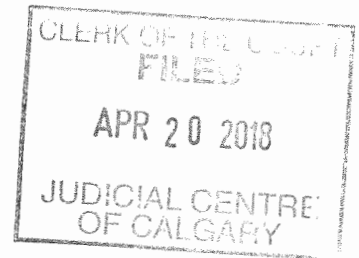


Clerk's stamp:



COURT FILE NUMBER	1501-12220
COURT	COURT OF QUEEN'S BENCH
JUDICIAL CENTRE	CALGARY
APPLICANT	ALBERTA TREASURY BRANCHES
RESPONDENTS	COGI LIMITED PARTNERSHIP, CANADIAN OIL & GAS INTERNATIONAL INC., CONSERVE OIL GROUP INC. AND CONSERVE OIL 1ST CORPORATION
DOCUMENT	<u>ELEVENTH REPORT OF THE RECEIVER</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	G. Brian Davison, Q.C. DLA Piper (Canada) LLP Barristers and Solicitors 1000 250 2 St. S.W. Phone: 403.294-3590 Fax: 403-213-4481 Email: brian.davison@dlapiper.com File No.: 16155-00002

APPENDICES

APPENDIX A

Sayer Information Brochure

APPENDIX B

Redacted DEL Purchase and Sale Agreement

APPENDIX C

Statement of Receipts and Disbursements for the period
October 26, 2015 to March 31, 2018

INTRODUCTION AND BACKGROUND

1. Pursuant to an October 26, 2015 Order of the Honourable Justice A.D. Macleod, (the "**Receivership Order**"), MNP Ltd. (the "**Receiver**") was appointed as receiver and manager of COGI Limited Partnership ("**COGI LP**"), its general partner Canadian Oil & Gas International Inc. ("**COGI Inc.**") and Conserve Oil Group Inc. ("**Conserve**").
2. On January 6, 2016, MNP Ltd. was further appointed as the receiver and manager of the assets and undertakings of Conserve Oil 1st Corporation ("**COC1**" and together with COGI LP, COGI Inc. and Conserve, "**COGI**" or the "**Company**").
3. COGI LP is a limited partnership formed pursuant to the laws of the province of Alberta. COGI Inc.'s only business is as general partner of COGI LP and to hold title to various assets for the benefit of COGI LP. Conserve is a private company and the 100% shareholder of COGI Inc. as well as a number of other companies. COC 1 is a former wholly owned subsidiary of Conserve that guaranteed Conserve's indebtedness to its secured creditor.
4. This is the Receiver's eleventh report to the Court (the "**Eleventh Report**"), which should be read in conjunction with the Receiver's prior Reports. Capitalized terms not defined herein are as defined in the prior Reports or the Receivership Order. All references to currency are in Canadian dollars unless otherwise stated.
5. In preparing the Eleventh Report and making comments herein, the Receiver has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information of COGI, the books and records of COGI, and information from other third-party sources (collectively, the "**Information**"). The Receiver 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 or other standards established by the Chartered Professional Accountants of Canada.
6. Copies of the relevant documents relating to these proceedings are available on the Receiver's website at www.mnpdebt.ca/cogi.

PURPOSE OF THE REPORT

7. The purpose of the Eleventh Report is to provide this Honourable Court with the Receiver's comments and information in respect of the Receiver's applications:
 - a) for approval of the sale of COGI's remaining oil and gas assets to DEL Canada GP Ltd. ("**DEL**");
 - b) to seal the Confidential Supplement to Eleventh Report; and
 - c) for approval of its interim statement of receipts and disbursements, including the fees and disbursements incurred by the Receiver, its agent and legal counsel.

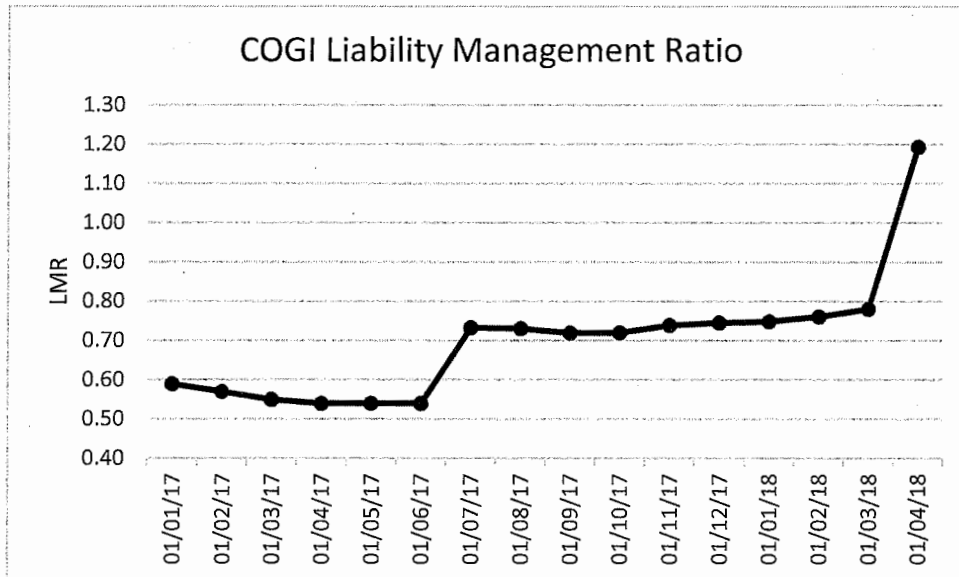
SALES PROCESS

8. As described in the Receiver's Fifth Report, the Receiver previously engaged Sayer Energy Advisors ("**Sayer**") to commence a sales process in the fall of 2016 (the "**First Sales Process**"). The First Sales Process did not produce any acceptable offers and the Receiver proceeded with a well reactivation/rework program in an effort to increase the value of COGI's oil and gas reserves and positively impact COGI's Liability Management Rating ("**LMR**") rating.
9. There were a number of wells and licenses for which no offers were received through the First Sales Process and these wells and licenses were not suitable for well reactivation/rework. The After reviewing with its consultant Niven Fischer Energy Services Inc. ("**Niven Fischer**"), the Receiver concluded these wells and/or licenses were uneconomic and disclaimed the uneconomic wells to Alberta Energy Regulator ("**AER**") in June 2017, increasing COGI's LMR.
10. With an increased LMR, the Receiver re-engaged Sayer to run another sales process commencing December 8, 2017 and ending at noon on January 18, 2018 (the "**Second Sales Process**").
11. Sayer's advertising and marketing activities carried out during the Second Sales Process included, among other things:
 - a) completing a mailout of an information brochure to approximately 900 contacts;
 - b) emailing the information brochure to approximately 1,900 parties from a separate distribution list;
 - c) posting the information brochure and other information on its website; and
 - d) placing advertisements in the BOE Report, the Daily Oil Bulletin and PLS Inc., as well as, A&D Watch, based in Houston, Texas, in an effort to reach parties in the United States.

A copy of the teaser and information brochure is attached as **Appendix A**.

12. A total of 76 confidentiality agreements ("**CAs**") were executed in connection with the Second Sales Process, which Sayer advised was a very high number of CAs for a divestiture of this nature.
13. A total of 51 written offers were received from 37 parties. No offers were received for the entirety of COGI's oil and gas assets. A summary of the offers received, together with the Receiver's analysis of the offers, is set out in a confidential supplement to this Eleventh Report (the "**Confidential Supplement to the Eleventh Report**").
14. As a result of the Second Sales Process, it became apparent to the Receiver that an additional set of wells and licences were uneconomic, as no offers were received for these wells and licences. After consulting with Niven Fischer, the Receiver has deemed these wells and licences, uneconomic, and is in the process of disclaiming same to AER.

15. As evidenced in the graph below, the reactivation/rework program and the disclaimer of uneconomic wells in June 2017 and April 2018 increased COGI's LMR. The LMR is based on a 12-month rolling average, so the impact of the reactivation/rework program will not be fully recognized until November 2018.



PURCHASE AND SALE AGREEMENT – DEL CANADA GP LTD.

16. The Receiver is advised that DEL purchased and obtained an assignment of a significant portion of ATB's secured position effective October 1, 2017.
17. The Receiver has entered into a purchase and sale agreement with DEL (the "**DEL PSA**") in relation to specific oil and gas assets (the "**Purchased Assets**"). A copy of the DEL PSA, which has been redacted to remove the selling price, financial details and other sensitive information, is attached as **Appendix B**. A full unredacted copy of the DEL PSA is attached to the Confidential Supplement to the Eleventh Report.
18. The selling price is less than the portion of ATB's security position purchased by DEL.
19. The DEL PSA is conditional upon court approval and also upon obtaining a waiver under section 116 of the *Income Tax Act* (the "**Section 116 Waiver**"). The Section 116 Waiver is required as all of COGI's limited partners are non-residents of Canada. The Receiver is advised that the application for the Section 116 Waiver is currently in progress and will need to be completed prior to closing of the sale to DEL.
20. The Receiver is of the view that COGI's oil and gas assets have been adequately marketed under two separate sales processes. The Second Sales Process has resulted in the DEL PSA, which the Receiver believes is the best possible offer for the Purchased Assets under the circumstances.
21. The Receiver is advised that DEL is in discussions with AER with respect to the transfer of the applicable licences, and recommends that the transaction contemplated by the DEL PSA (the "**Transaction**") be approved by this Court.

SEALING ORDER

22. The DEL PSA contains sensitive commercial information with respect to purchase price and other matters. In order not to taint the marketplace in the event the Transaction does not close and the COGI Purchased Assets have to be re-marketed, the Receiver respectfully requests and recommends that the Confidential Supplement to the Eleventh Report be sealed until the closing of the Transaction and the filing of the Receiver's Certificate as set out in the DEL PSA.
23. The Receiver believes that the sealing of the Confidential Supplement to the Eleventh Report is a minimally intrusive way to protect the integrity of the Second Sales Process, as a redacted version of the DEL PSA is attached to this Eleventh Report, and the sealing order will no longer be in effect once closing occurs and the Receiver's Certificate is filed.

INTERIM RECEIPTS AND DISBURSEMENTS

24. Attached hereto as **Appendix C** is a copy of the Interim Statement of Receipts and Disbursement (the "**Interim R&D**") for the period October 26, 2015 to March 31, 2018.

APPROVAL OF ACCOUNTS

25. A summary of professional fees paid by the Receiver is attached as Schedule 2 to the Interim R&D.
26. The Receiver's Interim R&D for the period ending June 30, 2017, including the fees of the Receiver and its legal counsel for the same time period were approved in the August 16, 2017 Court Order.
27. From July 1, 2017 to March 31, 2018, the Receiver has expended a total of 1,074 hours with respect to the administration of the receivership proceedings and its professional fees and disbursements, excluding GST, total \$523,700.27.
28. From May 30, 2017 to February 26, 2018, the Receiver's legal counsel has expended a total of 734 hours with respect to the administration of the receivership proceedings and its professional fees and disbursements, excluding GST, total \$359,917.42. The Receiver has reviewed the fees of its legal counsel and is of the view that the fees are reasonable and appropriate in the circumstances.

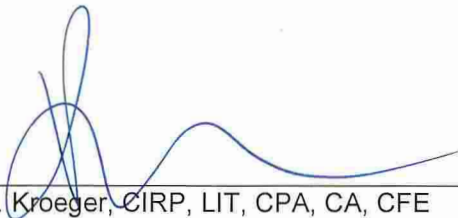
CONCLUSION

29. Based upon the foregoing, the Receiver seeks the Court's approval for the following:
 - a) an Order approving the sale to DEL;
 - b) an Order sealing the Confidential Supplement to the Eleventh Report until the filing of the Receiver's Certificate confirming the closing of the Transaction; and
 - c) an Order approving the Receiver's Interim R&D for the period ending March 31, 2018, including the fees and disbursements incurred by the Receiver, its agent and legal counsel.

All of which is respectfully submitted this 20th day of April, 2018.

MNP Ltd.

In its capacity as Receiver-Manager of
COGI Limited Partnership, Canadian Oil & Gas International Inc.,
Conserve Oil Group Inc. and Conserve Oil 1st Corporation and not in its
personal capacity



Per: _____
Victor P. Kroeger, CIRP, LIT, CPA, CA, CFE
Senior Vice President

APPENDIX A



Receivership Sale
BID DEADLINE: 12:00 pm January 18, 2018

Receivership Sale
1,533 boe/d Production
(450 bbl/d, 6.5 MMcf/d)



Conserve Oil 1st Corporation
Conserve Oil Group Inc.
COGI Limited Partnership
Canadian Oil & Gas International Inc.

C O G I

On October 26, 2015 MNP Ltd. was appointed as receiver and manager (the "Receiver") of all of the assets, properties and undertakings of COGI Limited Partnership, Canadian Oil & Gas International Inc. and Conserve Oil Group Inc., and on January 6, 2016, was appointed as receiver and manager of all of the assets, properties and undertakings of Conserve Oil 1st Corporation (collectively "COGI" or the "Company") pursuant to orders of the Court of Queen's Bench of Alberta.

In November 2016, a process to sell the oil and natural gas assets of COGI was undertaken. Subsequent to the sales process, certain oil and natural gas assets of the Company were either sold or certain of the Company's operated wells were disclaimed by the Receiver.

Sayer Energy Advisors has been engaged to assist the Receiver in divesting all of the remaining oil and natural gas properties held by COGI (the "Properties"). While the divestiture includes all of the Properties of COGI, and while the Receiver's preference is to sell as many properties as possible in each transaction, the Properties will be offered individually. Interested parties are free to make offers to acquire any Property, in whole or in part. A complete description of the *Sales and Asset Disposal Process* can be found on Sayer's website, www.sayeradvisors.com.

The Properties include properties operated by COGI, third-party operated properties in which COGI holds a working interest, and properties in which COGI holds a royalty interest.

Recent sales volumes net to COGI from its working interest Properties has averaged approximately 1,493 boe/d (6.37 MMcf/d of natural gas and 432 barrels of oil and natural gas liquids per day). COGI's operated properties produce a total of 1,089 boe/d (4.2 MMcf/d of natural gas and 389 bbl/d of oil and natural gas liquids) net to the Company. Non-operated properties contribute a total of 404 boe/d (2.17 MMcf/d of natural gas and 43 bbl/d of oil and natural gas liquids).

Total recent royalty production received by the Company has averaged approximately 40 boe/d, with recent total royalty revenue of approximately \$12,000-\$17,000 per month.

PROCESS & TIMELINE

Sayer is accepting cash offers relating to this receivership sale until **12:00 PM on Thursday, January 18, 2018**. While offers will be considered on any individual property or portion thereof, the strong preference is to sell all of the royalty properties in one transaction.

Timeline	
Week of December 11, 2017	Preliminary Information Distributed
December 18, 2017	Data Room Opens
January 18, 2018	Bid Deadline
February 1, 2018	Effective Date
February/March 2018	Closing

Sayer Energy Advisors does not conduct a "second-round" bidding process; the intention is to attempt to conclude transactions with the parties submitting the most acceptable proposals at the conclusion of the process.

Sayer Energy Advisors is accepting cash offers from interested parties until noon on Thursday, January 18, 2018.



Operated Properties

COGI's operated properties produce a total of 1,089 boe/d (4.2 MMcf/d of natural gas and 389 bbl/d of oil and natural gas liquids) net to the Company.

In south central Alberta, COGI operates producing oil and natural gas properties in the *Stanmore* (natural gas), *Watts* (natural gas), *Three Hills* (oil and natural gas), *Penhold* (oil and natural gas), *Leo* (oil and natural gas), *Halkirk* (oil and natural gas), *Joffre* (*Hillsdown*) (oil and natural gas), *Leahurst* (natural gas) and *Red Willow* (oil) areas.

In east central Alberta, the Company operates a producing natural gas property at *Cold Lake*.

