveyance thereof would constitute a violation of law or a breach of the contract that requires such consent. Grantor will use its best efforts to obtain all consents of third parties that are required for any

such conveyance or transfer. In order, however, that the full value of such assets, properties or rights may be realized by Grantee, Grantor hereby covenants with Grantee that Grantor will, at the request and expense and under the direction of Grantee, in the name of Grantor or otherwise as Grantee shall specify and as shall be permitted by law, take all such action and do or cause to be done all such things as shall in the opinion of Grantee be necessary or proper (i) in order that the rights and obligations of Grantor in and under or with respect to such assets, properties or rights shall be preserved for the benefit of Grantee (including all rights of Grantor against the third parties arising out of any breach or cancellation by such other party or otherwise), and (ii) for, and to facilitate, the collection of the monies due and payable, and to become due and payable, to Grantor under or with respect to all assets, properties or rights. Grantor shall hold all such rights and obligations and all monies so collected in trust for, and shall make the benefits of the same available to, or pay the same over to, Grantee.

Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, so long as Grantor is authorized by applicable law, to execute, acknowledge and deliver all and every such further conveyance and other instruments and to do such further acts as may be necessary more fully to assure Grantee, its successors and assigns, all the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or for aiding and assisting in collecting and reducing to possession, any and all of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or in connection with the settlement of any obligations or liabilities to Grantor.

Grantor hereby binds itself to warrant and forever defend the title to all and singular said assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This General Indenture is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of said assets, properties and rights or any part thereof.

Grantor hereby constitutes and appoints Grantee the true and lawful attorney of Grantor, with full power of substitution, for it and in its name and stead, but on behalf and for the benefit of Grantee, to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the assets, properties and rights GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, by this General Indenture or by any other instruments of conveyance or assignment from Grantor to Grantee, and to give receipts and releases for and in respect of the same or any part thereof; to collect, for the account of Grantee, all receivables and other items of Grantor transferred to Grantee as provided herein and to endorse in the name of Grantor or in the name of Grantee any checks received on account of any such receivables or other items; to institute and prosecute in the name of Grantor, but at the expense and for the

benefit of Grantee, any and all proceedings at law, in equity or otherwise which Grantee may deem proper; to collect, assert, protect or enforce any claim, right, title, debt, account or interest of any kind in or to any of said assets, properties and rights and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and to do all such acts and things in relation thereto as Grantee shall deem desirable. Grantor hereby declares that the appointment made and the powers granted by this paragraph are coupled with an interest and are and shall be irrevocable by Grantor and shall extend to Grantee's successors and assigns. Grantor will transfer and deliver to Grantee any cash or other property that Grantor may receive in respect of any items transferred to Grantee as provided herein.

In consideration of the foregoing, but subject to the limitations provided in Section 282 of the Delaware General Corporation Law (8 Del. C. § 101, et seq.), as amended, Grantee hereby, as of the Dissolution of the Grantor, assumes and agrees to pay, perform and discharge to the extent of the value of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED, the liabilities and obligations of Grantor (to the extent not previously discharged, extinguished or provided for on or prior to the effective date of the Dissolution), as they exist as of the effective date of the Dissolution.

Nothing contained in this General Indenture, express or implied, is intended or shall be construed to confer upon or give to any person, entity, firm or corporation other than the parties hereto and their respective successors and assigns any right or remedy under or by reason of this General Indenture or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this General Indenture shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns. Grantor does not retain hereunder any lien (express or implied) or any right of rescission.

Nothing contained in this General Indenture shall, or shall be construed to, prejudice the right of Grantee to contest any claim or demand as fully as Grantor, its stockholders or officers might have done.

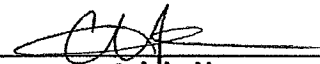
This General Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Instrument shall be construed as a contract under the laws of the State of Delaware and the United States of America.

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IN WITNESS WHEREOF, the parties have caused this General Indenture of Conveyance, Assignment and Transfer to be duly executed as of the date and year first above written.


GRANTOR:

DIXIE ENERGY HOLDINGS (HWM), LLC

By 
Name: Calvin Yau
Title: VP Finance & CFO

GRANTEE:

DIXIE ENERGY HOLDINGS (US), INC.

By 
Name: Ian Atkinson
Title: President & CEO

DIXIE ENERGY HOLDINGS (MAPLE BRANCH), LLC

**WRITTEN CONSENT OF SOLE MEMBER
IN LIEU OF SPECIAL MEETING**

Pursuant to and in accordance with Section 18-302(d) of the Delaware General Corporation Law (the "DGCL"), the undersigned, being the sole member of Dixie Energy Holdings (Maple Branch), LLC, a Delaware limited liability company (the "Company"), in lieu of a meeting of the members, the call and notice of which are hereby waived, does hereby consent to the adoption of the following resolutions:

Dissolution of the Company

RESOLVED, that the sole member deems it to be advisable and in the best interest of the Company that the Company be dissolved;

RESOLVED FURTHER, that the form, terms and provisions of the Certificate of Cancellation attached hereto as Exhibit A are hereby in all respects approved;

RESOLVED FURTHER, that the form, terms and provisions of the Plan of Dissolution attached hereto as Exhibit B are hereby in all respects approved; and

RESOLVED FURTHER, that all acts or transactions taken, since the last meeting of the members by any member or representative of the Company in its name and for its account in connection with the foregoing matters, are hereby ratified, confirmed, and approved by the Company.

A copy of this Consent that is signed and delivered by telecopy, facsimile or electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned member of the Company has executed this consent as of August 31, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

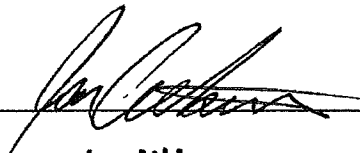
By: 
Name: Ian Atkinson
Title: President & CEO

EXHIBIT A

**STATE OF DELAWARE
CERTIFICATE OF CANCELLATION**

This Certificate of Cancellation of Dixie Energy Holdings (Maple Branch), LLC, a Delaware limited liability company, is being duly executed and filed by the undersigned, its sole member, to cancel the Certificate of Formation of such limited liability company pursuant to Section 18-203 of the Delaware Limited Liability Company Act (6 *Del. C.* 18-101, *et seq.*).

1. The name of the limited liability company is Dixie Energy Holdings (Maple Branch), LLC (the "Company").
2. The Certificate of Formation of the Company was filed on August 20, 2012.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation this 31 day of August, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

By: 

Name: Ian Atkinson
President & CEO

Title: _____

EXHIBIT B

PLAN OF DISSOLUTION
OF
DIXIE ENERGY HOLDINGS
(MAPLE BRANCH), LLC

This Plan of Dissolution (the "Plan") of Dixie Energy Holdings (Maple Branch), LLC, a Delaware limited liability company (the "Company"), is intended to accomplish the complete liquidation of the Company in conformity and accordance with the Operating Agreement for the Company (the "Operating Agreement") and the laws of the State of Delaware as in effect on the date of adoption of this plan, and is as follows:

1. The Plan shall be and become effective upon the approval and adoption thereof by the execution of written consents by all the Members (as defined in the Operating Agreement) of the Company.
2. After approval and adoption of the Plan by the Members, the Company shall cease to carry on its business, except that, prior to filing a Certificate of Cancellation, the Company may carry on its business insofar as may be necessary for the winding up thereof.
3. The Company shall proceed to collect its assets, and convey and dispose of such of its properties as are not to be distributed in kind to its Members.
4. In accordance with and pursuant to § 18-804 of the Delaware Limited Liability Company Act, the Company shall (a) pay all claims and obligations or make reasonable provision to pay all claims and obligations, including all contingent, conditional and unmatured contractual claims known to the Company, (b) make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Company which is the subject of a pending action, suit or proceeding to which the Company is a party, and (c) make such provision as will be reasonably likely to be sufficient to provide compensation for claims that

have not been made known to the Company or that have not arisen but that, based upon facts known to the Company, are likely to arise or to become known to the Company within ten (10) years after the date of termination of the Company. All of such claims shall be paid in full.

5. Dixie Energy Holdings (US), Inc., as the Managing Member of the Company (the "Managing Member"), shall perform all acts required to liquidate the business and affairs of the Company.

6. As soon as practicable from when this Plan is adopted by the Members of the Company:

(a) the Company shall, in accordance with the provisions of this Plan, (i) pay its liabilities and obligations, or make adequate provision for payment thereof, and (ii) distribute in complete liquidation the remainder of its assets, either in cash or in undivided kind, in one or a series of distributions, to its Member (less any assets retained to meet claims, including unascertained or contingent liabilities or expenses, and specifically set aside for that purpose);

(b) the Company shall pay its final franchise or other similar state taxes in each state in which it is qualified to do business and withdraw from each state in which it is qualified to do business; and

(c) upon the completion of the actions referred to in paragraphs (a) and (b) of this Section, the Company shall file a Certificate of Cancellation of the Company with the Secretary of State of the State of Delaware and shall be formally cancelled in accordance with the laws of the State of Delaware.

7. The Managing Member shall carry out and consummate the Plan, and shall have the power to adopt all resolutions, execute all documents, file all papers, pay all expenses and take all other action they deem necessary or desirable for the purpose of effecting the Company's complete liquidation and termination in accordance with the Plan.