West of the fifth meridian, COGI operates minor producing natural gas properties in the *Ferrier*, *Brazeau* and *Leland* areas.

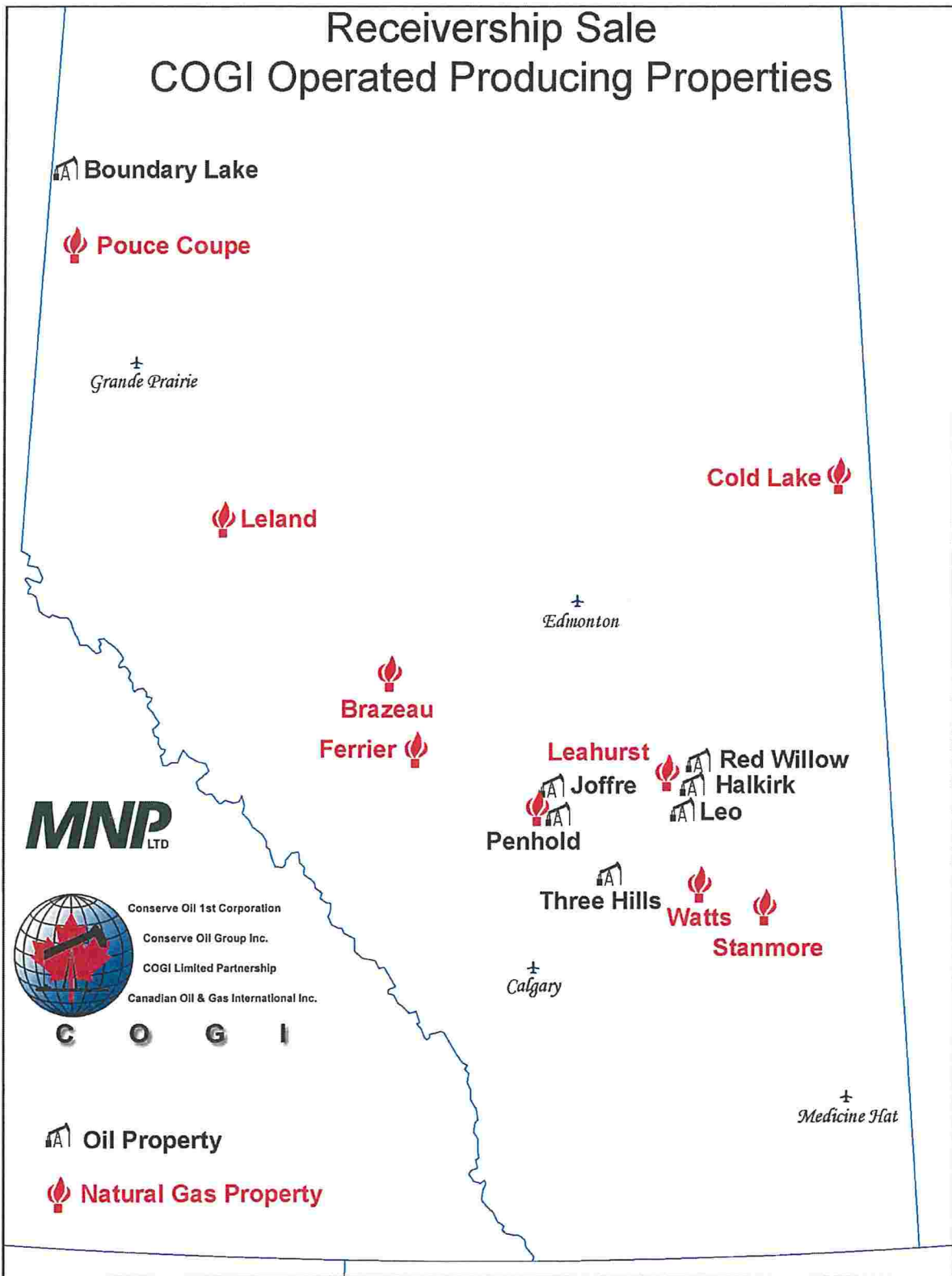
On the Peace River Arch, the Company operates a minor producing natural gas property at *Pouce Coupe* and a minor producing oil property at *Boundary Lake*.

Niven Fischer Energy Services Inc. ("Niven Fischer") estimates that, as of July 1, 2016, the producing wells that COGI operates contain remaining proved developed producing reserves of 929,000 barrels of oil and natural gas liquids and 10.4 Bcf of natural gas (2.7 million boe), with an estimated net present value of \$18.8 million using forecast pricing at a 10% discount.

Operated Producing Properties Reserves & Production Summary

TYPE	PROPERTY	COMPANY INTEREST RESERVES (Proved Developed Producing)					RECENT NET SALES VOLUMES				
		Oil Mbbbl	Nat. Gas MMcf	Ngli Mbbbl	Total Mboe	PV 10% \$000	Oil bbl/d	Ngli bbl/d	Nat. Gas Mcf/d	Total boe/d	
Operated Producing Properties	W4	Stanmore	No reserves assigned					0	0	30	5
		Watts	0	166	1	29	\$77	0	0	60	10
		Three Hills	21	95	4	40	\$241	44	3	115	66
		Penhold	1	34	1	7	\$14	22	6	600	128
		Leo	60	284	5.5	113	\$1,406	16	1	125	38
		Halkirk	116	415	8	194	\$2,078	20	3	130	45
		Joffre	588	1,236	65	860	\$11,388	245	15	330	315
		Leahurst	6	2,541	36	465	\$1,452	1	1	640	108
		Red Willow	No reserves assigned					2	0	0	2
		Cold Lake	0	5,247	0	878	\$1,569	0	0	1,900	317
	W5	Ferrier	0	39	1	8	\$45	0	1	25	5
		Brazeau	No reserves assigned					0	0	30	5
		Leland	0	243	2	42	\$217	0	1	90	16
	W6	Pouce Coupe	0	2	0	0	-\$1	0	1	31	6
Boundary Lake		14	47	1	22	\$270	7	0	96	23	
Total Operated Properties		806	10,370	123	2,657	\$18,758	357	32	4,202	1,089	

Receivership Sale COGI Operated Producing Properties



Non-Operated Properties

The Company has varying working interests in a number of non-operated producing properties west of the fourth meridian in Alberta, including *Carsland* (natural gas), *Cessford* (natural gas), *Ghost Pine* (natural gas), *Delia* (natural gas), *Twining* (natural gas), *Rowley* (natural gas), *Huxley* (oil and natural gas), *Gadsby* (natural gas), *Oberlin* (natural gas), *Gull Lake* (natural gas), *Forestburg* (oil), *Bashaw* (natural gas) and *Wandering River* (natural gas).

West of the fifth meridian, COGI holds non-operated working interests in producing properties in the *Gilby* (oil), *Niton* (natural gas), *Wild River* (natural gas), *Marten Creek* (natural gas) and *Nipisi* (natural gas) areas.

On the Peace River Arch, the Company holds non-operated working interests in producing properties in the *Wembley* (natural gas) and *Grande Prairie* (oil) areas.

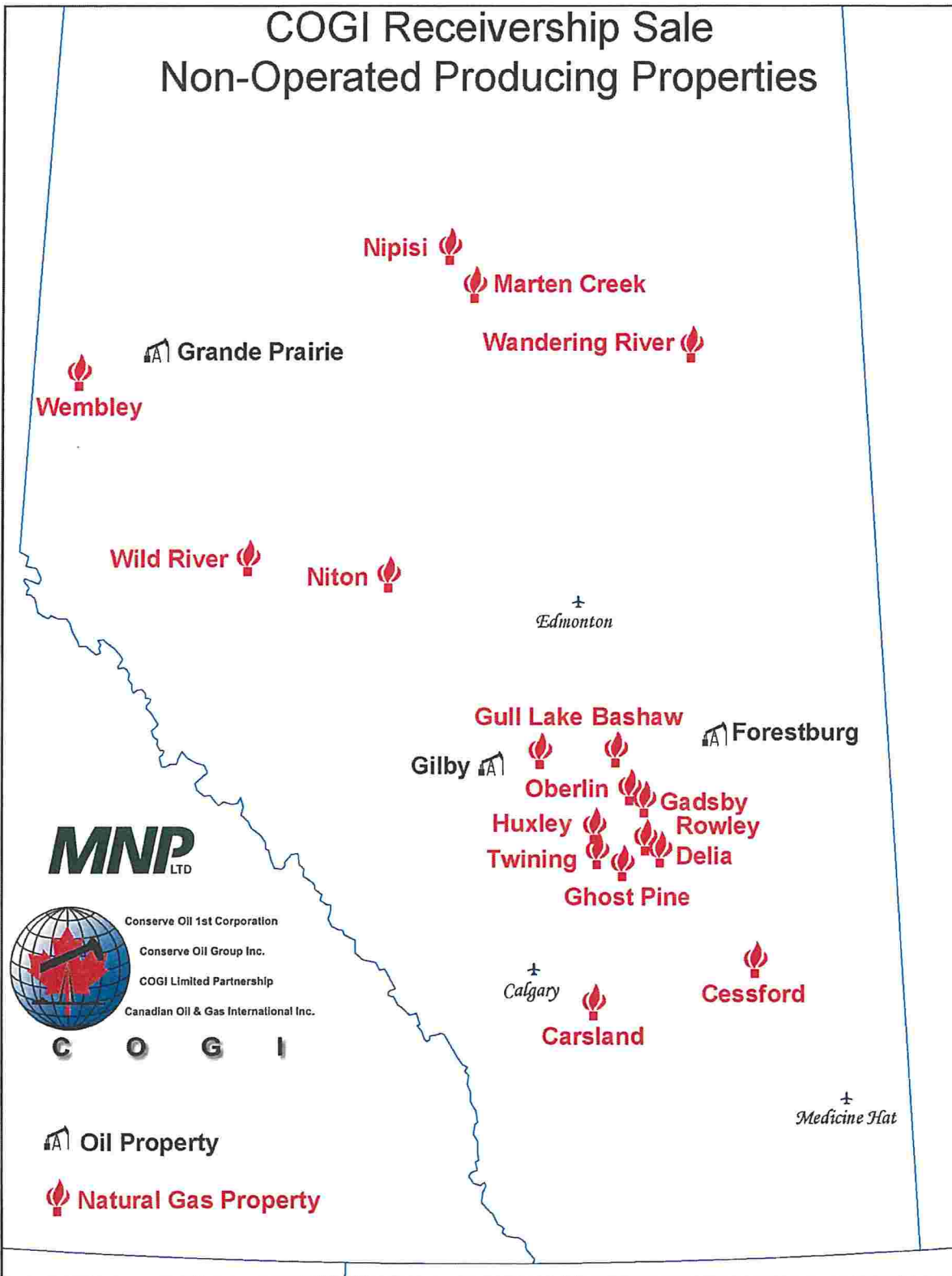
COGI's non-operated properties produce an average total of 404 boe/d (2.17 MMcf/d of natural gas and 43 bbl/d of oil and natural gas liquids).

Niven Fischer estimates that, as of July 1, 2016, the producing wells that COGI has a non-operated working interest in contain remaining proved developed producing reserves of 122,000 barrels of oil and natural gas liquids and 2.9 Bcf of natural gas (604,000 boe), with an estimated net present value of \$4.0 million using forecast pricing at a 10% discount.

Non-Operated Producing Properties Reserves & Production Summary

TYPE	PROPERTY	COMPANY INTEREST RESERVES (Proved Developed Producing)					RECENT NET SALES VOLUMES					
		Oil	Nat. Gas	Ngli	Total	PV 10%	Oil	Ngli	Nat. Gas	Total		
		Mbbl	MMcf	Mbbl	Mboe	\$000	bbl/d	bbl/d	Mcf/d	boe/d		
Non-Operated Producing Properties	W4	Carsland		No reserves assigned					0	0	12	2
		Cessford	31	658	2	142	\$1,188	0	1	360	61	
		Ghost Pine	9	79	2	24	\$204	1	1	40	9	
		Delia	0	77	0	13	\$84	0	0	5	1	
		Twining		No reserves assigned					0	0	12	2
		Rowley	0	28	0	5	\$6	0	0	24	4	
		Huxley	8	50	0	16	\$211	5	0	21	9	
		Gadsby	0	153	1	26	\$83	0	0	60	10	
		Oberlin		No reserves assigned					0	0	80	14
		Gull Lake	0	225	17	55	\$269	1	18	115	38	
		Forestburg		No reserves assigned					5	0	0	5
		Bashaw	1	3	0	1	\$19	2	0	16	5	
		Wandering River	0	274	0	46	\$90	0	0	120	20	
		W5	Gilby	26	7	1	28	\$708	5	0	6	6
		Niton	0	297	15	64	\$341	0	1	27	6	
		Wild River	0	49	0	8	\$38	0	0	7	1	
	Marten Creek	0	9	0	2	\$1	0	0	655	109		
	Nipisi	0	701	0	117	\$345	0	0	540	90		
	W6	Wembley	0	242	1	41	\$222	0	0	44	7	
	Grande Prairie	5	43	2	14	\$129	2	1	22	7		
Total Non-Operated Properties		82	2,895	40	604	\$3,966	21	22	2,166	404		

COGI Receivership Sale Non-Operated Producing Properties



MNP
LTD



Conserve Oil 1st Corporation
Conserve Oil Group Inc.
COGI Limited Partnership
Canadian Oil & Gas International Inc.

C O G I

House icon Oil Property

Flame icon Natural Gas Property

Royalty Properties

COGI holds royalty interests in a number of producing and non-producing wells in the *Bashaw, Carsland, Cessford, Cold Lake, Gadsby, Halkirk, Hillsdown, Joffre, Leahurst, Penhold, Retlaw (Little Bow), Rosalind (Edberg), Twining and Wandering River* areas west of the fourth meridian, and in the *Cygnets and Marten Creek* areas west of the fifth meridian.

Total recent royalty production received by the Company has averaged approximately 40 boe/d, with recent royalty revenue of approximately \$12,000-\$17,000 per month.

The strong preference is to sell all of the royalty properties in one transaction.

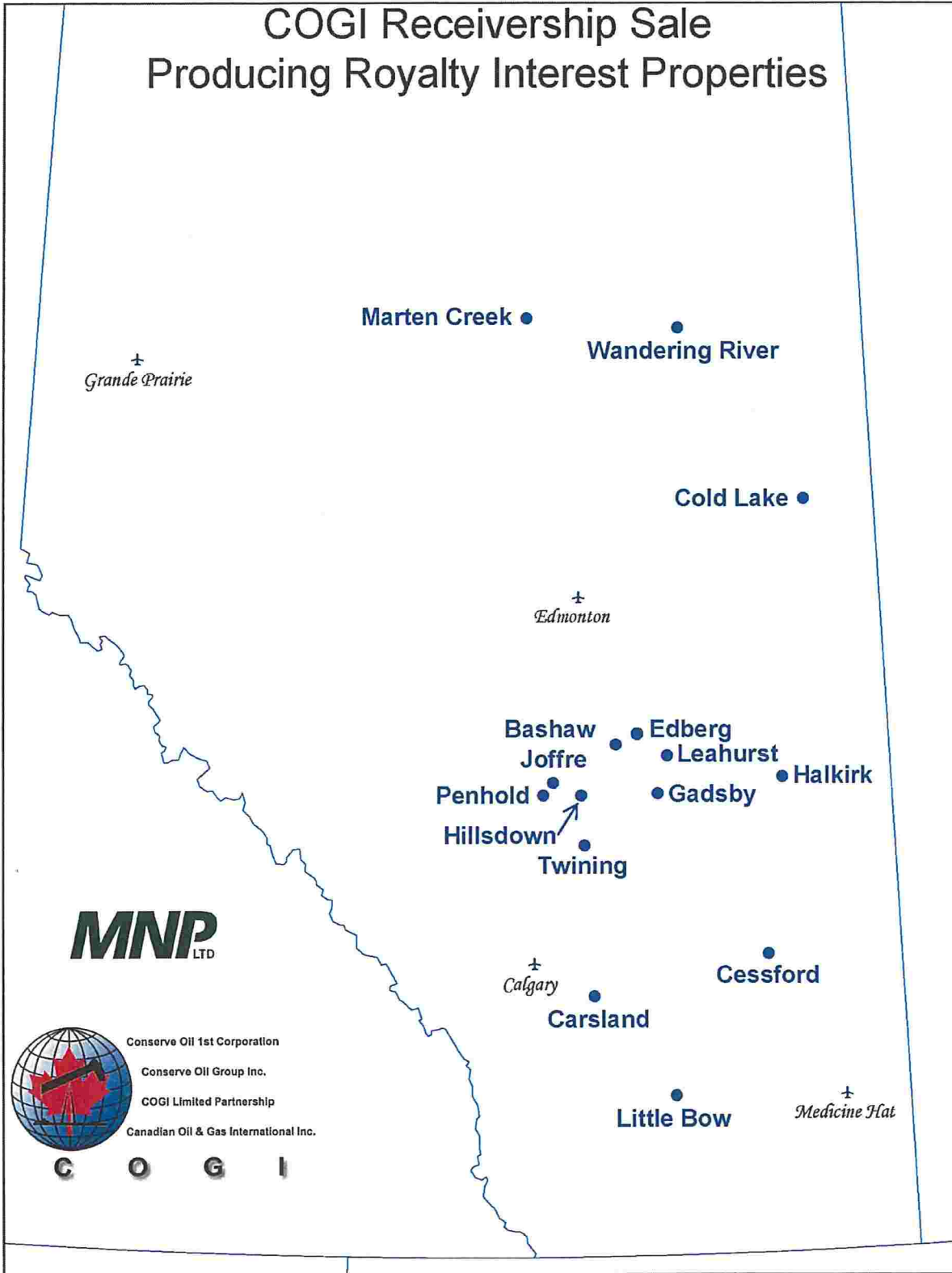
Niven Fischer estimates that, as of July 1, 2016, the producing wells that COGI has a royalty interest in contain remaining proved developed producing reserves of 16,000 barrels of oil and natural gas liquids and 432 MMcf of natural gas (88,000 boe), with an estimated net present value of \$1.15 million using forecast pricing at a 10% discount.

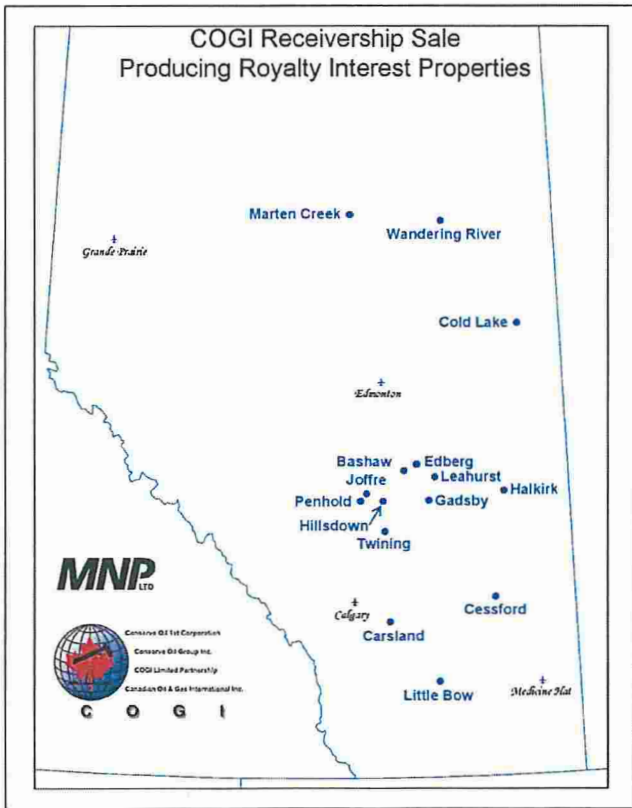
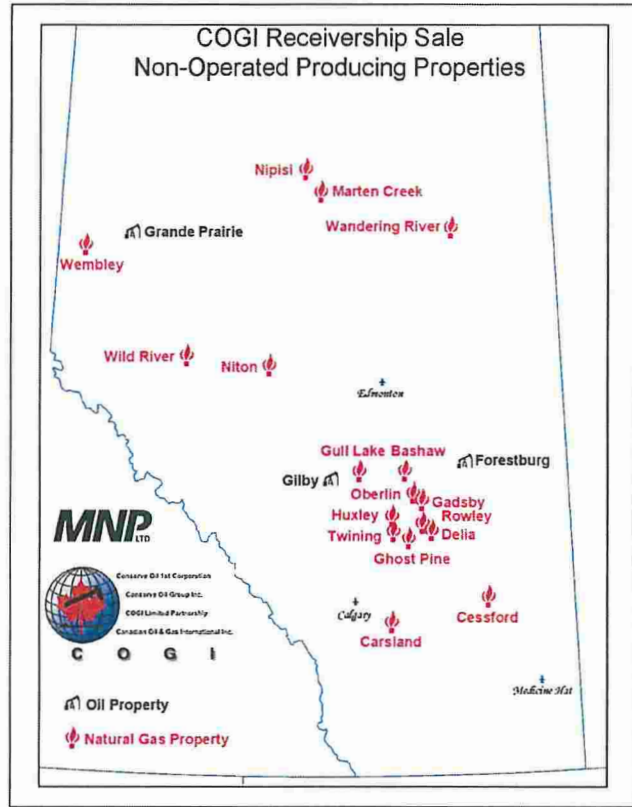
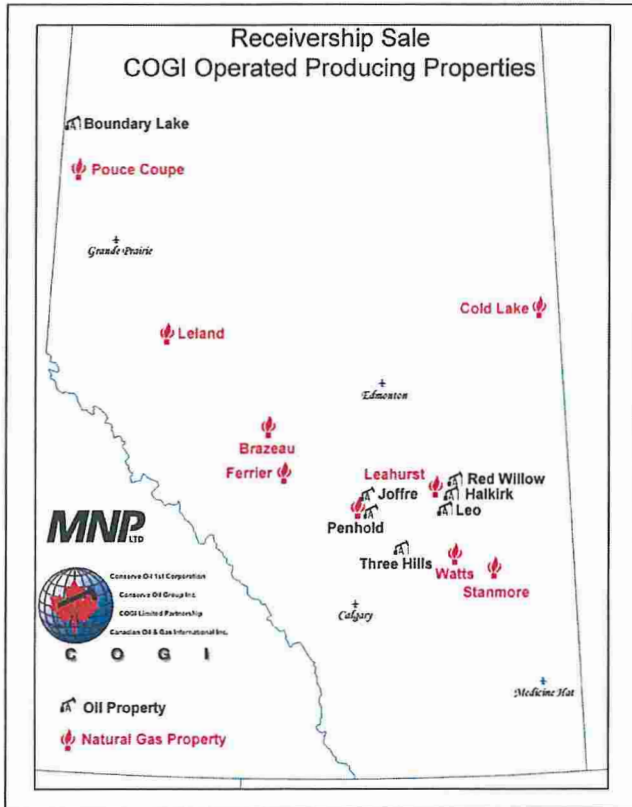
Royalty Properties Reserves & Production Summary

TYPE	PROPERTY	COMPANY INTEREST RESERVES (Proved Developed Producing)					RECENT NET SALES VOLUMES				
		Oil Mbbbl	Nat. Gas MMcf	Ngl Mbbbl	Total Mboe	PV 10% \$000	Oil bbl/d	Ngl bbl/d	Nat. Gas Mcf/d	Total boe/d	
Producing Royalty Properties	W4	Bashaw	0	4	0	1	\$5				
		Carsland	No reserves assigned								
		Cessford	6	31	0	11	\$238				
		Cold Lake	0	4	0	1	\$18				
		Gadsby	0	6	0	1	\$14				
		Halkirk	0	0	1	1	\$1				
		Hillsdown	0	15	0	2	\$45				
		Joffre	1	233	7	47	\$652				
		Leahurst	No reserves assigned								
		Penhold	0	3	0	1	\$5				
		Retlaw (Little Bow)	0	14	0	2	\$43				
		Rosalind (Edberg)	0	0.1	0	0	\$0.3				
		Twining	No reserves assigned								
	Wandering River	0	120	0	20	\$125					
W5	Cygnets	No reserves assigned									
	Marten Creek	No reserves assigned									
TOTAL ROYALTY PROPERTIES		8	432	8	88	\$1,145	17	1	131	40	

Non-producing royalty interests are held by the Company in several other areas.

COGI Receivership Sale Producing Royalty Interest Properties





Winter 2017/2018 Receivership Sale

CONTACT

Parties wishing to receive a Confidential Information Binder with further information relating to this opportunity should execute the Confidentiality Agreement which is available on Sayer Energy Advisors' website (www.sayeradvisors.com) and return one copy to Sayer Energy Advisors by courier, fax (403.266.4467) or email (tpavic@sayeradvisors.com).

Included in the Confidential Information Binder is the following: detailed land information, the Niven Fischer Report, most recent net operations summary and other relevant information.

To receive further information on the Properties or to discuss this opportunity in more detail, please contact Tom Pavic, Ben Rye, Grazina Palmer, Ryan Ferguson Young or Alan Tambosso at 403.266.6133.

APPENDIX B

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the 18th day of January, 2018.

BETWEEN:

MNP LTD., solely in its capacity as receiver and manager of **COGI LIMITED PARTNERSHIP**, and not in its personal or corporate capacity (hereinafter referred to as "**Vendor**")

- and -

DEL Canada GP Ltd., a corporation incorporated under the laws of Alberta (hereinafter referred to as "**Purchaser**")

WHEREAS pursuant to an order of the Honourable Justice A.D. Macleod of the Alberta Court of Queen's Bench (the "**Court**") dated October 26, 2015 (the "**Appointment Order**"), MNP Ltd. ("**Receiver**") was appointed receiver and manager of Conserve Oil Group Inc., Canadian Oil & Gas International Inc. and COGI Limited Partnership (collectively, "**COGI**");

AND WHEREAS Vendor wishes to sell, and Purchaser wishes to purchase, all of the interest of Vendor in and to the Assets, subject to and in accordance with the terms and conditions hereof;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties have agreed as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement, unless the context otherwise requires:

- (a) "**Abandonment and Reclamation Obligations**" means all past, present and future obligations to:
- (i) abandon, shut-down, close, decommission, dismantle or remove any and all Wells and Tangibles, including all structures, foundations, buildings, pipelines, equipment and other facilities located on the Lands or used or previously used in respect of Petroleum Substances produced or previously produced from the Lands; and
 - (ii) restore, remediate and reclaim the surface and subsurface locations of the Wells and the Tangibles and any lands used to gain access thereto, including such obligations relating to wells, pipelines and facilities comprising the Wells or Tangibles which were abandoned or decommissioned prior to the Effective Date that were located on the Lands or that were located on other lands and used in respect of Leased Substances produced or previously produced from the Lands, and including the remediation, restoration and reclamation of any other surface and sub-surface lands affected by any environmental damage, contamination or other environmental issues emanating from or relating to the sites for the Wells or the Tangibles;

all in accordance with generally accepted oil and gas industry practices and in compliance with all Applicable Laws;

- (b) "**Affiliate**" means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person. The term "**control**" as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership or more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise;
- (c) "**Applicable Law**" means, in relation to any person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, license or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;
- (d) "**Assets**" means the Petroleum and Natural Gas Rights, the Tangibles, the GORRs and the Miscellaneous Interests;
- (e) "**Business Day**" means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (f) "**Cash Consideration**" has the meaning set forth in Section 2.2;
- (g) "**Court Order**" means an order to be granted by the Court which authorizes, approves and confirms this Agreement and the sale of the Assets by Vendor to Purchaser in accordance with the terms and conditions contained herein, and vests beneficial title to the Assets in Purchaser free and clear of all encumbrances, liens, security interests or claims, other than Permitted Encumbrances;
- (h) "**Closing**" means the transfer of possession, beneficial ownership and risks of the Assets from the Vendor to the Purchaser, the exchange of Specific Conveyances and satisfaction of the Consideration by the Purchaser to the Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto, including but not limited to, all regulatory approvals required for the transfer of the Assets from the Vendor to the Purchaser;
- (i) "**Closing Date**" means the latter of: (i) the fifth (5th) Business Day following receipt of the Court Order, (ii) the second (2nd) Business Day following the expiry of all time periods in which Rights of First Refusal may be exercised, or (iii) receipt by the Purchaser of the approval of the Alberta Energy Regulator as an Operator pursuant to Section 18(1) of the *Oil and Gas Conservation Act*, RSA 2000 c O-6, in fulfillment of the Purchaser's Condition set forth in Section 3.3 (b) herein, or the earlier waiver thereof, or such other Business Day as may otherwise be agreed upon in writing by the Parties;
- (j) "**Closing Place**" means the office of DLA Piper (Canada) LLP, counsel for the Receiver, at 1000, 250 – 2nd Street SW, Calgary, Alberta, or such other place as may be agreed upon in writing by the Parties;
- (k) "**Consideration**" has the meaning set forth in Section 2.2;
- (l) "**Date of Appointment**" means October 26, 2015;
- (m) "**Debt Reduction Amount**" has the meaning set forth in Section 2.2;

- (n) **"Effective Date"** means February 1, 2018;
- (o) **"Environmental Liabilities"** means all liabilities in respect of the environment which relate to the Assets or which arise in connection with the ownership thereof or operations pertaining thereto, including without limitation, liabilities related to or arising from:
 - (i) transportation, storage, use or disposal of toxic or hazardous substances;
 - (ii) release, spill, escape, emission, leak, discharge, migration or dispersal of toxic or hazardous substances; or
 - (iii) pollution or contamination of or damage to the environment;including, without limitation, liabilities to compensate Third Parties for damages and Losses resulting from the items described in items (i), (ii) and (iii) above (including, without limitation, damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise protect the environment and, for purposes of this Agreement, "the environment" includes, without limitation, the air, the surface and subsurface of the earth, bodies of water (including, without limitation, rivers, streams, lakes and aquifers) and plant and animal life (including humans);
- (p) **"Facilities"** means Vendor's entire interest in and to all field facilities whether or not solely located on or under the surface of the lands (or lands with which the Lands are pooled or unitized) and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, pipeline, production storage facility or warehouse, including, without limitation, those field facilities specifically identified in Schedules "A", "B", "C", "D" and/or "E" hereto;
- (q) **"General Conveyance"** means the general conveyance agreement in the form attached hereto as Schedule "F";
- (r) **"GORRs"** means those Gross Overriding Royalties of the Vendor or COGI as set forth in and relating to those lands set forth in Schedule E hereto;
- (s) **"Governmental Authority"** means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;
- (t) **"GST"** means the goods and services tax payable pursuant to the GST Legislation;
- (u) **"GST Legislation"** means Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder;
- (v) **"Lands"** means the lands set out or otherwise described or identified in Schedules "A", "B", "C" and/or "D", and the Petroleum Substances within, upon or under such lands (subject to the restrictions and exclusions identified in Schedules "A", "B", "C" and/or "D" and in the Title Documents as to Petroleum Substances and geological formations applicable thereto, if any);
- (w) **"Leased Substances"** means all Petroleum Substances, rights to or in respect of which are granted, reserved or otherwise conferred by or under the Title Documents (but only to the extent that the Title Documents pertain to the Lands);

- (x) **"Licence Transfers"** means, in relation to the Assets, the transfer of any permits, approvals, licences and authorizations granted by any applicable Governmental Authority;
- (y) **"Losses"** means all losses, costs, claims, damages, expenses and liabilities which a Party suffers, sustains, pays or incurs, including reasonable legal fees on a solicitor and his own client basis but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities;
- (z) **"Miscellaneous Interests"** means, subject to any and all limitations and exclusions provided for in this definition, Vendor's entire interest in and to all property, assets, interests and rights pertaining to the Petroleum and Natural Gas Rights and the Tangibles (other than the Petroleum and Natural Gas Rights and the Tangibles), or either of them, but only to the extent that such property, assets, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including without limitation any and all of the following:
 - (i) all contracts and agreements to the extent relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents), but excluding all agreements for the sale, processing, transmission or transportation of Petroleum Substances unless terminable on not more than thirty (30) days' notice (without an early termination penalty or other cost) or expressly described in a Schedule hereto;
 - (ii) all subsisting rights to carry out operations relating to the Lands or the Tangibles, and without limitation, all easements and other permits, licenses and authorizations pertaining to the Tangibles;
 - (iii) rights to enter upon, use, occupy and enjoy the surface of any lands which are used or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights and the Tangibles, or either of them;
 - (iv) all records, books, documents, files, licences, reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles, or either of them including any of the foregoing that pertain to proprietary seismic, geological or geophysical matters;
 - (v) the Vendor's and COGI's tax and financial records, and economic evaluations; and
 - (vi) the Wells, including the wellbores and any and all casing.