**DIXIE ENERGY HOLDINGS (MAPLE BRANCH), LLC
GENERAL INDENTURE OF CONVEYANCE, ASSIGNMENT AND TRANSFER**

This General Indenture of Conveyance, Assignment and Transfer (this "General Indenture"), dated effective as of August 31, 2015, from Dixie Energy Holdings (Maple Branch), LLC, a Delaware limited liability company ("Grantor"), to Dixie Energy Holdings (US), Inc., a Delaware corporation and the sole member of Grantor ("Grantee").

RECITALS

WHEREAS, Grantee, as the sole member of Grantor, has executed a written consent authorizing the dissolution of Grantor pursuant to the laws of the State of Delaware (the "Dissolution"); and

WHEREAS, Grantor, in furtherance of its complete liquidation and the Dissolution, desires to distribute all of its assets, properties and rights to Grantee as the sole member of Grantor, and Grantor and Grantee desire to provide for additional terms in connection with such transfer as evidenced herein; and

WHEREAS, Grantee is willing to assume the payment and discharge of the liabilities and obligations of Grantor to the extent provided herein;

AGREEMENT

NOW, THEREFORE, Grantor, in consideration of the premises and for and in consideration of the cancellation and redemption of all the issued and outstanding stock of Grantor by these presents does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee, and unto its successors and assigns forever, all the following:

All properties, assets and rights of Grantor of every kind and description, real or personal, tangible or intangible, wherever situated, including, without limitation, all real property and interests in real property; all merchandise, materials, inventories, equipment, furniture, fixtures and other tangible personal property; all cash, bank accounts, notes receivable and accounts receivable; and all claims, demands and causes of action.

TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns forever.

PROVIDED, HOWEVER, that to the extent that any asset, property or right undertaken to be conveyed or transferred to Grantee as provided herein cannot be conveyed or transferred by law or without the consent of any third party, this General Indenture shall not constitute a conveyance of such asset, property or right if a conveyance or an attempted conveyance thereof would constitute a violation of law or a breach of the contract that requires such consent. Grantor will use its best efforts to obtain all consents of third parties that are required for any

such conveyance or transfer. In order, however, that the full value of such assets, properties or rights may be realized by Grantee, Grantor hereby covenants with Grantee that Grantor will, at the request and expense and under the direction of Grantee, in the name of Grantor or otherwise as Grantee shall specify and as shall be permitted by law, take all such action and do or cause to be done all such things as shall in the opinion of Grantee be necessary or proper (i) in order that the rights and obligations of Grantor in and under or with respect to such assets, properties or rights shall be preserved for the benefit of Grantee (including all rights of Grantor against the third parties arising out of any breach or cancellation by such other party or otherwise), and (ii) for, and to facilitate, the collection of the monies due and payable, and to become due and payable, to Grantor under or with respect to all assets, properties or rights. Grantor shall hold all such rights and obligations and all monies so collected in trust for, and shall make the benefits of the same available to, or pay the same over to, Grantee.

Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, so long as Grantor is authorized by applicable law, to execute, acknowledge and deliver all and every such further conveyance and other instruments and to do such further acts as may be necessary more fully to assure Grantee, its successors and assigns, all the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or for aiding and assisting in collecting and reducing to possession, any and all of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or in connection with the settlement of any obligations or liabilities to Grantor.

Grantor hereby binds itself to warrant and forever defend the title to all and singular said assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This General Indenture is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of said assets, properties and rights or any part thereof.

Grantor hereby constitutes and appoints Grantee the true and lawful attorney of Grantor, with full power of substitution, for it and in its name and stead, but on behalf and for the benefit of Grantee, to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the assets, properties and rights GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, by this General Indenture or by any other instruments of conveyance or assignment from Grantor to Grantee, and to give receipts and releases for and in respect of the same or any part thereof; to collect, for the account of Grantee, all receivables and other items of Grantor transferred to Grantee as provided herein and to endorse in the name of Grantor or in the name of Grantee any checks received on account of any such receivables or other items; to institute and prosecute in the name of Grantor, but at the expense and for the

benefit of Grantee, any and all proceedings at law, in equity or otherwise which Grantee may deem proper; to collect, assert, protect or enforce any claim, right, title, debt, account or interest of any kind in or to any of said assets, properties and rights and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and to do all such acts and things in relation thereto as Grantee shall deem desirable. Grantor hereby declares that the appointment made and the powers granted by this paragraph are coupled with an interest and are and shall be irrevocable by Grantor and shall extend to Grantee's successors and assigns. Grantor will transfer and deliver to Grantee any cash or other property that Grantor may receive in respect of any items transferred to Grantee as provided herein.

In consideration of the foregoing, but subject to the limitations provided in Section 282 of the Delaware General Corporation Law (8 Del. C. § 101, et seq.), as amended, Grantee hereby, as of the Dissolution of the Grantor, assumes and agrees to pay, perform and discharge to the extent of the value of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED, the liabilities and obligations of Grantor (to the extent not previously discharged, extinguished or provided for on or prior to the effective date of the Dissolution), as they exist as of the effective date of the Dissolution.

Nothing contained in this General Indenture, express or implied, is intended or shall be construed to confer upon or give to any person, entity, firm or corporation other than the parties hereto and their respective successors and assigns any right or remedy under or by reason of this General Indenture or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this General Indenture shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns. Grantor does not retain hereunder any lien (express or implied) or any right of rescission.

Nothing contained in this General Indenture shall, or shall be construed to, prejudice the right of Grantee to contest any claim or demand as fully as Grantor, its stockholders or officers might have done.


This General Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Instrument shall be construed as a contract under the laws of the State of Delaware and the United States of America.

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IN WITNESS WHEREOF, the parties have caused this General Indenture of Conveyance, Assignment and Transfer to be duly executed as of the date and year first above written.

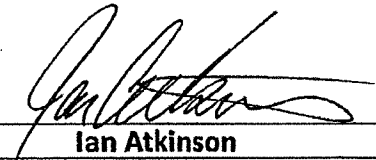
GRANTOR:

DIXIE ENERGY HOLDINGS (MAPLE
BRANCH), LLC

By 
Name: Calvin Yau
Title: VP Finance & CFO

GRANTEE:

DIXIE ENERGY HOLDINGS (US), INC.

By 
Name: Ian Atkinson
Title: President & CEO

DIXIE ENERGY HOLDINGS (MCKINLEY GAS), LLC

**WRITTEN CONSENT OF SOLE MEMBER
IN LIEU OF SPECIAL MEETING**

Pursuant to and in accordance with Section 18-302(d) of the Delaware General Corporation Law (the "DGCL"), the undersigned, being the sole member of Dixie Energy Holdings (McKinley Gas), LLC, a Delaware limited liability company (the "Company"), in lieu of a meeting of the members, the call and notice of which are hereby waived, does hereby consent to the adoption of the following resolutions:

Dissolution of the Company

RESOLVED, that the sole member deems it to be advisable and in the best interest of the Company that the Company be dissolved;

RESOLVED FURTHER, that the form, terms and provisions of the Certificate of Cancellation attached hereto as Exhibit A are hereby in all respects approved;

RESOLVED FURTHER, that the form, terms and provisions of the Plan of Dissolution attached hereto as Exhibit B are hereby in all respects approved; and

RESOLVED FURTHER, that all acts or transactions taken, since the last meeting of the members by any member or representative of the Company in its name and for its account in connection with the foregoing matters, are hereby ratified, confirmed, and approved by the Company.

A copy of this Consent that is signed and delivered by telecopy, facsimile or electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned member of the Company has executed this consent as of August 31, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

By:  _____

Name: Ian Atkinson

President & CEO

Title: _____

EXHIBIT A

**STATE OF DELAWARE
CERTIFICATE OF CANCELLATION**

This Certificate of Cancellation of Dixie Energy Holdings (McKinley Gas), LLC, a Delaware limited liability company, is being duly executed and filed by the undersigned, its sole member, to cancel the Certificate of Formation of such limited liability company pursuant to Section 18-203 of the Delaware Limited Liability Company Act (6 *Del. C.* 18-101, *et seq.*).

1. The name of the limited liability company is Dixie Energy Holdings (McKinley Gas), LLC (the "Company").
2. The Certificate of Formation of the Company was filed on August 26, 2013.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation this 31 day of August, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

By: 

Name: Ian Atkinson
President & CEO

Title: _____

EXHIBIT B

PLAN OF DISSOLUTION
OF
DIXIE ENERGY HOLDINGS
(MCKINLEY GAS), LLC

This Plan of Dissolution (the "Plan") of Dixie Energy Holdings (McKinley Gas), LLC, a Delaware limited liability company (the "Company"), is intended to accomplish the complete liquidation of the Company in conformity and accordance with the Operating Agreement for the Company (the "Operating Agreement") and the laws of the State of Delaware as in effect on the date of adoption of this plan, and is as follows:

1. The Plan shall be and become effective upon the approval and adoption thereof by the execution of written consents by all the Members (as defined in the Operating Agreement) of the Company.

2. After approval and adoption of the Plan by the Members, the Company shall cease to carry on its business, except that, prior to filing a Certificate of Cancellation, the Company may carry on its business insofar as may be necessary for the winding up thereof.

3. The Company shall proceed to collect its assets, and convey and dispose of such of its properties as are not to be distributed in kind to its Members.

4. In accordance with and pursuant to § 18-804 of the Delaware Limited Liability Company Act, the Company shall (a) pay all claims and obligations or make reasonable provision to pay all claims and obligations, including all contingent, conditional and unmatured contractual claims known to the Company, (b) make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Company which is the subject of a pending action, suit or proceeding to which the Company is a party, and (c) make such provision as will be reasonably likely to be sufficient to provide compensation for claims that

have not been made known to the Company or that have not arisen but that, based upon facts known to the Company, are likely to arise or to become known to the Company within ten (10) years after the date of termination of the Company. All of such claims shall be paid in full.

5. Dixie Energy Holdings (US), Inc., as the Managing Member of the Company (the "Managing Member"), shall perform all acts required to liquidate the business and affairs of the Company.

6. As soon as practicable from when this Plan is adopted by the Members of the Company:

(a) the Company shall, in accordance with the provisions of this Plan, (i) pay its liabilities and obligations, or make adequate provision for payment thereof, and (ii) distribute in complete liquidation the remainder of its assets, either in cash or in undivided kind, in one or a series of distributions, to its Member (less any assets retained to meet claims, including unascertained or contingent liabilities or expenses, and specifically set aside for that purpose);

(b) the Company shall pay its final franchise or other similar state taxes in each state in which it is qualified to do business and withdraw from each state in which it is qualified to do business; and

(c) upon the completion of the actions referred to in paragraphs (a) and (b) of this Section, the Company shall file a Certificate of Cancellation of the Company with the Secretary of State of the State of Delaware and shall be formally cancelled in accordance with the laws of the State of Delaware.

7. The Managing Member shall carry out and consummate the Plan, and shall have the power to adopt all resolutions, execute all documents, file all papers, pay all expenses and take all other action they deem necessary or desirable for the purpose of effecting the Company's complete liquidation and termination in accordance with the Plan.

**DIXIE ENERGY HOLDINGS (MCKINLEY GAS), LLC
GENERAL INDENTURE OF CONVEYANCE, ASSIGNMENT AND TRANSFER**

This General Indenture of Conveyance, Assignment and Transfer (this "General Indenture"), dated effective as of August 31, 2015, from Dixie Energy Holdings (McKinley Gas), LLC, a Delaware limited liability company ("Grantor"), to Dixie Energy Holdings (US), Inc., a Delaware corporation and the sole member of Grantor ("Grantee").

RECITALS

WHEREAS, Grantee, as the sole member of Grantor, has executed a written consent authorizing the dissolution of Grantor pursuant to the laws of the State of Delaware (the "Dissolution"); and

WHEREAS, Grantor, in furtherance of its complete liquidation and the Dissolution, desires to distribute all of its assets, properties and rights to Grantee as the sole member of Grantor, and Grantor and Grantee desire to provide for additional terms in connection with such transfer as evidenced herein; and

WHEREAS, Grantee is willing to assume the payment and discharge of the liabilities and obligations of Grantor to the extent provided herein;

AGREEMENT

NOW, THEREFORE, Grantor, in consideration of the premises and for and in consideration of the cancellation and redemption of all the issued and outstanding stock of Grantor by these presents does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee, and unto its successors and assigns forever, all the following:

All properties, assets and rights of Grantor of every kind and description, real or personal, tangible or intangible, wherever situated, including, without limitation, all real property and interests in real property; all merchandise, materials, inventories, equipment, furniture, fixtures and other tangible personal property; all cash, bank accounts, notes receivable and accounts receivable; and all claims, demands and causes of action.

TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns forever.

PROVIDED, HOWEVER, that to the extent that any asset, property or right undertaken to be conveyed or transferred to Grantee as provided herein cannot be conveyed or transferred by law or without the consent of any third party, this General Indenture shall not constitute a conveyance of such asset, property or right if a conveyance or an attempted conveyance thereof would constitute a violation of law or a breach of the contract that requires such consent. Grantor will use its best efforts to obtain all consents of third parties that are required for any

such conveyance or transfer. In order, however, that the full value of such assets, properties or rights may be realized by Grantee, Grantor hereby covenants with Grantee that Grantor will, at the request and expense and under the direction of Grantee, in the name of Grantor or otherwise as Grantee shall specify and as shall be permitted by law, take all such action and do or cause to be done all such things as shall in the opinion of Grantee be necessary or proper (i) in order that the rights and obligations of Grantor in and under or with respect to such assets, properties or rights shall be preserved for the benefit of Grantee (including all rights of Grantor against the third parties arising out of any breach or cancellation by such other party or otherwise), and (ii) for, and to facilitate, the collection of the monies due and payable, and to become due and payable, to Grantor under or with respect to all assets, properties or rights. Grantor shall hold all such rights and obligations and all monies so collected in trust for, and shall make the benefits of the same available to, or pay the same over to, Grantee.

Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, so long as Grantor is authorized by applicable law, to execute, acknowledge and deliver all and every such further conveyance and other instruments and to do such further acts as may be necessary more fully to assure Grantee, its successors and assigns, all the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or for aiding and assisting in collecting and reducing to possession, any and all of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or in connection with the settlement of any obligations or liabilities to Grantor.

Grantor hereby binds itself to warrant and forever defend the title to all and singular said assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This General Indenture is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of said assets, properties and rights or any part thereof.

Grantor hereby constitutes and appoints Grantee the true and lawful attorney of Grantor, with full power of substitution, for it and in its name and stead, but on behalf and for the benefit of Grantee, to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the assets, properties and rights GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, by this General Indenture or by any other instruments of conveyance or assignment from Grantor to Grantee, and to give receipts and releases for and in respect of the same or any part thereof; to collect, for the account of Grantee, all receivables and other items of Grantor transferred to Grantee as provided herein and to endorse in the name of Grantor or in the name of Grantee any checks received on account of any such receivables or other items; to institute and prosecute in the name of Grantor, but at the expense and for the

benefit of Grantee, any and all proceedings at law, in equity or otherwise which Grantee may deem proper; to collect, assert, protect or enforce any claim, right, title, debt, account or interest of any kind in or to any of said assets, properties and rights and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and to do all such acts and things in relation thereto as Grantee shall deem desirable. Grantor hereby declares that the appointment made and the powers granted by this paragraph are coupled with an interest and are and shall be irrevocable by Grantor and shall extend to Grantee's successors and assigns. Grantor will transfer and deliver to Grantee any cash or other property that Grantor may receive in respect of any items transferred to Grantee as provided herein.

In consideration of the foregoing, but subject to the limitations provided in Section 282 of the Delaware General Corporation Law (8 Del. C. § 101, et seq.), as amended, Grantee hereby, as of the Dissolution of the Grantor, assumes and agrees to pay, perform and discharge to the extent of the value of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED, the liabilities and obligations of Grantor (to the extent not previously discharged, extinguished or provided for on or prior to the effective date of the Dissolution), as they exist as of the effective date of the Dissolution.

Nothing contained in this General Indenture, express or implied, is intended or shall be construed to confer upon or give to any person, entity, firm or corporation other than the parties hereto and their respective successors and assigns any right or remedy under or by reason of this General Indenture or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this General Indenture shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns. Grantor does not retain hereunder any lien (express or implied) or any right of rescission.

Nothing contained in this General Indenture shall, or shall be construed to, prejudice the right of Grantee to contest any claim or demand as fully as Grantor, its stockholders or officers might have done.

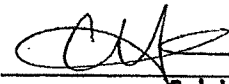
This General Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Instrument shall be construed as a contract under the laws of the State of Delaware and the United States of America.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this General Indenture of Conveyance, Assignment and Transfer to be duly executed as of the date and year first above written.


GRANTOR:

DIXIE ENERGY HOLDINGS (MCKINLEY GAS), LLC.

By 
Name: Calvin Yau
Title: VP Finance & CFO

GRANTEE:

DIXIE ENERGY HOLDINGS (US), INC.

By 
Name: Ian Atkinson
Title: President & CEO

DIXIE ENERGY HOLDINGS (STAR), LLC

**WRITTEN CONSENT OF SOLE MEMBER
IN LIEU OF SPECIAL MEETING**

Pursuant to and in accordance with Section 18-302(d) of the Delaware General Corporation Law (the "DGCL"), the undersigned, being the sole member of Dixie Energy Holdings (Star), LLC, a Delaware limited liability company (the "Company"), in lieu of a meeting of the members, the call and notice of which are hereby waived, does hereby consent to the adoption of the following resolutions:

Dissolution of the Company

RESOLVED, that the sole member deems it to be advisable and in the best interest of the Company that the Company be dissolved;

RESOLVED FURTHER, that the form, terms and provisions of the Certificate of Cancellation attached hereto as Exhibit A are hereby in all respects approved;

RESOLVED FURTHER, that the form, terms and provisions of the Plan of Dissolution attached hereto as Exhibit B are hereby in all respects approved; and

RESOLVED FURTHER, that all acts or transactions taken, since the last meeting of the members by any member or representative of the Company in its name and for its account in connection with the foregoing matters, are hereby ratified, confirmed, and approved by the Company.

A copy of this Consent that is signed and delivered by telecopy, facsimile or electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned member of the Company has executed this consent as of August 31, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

By: 

Name: Ian Atkinson

President & CEO

Title: _____

EXHIBIT A

**STATE OF DELAWARE
CERTIFICATE OF CANCELLATION**

This Certificate of Cancellation of Dixie Energy Holdings (Star), LLC, a Delaware limited liability company, is being duly executed and filed by the undersigned, its sole member, to cancel the Certificate of Formation of such limited liability company pursuant to Section 18-203 of the Delaware Limited Liability Company Act (6 *Del. C.* 18-101, *et seq.*).