Notwithstanding the foregoing, unless otherwise agreed in writing by the Parties, the Miscellaneous Interests shall not include agreements, documents or data to the extent that: (i) they pertain to COGI's proprietary technology; or (ii) they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by COGI to an assignee;

- (aa) **"Party"** means a party to this Agreement;
- (bb) **"Permitted Encumbrances"** means:
 - (i) all encumbrances, overriding royalties, net profits interests and other burdens identified in Schedules "A", "B", "C" and/or "D";

- (ii) any Right of First Refusal or any similar restriction applicable to any of the Assets;
- (iii) the terms and conditions of the Title Documents, provided that any encumbrance constituting a royalty (other than any Crown royalties), net profits interest, carried interest, penalty, or reduction in interest created under or pursuant to any such Title Documents will be a Permitted Encumbrance only if it also satisfies another provision of this section 1.1(bb);
- (iv) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Law to terminate any Title Document;
- (v) easements, rights of way, servitudes or other similar rights in land, including, without in any way limiting the generality of the foregoing, rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (vi) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions of general application on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (vii) agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than thirty (30) days' notice (without an early termination penalty or other cost);
- (viii) any obligation of COGI or Vendor to hold any portion of its legal interest in and to any of the Assets in trust for Third Parties;
- (ix) the right reserved to or vested in any municipality, Governmental Authority or other public authority to control or regulate any of the Assets in any manner, including any directives or notices received from any municipality, Governmental Authority or other public authority pertaining to the Assets;
- (x) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Vendor's or COGI's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or the Closing Date;
- (xi) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xii) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- (xiii) agreements respecting the operation of Wells by contract field operators;
- (xiv) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations that arise after the date of this Agreement due to an election by Purchaser; and
- (xv) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets, provided that no amounts are due or owing thereto.

- (cc) "**Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (dd) "**Petroleum and Natural Gas Rights**" means Vendor's entire interest in and to all rights to and in respect of the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands), including, without limitation, any working interests, royalty interests, overriding royalty interests, gross overriding royalty interests, production payments, profits interests, net profits interests, revenue interests, economic interests and other interests, fractional or undivided interests in any of the foregoing, and the interests set out and described in Schedules "A", "B", "C", "D" and/or "E";
- (ee) "**Petroleum Substances**" means any of crude oil, crude bitumen and products derived therefrom, synthetic crude oil, petroleum, natural gas, natural gas liquids, and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including without limitation, sulphur;
- (ff) "**Prime Rate**" means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary of ATB Financial as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate the "Prime Rate" shall correspondingly change effective on the date the change in such reference rate is effective;
- (gg) "**Representative**" means, with, respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;
- (hh) "**Rights of First Refusal**" means a preferential, pre-emptive or first purchase right that becomes operative by virtue of this Agreement or the Transaction;
- (ii) "**Sales Taxes**" means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind, and includes, but is not limited to, additions by way of penalties, interest and other amounts with respect thereto, but excludes GST;
- (jj) "**Specific Conveyances**" means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the interest of Vendor in and to the Assets to Purchaser and to novate Purchaser in the place and stead of Vendor with respect to the Assets;
- (kk) "**Tangibles**" means Vendor's entire interest in and to the Facilities and any and all tangible depreciable property and assets, if any, which are located within, upon or in the vicinity of the Lands and which are used or are intended to be used to produce, process, gather, treat, measure, make marketable or inject the Leased Substances or any of them;
- (ll) "**Third Party**" means any individual or entity other than Receiver, COGI, Vendor and Purchaser, including without limitation any partnership, corporation, trust, unincorporated organization, union, government and any department and agency thereof and any heir, executor, administrator or other legal representative of an individual;
- (mm) "**this Agreement**", "**herein**", "**hereto**", "**hereof**" and similar expressions mean and refer to this Agreement;
- (nn) "**Title Documents**" means, collectively, any and all certificates of title, leases, reservations, permits, licences, assignments, trust declarations, operating agreements,

royalty agreements, gross overriding royalty agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling agreements and any other documents and agreements granting, reserving or otherwise conferring rights to (i) explore for, drill for, produce, take, use or market Petroleum Substances, (ii) share in the production of Petroleum Substances, (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances which are produced, and (iv) rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances within, upon or under the Lands; including, without limitation, those instruments, if any, set out and described in Schedules "A", "B", "C", "D" and "E";

- (oo) **"Transaction"** means the transaction for the purchase and sale of the Assets as contemplated by this Agreement; and
- (pp) **"Wells"** means Vendor's entire interest in and to the wells listed in Schedules "A", "B", "C", "D" and "E", including but not limited to any GORRs, whether producing, shut-in, suspended, abandoned, capped, injection or disposal wells (including the associated wellbores and casing).

1.2 Headings

The expressions "Article", "section", "subsection", "clause", "subclause", "paragraph" and "Schedule" followed by a number or letter or combination thereof mean and refer to the specified article, section, subsection, clause, subclause, paragraph and schedule of or to this Agreement.

1.3 Interpretation Not Affected by Headings

The division of this Agreement into Articles, sections, subsections, clauses, subclauses and paragraphs and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Included Words

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and *vice versa*, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders.

1.5 Schedules

There are appended to this Agreement the following schedules pertaining to the following matters:

Schedules "A", "B", "C", "D"	-	Lands, Petroleum and Natural Gas Rights, Wells, Facilities and Rights of First Refusal
Schedule "E"		Gross Overriding Royalt
Schedule "F"	-	General Conveyance
Schedule "G"	-	Form of Officer's Certificate

Such schedules are incorporated herein by reference as though contained in the body hereof. Wherever any term or condition of such schedules conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement shall prevail.

1.6 Damages

All losses, costs, claims, damages, expenses and liabilities in respect of which a Party has a claim pursuant to this Agreement include, without limitation, reasonable legal fees and disbursements on a solicitor and client basis.

1.7 Derivatives

Where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

1.8 Interpretation if Closing Does Not Occur

In the event that Closing does not occur, each provision of this Agreement which presumes that Purchaser has acquired the Assets hereunder shall be construed as having been contingent upon Closing having occurred.

1.9 Conflicts

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of a schedule or a Specific Conveyance, the provision of the body of this Agreement shall prevail. If any term or condition of this Agreement conflicts with a term or condition of a Title Document or any Applicable Law, the term or condition of such Title Document or the Applicable Law shall prevail, and this Agreement shall be deemed to be amended to the extent required to eliminate any such conflict.

1.10 Currency

All dollar (\$) amounts referenced in this Agreement are expressed in the lawful currency of Canada.

**ARTICLE 2
PURCHASE AND SALE AND CLOSING**

2.1 Purchase and Sale

Vendor, exercising the powers of sale granted pursuant to the Appointment Order, hereby agrees to sell, assign, transfer, convey and set over to Purchaser, and Purchaser hereby agrees to purchase from Vendor, all of the right, title, estate and interest of Vendor (whether absolute or contingent, legal or beneficial) in and to the Assets, subject to and in accordance with the terms of this Agreement.

2.2 Consideration

The aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be **REDACTED** (the "**Consideration**") satisfied by Purchaser (i) by way of set off against and reduction of debt owing by COGI to Purchaser of an amount equal to **REDACTED** (the "**Debt Reduction Amount**"), and (ii) by payment to the Vendor of cash at Closing in the amount of **REDACTED** (the "**Cash Consideration**"), plus applicable GST and/or Sales Taxes, plus or minus (as applicable) the net amount of the adjustments made pursuant to Article 7.

2.3 Allocation of Consideration

The Parties shall allocate the Consideration as follows:

Petroleum and Natural Gas Rights
Tangibles
Miscellaneous Interests
Total

REDACTED

2.4 Assumption of Abandonment and Reclamation Obligations

In determining the Consideration, the Parties have taken into account the Purchaser's assumption of responsibility for the payment of all costs for existing or future Abandonment and Reclamation Obligations associated with the Assets, as set forth in this Agreement, and the absolute release of COGI and Vendor of all and any responsibility or liability therefor.

2.5 Closing

Closing shall take place at the Closing Place on the Closing Date if there has been satisfaction or waiver of the conditions of Closing herein contained. Subject to all other provisions of this Agreement, possession, risk and beneficial ownership of Vendor's interest in and to the Assets shall pass from Vendor to Purchaser on the Closing Date.

- (a) On the Closing Date, Vendor shall deliver to Purchaser:
 - (i) the General Conveyance in the form attached as Schedule "F", duly executed by Vendor; and
 - (ii) a receipt and acknowledgment of the Debt Reduction Amount and payment of the Cash Consideration, as adjusted herein plus applicable GST and/or Sales Taxes; and
 - (iii) a certified copy of the Court Order.
- (b) On the Closing Date, Purchaser shall deliver to Vendor:
 - (i) the Cash Consideration (as adjusted herein) plus applicable GST (subject to a joint election in accordance with section 2.9 hereof) and/or Sales Taxes;
 - (ii) an acknowledgement from Purchaser that the debt amount owing by COGI to Purchaser has been reduced by the Debt Reduction Amount;
 - (iii) the General Conveyance in the form attached as Schedule "F", duly executed by Purchaser; and
 - (iv) the Officer's Certificate substantially in the form attached as Schedule "G", duly executed by Purchaser.

2.6 Specific Conveyances

The Parties shall cooperate in the preparation of the Specific Conveyances. At a reasonable time prior to Closing, Purchaser shall use reasonable efforts to prepare and provide for Vendor's review all Specific Conveyances at Purchaser's own cost and expense. The Parties shall execute such Specific Conveyances at Closing. None of the Specific Conveyances shall confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, Purchaser shall register and/or distribute (as applicable) all such Specific Conveyances and shall bear all costs

incurred therewith and in preparing and registering any further assurances required to convey the Assets to Purchaser.

2.7 Title Documents and Miscellaneous Interests

As soon as practicable following Closing, Vendor shall deliver to Purchaser such original copies of the Title Documents and any other agreements and documents to which the Assets are subject and such original copies of contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests which are now in the possession of Vendor or of which Vendor gains possession of prior to Closing.

2.8 Form of Payment

All payments to be made pursuant to this Agreement shall be in Canadian funds. All Cash Consideration payments to be made pursuant to this Agreement shall be made by certified cheque, bank draft or wire transfer.

2.9 Taxes

(a) GST

Each of Purchaser and Vendor is a registrant for GST purposes and will continue to be a registrant at the Closing Date in accordance with the provisions of the GST Legislation. Their respective GST registration numbers are:

Vendor 80090 5937 RT0002

Purchaser 77529 7484 RT0001

The Parties agree:

- to make a joint election pursuant to Section 167(1) of the *ETA* and to file a Form GST 44 Election so that no GST is payable. The Purchaser agrees to indemnify the Vendors for any taxes, interest or penalties arising from a determination that the Vendors should have collected and remitted the GST otherwise payable as a result of the purchase and sale of the Assets pursuant to this Agreement. The Vendors shall deliver to the Purchaser prior to Closing, and the Purchaser shall file within the time limits required under the *ETA*, a completed Form GST 44 Election; or
- that the Purchaser shall, at Closing, pay to Vendor, in accordance with section 2.5 hereof, the amount of GST payable in respect of its purchase of the Assets and Vendor shall remit such amount to the applicable Governmental Authority. Purchaser shall be responsible for the payment of any additional GST or any interest and penalties payable in respect of such additional GST and shall indemnify and save harmless Vendor in respect thereof.

(b) Sales Taxes Generally

The Parties acknowledge that the Consideration is exclusive of all Sales Taxes. Purchaser shall be solely responsible for all Sales Taxes which may be imposed by any Governmental Authority and which pertain to Purchaser's acquisition of the Assets or to the registration of any Specific Conveyances necessitated hereby. Except where Vendor is required under Applicable Law to collect or pay such Sales Taxes, Purchaser shall pay such Sales Taxes directly to the appropriate Governmental Authority or other entity within the required time period and shall file all necessary documentation with respect to such Sales Taxes when due. Vendor will do and cause to be done

such things as are reasonably requested to enable Purchaser to comply with such obligation in a timely manner. If Vendor is required under Applicable Law to pay any such Sales Taxes, Purchaser shall promptly reimburse Vendor the full amount of such Sales Taxes upon delivery to Purchaser of copies of receipts showing payment of such Sales Taxes. Purchaser shall be responsible for the payment of any amount of Sales Taxes payable in respect of its purchase of the Assets pursuant hereto and any interest and penalties payable in respect thereto and shall indemnify and save harmless Vendor in respect thereof, other than interest or penalties arising from the failure of Vendor to timely remit amounts to the applicable Governmental Authority that were paid by Purchaser to Vendor hereunder.

(c) Elections

The Parties agree to make such elections (including, without limitation, with respect to GST or Sales Taxes) as prudent and available to minimize taxes payable as a result of the Transaction. Purchaser, acting reasonably, shall prepare, and each Party agrees to execute and file, any such elections in the form and within the time periods prescribed or specified under Applicable Law.

**ARTICLE 3
CONDITIONS OF CLOSING**

3.1 Required Consents

Both before and after Closing, each of the Parties shall use all reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit the Transaction. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. It shall be the sole obligation of Purchaser, at Purchaser's sole cost and expense, to provide any and all financial assurances required by Governmental Authorities to permit the transfer to Purchaser, and registration of Purchaser as owner and/or operator, of any of the Assets including, but not limited to, the Facilities and the Wells.

3.2 Mutual Conditions

The obligation of Purchaser to purchase Vendor's interest in and to the Assets, and of Vendor to sell its interest in and to the Assets to Purchaser, is subject to the following conditions precedent:

- (a) Vendor obtaining the Court Order;
- (b) all authorizations, approvals or exemptions from applicable Governmental Authorities, including the Alberta Energy Regulatory, required for Purchaser to consummate the transactions contemplated hereby and take title to the Assets and to effect the License Transfers shall have been obtained by Purchaser on or before the Closing Date; and
- (c) there shall not have been instituted any legal proceedings to obtain, and no court or Governmental Authority of competent jurisdiction shall have issued, promulgated, enforced or entered any judgment, decree, injunction or other order, whether temporary, preliminary or permanent, that restrains, enjoins or otherwise prohibits consummation of the Transaction.

Unless otherwise agreed to by the Parties, if the conditions contained in this section 3.2 have not been performed or satisfied on or before the Closing Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement shall automatically terminate without any further action on the part of either Vendor or Purchaser.