1. The name of the limited liability company is Dixie Energy Holdings (Star), LLC (the "Company").
2. The Certificate of Formation of the Company was filed on August 26, 2013.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation this 31 day of August, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

By: 

Name: Ian Atkinson

President & CEO

Title: _____

EXHIBIT B

PLAN OF DISSOLUTION
OF
DIXIE ENERGY HOLDINGS (STAR), LLC

This Plan of Dissolution (the "Plan") of Dixie Energy Holdings (Star), LLC, a Delaware limited liability company (the "Company"), is intended to accomplish the complete liquidation of the Company in conformity and accordance with the Operating Agreement for the Company (the "Operating Agreement") and the laws of the State of Delaware as in effect on the date of adoption of this plan, and is as follows:

1. The Plan shall be and become effective upon the approval and adoption thereof by the execution of written consents by all the Members (as defined in the Operating Agreement) of the Company.

2. After approval and adoption of the Plan by the Members, the Company shall cease to carry on its business, except that, prior to filing a Certificate of Cancellation, the Company may carry on its business insofar as may be necessary for the winding up thereof.

3. The Company shall proceed to collect its assets, and convey and dispose of such of its properties as are not to be distributed in kind to its Members.

4. In accordance with and pursuant to § 18-804 of the Delaware Limited Liability Company Act, the Company shall (a) pay all claims and obligations or make reasonable provision to pay all claims and obligations, including all contingent, conditional and unmatured contractual claims known to the Company, (b) make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Company which is the subject of a pending action, suit or proceeding to which the Company is a party, and (c) make such provision as will be reasonably likely to be sufficient to provide compensation for claims that

have not been made known to the Company or that have not arisen but that, based upon facts known to the Company, are likely to arise or to become known to the Company within ten (10) years after the date of termination of the Company. All of such claims shall be paid in full.

5. Dixie Energy Holdings (US), Inc., as the Managing Member of the Company (the "Managing Member"), shall perform all acts required to liquidate the business and affairs of the Company.

6. As soon as practicable from when this Plan is adopted by the Members of the Company:

(a) the Company shall, in accordance with the provisions of this Plan, (i) pay its liabilities and obligations, or make adequate provision for payment thereof, and (ii) distribute in complete liquidation the remainder of its assets, either in cash or in undivided kind, in one or a series of distributions, to its Member (less any assets retained to meet claims, including unascertained or contingent liabilities or expenses, and specifically set aside for that purpose);

(b) the Company shall pay its final franchise or other similar state taxes in each state in which it is qualified to do business and withdraw from each state in which it is qualified to do business; and

(c) upon the completion of the actions referred to in paragraphs (a) and (b) of this Section, the Company shall file a Certificate of Cancellation of the Company with the Secretary of State of the State of Delaware and shall be formally cancelled in accordance with the laws of the State of Delaware.

7. The Managing Member shall carry out and consummate the Plan, and shall have the power to adopt all resolutions, execute all documents, file all papers, pay all expenses and take all other action they deem necessary or desirable for the purpose of effecting the Company's complete liquidation and termination in accordance with the Plan.

DIXIE ENERGY HOLDINGS (STAR), LLC
GENERAL INDENTURE OF CONVEYANCE, ASSIGNMENT AND TRANSFER

This General Indenture of Conveyance, Assignment and Transfer (this "General Indenture"), dated effective as of August 31, 2015, from Dixie Energy Holdings (Star), LLC, a Delaware limited liability company ("Grantor"), to Dixie Energy Holdings (US), Inc., a Delaware corporation and the sole member of Grantor ("Grantee").

RECITALS

WHEREAS, Grantee, as the sole member of Grantor, has executed a written consent authorizing the dissolution of Grantor pursuant to the laws of the State of Delaware (the "Dissolution"); and

WHEREAS, Grantor, in furtherance of its complete liquidation and the Dissolution, desires to distribute all of its assets, properties and rights to Grantee as the sole member of Grantor, and Grantor and Grantee desire to provide for additional terms in connection with such transfer as evidenced herein; and

WHEREAS, Grantee is willing to assume the payment and discharge of the liabilities and obligations of Grantor to the extent provided herein;

AGREEMENT

NOW, THEREFORE, Grantor, in consideration of the premises and for and in consideration of the cancellation and redemption of all the issued and outstanding stock of Grantor by these presents does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee, and unto its successors and assigns forever, all the following:

All properties, assets and rights of Grantor of every kind and description, real or personal, tangible or intangible, wherever situated, including, without limitation, all real property and interests in real property; all merchandise, materials, inventories, equipment, furniture, fixtures and other tangible personal property; all cash, bank accounts, notes receivable and accounts receivable; and all claims, demands and causes of action.

TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns forever.

PROVIDED, HOWEVER, that to the extent that any asset, property or right undertaken to be conveyed or transferred to Grantee as provided herein cannot be conveyed or transferred by law or without the consent of any third party, this General Indenture shall not constitute a conveyance of such asset, property or right if a conveyance or an attempted conveyance thereof would constitute a violation of law or a breach of the contract that requires such consent. Grantor will use its best efforts to obtain all consents of third parties that are required for any

such conveyance or transfer. In order, however, that the full value of such assets, properties or rights may be realized by Grantee, Grantor hereby covenants with Grantee that Grantor will, at the request and expense and under the direction of Grantee, in the name of Grantor or otherwise as Grantee shall specify and as shall be permitted by law, take all such action and do or cause to be done all such things as shall in the opinion of Grantee be necessary or proper (i) in order that the rights and obligations of Grantor in and under or with respect to such assets, properties or rights shall be preserved for the benefit of Grantee (including all rights of Grantor against the third parties arising out of any breach or cancellation by such other party or otherwise), and (ii) for, and to facilitate, the collection of the monies due and payable, and to become due and payable, to Grantor under or with respect to all assets, properties or rights. Grantor shall hold all such rights and obligations and all monies so collected in trust for, and shall make the benefits of the same available to, or pay the same over to, Grantee.

Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, so long as Grantor is authorized by applicable law, to execute, acknowledge and deliver all and every such further conveyance and other instruments and to do such further acts as may be necessary more fully to assure Grantee, its successors and assigns, all the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or for aiding and assisting in collecting and reducing to possession, any and all of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or in connection with the settlement of any obligations or liabilities to Grantor.

Grantor hereby binds itself to warrant and forever defend the title to all and singular said assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This General Indenture is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of said assets, properties and rights or any part thereof.

Grantor hereby constitutes and appoints Grantee the true and lawful attorney of Grantor, with full power of substitution, for it and in its name and stead, but on behalf and for the benefit of Grantee, to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the assets, properties and rights GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, by this General Indenture or by any other instruments of conveyance or assignment from Grantor to Grantee, and to give receipts and releases for and in respect of the same or any part thereof; to collect, for the account of Grantee, all receivables and other items of Grantor transferred to Grantee as provided herein and to endorse in the name of Grantor or in the name of Grantee any checks received on account of any such receivables or other items; to institute and prosecute in the name of Grantor, but at the expense and for the

benefit of Grantee, any and all proceedings at law, in equity or otherwise which Grantee may deem proper; to collect, assert, protect or enforce any claim, right, title, debt, account or interest of any kind in or to any of said assets, properties and rights and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and to do all such acts and things in relation thereto as Grantee shall deem desirable. Grantor hereby declares that the appointment made and the powers granted by this paragraph are coupled with an interest and are and shall be irrevocable by Grantor and shall extend to Grantee's successors and assigns. Grantor will transfer and deliver to Grantee any cash or other property that Grantor may receive in respect of any items transferred to Grantee as provided herein.

In consideration of the foregoing, but subject to the limitations provided in Section 282 of the Delaware General Corporation Law (8 Del. C. § 101, et seq.), as amended, Grantee hereby, as of the Dissolution of the Grantor, assumes and agrees to pay, perform and discharge to the extent of the value of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED, the liabilities and obligations of Grantor (to the extent not previously discharged, extinguished or provided for on or prior to the effective date of the Dissolution), as they exist as of the effective date of the Dissolution.

Nothing contained in this General Indenture, express or implied, is intended or shall be construed to confer upon or give to any person, entity, firm or corporation other than the parties hereto and their respective successors and assigns any right or remedy under or by reason of this General Indenture or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this General Indenture shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns. Grantor does not retain hereunder any lien (express or implied) or any right of rescission.

Nothing contained in this General Indenture shall, or shall be construed to, prejudice the right of Grantee to contest any claim or demand as fully as Grantor, its stockholders or officers might have done.

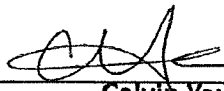
This General Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Instrument shall be construed as a contract under the laws of the State of Delaware and the United States of America.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this General Indenture of Conveyance, Assignment and Transfer to be duly executed as of the date and year first above written.

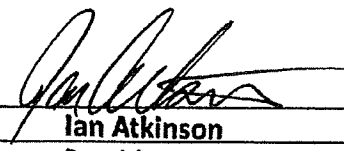
GRANTOR:

DIXIE ENERGY HOLDINGS (STAR), LLC

By 
Name: Calvin Yau
Title: VP Finance & CFO

GRANTEE:

DIXIE ENERGY HOLDINGS (US), INC.

By 
Name: Ian Atkinson
Title: President & CEO

DIXIE ENERGY HOLDINGS (STRONG FIELD), LLC

**WRITTEN CONSENT OF SOLE MEMBER
IN LIEU OF SPECIAL MEETING**

Pursuant to and in accordance with Section 18-302(d) of the Delaware General Corporation Law (the "DGCL"), the undersigned, being the sole member of Dixie Energy Holdings (Strong Field), LLC, a Delaware limited liability company (the "Company"), in lieu of a meeting of the members, the call and notice of which are hereby waived, does hereby consent to the adoption of the following resolutions:

Dissolution of the Company

RESOLVED, that the sole member deems it to be advisable and in the best interest of the Company that the Company be dissolved;

RESOLVED FURTHER, that the form, terms and provisions of the Certificate of Cancellation attached hereto as Exhibit A are hereby in all respects approved;

RESOLVED FURTHER, that the form, terms and provisions of the Plan of Dissolution attached hereto as Exhibit B are hereby in all respects approved; and

RESOLVED FURTHER, that all acts or transactions taken, since the last meeting of the members by any member or representative of the Company in its name and for its account in connection with the foregoing matters, are hereby ratified, confirmed, and approved by the Company.

A copy of this Consent that is signed and delivered by telecopy, facsimile or electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned member of the Company has executed this consent as of August 31, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

By:  _____

Name: **Ian Atkinson**
President & CEO

Title: _____

EXHIBIT A

**STATE OF DELAWARE
CERTIFICATE OF CANCELLATION**

This Certificate of Cancellation of Dixie Energy Holdings (Strong Field), LLC, a Delaware limited liability company, is being duly executed and filed by the undersigned, its sole member, to cancel the Certificate of Formation of such limited liability company pursuant to Section 18-203 of the Delaware Limited Liability Company Act (6 *Del. C.* 18-101, *et seq.*).

1. The name of the limited liability company is Dixie Energy Holdings (Strong Field), LLC (the "Company").
2. The Certificate of Formation of the Company was filed on August 20, 2012.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation this 31 day of August, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

By: 

Name: Ian Atkinson

President & CEO

Title: _____

EXHIBIT B

PLAN OF DISSOLUTION
OF
DIXIE ENERGY HOLDINGS
(STRONG FIELD), LLC

This Plan of Dissolution (the "Plan") of Dixie Energy Holdings (Strong Field), LLC, a Delaware limited liability company (the "Company"), is intended to accomplish the complete liquidation of the Company in conformity and accordance with the Operating Agreement for the Company (the "Operating Agreement") and the laws of the State of Delaware as in effect on the date of adoption of this plan, and is as follows:

1. The Plan shall be and become effective upon the approval and adoption thereof by the execution of written consents by all the Members (as defined in the Operating Agreement) of the Company.

2. After approval and adoption of the Plan by the Members, the Company shall cease to carry on its business, except that, prior to filing a Certificate of Cancellation, the Company may carry on its business insofar as may be necessary for the winding up thereof.

3. The Company shall proceed to collect its assets, and convey and dispose of such of its properties as are not to be distributed in kind to its Members.

4. In accordance with and pursuant to § 18-804 of the Delaware Limited Liability Company Act, the Company shall (a) pay all claims and obligations or make reasonable provision to pay all claims and obligations, including all contingent, conditional and unmatured contractual claims known to the Company, (b) make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Company which is the subject of a pending action, suit or proceeding to which the Company is a party, and (c) make such provision as will be reasonably likely to be sufficient to provide compensation for claims that

have not been made known to the Company or that have not arisen but that, based upon facts known to the Company, are likely to arise or to become known to the Company within ten (10) years after the date of termination of the Company. All of such claims shall be paid in full.

5. Dixie Energy Holdings (US), Inc., as the Managing Member of the Company (the "Managing Member"), shall perform all acts required to liquidate the business and affairs of the Company.

6. As soon as practicable from when this Plan is adopted by the Members of the Company:

(a) the Company shall, in accordance with the provisions of this Plan, (i) pay its liabilities and obligations, or make adequate provision for payment thereof, and (ii) distribute in complete liquidation the remainder of its assets, either in cash or in undivided kind, in one or a series of distributions, to its Member (less any assets retained to meet claims, including unascertained or contingent liabilities or expenses, and specifically set aside for that purpose);

(b) the Company shall pay its final franchise or other similar state taxes in each state in which it is qualified to do business and withdraw from each state in which it is qualified to do business; and

(c) upon the completion of the actions referred to in paragraphs (a) and (b) of this Section, the Company shall file a Certificate of Cancellation of the Company with the Secretary of State of the State of Delaware and shall be formally cancelled in accordance with the laws of the State of Delaware.

7. The Managing Member shall carry out and consummate the Plan, and shall have the power to adopt all resolutions, execute all documents, file all papers, pay all expenses and take all other action they deem necessary or desirable for the purpose of effecting the Company's complete liquidation and termination in accordance with the Plan.

DIXIE ENERGY HOLDINGS (STRONG FIELD), LLC
GENERAL INDENTURE OF CONVEYANCE, ASSIGNMENT AND TRANSFER

This General Indenture of Conveyance, Assignment and Transfer (this "General Indenture"), dated effective as of August 31, 2015, from Dixie Energy Holdings (Strong Field), LLC, a Delaware limited liability company ("Grantor"), to Dixie Energy Holdings (US), Inc., a Delaware corporation and the sole member of Grantor ("Grantee").

RECITALS

WHEREAS, Grantee, as the sole member of Grantor, has executed a written consent authorizing the dissolution of Grantor pursuant to the laws of the State of Delaware (the "Dissolution"); and

WHEREAS, Grantor, in furtherance of its complete liquidation and the Dissolution, desires to distribute all of its assets, properties and rights to Grantee as the sole member of Grantor, and Grantor and Grantee desire to provide for additional terms in connection with such transfer as evidenced herein; and

WHEREAS, Grantee is willing to assume the payment and discharge of the liabilities and obligations of Grantor to the extent provided herein;

AGREEMENT

NOW, THEREFORE, Grantor, in consideration of the premises and for and in consideration of the cancellation and redemption of all the issued and outstanding stock of Grantor by these presents does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee, and unto its successors and assigns forever, all the following:

All properties, assets and rights of Grantor of every kind and description, real or personal, tangible or intangible, wherever situated, including, without limitation, all real property and interests in real property; all merchandise, materials, inventories, equipment, furniture, fixtures and other tangible personal property; all cash, bank accounts, notes receivable and accounts receivable; and all claims, demands and causes of action.

TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns forever.

PROVIDED, HOWEVER, that to the extent that any asset, property or right undertaken to be conveyed or transferred to Grantee as provided herein cannot be conveyed or transferred by law or without the consent of any third party, this General Indenture shall not constitute a conveyance of such asset, property or right if a conveyance or an attempted conveyance thereof would constitute a violation of law or a breach of the contract that requires such consent. Grantor will use its best efforts to obtain all consents of third parties that are required for any

such conveyance or transfer. In order, however, that the full value of such assets, properties or rights may be realized by Grantee, Grantor hereby covenants with Grantee that Grantor will, at the request and expense and under the direction of Grantee, in the name of Grantor or otherwise as Grantee shall specify and as shall be permitted by law, take all such action and do or cause to be done all such things as shall in the opinion of Grantee be necessary or proper (i) in order that the rights and obligations of Grantor in and under or with respect to such assets, properties or rights shall be preserved for the benefit of Grantee (including all rights of Grantor against the third parties arising out of any breach or cancellation by such other party or otherwise), and (ii) for, and to facilitate, the collection of the monies due and payable, and to become due and payable, to Grantor under or with respect to all assets, properties or rights. Grantor shall hold all such rights and obligations and all monies so collected in trust for, and shall make the benefits of the same available to, or pay the same over to, Grantee.

Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, so long as Grantor is authorized by applicable law, to execute, acknowledge and deliver all and every such further conveyance and other instruments and to do such further acts as may be necessary more fully to assure Grantee, its successors and assigns, all the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or for aiding and assisting in collecting and reducing to possession, any and all of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or in connection with the settlement of any obligations or liabilities to Grantor.

Grantor hereby binds itself to warrant and forever defend the title to all and singular said assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This General Indenture is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of said assets, properties and rights or any part thereof.

Grantor hereby constitutes and appoints Grantee the true and lawful attorney of Grantor, with full power of substitution, for it and in its name and stead, but on behalf and for the benefit of Grantee, to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the assets, properties and rights GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, by this General Indenture or by any other instruments of conveyance or assignment from Grantor to Grantee, and to give receipts and releases for and in respect of the same or any part thereof; to collect, for the account of Grantee, all receivables and other items of Grantor transferred to Grantee as provided herein and to endorse in the name of Grantor or in the name of Grantee any checks received on account of any such receivables or other items; to institute and prosecute in the name of Grantor, but at the expense and for the

benefit of Grantee, any and all proceedings at law, in equity or otherwise which Grantee may deem proper; to collect, assert, protect or enforce any claim, right, title, debt, account or interest of any kind in or to any of said assets, properties and rights and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and to do all such acts and things in relation thereto as Grantee shall deem desirable. Grantor hereby declares that the appointment made and the powers granted by this paragraph are coupled with an interest and are and shall be irrevocable by Grantor and shall extend to Grantee's successors and assigns. Grantor will transfer and deliver to Grantee any cash or other property that Grantor may receive in respect of any items transferred to Grantee as provided herein.