3.3 Purchaser's Conditions

The obligation of Purchaser to purchase Vendor's interest in and to the Assets is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Purchaser and may be waived by Purchaser in whole or in part:

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Date;
- (b) the receipt by the Purchaser of the approval of the Alberta Energy Regulator as an Operator pursuant to Section 18(1) of the *Oil and Gas Conservation Act*, RSA 2000 c O-6; and
- (c) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Purchaser, at or before the Closing Date, Purchaser may terminate this Agreement by written notice to Vendor. If Purchaser terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in section 11.13.

3.4 Vendor's Conditions

The obligation of Vendor to sell its interest in and to the Assets to Purchaser is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Vendor and may be waived by Vendor in whole or in part:

- (a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and as of the Closing Date;
- (b) all obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects; and
- (c) all amounts to be paid by Purchaser to Vendor at Closing, including, without limitation, the Cash Consideration, shall have been paid to Vendor in the form stipulated in this Agreement; and

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may terminate this Agreement by written notice to Purchaser. If Vendor terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in section 11.13.

3.5 Efforts to Fulfil Conditions Precedent

Purchaser and Vendor shall proceed diligently and in good faith and use all reasonable efforts to satisfy and comply with and assist in the satisfaction and compliance with the foregoing conditions precedent.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Vendor and Receiver

Vendor makes only the following representations to Purchaser, no claim in respect of which shall be made or be enforceable by Purchaser unless written notice of such claim, with reasonable particulars, is given by Purchaser to Vendor within a period of three (3) months following the Closing Date:

- (a) Receiver has been appointed by the Court as receiver and manager of COGI and such appointment is valid and subsisting;
- (b) subject to obtaining the Court Order, Vendor has the right to enter into this Agreement and to complete the Transaction;
- (c) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Vendor enforceable against Vendor in accordance with their terms; and
- (d) Vendor is not a non-resident of Canada within the *Income Tax Act* (Canada).

4.2 Representations and Warranties of Purchaser

Purchaser makes the following representations and warranties to Vendor, no claim in respect of which shall be made or be enforceable by Vendor unless written notice of such claim, with reasonable particulars, is given by Vendor to Purchaser within a period of three (3) months following the Closing Date:

- (a) Purchaser is a corporation duly organized, validly existing and is authorized to carry on business in the provinces in which the Lands are located;
- (b) Purchaser has good right, full power and absolute authority to purchase and acquire the interest of Vendor in and to the Assets according to the true intent and meaning of this Agreement;
- (c) except for obtaining the Court Order, the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders', directors' or equivalent actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, bylaw or other governing document to which Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any judgement, decree, order, statute, regulation, rule or license applicable to Purchaser;
- (e) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;
- (f) other than the approval of the Purchaser as an Operator by the Alberta Energy Regulator pursuant to Section 18(1) of the *Oil and Gas Conservation Act*, RSA 2000 c O-6., which application was submitted on November 24, 2017, no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirement therefor previously obtained and currently in force or to be obtained prior to or after Closing;
- (g) Purchaser has adequate funds available in an aggregate amount sufficient to pay: (i) all amounts required to be paid by Purchaser under this Agreement; and (ii) all expenses which have been or will be incurred by Purchaser in connection with this Agreement and the Transaction;

- (h) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability;
- (i) Purchaser is not a non-resident of Canada within the *Income Tax Act* (Canada); and
- (j) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act* (Canada).

4.3 Limitation of Representations by Vendor

- (a) Subject to section 4.1, Vendor expressly negates any representations or warranties, whether written or verbal, made by Vendor or its Representatives and in particular, without limiting the generality of the foregoing, Vendor disclaims all liability and responsibility for any such representation, warranty, statement or information made or communicated, whether verbal or in writing, to Purchaser or any of its Representatives. Vendor's interest in and to the Assets shall be purchased on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by Vendor, express or implied, arising at law, by statute, in equity or otherwise, with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to:
 - (i) any engineering, geological or other interpretation or economic evaluations respecting the Assets;
 - (ii) the quality, quantity or recoverability of Petroleum Substances within or under the Lands or any lands pooled or unitized therewith;
 - (iii) any estimates of the value of the Assets or the revenues or cash flows from future production from the Lands;
 - (iv) the rates of production of Petroleum Substances from the Lands;
 - (v) the quality, condition, fitness or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles);
 - (vi) the accuracy or completeness of the data or information supplied by the Vendor or any of its Representatives in connection with the Assets;
 - (vii) the suitability of the Assets for any purpose;
 - (viii) compliance with Applicable Laws; or
 - (ix) the title and interest of Vendor in and to the Assets.
- (b) Without restricting the generality of the foregoing, Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of Vendor's interests in the Assets and the state and condition thereof and that it is satisfied with, and has relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets.
- (c) Except with respect to the representations and warranties in section 4.1, Purchaser forever releases and discharges Vendor and its Representatives from any claims and all

liability to Purchaser or Purchaser's assigns and successors, as a result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Purchaser by Vendor or its Representatives prior to or pursuant to this Agreement, including, without limitation, any evaluations, projections, reports and interpretive or non-factual materials prepared by or for Vendor, or otherwise in Vendor's possession.

**ARTICLE 5
INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES**

5.1 Vendor's Indemnities for Representations and Warranties

Vendor shall be liable to Purchaser for and shall, in addition, indemnify Purchaser from and against, all Losses suffered, sustained, paid or incurred by Purchaser which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in section 4.1 been accurate and truthful; provided, that nothing in this section 5.1 shall be construed so as to cause Vendor to be liable to or indemnify Purchaser in connection with any representation or warranty contained in section 4.1 if and to the extent that Purchaser did not rely upon such representation or warranty.

5.2 Purchaser's Indemnities for Representations and Warranties

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor from and against, all Losses suffered, sustained, paid or incurred by Vendor which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in section 4.2 been accurate and truthful; provided, that nothing in this section 5.2 shall be construed so as to cause Purchaser to be liable to or indemnify Vendor in connection with any representation or warranty contained in section 4.2 if and to the extent that Vendor did not rely upon such representation or warranty.

5.3 Survival of Representations and Warranties

Each Party acknowledges that the other may rely on the representations and warranties made by such Party pursuant to section 4.1 or 4.2, as the case may be. The representations and warranties in sections 4.1 and 4.2 shall be true as of the date hereof and on the Closing Date, and such representations and warranties shall continue in full force and effect and shall survive the Closing Date for a period of three (3) months, for the benefit of the Party to which such representations and warranties were made. In the absence of fraud, however, no claim or action shall be commenced with respect to a breach of any such representation and warranty, unless, within such period, written notice specifying such breach in reasonable detail has been provided to the Party which made such representation or warranty.

**ARTICLE 6
INDEMNITIES**

6.1 Post-Closing Date Indemnity

Provided that Closing has occurred, Purchaser shall:

- (a) be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and
- (b) indemnify, release and save harmless Vendor and its Representatives from any and all Losses, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or which it may sustain, pay or incur,

as a result of any matter or thing resulting from, attributable to or connected with the Assets and accruing after the Closing Date.

6.2 Environmental Matters and Abandonment and Reclamation Obligations

Purchaser acknowledges that, insofar as the environmental condition of the Assets is concerned, it will acquire the Assets pursuant hereto on an "as is, where is" basis. Purchaser acknowledges that it is familiar with the condition of the Assets, including the past and present use of the Lands and the Tangibles, that Vendor has provided Purchaser with a reasonable opportunity to inspect the Assets at the sole cost, risk and expense of Purchaser (insofar as Vendor could reasonably provide such access) and that Purchaser is not relying upon any representation or warranty of Vendor as to the environmental condition of the Assets, Environmental Liabilities or Abandonment and Reclamation Obligations. Provided that Closing has occurred, Purchaser shall:

- (a) be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and
- (b) indemnify, release and save harmless Vendor from any and all Losses, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or which it may sustain, pay or incur,

as a result of any matter or thing arising out of, resulting from, attributable to or connected with any Environmental Liabilities or any Abandonment and Reclamation Obligations. Once Closing has occurred, Purchaser shall be solely responsible for all Environmental Liabilities and all Abandonment and Reclamation Obligations as between Vendor and Purchaser (including, without limitation, whether occurring or accruing prior to, on or after the Closing Date), and hereby releases Vendor from any claims Purchaser may have against Vendor with respect to all such liabilities and responsibilities.

6.3 Third Party Claims

The following procedures shall be applicable to any claim by a Party (the "Indemnitee") for indemnification pursuant to this Agreement from another Party (the "Indemnitor") in respect of any Losses in relation to a Third Party (a "Third Party Claim"):

- (a) upon the Third Party Claim being made against or commenced against the Indemnitee, the Indemnitee shall within ten (10) Business Days of notice thereof, provide written notice thereof to the Indemnitor. The notice shall describe the Third Party Claim in reasonable detail and indicate the estimated amount, if practicable, of the indemnifiable Losses that have been or may be sustained by the Indemnitee in respect thereof. If the Indemnitee does not provide notice to the Indemnitor within such ten (10) Business Day period, then such failure shall only lessen or limit the Indemnitee's rights to indemnity hereunder to the extent that the defence of the Third Party Claim was prejudiced by such lack of timely notice;
- (b) if the Indemnitor acknowledges to the Indemnitee in writing that the Indemnitor is responsible to indemnify the Indemnitee in respect of the Third Party Claim pursuant hereto, the Indemnitor shall have the right to do either or both of the following:
 - (i) assume carriage of the defence of the Third Party Claim using legal counsel of its choice and at its sole cost; and/or
 - (ii) settle the Third Party Claim, provided the Indemnitor pays the full monetary amount of the settlement and the settlement does not impose any restrictions or obligations on the Indemnitee;
- (c) each Party shall co-operate with the other Party in the defence of the Third Party Claim, including making available to the other Party and its Representatives whose assistance, testimony or presence is of material assistance in evaluating and defending the Third Party Claim;

- (d) the Indemnitee shall not enter into any settlement, consent order or other compromise with respect to the Third Party Claim without the prior written consent of the Indemnitor (which consent shall not be unreasonably withheld or delayed), unless the Indemnitee waives its rights to indemnification in respect of the Third Party Claim;
- (e) upon payment of the Third Party Claim, the Indemnitor shall be subrogated to all claims the Indemnitee may have relating thereto. The Indemnitee shall give such further assurances and co-operate with the Indemnitor to permit the Indemnitor to pursue such subrogated claims as reasonably requested by it; and
- (f) if the Indemnitor has paid an amount pursuant to the indemnification obligations herein and the Indemnitee shall subsequently be reimbursed from any source in respect of the Third Party Claim from any Third Party, the Indemnitee shall promptly pay the amount of the reimbursement (including interest actually received) to the Indemnitor, net of taxes required to be paid by the Indemnitee as a result of any such receipt.

ARTICLE 7 ADJUSTMENTS

7.1 Costs and Revenues to be Apportioned

- (a) Subject to paragraph 7.1(b) below and except as otherwise provided in this Agreement, all costs and expenses relating to the Assets (including, without limitation, maintenance, development, capital and operating costs) and all revenues relating to the Assets (including, without limitation, proceeds from the sale of production and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties) shall be apportioned as of the Effective Date between Vendor and Purchaser on an accrual basis in accordance with generally accepted accounting principles, provided that:
 - (i) advances made by Vendor in respect of the costs of operations on Lands or lands pooled or unitized therewith or facilities interests included in the Assets which have not been applied to the payment of costs incurred after the Effective Date and stand to the credit of COGI or Vendor will be transferred to Purchaser and an adjustment will be made in favour of Vendor equal to the amount of the advance transferred;
 - (ii) deposits made by COGI or Vendor relative to operations on the Lands shall be returned to Vendor, other than deposits pertaining to operations arising or costs incurred prior to the Effective Date;
 - (iii) costs and expenses of work done, services provided and goods supplied shall be deemed to have been incurred or to accrue for the purposes of this Article when the work is done or the goods or services are provided, regardless of when such costs and expenses become payable;
 - (iv) no adjustments shall be made in respect of COGI's or Vendor's income taxes;
 - (v) revenues from the sale of Petroleum Substances will be deemed to accrue when the Petroleum Substances are produced;
 - (vi) all rentals and similar payments in respect of the Leased Substances or surface rights comprised in the Assets and all taxes (other than income taxes) levied with respect to the Assets or operations in respect thereof shall be apportioned between Vendor and Purchaser on a per diem basis as of the Effective Date; and

- (vii) any and all unpaid rentals and royalties which accrue to the Assets and are not a corporate debt (including without limitation, unpaid surface lease rentals, mineral lease rentals, Crown royalties and municipal taxes for surface sites) which are identified by Purchaser prior to the preparation of the interim accounting statement shall be credited to Purchaser.
- (b) Vendor and its Representatives shall not be liable to make any adjustment in favour of, or make any payment to, Purchaser pursuant hereto in respect of any liability which relates to the period which arose prior to the Date of Appointment and which will not constitute a liability to or obligation of Purchaser.
- (c) Petroleum Substances which were produced, but not sold, as of the Effective Date shall be retained by Vendor and Vendor shall be responsible for all royalties or other encumbrances thereon and all processing, treating and transportation expenses pertaining thereto. Petroleum Substances will be deemed to be sold on a first in, first out basis.

7.2 Adjustments to Account

- (a) An interim accounting of the adjustments pursuant to section 7.1 shall be made at Closing, based on Vendor's and Purchaser's good faith estimate of the costs and expenses paid by Vendor prior to Closing and the revenues received by Vendor prior to Closing. Vendor and Purchaser shall cooperate in preparing such interim accounting and Vendor shall provide a statement setting forth the adjustments to be made at Closing not later than three (3) Business Days prior to Closing and shall assist Purchaser in verifying the amounts set forth in such statement. A final accounting of the adjustments pursuant to section 7.1 shall be conducted within ninety (90) days following the Closing Date (the "**Final Statement of Adjustments**"), and no further or other adjustments whatsoever will be made thereafter. All adjustments after Closing shall be settled by payment by the Party required to make payment to the other Party hereunder within fifteen (15) Business Days of being notified of the determination of the amount owing.
- (b) All adjustments provided for in this Article shall be adjustments to the Debt Reduction Amount. An adjustment payable by a Party after Closing pursuant to this section 7.2 which is not paid within fifteen (15) Business Days of a written request for payment from the other Party, shall bear interest at the Prime Rate plus three percent (3%) per annum payable by the paying Party to the other Party from the end of such fifteen (15) Business Day period until the adjustment is paid.

ARTICLE 8 MAINTENANCE OF ASSETS

8.1 Maintenance of Assets

From the date hereof until the Closing Date, Vendor shall, to the extent that the nature of its interest permits, and subject to the Title Documents and any other agreements and documents to which the Assets are subject, pay or cause to be paid all costs and expenses relating to the Assets which become due from the Date of Appointment to the Closing Date.

8.2 Consent of Purchaser

Notwithstanding section 8.1, Vendor shall not from the date hereof to the Closing Date, without the written consent of Purchaser, which consent shall not be unreasonably withheld by Purchaser and which, if provided, shall be provided in a timely manner:

- (a) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Assets, other than in respect of normal course operating and maintenance

expenses and except in case of an emergency or in respect of amounts which Vendor may be committed to expend or be deemed to authorize for expenditure without its consent; provided, however, that should Purchaser withhold its consent or fail to provide its consent in a timely manner and a reduction in the value of the Assets results, there shall be no abatement or reduction in the Consideration;

- (b) surrender or abandon any of the Assets, unless an expenditure of money is required to avoid the surrender or abandonment and Purchaser does not provide same in a timely fashion, in which event the Assets in question shall be surrendered or abandoned without abatement or reduction in the Consideration;
- (c) amend or terminate any Title Document or enter into any new agreement or commitment relating to the Assets, other than agreements for the sale of Petroleum Substances produced from the Assets which may be terminated upon thirty (30) days' notice or less; or
- (d) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof excepting sales of the Leased Substances in the normal course of business.

8.3 Proposed Actions

If an operation or the exercise of any right or option respecting the Assets is proposed in circumstances in which such operation or the exercise of such right or option would result in Purchaser incurring an obligation pursuant to section 8.2, the following shall apply to such operation or the exercise of such right or option (hereinafter referred to as the "**Proposal**"):

- (a) Vendor shall promptly give Purchaser notice of the Proposal, describing the particulars in reasonable detail;
- (b) Purchaser shall, not later than twenty four (24) hours prior to the time Vendor is required to make its election with respect to the Proposal, advise Vendor, by notice, whether Purchaser wishes Vendor to exercise Vendor's rights with respect to the Proposal on Purchaser's behalf, provided that Purchaser's failure to make such election within such period shall be deemed to be Purchaser's election to participate in the Proposal;
- (c) Vendor shall make the election authorized (or deemed to be authorized) by Purchaser with respect to the Proposal within the period during which Vendor may respond to the Proposal; and
- (d) Purchaser's election (including, its deemed election) to not participate in any Proposal required to preserve the existence of any of the Assets shall not entitle Purchaser to any reduction of the Consideration if Vendor's interest therein is terminated as a result of such election, and such termination shall not constitute a failure of Vendor's representations and warranties pertaining to such Assets, notwithstanding section 5.3.

8.4 Post-Closing Transition

Following Closing and to the extent to which Purchaser must be novated into operating agreements and other agreements or documents to which the Assets are subject, until the novation has been effected:

- (a) Vendor shall not initiate any operation with respect to the Assets, except upon receiving Purchaser's written instructions, or if Vendor reasonably determines that such operation is required for the protection of life or property, in which case Vendor may take such actions as it reasonably determines are required, without Purchaser's written instructions, and shall promptly notify Purchaser of such intention or actions and of Vendor's estimate of the costs and expenses therewith associated;

- (b) Vendor shall forthwith deliver to Purchaser all revenues, proceeds and other benefits received by Vendor with respect to the Assets, provided that Vendor shall not be permitted to deduct from such revenues, proceeds and other benefits, any other costs and expenses which it incurs as a result of such delivery to Purchaser;
- (c) Vendor shall, in a timely manner, deliver to Purchaser all Third Party notices and communications, including authorizations for expenditures and mail ballots and all notices and communications received in respect of the Assets or events and occurrences affecting the Assets, and Vendor shall respond to such notices pursuant to Purchaser's written instructions, if received on a timely basis, provided that Vendor may refuse to follow any instructions which it reasonably believes to be unlawful, unethical or in conflict with any applicable agreement or contract, and provided that nothing shall preclude Vendor from taking such actions as Vendor reasonably determines are necessary for the protection of life or property, or as are required by all Applicable Laws, rules, regulations, orders and directions of Governmental Authorities and other competent authorities; and
- (d) Vendor shall, in a timely manner, deliver to Third Parties all such notices and communications which Purchaser may reasonably request and all such monies and other items as Purchaser may reasonably provide in respect of the Assets, provided that Vendor may (but shall not be obligated to) refuse to follow instructions which it reasonably believes to be unlawful, unethical or in conflict with any applicable agreement or contract.

8.5 Vendor Deemed Purchaser's Agent

- (a) Insofar as Vendor maintains the Assets and takes actions in relation thereto on Purchaser's behalf pursuant to this Article 8, provided Closing occurs Vendor shall be deemed to have been Purchaser's agent hereunder. Provided Closing occurs, Purchaser ratifies all actions taken by Vendor or refrained from being taken by Vendor pursuant to this Article 8 in such capacity during such period, with the intention that all such actions shall be deemed to be Purchaser's actions.
- (b) Insofar as Vendor participates in either operations or the exercise of rights or options as Purchaser's agent pursuant to this Article 8, Vendor may require Purchaser to secure costs to be incurred by Vendor on Purchaser's behalf pursuant to such election in such manner as may be reasonably appropriate in the circumstances.
- (c) Provided Closing occurs, Purchaser shall indemnify Vendor and its Representatives against all Losses which Vendor or its Representatives may suffer or incur as a result of Vendor maintaining the Assets as Purchaser's agent pursuant to this Article 8, insofar as such Losses are not a direct result of the gross negligence or wilful misconduct of Vendor or its Representatives. An action or omission of Vendor or of its Representatives shall not be regarded as gross negligence or wilful misconduct to the extent to which it was done or omitted from being done in accordance with Purchaser's instructions (including any election deemed pursuant to section 8.3(b)) or concurrence.

8.6 Transfer of Operatorship

Insofar as Vendor operates any of the Assets, Purchaser acknowledges that Vendor may not be able to transfer operatorship of some or all of such Assets to Purchaser at or after Closing. Vendor covenants with Purchaser that Vendor shall reasonably cooperate with Purchaser to obtain appropriate consents and approvals for the assignment and transfer to Purchaser of operatorship of those of the Assets of which Vendor is currently the operator.

**ARTICLE 9
RIGHTS OF FIRST REFUSAL**

9.1 Rights of First Refusal

- (a) Within three (3) Business Days from the date hereof, Purchaser, acting reasonably and in good faith, shall provide Vendor with its allocated values for the Assets which are subject to Rights of First Refusal related to the Assets. Promptly after such allocations are provided to Vendor, Vendor shall send notices to the Persons (including Purchaser, if applicable) holding such Rights of First Refusal in accordance with the terms of the Title Documents creating them, using such values provided by Purchaser. Purchaser shall use commercially reasonable efforts to assist Vendor in seeking a waiver of said Rights of First Refusal. Purchaser shall be liable for and indemnify and save Vendor harmless from and against all Losses which Vendor may suffer, sustain, pay or incur as a result of utilizing any value allocations supplied by Purchaser.
- (b) If any Third Party elects to exercise any Rights of First Refusal, the portion of the Assets subject to such Rights of First Refusal (the "**Affected Asset**") shall not be sold pursuant hereto, and the definitions of "Assets", "Lands", "Leases", "Miscellaneous Interests", "Petroleum and Natural Gas Rights", "Tangibles" and "Wells" shall not include the Affected Asset. The Consideration and any applicable GST and/or Sales Taxes shall be reduced accordingly.

**ARTICLE 10
PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS**

10.1 Vendor to Provide Access

Prior to Closing, Vendor shall, subject to all contractual and fiduciary obligations, at the Calgary offices of Vendor during normal business hours, provide reasonable access for Purchaser and its Representatives to Vendor's records, books, accounts, documents, files, reports, information, materials, filings, and data, to the extent they relate directly to the Assets, as well as physical access to the Assets (insofar as Vendor can reasonably provide such access) for the purpose of Purchaser's review of the Assets and title thereto.

10.2 Access to Information

After Closing and subject to contractual restrictions in favour of Third Parties relative to disclosure, Purchaser shall, on request from Vendor, provide reasonable access to Vendor at Purchaser's offices, during its normal business hours, to the agreements and documents to which the Assets are subject and the contracts, agreements, records, books, documents, licenses, reports and data included in the Miscellaneous Interests and the Title Documents which are then in the possession or control of Purchaser and to make copies thereof, as Vendor may reasonably require for purposes relating to:

- (a) COGI's or Vendor's ownership of the Assets (including taxation matters and liabilities and claims that arise from or relate to acts, omissions, events, circumstances or operations on or before the Closing Date);
- (b) enforcing its rights under this Agreement;
- (c) compliance with Applicable Law; or
- (d) any claim commenced or threatened by any Third Party against COGI or Vendor.

10.3 Maintenance of Information

All of the information, materials and other records delivered to Purchaser pursuant to the terms hereof shall be maintained in good order and good condition and kept in a reasonably accessible location by Purchaser for a period of two (2) years from the Closing Date.

**ARTICLE 11
GENERAL**

11.1 Further Assurances

Each Party will, from time to time and at all times after Closing, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required to fully perform and carry out the terms of this Agreement.

11.2 No Merger

The covenants, representations, warranties and indemnities contained in this Agreement shall be deemed to be restated in any and all assignments, conveyances, transfers and other documents conveying the interests of Vendor in and to the Assets to Purchaser, subject to any and all time and other limitations contained in this Agreement. There shall not be any merger of any covenant, representation, warranty or indemnity in such assignments, conveyances, transfers and other documents notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.

11.3 Receiver

Purchaser acknowledges that Receiver is acting solely in its capacity as the Court-appointed receiver and manager of COGI, and not in its personal or corporate capacity. Under no circumstances shall Receiver or any of its Representatives have any liability pursuant to this Agreement, or in relation to the Transaction, in its or their personal or corporate capacity, whether such liability be in contract, tort or otherwise.

11.4 Entire Agreement

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. This Agreement supersedes all other agreements, documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

11.5 Governing Law

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.

11.6 Signs and Notifications

Within sixty (60) days following Closing, Purchaser shall remove or modify any signage which indicates COGI's ownership or operation of the Assets. It shall be the responsibility of Purchaser to modify, erect or install any signage required by applicable Governmental Authorities indicating Purchaser to be the owner or operator of the Assets.

11.7 Assignment and Enurement

This Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be unreasonably and arbitrarily withheld. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

11.8 Time of Essence

Time shall be of the essence in this Agreement.

11.9 Notices

The addresses and fax numbers of the Parties for delivery of notices hereunder shall be as follows:

Vendor - **MNP Ltd.**
1500, 640 – 5th Avenue SW
Calgary, AB
T2P 3G4

Attention: Mr. Victor P. Kroeger
Email: vic.kroeger@mnp.ca

With a copy to - **DLA Piper (Canada) LLP**
100, 250 – 2nd Street SW
Calgary, AB
T2P 0C1

Attention: Mr. Brian Davison
Email: brian.davison@dlapiper.com

Purchaser - **DEL Canada GP Ltd.**
1500, 222 – 3rd Avenue SW
Calgary, AB
T2P 0B4

Attention: Mr. Dan Horner and Lukas Frey
Email: d.horner@svrlawyers.com and l.frey@svrlawyers.com
Fax: 403.265.4632

All notices, communications and statements required, permitted or contemplated hereunder shall be in writing, and shall be delivered as follows:

- (a) by delivery to a Party between 8:00 a.m. and 4:00 p.m. on a Business Day at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party when it is delivered;
- (b) by facsimile to a Party to the facsimile number of such Party for notices, in which case, if the notice was faxed prior to 4:00 p.m. on a Business Day, the notice shall be deemed to have been received by that Party when it was faxed and if it is faxed on a day which is not a Business Day or is faxed after 4:00 p.m. on a Business Day, it shall be deemed to have been received on the next following Business Day;
- (c) by email to a Party to the email address of such Party for notices, in which case the notice shall be deemed to have been received by that Party on the day in which such email was sent; or

- (d) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by first class registered postage prepaid mail to a Party at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party on the fourth (4th) Business Day following the date of mailing.

A Party may from time to time change its address for service, facsimile number for service or designated representative by giving written notice of such change to the other Party.

11.10 Invalidity of Provisions

In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11.11 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

11.12 Amendment

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

11.13 Confidentiality and Public Announcements

Until Closing has occurred, each Party shall keep confidential all information obtained from the other Party in connection with the Assets and shall not release any information concerning this Agreement and the Transaction without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information (i) to any Governmental Authority or regulatory authority or to the public if required by Applicable Law; or (ii) in connection with obtaining the Court Order; or (iii) as required to COGI's secured creditors.

11.14 Counterpart Execution

This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

MNP LTD., solely in its capacity as receiver and manager of **COGI LIMITED PARTNERSHIP**, and not in its personal or corporate capacity

DEL Canada GP Ltd.

Per:
Name:
Title:



Victor P. Kroeger
Senior Vice President

Per:
Name: Edmund Kockartz
Title: President



SCHEDULE A

DEL Canada GP Ltd.

Purchase & Sale Agreement - Canadian Oil & Gas International Inc.

Operated Well Selection from COGI Assets (including related facilities)

License	Well	Field	Status	Working interest (unconfirmed)
Producing Wells				
0271745	102/02-18-086-12W6/0	BOUNDARY LAKE SOUTH	Pumping	78.00%
0066787	100/06-26-023-13W4/0	CESSFORD	Flowing	80.00%
0028934	100/12-07-063-02W4/0	COLD LAKE	Flowing	100.00%
0030715	100/09-07-063-02W4/0	COLD LAKE	Flowing	100.00%
0030716	100/06-18-063-02W4/0	COLD LAKE	Flowing	100.00%
0076952	100/06-34-060-03W4/0	COLD LAKE (CHARLOTTE LAKE)	Flowing	50.00%
0082803	100/07-19-060-03W4/0	COLD LAKE (CHARLOTTE LAKE)	Flowing	50.00%
0101390	100/10-14-060-04W4/0	COLD LAKE (CHARLOTTE LAKE)	Flowing	95.00%
0138652	100/05-18-061-03W4/0	COLD LAKE (FORT KENT)	Flowing	50.00%
0246043	100/11-22-061-05W4/0	COLD LAKE (FORT KENT)	Flowing	100.00%
0091560	100/05-10-060-02W4/0	COLD LAKE (KENT)	Flowing	100.00%
0092524	100/05-34-060-02W4/0	COLD LAKE (KENT)	Flowing	100.00%
0095211	100/06-33-060-02W4/0	COLD LAKE (KENT)	Flowing	100.00%
0095243	100/09-22-060-02W4/0	COLD LAKE (KENT)	Flowing	100.00%
0212133	100/11-28-060-02W4/0	COLD LAKE (KENT)	Flowing	100.00%
0212134	100/10-27-060-02W4/0	COLD LAKE (KENT)	Flowing	100.00%
0171735	100/06-34-065-07W4/0	COLD LAKE (LANE)	Flowing	100.00%
0121655	100/11-17-066-03W4/0	COLD LAKE (LEMING)	Flowing	60.00%
0151408	100/06-11-066-03W4/0	COLD LAKE (LEMING)	Flowing	95.00%
0174272	100/05-30-066-04W4/0	COLD LAKE (LEMING)	Flowing	60.00%
0174730	100/14-02-066-04W4/0	COLD LAKE (LEMING)	Flowing	60.00%
0185030	100/10-13-066-04W4/0	COLD LAKE (LEMING)	Flowing	60.00%
0213706	100/10-14-066-03W4/0	COLD LAKE (LEMING)	Flowing	60.00%
0121057	100/14-33-065-02W4/0	COLD LAKE (MARIE)	Flowing	56.25%
0174725	100/11-31-065-02W4/0	COLD LAKE (MARIE)	Flowing	60.00%
0109697	100/08-27-058-03W4/0	COLD LAKE (MOONSHINE)	Flowing	50.00%
0004888	100/16-30-059-04W4/0	COLD LAKE (MURIEL LAKE)	Flowing	100.00%
0169849	100/06-20-059-04W4/0	COLD LAKE (MURIEL LAKE)	Flowing	100.00%
0150174	100/16-19-059-03W4/2	COLD LAKE (REITA)	Flowing	100.00%
0169820	100/04-29-059-03W4/0	COLD LAKE (REITA)	Flowing	100.00%
0278559	100/13-12-066-08W4/0	COLD LAKE (SPENCER)	Flowing	40.00%
0157506	100/10-33-060-07W4/0	COLD LAKE (SUGDEN)	Flowing	50.00%
0417537	100/07-09-030-16W4/0	COYOTE	Flowing	50.00%
0091149	100/11-12-038-28W4/2	CYGNET	Pumping	100.00%
0109516	100/14-27-037-28W4/2	CYGNET	Pumping	72.00%
0117860	100/08-05-038-28W4/0	CYGNET	Pumping	36.25%
0410672	102/07-23-041-10W5/0	FERRIER	Flowing	48.86%
0069737	100/11-08-038-16W4/0	HALKIRK	Pumping	50.00%
0069738	100/10-17-038-16W4/0	HALKIRK	Pumping	100.00%
0084156	100/02-20-038-16W4/2	HALKIRK	Pumping	100.00%
0153733	100/16-21-038-16W4/0	HALKIRK	Flowing	100.00%
0157378	102/14-30-038-16W4/0	HALKIRK	Injection	100.00%
0158426	102/06-30-038-16W4/0	HALKIRK	Injection	100.00%
0329704	102/05-30-038-16W4/3	HALKIRK	Pumping	100.00%
0436834	103/04-30-038-16W4/0	HALKIRK	Pumping	100.00%
0419912	102/11-36-034-25W4/0	HUXLEY	Flowing	80.00%
0013583	100/09-07-039-26W4/0	JOFFRE	Pumping	50.87560%
0013666	102/10-06-039-26W4/2	JOFFRE	Pumping	50.87560%
0013672	102/11-14-039-27W4/4	JOFFRE	Pumping	50.87560%
0013831	102/03-14-039-27W4/0	JOFFRE	Pumping	50.87560%
0013885	102/11-12-039-27W4/0	JOFFRE	Pumping	50.87560%
0013977	100/01-13-039-27W4/0	JOFFRE	Pumping	50.87560%
0014213	100/12-01-039-27W4/2	JOFFRE	Pumping	50.87560%
0014357	100/03-06-039-26W4/0	JOFFRE	Pumping	50.87560%
0014362	102/03-13-039-27W4/2	JOFFRE	Pumping	50.87560%
0014440	100/09-20-039-26W4/0	JOFFRE	Pumping	50.87560%
0014558	100/12-31-038-26W4/0	JOFFRE	Pumping	50.87560%
0014566	100/01-23-039-27W4/0	JOFFRE	Pumping	50.87560%
0014714	100/01-11-039-27W4/0	JOFFRE	Pumping	50.87560%
0014967	100/01-20-039-26W4/0	JOFFRE	Pumping	50.87560%
0015085	100/12-35-038-27W4/0	JOFFRE	Pumping	50.87560%
0015182	100/01-08-039-26W4/0	JOFFRE	Pumping	50.87560%