In consideration of the foregoing, but subject to the limitations provided in Section 282 of the Delaware General Corporation Law (8 Del. C. § 101, et seq.), as amended, Grantee hereby, as of the Dissolution of the Grantor, assumes and agrees to pay, perform and discharge to the extent of the value of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED, the liabilities and obligations of Grantor (to the extent not previously discharged, extinguished or provided for on or prior to the effective date of the Dissolution), as they exist as of the effective date of the Dissolution.

Nothing contained in this General Indenture, express or implied, is intended or shall be construed to confer upon or give to any person, entity, firm or corporation other than the parties hereto and their respective successors and assigns any right or remedy under or by reason of this General Indenture or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this General Indenture shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns. Grantor does not retain hereunder any lien (express or implied) or any right of rescission.

Nothing contained in this General Indenture shall, or shall be construed to, prejudice the right of Grantee to contest any claim or demand as fully as Grantor, its stockholders or officers might have done.

This General Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Instrument shall be construed as a contract under the laws of the State of Delaware and the United States of America.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this General Indenture of Conveyance, Assignment and Transfer to be duly executed as of the date and year first above written.


GRANTOR:

DIXIE ENERGY HOLDINGS (STRONG
FIELD), LLC

By 
Name: Calvin Yau
Title: VP Finance & CFO

GRANTEE:

DIXIE ENERGY HOLDINGS (US), INC.

By 
Name: Ian Atkinson
Title: President & CEO

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF DISSOLUTION OF "DIXIE ENERGY
HOLDINGS (US), INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH
DAY OF DECEMBER, A.D. 2015, AT 6:43 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
KENT COUNTY RECORDER OF DEEDS.



5180192 8100

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 201608718
Date: 01-04-16

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:43 PM 12/28/2015
FILED 06:43 PM 12/28/2015
SR 20151550705 - File Number 5180192

**CERTIFICATE OF DISSOLUTION
OF
DIXIE ENERGY HOLDINGS (US), INC.**

Pursuant to the provisions of Section 275, subsection (c) of the Delaware General Corporation Law, the undersigned corporation adopts the following Certificate of Dissolution for the purpose of dissolving:

1. The name of the corporation is Dixie Energy Holdings (US), Inc. (the "Corporation") and it was incorporated in Delaware on July 6, 2012.
2. The dissolution of the Corporation was authorized on December 22, 2015.
3. The dissolution of the Corporation was authorized by the sole stockholder of the Corporation in accordance with subsection (c) of Section 275 of the Delaware General Corporation Law.
4. The names and addresses of the officers of the Corporation are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Ian Atkinson	President and Chief Executive Officer	Suite 900, 520-5 th Avenue SW Calgary, AB T2P 3R7
Calvin Yau	VP Finance & CFO	Suite 900, 520-5 th Avenue SW Calgary, AB T2P 3R7
Karen Tanaka	Secretary & Treasurer	Suite 900, 520-5 th Avenue SW Calgary, AB T2P 3R7

5. The names and addresses of the directors of the Corporation are:

<u>Name</u>	<u>Address</u>
David Anderson	Suite 900, 520-5 th Avenue SW Calgary, AB T2P 3R7
William T. McGowin, IV	Suite 900, 520-5 th Avenue SW Calgary, AB T2P 3R7
Ian Atkinson	Suite 900, 520-5 th Avenue SW Calgary, AB T2P 3R7

DATED as of the 22 day of December, 2015.

By: 
Name: Calvin Yau
Title: Vice President Finance &
Chief Financial Officer

DIXIE ENERGY HOLDINGS (WHITE CASTLE DOME), LLC

**WRITTEN CONSENT OF SOLE MEMBER
IN LIEU OF SPECIAL MEETING**

Pursuant to and in accordance with Section 18-302(d) of the Delaware General Corporation Law (the "DGCL"), the undersigned, being the sole member of Dixie Energy Holdings (White Castle Dome), LLC, a Delaware limited liability company (the "Company"), in lieu of a meeting of the members, the call and notice of which are hereby waived, does hereby consent to the adoption of the following resolutions:

Dissolution of the Company

RESOLVED, that the sole member deems it to be advisable and in the best interest of the Company that the Company be dissolved;

RESOLVED FURTHER, that the form, terms and provisions of the Certificate of Cancellation attached hereto as Exhibit A are hereby in all respects approved;

RESOLVED FURTHER, that the form, terms and provisions of the Plan of Dissolution attached hereto as Exhibit B are hereby in all respects approved; and

RESOLVED FURTHER, that all acts or transactions taken, since the last meeting of the members by any member or representative of the Company in its name and for its account in connection with the foregoing matters, are hereby ratified, confirmed, and approved by the Company.

A copy of this Consent that is signed and delivered by telecopy, facsimile or electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned member of the Company has executed this consent as of August 31, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

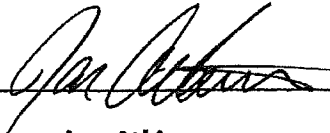
By: 
Name: Ian Atkinson
Title: President & CEO

EXHIBIT A

**STATE OF DELAWARE
CERTIFICATE OF CANCELLATION**

This Certificate of Cancellation of Dixie Energy Holdings (White Castle Dome), LLC, a Delaware limited liability company, is being duly executed and filed by the undersigned, its sole member, to cancel the Certificate of Formation of such limited liability company pursuant to Section 18-203 of the Delaware Limited Liability Company Act (6 Del. C. 18-101, *et seq.*).

1. The name of the limited liability company is Dixie Energy Holdings (White Castle Dome), LLC (the "Company").
2. The Certificate of Formation of the Company was filed on March 28, 2013.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation this 31 day of August, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

By: 

Name: Ian Atkinson
President & CEO

Title: _____

EXHIBIT B

PLAN OF DISSOLUTION
OF
DIXIE ENERGY HOLDINGS
(WHITE CASTLE DOME), LLC

This Plan of Dissolution (the "Plan") of Dixie Energy Holdings (White Castle Dome), LLC, a Delaware limited liability company (the "Company"), is intended to accomplish the complete liquidation of the Company in conformity and accordance with the Operating Agreement for the Company (the "Operating Agreement") and the laws of the State of Delaware as in effect on the date of adoption of this plan, and is as follows:

1. The Plan shall be and become effective upon the approval and adoption thereof by the execution of written consents by all the Members (as defined in the Operating Agreement) of the Company.
2. After approval and adoption of the Plan by the Members, the Company shall cease to carry on its business, except that, prior to filing a Certificate of Cancellation, the Company may carry on its business insofar as may be necessary for the winding up thereof.
3. The Company shall proceed to collect its assets, and convey and dispose of such of its properties as are not to be distributed in kind to its Members.
4. In accordance with and pursuant to § 18-804 of the Delaware Limited Liability Company Act, the Company shall (a) pay all claims and obligations or make reasonable provision to pay all claims and obligations, including all contingent, conditional and unmatured contractual claims known to the Company, (b) make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Company which is the subject of a pending action, suit or proceeding to which the Company is a party, and (c) make such provision as will be reasonably likely to be sufficient to provide compensation for claims that

have not been made known to the Company or that have not arisen but that, based upon facts known to the Company, are likely to arise or to become known to the Company within ten (10) years after the date of termination of the Company. All of such claims shall be paid in full.

5. Dixie Energy Holdings (US), Inc., as the Managing Member of the Company (the "Managing Member"), shall perform all acts required to liquidate the business and affairs of the Company.

6. As soon as practicable from when this Plan is adopted by the Members of the Company:

(a) the Company shall, in accordance with the provisions of this Plan, (i) pay its liabilities and obligations, or make adequate provision for payment thereof, and (ii) distribute in complete liquidation the remainder of its assets, either in cash or in undivided kind, in one or a series of distributions, to its Member (less any assets retained to meet claims, including unascertained or contingent liabilities or expenses, and specifically set aside for that purpose);

(b) the Company shall pay its final franchise or other similar state taxes in each state in which it is qualified to do business and withdraw from each state in which it is qualified to do business; and

(c) upon the completion of the actions referred to in paragraphs (a) and (b) of this Section, the Company shall file a Certificate of Cancellation of the Company with the Secretary of State of the State of Delaware and shall be formally cancelled in accordance with the laws of the State of Delaware.

7. The Managing Member shall carry out and consummate the Plan, and shall have the power to adopt all resolutions, execute all documents, file all papers, pay all expenses and take all other action they deem necessary or desirable for the purpose of effecting the Company's complete liquidation and termination in accordance with the Plan.

**DIXIE ENERGY HOLDINGS (WHITE CASTLE DOME), LLC
GENERAL INDENTURE OF CONVEYANCE, ASSIGNMENT AND TRANSFER**

This General Indenture of Conveyance, Assignment and Transfer (this "General Indenture"), dated effective as of August 31, 2015, from Dixie Energy Holdings (White Castle Dome), LLC, a Delaware limited liability company ("Grantor"), to Dixie Energy Holdings (US), Inc., a Delaware corporation and the sole member of Grantor ("Grantee").

RECITALS

WHEREAS, Grantee, as the sole member of Grantor, has executed a written consent authorizing the dissolution of Grantor pursuant to the laws of the State of Delaware (the "Dissolution"); and

WHEREAS, Grantor, in furtherance of its complete liquidation and the Dissolution, desires to distribute all of its assets, properties and rights to Grantee as the sole member of Grantor, and Grantor and Grantee desire to provide for additional terms in connection with such transfer as evidenced herein; and

WHEREAS, Grantee is willing to assume the payment and discharge of the liabilities and obligations of Grantor to the extent provided herein;

AGREEMENT

NOW, THEREFORE, Grantor, in consideration of the premises and for and in consideration of the cancellation and redemption of all the issued and outstanding stock of Grantor by these presents does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee, and unto its successors and assigns forever, all the following:

All properties, assets and rights of Grantor of every kind and description, real or personal, tangible or intangible, wherever situated, including, without limitation, all real property and interests in real property; all merchandise, materials, inventories, equipment, furniture, fixtures and other tangible personal property; all cash, bank accounts, notes receivable and accounts receivable; and all claims, demands and causes of action.

TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns forever.

PROVIDED, HOWEVER, that to the extent that any asset, property or right undertaken to be conveyed or transferred to Grantee as provided herein cannot be conveyed or transferred by law or without the consent of any third party, this General Indenture shall not constitute a conveyance of such asset, property or right if a conveyance or an attempted conveyance thereof would constitute a violation of law or a breach of the contract that requires such consent. Grantor will use its best efforts to obtain all consents of third parties that are required for any

such conveyance or transfer. In order, however, that the full value of such assets, properties or rights may be realized by Grantee, Grantor hereby covenants with Grantee that Grantor will, at the request and expense and under the direction of Grantee, in the name of Grantor or otherwise as Grantee shall specify and as shall be permitted by law, take all such action and do or cause to be done all such things as shall in the opinion of Grantee be necessary or proper (i) in order that the rights and obligations of Grantor in and under or with respect to such assets, properties or rights shall be preserved for the benefit of Grantee (including all rights of Grantor against the third parties arising out of any breach or cancellation by such other party or otherwise), and (ii) for, and to facilitate, the collection of the monies due and payable, and to become due and payable, to Grantor under or with respect to all assets, properties or rights. Grantor shall hold all such rights and obligations and all monies so collected in trust for, and shall make the benefits of the same available to, or pay the same over to, Grantee.

Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, so long as Grantor is authorized by applicable law, to execute, acknowledge and deliver all and every such further conveyance and other instruments and to do such further acts as may be necessary more fully to assure Grantee, its successors and assigns, all the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or for aiding and assisting in collecting and reducing to possession, any and all of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or in connection with the settlement of any obligations or liabilities to Grantor.

Grantor hereby binds itself to warrant and forever defend the title to all and singular said assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This General Indenture is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of said assets, properties and rights or any part thereof.

Grantor hereby constitutes and appoints Grantee the true and lawful attorney of Grantor, with full power of substitution, for it and in its name and stead, but on behalf and for the benefit of Grantee, to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the assets, properties and rights GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, by this General Indenture or by any other instruments of conveyance or assignment from Grantor to Grantee, and to give receipts and releases for and in respect of the same or any part thereof; to collect, for the account of Grantee, all receivables and other items of Grantor transferred to Grantee as provided herein and to endorse in the name of Grantor or in the name of Grantee any checks received on account of any such receivables or other items; to institute and prosecute in the name of Grantor, but at the expense and for the

benefit of Grantee, any and all proceedings at law, in equity or otherwise which Grantee may deem proper; to collect, assert, protect or enforce any claim, right, title, debt, account or interest of any kind in or to any of said assets, properties and rights and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and to do all such acts and things in relation thereto as Grantee shall deem desirable. Grantor hereby declares that the appointment made and the powers granted by this paragraph are coupled with an interest and are and shall be irrevocable by Grantor and shall extend to Grantee's successors and assigns. Grantor will transfer and deliver to Grantee any cash or other property that Grantor may receive in respect of any items transferred to Grantee as provided herein.

In consideration of the foregoing, but subject to the limitations provided in Section 282 of the Delaware General Corporation Law (8 Del. C. § 101, et seq.), as amended, Grantee hereby, as of the Dissolution of the Grantor, assumes and agrees to pay, perform and discharge to the extent of the value of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED, the liabilities and obligations of Grantor (to the extent not previously discharged, extinguished or provided for on or prior to the effective date of the Dissolution), as they exist as of the effective date of the Dissolution.

Nothing contained in this General Indenture, express or implied, is intended or shall be construed to confer upon or give to any person, entity, firm or corporation other than the parties hereto and their respective successors and assigns any right or remedy under or by reason of this General Indenture or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this General Indenture shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns. Grantor does not retain hereunder any lien (express or implied) or any right of rescission.

Nothing contained in this General Indenture shall, or shall be construed to, prejudice the right of Grantee to contest any claim or demand as fully as Grantor, its stockholders or officers might have done.

This General Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Instrument shall be construed as a contract under the laws of the State of Delaware and the United States of America.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this General Indenture of Conveyance, Assignment and Transfer to be duly executed as of the date and year first above written.


GRANTOR:

DIXIE ENERGY HOLDINGS (WHITE CASTLE DOME), LLC

By 
Name: Calvin Yau
Title: VP Finance & CFO

GRANTEE:

DIXIE ENERGY HOLDINGS (US), INC.

By 
Name: Ian Atkinson
Title: President & CEO

DIXIE ENERGY HOLDINGS (WILEY DOME), LLC

**WRITTEN CONSENT OF SOLE MEMBER
IN LIEU OF SPECIAL MEETING**

Pursuant to and in accordance with Section 18-302(d) of the Delaware General Corporation Law (the "DGCL"), the undersigned, being the sole member of Dixie Energy Holdings (Wiley Dome), LLC, a Delaware limited liability company (the "Company"), in lieu of a meeting of the members, the call and notice of which are hereby waived, does hereby consent to the adoption of the following resolutions:

Dissolution of the Company

RESOLVED, that the sole member deems it to be advisable and in the best interest of the Company that the Company be dissolved;

RESOLVED FURTHER, that the form, terms and provisions of the Certificate of Cancellation attached hereto as Exhibit A are hereby in all respects approved;

[RESOLVED FURTHER, that the form, terms and provisions of the Plan of Dissolution attached hereto as Exhibit B are hereby in all respects approved; and]


RESOLVED FURTHER, that all acts or transactions taken, since the last meeting of the members by any member or representative of the Company in its name and for its account in connection with the foregoing matters, are hereby ratified, confirmed, and approved by the Company.

A copy of this Consent that is signed and delivered by telecopy, facsimile or electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned member of the Company has executed this consent as of August 31, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

By: 

Name: Ian Atkinson

President & CEO

Title: _____

EXHIBIT A

**STATE OF DELAWARE
CERTIFICATE OF CANCELLATION**

This Certificate of Cancellation of Dixie Energy Holdings (Wiley Dome), LLC, a Delaware limited liability company, is being duly executed and filed by the undersigned, its sole member, to cancel the Certificate of Formation of such limited liability company pursuant to Section 18-203 of the Delaware Limited Liability Company Act (6 Del. C. 18-101, *et seq.*).

1. The name of the limited liability company is Dixie Energy Holdings (Wiley Dome), LLC (the "Company").
2. The Certificate of Formation of the Company was filed on October 11, 2012.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation this 31 day of August, 2015.

SOLE MEMBER:

DIXIE ENERGY HOLDINGS (US), INC.

By: 

Name: Ian Atkinson
President & CEO

Title: _____

EXHIBIT B

PLAN OF DISSOLUTION
OF
DIXIE ENERGY HOLDINGS
(WILEY DOME), LLC

This Plan of Dissolution (the "Plan") of Dixie Energy Holdings (Wiley Dome), LLC, a Delaware limited liability company (the "Company"), is intended to accomplish the complete liquidation of the Company in conformity and accordance with the Operating Agreement for the Company (the "Operating Agreement") and the laws of the State of Delaware as in effect on the date of adoption of this plan, and is as follows:

1. The Plan shall be and become effective upon the approval and adoption thereof by the execution of written consents by all the Members (as defined in the Operating Agreement) of the Company.
2. After approval and adoption of the Plan by the Members, the Company shall cease to carry on its business, except that, prior to filing a Certificate of Cancellation, the Company may carry on its business insofar as may be necessary for the winding up thereof.
3. The Company shall proceed to collect its assets, and convey and dispose of such of its properties as are not to be distributed in kind to its Members.
4. In accordance with and pursuant to § 18-804 of the Delaware Limited Liability Company Act, the Company shall (a) pay all claims and obligations or make reasonable provision to pay all claims and obligations, including all contingent, conditional and unmatured contractual claims known to the Company, (b) make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Company which is the subject of a pending action, suit or proceeding to which the Company is a party, and (c) make such provision as will be reasonably likely to be sufficient to provide compensation for claims that

have not been made known to the Company or that have not arisen but that, based upon facts known to the Company, are likely to arise or to become known to the Company within ten (10) years after the date of termination of the Company. All of such claims shall be paid in full.

5. Dixie Energy Holdings (US), Inc., as the Managing Member of the Company (the "Managing Member"), shall perform all acts required to liquidate the business and affairs of the Company.

6. As soon as practicable from when this Plan is adopted by the Members of the Company:

(a) the Company shall, in accordance with the provisions of this Plan, (i) pay its liabilities and obligations, or make adequate provision for payment thereof, and (ii) distribute in complete liquidation the remainder of its assets, either in cash or in undivided kind, in one or a series of distributions, to its Member (less any assets retained to meet claims, including unascertained or contingent liabilities or expenses, and specifically set aside for that purpose);

(b) the Company shall pay its final franchise or other similar state taxes in each state in which it is qualified to do business and withdraw from each state in which it is qualified to do business; and

(c) upon the completion of the actions referred to in paragraphs (a) and (b) of this Section, the Company shall file a Certificate of Cancellation of the Company with the Secretary of State of the State of Delaware and shall be formally cancelled in accordance with the laws of the State of Delaware.