0015534	100/03-28-039-26W4/0	JOFFRE	Injection	50.87560%
0015709	100/11-18-039-26W4/2	JOFFRE	Pumping	71.58000%
0015836	100/15-15-039-26W4/2	JOFFRE	Pumping	50.87560%
0015905	100/03-18-039-26W4/0	JOFFRE	Pumping	50.87560%
0016012	100/02-25-038-27W4/0	JOFFRE	Pumping	50.87560%
0016063	100/15-08-039-26W4/2	JOFFRE	Pumping	50.87560%
0016079	100/03-21-039-26W4/0	JOFFRE	Injection	50.87560%
0016082	100/03-22-039-26W4/0	JOFFRE	Injection	50.87560%
0016234	100/04-31-038-26W4/0	JOFFRE	Pumping	50.87560%
0109934	100/06-36-038-27W4/0	JOFFRE	Pumping	50.87560%
0113305	100/07-24-039-27W4/0	JOFFRE	Pumping	100.00%
0113419	100/01-30-039-26W4/0	JOFFRE	Pumping	100.00%
0125640	100/09-33-039-26W4/0	JOFFRE	Pumping	50.00%
0257604	100/08-20-039-26W4/0	JOFFRE	Pumping	50.87560%
0258825	100/08-07-039-26W4/0	JOFFRE	Pumping	50.87560%
0280014	102/01-28-039-26W4/3	JOFFRE	Pumping	75.00%
0297183	102/16-24-038-27W4/0	JOFFRE	Pumping	50.87560%
0457060	100/01-25-038-27W4/0	JOFFRE	Pumping	50.87560%
0021408	100/10-11-039-19W4/2	LEAHURST	Flowing	100.00%
0095244	100/16-10-039-19W4/2	LEAHURST	Flowing	78.75%
0095404	100/14-12-039-19W4/3	LEAHURST	Flowing	100.00%
0180709	100/03-04-038-18W4/0	LEAHURST	Flowing	100.00%
0291467	100/11-06-039-17W4/4	LEAHURST	Flowing	100.00%
0332843	100/15-04-038-18W4/2	LEAHURST	Flowing	100.00%
0393313	100/16-12-039-19W4/0	LEAHURST	Flowing	100.00%
0393844	100/01-26-039-19W4/2	LEAHURST	Flowing	69.00%
0397872	100/08-22-039-19W4/2	LEAHURST	Flowing	100.00%
0370060	100/01-18-059-25W5/0	LELAND	Flowing	21.00%
0267921	100/16-18-036-17W4/0	LEO	Pumping	60.00%
0290034	100/11-18-036-17W4/0	LEO	Pumping	55.50%
0297959	100/16-19-036-17W4/0	LEO	Pumping	60.00%
0364507	100/15-18-036-17W4/2	LEO	Flowing	60.00%
0055795	100/10-32-036-28W4/2	PENHOLD	Pumping	31.965%
0060242	100/10-31-036-27W4/0	PENHOLD	Pumping	87.50%
0077991	100/03-04-037-28W4/0	PENHOLD	Pumping	12.50%
0117817	100/08-15-036-28W4/0	PENHOLD	Pumping	100.00%
0122362	100/14-05-036-27W4/0	PENHOLD	Pumping	96.00%
0123841	100/08-11-036-28W4/0	PENHOLD	Flowing	77.00670%
0125320	100/08-13-036-28W4/2	PENHOLD	Pumping	95.833340%
0128870	100/14-09-036-27W4/0	PENHOLD	Pumping	74.667%
0132113	100/06-35-036-28W4/0	PENHOLD	Pumping	73.334%
0256280	102/14-09-036-27W4/0	PENHOLD	Flowing	75.00%
0256301	102/06-35-036-28W4/0	PENHOLD	Flowing	73.334%
0256333	102/16-15-036-28W4/0	PENHOLD	Flowing	97.50%
0332508	102/03-04-037-28W4/0	PENHOLD	Flowing	12.50%
0332571	100/15-36-035-28W4/0	PENHOLD	Flowing	50.00%
0353924	100/05-01-036-28W4/2	PENHOLD	Flowing	96.50%
0381458	100/01-29-036-28W4/0	PENHOLD	Flowing	100.00%
0394917	102/14-11-036-28W4/0	PENHOLD	Flowing	100.00%
0399305	100/04-14-036-28W4/0	PENHOLD	Flowing	94.062%
0407011	100/14-26-036-28W4/0	PENHOLD	Flowing	100.00%
0146235	102/06-25-080-12W6/2	POUCE COUPE	Pumping	100.00%
0337177	100/09-04-028-11W4/0	STANMORE	Flowing	65.00%
0128433	102/16-34-038-20W4/2	SETTLER NORTH	Flowing	100.00%
0103570	100/11-09-031-23W4/0	TWINING	Injection	100.00%
0160207	100/05-09-031-23W4/0	TWINING	Injection	100.00%
0335700	102/05-09-031-23W4/0	TWINING	Flowing	100.00%
0343758	102/15-05-031-23W4/0	TWINING	Flowing	100.00%
0398570	100/15-10-031-23W4/0	TWINING	Pumping	100.00%

LLR Sub-total 121

Reactivation Completed

0015180	100/09-16-039-26W4/0	JOFFRE	Pumping	51.00%
0015279	100/04-36-038-27W4/0	JOFFRE	Pumping	51.00%
0015411	102/12-32-038-26W4/0	JOFFRE	Flowing	51.00%
0257495	100/15-24-038-27W4/0	JOFFRE	Pumping	51.00%
0259110	102/14-05-039-26W4/0	JOFFRE	Pumping	51.00%
0453065	100/04-29-039-26W4/0	JOFFRE	Pumping	51.00%
0453066	100/16-29-039-26W4/0	JOFFRE	Pumping	51.00%
0453121	100/08-21-039-26W4/0	JOFFRE	Pumping	51.00%
0453957	102/07-22-039-26W4/0	JOFFRE	Pumping	51.00%
0453958	100/02-33-039-26W4/0	JOFFRE	Pumping	51.00%

0468957	102/13-32-038-26W4/0	JOFFRE	Pumping	51.00%
0469507	100/15-20-039-26W4/0	JOFFRE	Flowing	51.00%
0471546	100/15-19-039-26W4/0	JOFFRE	Drilled & Cased	51.00%
0364428	102/16-19-036-17W4/2	LEO	Pumping	100.00%
0131969	100/06-09-037-28W4/0	PENHOLD	Pumping	100.00%
0434746	100/16-13-036-01W5/0	TINDASTOLL	Suspended	100.00%
0436984	102/14-19-038-16W4	HALKIRK	Pumping	100.00%
0026442	100/10-05-031-23W4/0	TWINING	Suspended	100.00%
0027085	100/04-09-031-23W4/0	TWINING	Pumping	100.00%
0102945	1F1/02-09-031-23W4/2	TWINING	Suspended	100.00%
0163002	100/14-04-031-23W4/0	TWINING	Suspended	100.00%
0355712	102/14-10-031-23W4/0	TWINING	Pumping	100.00%
0355730	102/01-08-031-23W4/0	TWINING	Suspended	100.00%
0386729	102/16-10-031-23W4/0	TWINING	Suspended	100.00%
0392464	100/01-15-031-23W4/0	TWINING	Flowing	100.00%
0399457	100/05-14-031-23W4/0	TWINING	Suspended	100.00%

LLR Sub-total 26

Reactivation Planned

0331325	100/11-19-038-16W4/0	HALKIRK	Suspended	100.00%
0132417	100/06-19-038-16W4	HALKIRK	Suspended	100.00%
0015840	100/04-24-038-27W4/0	JOFFRE	Pumping	51.00%
0018702	100/09-19-039-26W4/0	JOFFRE	Suspended	51.00%
0130670	100/02-05-037-28W4/2	PENHOLD	Suspended	80.00%
0436021	100/14-17-036-28W4/0	PENHOLD	Suspended	100.00%
0365551	102/01-35-028-10W4/0	STANMORE	Suspended	100.00%
0061187	100/06-15-031-23W4/0	TWINING	Suspended	100.00%
0398939	100/03-15-031-23W4/0	TWINING	Suspended	100.00%

9

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Related Facilities

0

License	Facility	Field
Facilities		
F14447	00/04-05-066-04W4	Cold Lake
F14448	00/04-11-066-04W4	Cold Lake
F31720	00/12-32-065-02W4	Cold Lake
F38514	00/12-07-063-02W4	Cold Lake
6503	00/10-17-038-16W4	Halkirk
6506	00/04-20-038-16W4	Halkirk
6515	00/13-30-038-16W4	Halkirk
6522	00/06-31-038-16W4	Halkirk
6524	00/02-34-038-16W4	Halkirk
21298	00/14-17-038-17W4	Halkirk
34124	00/05-19-038-16W4	Halkirk
36485	00/06-19-038-16W4	Halkirk
46071	00/05-30-038-16W4	Halkirk
46073	00/03-30-038-16W4	Halkirk
46083	02/14-19-038-16W4	Halkirk
6662	00/04-36-038-27W4	Joffre
7232	00/03-08-039-26W4	Joffre
7234	00/15-17-039-26W4	Joffre
7236	02/15-17-039-26W4	Joffre
7237	03/15-17-039-26W4	Joffre
7240	00/09-19-039-26W4	Joffre
7241	00/15-22-039-26W4	Joffre
7247	00/03-28-039-26W4	Joffre
7253	00/07-24-039-27W4	Joffre
7254	00/11-24-039-27W4	Joffre
30231	00/11-06-039-17W4	Leahurst
5568	00/15-19-036-17W4	Leo
26984	00/09-18-036-17W4	Leo
30616	00/10-19-036-17W4	Leo
38454	00/08-19-036-17W4	Leo
5641	00/05-01-036-28W4	Penhold
32770	00/01-05-037-28W4	Penhold
34479	00/06-26-036-28W4	Penhold
34481	00/10-32-036-28W4	Penhold
34495	00/03-04-037-28W4	Penhold
36216	02/10-32-036-28W4	Penhold
28621	00/09-09-031-23W4	Twining
39007	00/14-10-031-23W4	Twining
40046	00/01-15-031-23W4	Twining

being transferred

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M1628	BOUNDARY LK - AB	TWP 86 RGE 12 W6M SE18	PNG TO BASE HALFWAY EXCL NG IN HALFWAY	78
M0284	CESSFORD	TWP 23 RGE 13 W4M SE26, NW26	ALL PNG TO TOP VIKING_ZONE	80
M0284	CESSFORD	TWP 23 RGE 13 W4M S26, NW26	ALL PNG IN VIKING_ZONE	80
M0341	COLD LAKE (Marie)	TWP 65 RGE 2 W4M S33, NW33, SEC 33 (LSDS 9, 10, 15)	ALL NG IN COLONY	56.25
M0341	COLD LAKE (Marie)	TWP 65 RGE 2 W4M S33, NW33, SEC 33 (LSDS 9,10,15)	ALL PNG TO BASE GRAND_RAPIDS EXCL NG IN COLONY	60
M0356	COLD LAKE (Moonshine)	TWP 58 RGE 3 W4M SEC 28, 27	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE	50
M0372	COLD LAKE (Charlotte Lake)	TWP 60 RGE 3 W4M SEC 27, 28, 33, 34, 35	ALL NG FROM TOP SURFACE TO BASE MANNVILLE	50
M0378	COLD LAKE (Kent)	TWP 60 RGE 2 W4M SEC 2, 27, 28	ALL NG TO BASE MANNVILLE	100
M0411	COLD LAKE (Sugden)	TWP 60 RGE 7 W4M SEC 33	PNG BELOW BASE VIKING_ZONE TO BASE MANNVILLE	50
M0333	COLD LAKE (Lemming)	TWP 66 RGE 3 W4M SEC 11	ALL PNG TO BASE MANNVILLE	95
M0333	COLD LAKE (Lemming)	TWP 66 RGE 3 W4M SEC 14	ALL PNG TO BASE MANNVILLE	95
M0341	COLD LAKE (Marie)	TWP 65 RGE 2 W4M SEC 31WP 66 RGE 2 W4M SEC 18, 21 TWP 66 RGE 3 W4M SEC 8, 13,24,29 TWP 66 RGE 4 W4M SEC 13	ALL PNG TO BASE CLEARWATER_GROUP	60
M0341	COLD LAKE (Lemming)	TWP 65 RGE 2 W4M SEC 32 TWP 66 RGE 2 W4M SEC 19, 22, 27 TWP 66 RGE 3 W4M SEC 17 TWP 66 RGE 4 W4M SEC 12 (EXCLUDING PRODUCTION FROM 9-27-66-2W4 - GRAND RAPIDS ONLY)	ALL PNG TO BASE GRAND_RAPIDS	60
M0347	COLD LAKE (Lane)	TWP 65 RGE 7 W4M SEC 34	PNG TO BASE MANNVILLE	100
M0348	COLD LAKE (Lemming)	TWP 66 RGE 4 W4M SEC 2	ALL PNG TO BASE CLEARWATER_GROUP	60
M0349	COLD LAKE (Lemming)	TWP 66 RGE 4 W4M SEC 30	ALL PNG IN UPPER_MANNVILLE_H (ALL PNG IN WASECA)	100
M0350	COLD LAKE (Spencer)	TWP 66 RGE 8 W4M SEC 12	ALL PNG FROM TOP SURFACE TO BASE COLONY	40
M0360	COLD LAKE (Fort Kent)	TWP 61 RGE 5 W4M SEC 22	ALL PNG TO BASE MANNVILLE	100
M0371	COLD LAKE (Charlotte Lake)	TWP 60 RGE 3 W4M SEC 19, 30	ALL NG TO BASE MANNVILLE	50
M0373	COLD LAKE (Fort Kent)	TWP 61 RGE 3 W4M SEC 18	ALL PNG IN UPPER_COLONY	50
M0373	COLD LAKE (Fort Kent)	TWP 61 RGE 3 W4M SEC 18	PNG TO BASE LOWER_COLONY EXCL PNG IN UPPER_COLONY	25
M0373	COLD LAKE (Fort Kent)	TWP 61 RGE 3 W4M SEC 18	ALL PNG FROM BASE COLONY TO BASE MANNVILLE	50
M0378	COLD LAKE (Kent)	TWP 60 RGE 2 W4M SEC 10, 15, 22, 32, 33, 34	NG TO BASE MANNVILLE	100
M0380	COLD LAKE (Charlotte Lake)	TWP 60 RGE 4 W4M SEC 14	ALL PNG TO BASE MANNVILLE EXCL PNG IN SUB_U_COLONY_CRETACEOUS	100
M0408	COLD LAKE (Muriel lake)	TWP 59 RGE 4 W4M 20, 30, 31	ALL PNG TO BASE MANNVILLE	100
M0413	COLD LAKE (Cold Lake)	TWP 63 RGE 2 W4M SEC 7, S 18 TWP 63 RGE 3 W4M N 1, 14	NG IN COLONY	100
M0416	COLD LAKE (Reila)	TWP 59 RGE 3 W4M SEC 29	NG IN UPPER_COLONY	100
M0436	COLD LAKE (Reila)	TWP 59 RGE 3 W4M 19 (LSD 13-18 WITHIN THE COLD LAKE INTEGRATED RESOURCE PLAN - SURFACE ACCESS SUBJECT TO RESTRICTIONS) (WITHIN AN OIL SANDS AREA)	ALL PNG TO BASE MANNVILLE (EXCL NG IN UPPER_COLONY) (EXCL SOLUTION_GAS)	100
M0876	FARMINGTON (Pouce Coupe)	TWP 80 RGE 12 W6M 25	PNG BELOW BASE BLUESKY-BULLHEAD TO BASE STODDART	100
M1897	FERRIER	TWP 41 RGE 10 W5M SEC 23 (EXCLUDING PRODUCTION FROM THE 1027-23 WELLBORE)	ALL PNG TO BASE LEA_PARK	34.33
M1897	FERRIER	TWP 41 RGE 10 W5M SEC 23 (1027-23-41-10 W5M WELL ONLY)	1027-23-041-10W5/00 WELL ONLY	46.86
M0045	HALKIRK (Leahurst)	TWP 39 RGE 17 W4M SEC 6	ALL PNG FROM TOP SURFACE TO BASE VIKING_ZONE	100