7. The Managing Member shall carry out and consummate the Plan, and shall have the power to adopt all resolutions, execute all documents, file all papers, pay all expenses and take all other action they deem necessary or desirable for the purpose of effecting the Company's complete liquidation and termination in accordance with the Plan.

DIXIE ENERGY HOLDINGS (WILEY DOME), LLC
GENERAL INDENTURE OF CONVEYANCE, ASSIGNMENT AND TRANSFER

This General Indenture of Conveyance, Assignment and Transfer (this "General Indenture"), dated effective as of August 31, 2015, from Dixie Energy Holdings (Wiley Dome), LLC, a Delaware limited liability company ("Grantor"), to Dixie Energy Holdings (US), Inc., a Delaware corporation and the sole member of Grantor ("Grantee").

RECITALS

WHEREAS, Grantee, as the sole member of Grantor, has executed a written consent authorizing the dissolution of Grantor pursuant to the laws of the State of Delaware (the "Dissolution"); and

WHEREAS, Grantor, in furtherance of its complete liquidation and the Dissolution, desires to distribute all of its assets, properties and rights to Grantee as the sole member of Grantor, and Grantor and Grantee desire to provide for additional terms in connection with such transfer as evidenced herein; and

WHEREAS, Grantee is willing to assume the payment and discharge of the liabilities and obligations of Grantor to the extent provided herein;

AGREEMENT

NOW, THEREFORE, Grantor, in consideration of the premises and for and in consideration of the cancellation and redemption of all the issued and outstanding stock of Grantor by these presents does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee, and unto its successors and assigns forever, all the following:

All properties, assets and rights of Grantor of every kind and description, real or personal, tangible or intangible, wherever situated, including, without limitation, all real property and interests in real property; all merchandise, materials, inventories, equipment, furniture, fixtures and other tangible personal property; all cash, bank accounts, notes receivable and accounts receivable; and all claims, demands and causes of action.

TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns forever.

PROVIDED, HOWEVER, that to the extent that any asset, property or right undertaken to be conveyed or transferred to Grantee as provided herein cannot be conveyed or transferred by law or without the consent of any third party, this General Indenture shall not constitute a conveyance of such asset, property or right if a conveyance or an attempted conveyance thereof would constitute a violation of law or a breach of the contract that requires such consent. Grantor will use its best efforts to obtain all consents of third parties that are required for any

such conveyance or transfer. In order, however, that the full value of such assets, properties or rights may be realized by Grantee, Grantor hereby covenants with Grantee that Grantor will, at the request and expense and under the direction of Grantee, in the name of Grantor or otherwise as Grantee shall specify and as shall be permitted by law, take all such action and do or cause to be done all such things as shall in the opinion of Grantee be necessary or proper (i) in order that the rights and obligations of Grantor in and under or with respect to such assets, properties or rights shall be preserved for the benefit of Grantee (including all rights of Grantor against the third parties arising out of any breach or cancellation by such other party or otherwise), and (ii) for, and to facilitate, the collection of the monies due and payable, and to become due and payable, to Grantor under or with respect to all assets, properties or rights. Grantor shall hold all such rights and obligations and all monies so collected in trust for, and shall make the benefits of the same available to, or pay the same over to, Grantee.

Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, so long as Grantor is authorized by applicable law, to execute, acknowledge and deliver all and every such further conveyance and other instruments and to do such further acts as may be necessary more fully to assure Grantee, its successors and assigns, all the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or for aiding and assisting in collecting and reducing to possession, any and all of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or in connection with the settlement of any obligations or liabilities to Grantor.

Grantor hereby binds itself to warrant and forever defend the title to all and singular said assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This General Indenture is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of said assets, properties and rights or any part thereof.

Grantor hereby constitutes and appoints Grantee the true and lawful attorney of Grantor, with full power of substitution, for it and in its name and stead, but on behalf and for the benefit of Grantee, to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the assets, properties and rights GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, by this General Indenture or by any other instruments of conveyance or assignment from Grantor to Grantee, and to give receipts and releases for and in respect of the same or any part thereof; to collect, for the account of Grantee, all receivables and other items of Grantor transferred to Grantee as provided herein and to endorse in the name of Grantor or in the name of Grantee any checks received on account of any such receivables or other items; to institute and prosecute in the name of Grantor, but at the expense and for the

benefit of Grantee, any and all proceedings at law, in equity or otherwise which Grantee may deem proper; to collect, assert, protect or enforce any claim, right, title, debt, account or interest of any kind in or to any of said assets, properties and rights and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and to do all such acts and things in relation thereto as Grantee shall deem desirable. Grantor hereby declares that the appointment made and the powers granted by this paragraph are coupled with an interest and are and shall be irrevocable by Grantor and shall extend to Grantee's successors and assigns. Grantor will transfer and deliver to Grantee any cash or other property that Grantor may receive in respect of any items transferred to Grantee as provided herein.

In consideration of the foregoing, but subject to the limitations provided in Section 282 of the Delaware General Corporation Law (8 Del. C. § 101, et seq.), as amended, Grantee hereby, as of the Dissolution of the Grantor, assumes and agrees to pay, perform and discharge to the extent of the value of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED, the liabilities and obligations of Grantor (to the extent not previously discharged, extinguished or provided for on or prior to the effective date of the Dissolution), as they exist as of the effective date of the Dissolution.

Nothing contained in this General Indenture, express or implied, is intended or shall be construed to confer upon or give to any person, entity, firm or corporation other than the parties hereto and their respective successors and assigns any right or remedy under or by reason of this General Indenture or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this General Indenture shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns. Grantor does not retain hereunder any lien (express or implied) or any right of rescission.

Nothing contained in this General Indenture shall, or shall be construed to, prejudice the right of Grantee to contest any claim or demand as fully as Grantor, its stockholders or officers might have done.

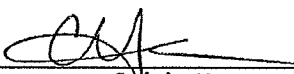
This General Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Instrument shall be construed as a contract under the laws of the State of Delaware and the United States of America.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this General Indenture of Conveyance, Assignment and Transfer to be duly executed as of the date and year first above written.

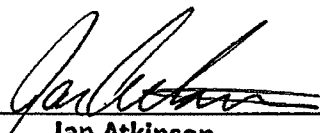
GRANTOR:

DIXIE ENERGY HOLDINGS (WILEY DOME),
LLC

By 
Name: Calvin Yau
Title: VP Finance & CFO

GRANTEE:

DIXIE ENERGY HOLDINGS (US), INC.

By 
Name: Ian Atkinson
Title: President & CEO

APPENDIX D



Department of the Treasury
Internal Revenue Service
Large Business & International Division
5333 Getwell Road, Stop 2752
Memphis, TN 38118

Dixie Energy Holdings US
Attn: Calvin Yau
8970 Hwy 13 North
New Hebron, MS 38140

Date:
FEB 15 2018
Taxpayer ID number (last 4 digits):
[REDACTED]

Form:
1120

Tax period(s):
201412

Person to contact:
Mitch Childress

Contact telephone number:
901-707-5164

Employee ID number:
[REDACTED]

Dear Taxpayer:

We've completed the review of the examination of your tax return for the year(s) shown above. We made no changes to your reported tax.

This is the final letter we'll send you regarding your examination unless we make a change to a partnership, S corporation, trust, or estate tax return in which you have an interest.

If you have any questions, please call or write us at the telephone number or address shown above. If you write, please include your telephone number, the best time for us to call you in case we need to contact you, and a copy of this letter.

You may want to keep a copy of this letter for your records. Thank you for your cooperation.

Sincerely

Mitch Childress
Group Manager, Team 1268

APPENDIX E

**In the Matter of the Winding-Up of
Dixie Energy Trust
Cash Available for Distribution to Unitholders
As at October 9, 2018**

	CAD	USD	Total CAD
Cash as at December 31, 2014	\$ 405,199	\$ 912,671	
Proceeds from Sale Transaction	-	47,480,822	
Debt repayment on closing	-	(13,063,823)	
Operating costs	(3,071,293)	35	
Currency conversion/account transfers	35,305,252	(30,052,407)	
GIC redemption	-	100,000	
Taxes paid	-	(5,594,878)	
Taxes receivable (payable)	213,594	217,580	
Estimated net costs to wind-up	(106,014)	-	
	\$ 32,746,737	\$ (0)	
Initial Distribution	(22,262,198)		
Second Distribution	(8,562,384)		
	\$ 1,922,155	\$ (0)	
FX rate		1.20	
CAD available for distribution	\$ 1,922,155	\$ (0)	\$ 1,922,155

APPENDIX F

**In the Matter of the Winding-Up of
Dixie Energy Trust
Proposed Final Distribution to Unitholders
As at October 9, 2018**

Total available funds for distribution	\$	32,746,737
Units outstanding		57,082,559
Total distribution per unit	\$	0.5737

	Distribution per Unit	Distribution %	Total Distribution
First Distribution	\$ 0.3900	67.98%	\$ 22,262,198
Second Distribution	0.1500	26.15%	8,562,384
	\$ 0.5400	94.1%	30,824,582
Proposed Final Distribution	0.0337	5.87%	1,922,154.80
	<u>\$ 0.5737</u>		<u>\$ 32,746,737</u>