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0046	HALKIRK	TWP 38 RGE 16 W4M LSD 3 & 4 SEC 30	ALL NG IN GLAUCONITIC_SS	100
M0046	HALKIRK	TWP 38 RGE 16 W4M LSD 3 & 4 SEC 30	ALL PNG TO BASE MANNVILLE EXCL NG IN GLAUCONITIC_SS	100
M0047	HALKIRK	TWP 38 RGE 16 W4M E30, LSDS 11 & 12 SEC 30	ALL NG IN GLAUCONITIC_SS	100
M0055	HALKIRK	TWP 38 RGE 16 W4M W19 (1/9 INTEREST)	ALL PNG EXCL NG IN GLAUCONITIC_SS	100
M0055	HALKIRK	TWP 38 RGE 16 W4M W19 (1/9 INTEREST)	ALL NG IN GLAUCONITIC_SS	100
M0056	HALKIRK	TWP 38 RGE 16 W4M W19 (1/9 INTEREST)	ALL PNG EXCL NG IN GLAUCONITIC_SS	100
M0056	HALKIRK	TWP 38 RGE 16 W4M W19 (1/9 INTEREST)	ALL NG IN GLAUCONITIC_SS	100
M0057	HALKIRK	TWP 38 RGE 16 W4M W19 (1/9 INTEREST)	ALL PNG EXCL NG IN GLAUCONITIC_SS	100
M0057	HALKIRK	TWP 38 RGE 16 W4M W19 (1/9 INTEREST)	ALL NG IN GLAUCONITIC_SS	100
M0058	HALKIRK	TWP 38 RGE 16 W4M W19 (1/3 INTEREST)	ALL PNG EXCL NG IN GLAUCONITIC_SS	100
M0058	HALKIRK	TWP 38 RGE 16 W4M W19 (1/3 INTEREST)	ALL NG IN GLAUCONITIC_SS	100
M0059	HALKIRK	TWP 38 RGE 16 W4M W19 (1/3 INTEREST)	ALL PNG EXCL NG IN GLAUCONITIC_SS	100
M0059	HALKIRK	TWP 38 RGE 16 W4M W19 (1/3 INTEREST)	ALL NG IN GLAUCONITIC_SS	100
M0080	HALKIRK	TWP 38 RGE 16 W4M LSD 5 OF SEC 30	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL NG IN GLAUCONITIC_SS	100
M0080	HALKIRK	TWP 38 RGE 16 W4M LSD 6 OF SEC 30	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL NG IN GLAUCONITIC_SS	100
M0080	HALKIRK	TWP 38 RGE 16 W4M LSD 5 OF SEC 30	ALL NG IN GLAUCONITIC_SS	100
M0080	HALKIRK	TWP 38 RGE 16 W4M LSD 6 OF SEC 30	ALL NG IN GLAUCONITIC_SS	100
M0081	HALKIRK	TWP 38 RGE 16 W4M LSDS 13 & 14 OF SEC 30	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL NG IN GLAUCONITIC_SS	100
M0081	HALKIRK	TWP 38 RGE 16 W4M LSDS 13 & 14 OF SEC 30	ALL NG IN GLAUCONITIC_SS	100
M0092	HALKIRK	TWP 38 RGE 16 W4M SEC 8	ALL PNG FROM BASE OSTRACOD_ZONE TO TOP MISSISSIPPIAN	50
M0092	HALKIRK	TWP 38 RGE 16 W4M SEC 8	(ALL NG IN THE COALS OF THE EDMONTON GROUP)	46.875
M0094	HALKIRK	TWP 38 RGE 16 W4M NE17	ALL PET FROM TOP SURFACE TO TOP PALEOZOIC	100
M0095	HALKIRK	TWP 38 RGE 16 W4M SEC 20	ALL PNG BELOW BASE VIKING_ZONE TO BASE MANNVILLE	100
M0133	HALKIRK	TWP 38 RGE 16 W4M SEC 21	ALL NG FROM TOP SURFACE TO BASE GLAUCONITIC_SS	100
M0700	HUXLEY	TWP 34 RGE 25 W4M SEC 36	ALL PNG FROM BASE MANNVILLE TO BASE NISKU	80
FM0002	JOFFRE	TWP 38 RGE 28 W4M SW 31	ALL PNG	100
FM0004	JOFFRE	TWP 39 RGE 27 W4M PTN NE 13	ALL PNG	100
M0607	JOFFRE	TWP 39 RGE 27 W4M SE SEC 11, LSD 4 SEC 12	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0607	JOFFRE	TWP 39 RGE 27 W4M LSD 4 SEC 12	NG IN BASAL_QUARTZ (BETWEEN THE DEPTHS OF 5564 - 5770 FEET ON THE INDUCTION ELECTRIC LOG RECORD FOR THE 100/16-12-39-27 W4M)	45.833
M0608	JOFFRE	TWP 39 RGE 27 W4M PTN SW SEC 1 (DESIGNATED AS RED DEER RIVER)	PNG BELOW BASE MANNVILLE TO TOP NISKU	48.062016
M0609	JOFFRE	TWP 38 RGE 27 W4M NE SEC 34	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0610	JOFFRE	TWP 38 RGE 25 W4M W SEC 30	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0612	JOFFRE	TWP 38 RGE 27 W4M NW SEC 24	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0613	JOFFRE	TWP 38 RGE 27 W4M SW SEC 24	PNG BELOW BASE MANNVILLE TO TOP NISKU	100

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0614	JOFFRE	TWP 38 RGE 27 W4M NE SEC 24	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0615	JOFFRE	TWP 39 RGE 27 W4M SW SEC 14	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0616	JOFFRE	TWP 39 RGE 26 W4M NW SEC 10	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0616	JOFFRE	TWP 39 RGE 26 W4M S SEC 10	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0617	JOFFRE	TWP 39 RGE 27 W4M NW & LSD 3, 5, 6 SEC 12	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0617	JOFFRE	TWP 39 RGE 27 W4M NW & LSD 3, 5, 6 SEC 12	NG IN BASAL_QUARTZ (BETWEEN THE DEPTHS OF 5664 - 5770 FEET ON THE INDUCTION ELECTRIC LOG RECORD FOR THE 100/16-12-39-27 W4M)	45,833
M0617	JOFFRE	TWP 39 RGE 27 W4M NE SEC 11	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0618	JOFFRE	TWP 38 RGE 27 W4M NW SEC 36	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0619	JOFFRE	TWP 38 RGE 27 W4M NE SEC 26	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0619	JOFFRE	TWP 38 RGE 27 W4M NE SEC 26	PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	12.5
M0620	JOFFRE	TWP 39 RGE 27 W4M SE SEC 22	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0621	JOFFRE	TWP 38 RGE 27 W4M LSD 12, 13 SEC 35	PNG BELOW BASE NISKU	58,333
M0621	JOFFRE	TWP 38 RGE 27 W4M LSD 12, 13 SEC 35	PNG BELOW BASE MANNVILLE TO TOP NISKU	50
M0622	JOFFRE	TWP 39 RGE 27 W4M PTN SE & SW SEC 13 (ALL THOSE PORTIONS OF THE SOUTH EAST QUARTER NOT COVERED BY ANY OF THE WATERS OF THE RED DEER RIVER AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP DATED 27 JUNE 1893)	PNG BELOW BASE NISKU	100
M0622	JOFFRE	TWP 39 RGE 27 W4M PTN NE, PTN NW SEC 13 (ALL THAT PORTION OF THE NORTH EAST QUARTER LYING SOUTH & EAST OF THE RED DEER RIVER AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP DATED 27 JUNE 1893)	PNG IN NISKU	100
M0622	JOFFRE	(ALL THAT PORTION OF THE NORTH WEST QUARTER LYING NORTH OF THE BLINDMANS RIVER AND WEST OF THE RIGHT OF WAY OF THE CANADIAN NORTHERN WESTERN RAILWAY AS SHOWN ON PLAN 2712AK, AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP DATED 27 JUNE 1893)		
M0623	JOFFRE	TWP 39 RGE 27 W4M PTN S SEC 1 (LYING EAST OF THE RED DEER RIVER)	PNG BELOW BASE MANNVILLE EXCL PNG IN NISKU	100
M0624	JOFFRE	TWP 38 RGE 27 W4M SW SEC 26	ALL PNG BELOW BASE MANNVILLE (EXCL PNG IN NISKU UNITIZED ZONE)	100
M0624	JOFFRE	TWP 38 RGE 27 W4M SW SEC 26	PNG TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	12.5
M0625	JOFFRE	TWP 38 RGE 27 W4M NW SEC 26	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0625	JOFFRE	TWP 38 RGE 27 W4M NW SEC 26	PNG TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	12.5
M0626	JOFFRE	TWP 39 RGE 27 W4M PTN NW SEC 1, PTN SW 1 (LYING WEST OF RED DEER RIVER) TWP 39 RGE 27 W4M PTN NW SEC 1 (LYING EAST OF RED DEER RIVER) TWP 39 RGE 27 W4M NE 1	PNG BELOW BASE NISKU	100
M0627	JOFFRE	TWP 38 RGE 27 W4M LSD 9, 10 SEC 35	PNG BELOW BASE NISKU	100
M0628	JOFFRE	TWP 38 RGE 27 W4M SE SEC 23	PNG BELOW BASE MANNVILLE EXCL PNG IN NISKU	100
M0629	JOFFRE	TWP 38 RGE 27 W4M NE SEC 23	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0629	JOFFRE	TWP 38 RGE 27 W4M NE SEC 23	PNG TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	50
M0630	JOFFRE	TWP 38 RGE 27 W4M LSD 15, 16 SEC 35	PNG BELOW BASE MANNVILLE EXCL PNG IN NISKU	100
M0631	JOFFRE	TWP 38 RGE 27 W4M NW SEC 23	PNG BELOW BASE MANNVILLE EXCL PNG IN NISKU	100
M0632	JOFFRE	TWP 38 RGE 27 W4M S SEC 35	PNG BELOW BASE MANNVILLE EXCL PNG IN NISKU	100
M0633	JOFFRE	TWP 38 RGE 27 W4M LSD 11 & 14 SEC 35	PNG BELOW BASE MANNVILLE EXCL PNG IN NISKU	100
M0638	JOFFRE	TWP 39 RGE 26 W4M NW SEC 20	PNG FROM BASE MANNVILLE TO TOP NISKU	100

SCHEDULE B

DEL Canada GP Ltd.

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Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0639	JOFFRE	TWP 39 RGE 26 W4M SW SEC 29	PNG TO TOP NISKU	100
M0640	JOFFRE	TWP 39 RGE 27 W4M SW 23	ALL PNG EXCL PNG IN NISKU	100
M0643	JOFFRE	TWP 39 RGE 26 W4M W SEC 18	PNG TO BASE MANNVILLE (EXCL. PNG IN BASAL QUARTZ "C" AND ALL EXISTING WELLBORES, EXCEPTING THE 100/14-18-039-26W4/00 TEST WELL)	75
M0643	JOFFRE	TWP 39 RGE 26 W4M W SEC 18	PNG IN BASAL_QUARTZ_C	75
M0643	JOFFRE	TWP 39 RGE 26 W4M W SEC 18	PNG FROM BASE MANNVILLE TO TOP NISKU	50
M0644	JOFFRE	TWP 39 RGE 26 W4M NW SEC 4	PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	45
M0645	JOFFRE	TWP 39 RGE 26 W4M NE SEC 4	PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	45
M0646	JOFFRE	TWP 39 RGE 26 W4M PTN S SEC 17 (LYING SOUTH OF RED DEER RIVER)	PNG BELOW BASE NISKU	50
M0647	JOFFRE	TWP 39 RGE 26 W4M PTN NW 17 (LYING NORTH & WEST OF THE NORTHERLY & WESTERLY LIMITED OF SURVEYED ROAD)	PNG TO TOP NISKU	75
M0647	JOFFRE	TWP 39 RGE 26 W4M PTN NW 17 (LYING NORTH & WEST OF THE NORTHERLY & WESTERLY LIMITED OF SURVEYED ROAD)	PNG BELOW BASE NISKU	50
M0648	JOFFRE	TWP 39 RGE 26 W4M PTN NW SEC 17	PNG TO TOP NISKU	75
M0648	JOFFRE	TWP 39 RGE 26 W4M PTN NW SEC 17	PNG BELOW BASE NISKU	50
M0648	JOFFRE	TWP 39 RGE 26 W4M PTN S SEC 17 (LYING NORTH OF THE RED DEER RIVER)	PNG BELOW BASE NISKU	50
M0649	JOFFRE	TWP 39 RGE 26 W4M NE SEC 17	PNG TO TOP NISKU	87.5
M0649	JOFFRE	TWP 39 RGE 26 W4M NE SEC 17	PNG BELOW BASE NISKU	50
M0650	JOFFRE	TWP 39 RGE 26 W4M LSD 11, 12, 13 SEC 6	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	48.15
M0650	JOFFRE	TWP 39 RGE 26 W4M LSD 11, 12, 13 SEC 6	ALL PNG FROM BASE MANNVILLE TO TOP NISKU	92.5926
M0651	JOFFRE	TWP 39 RGE 26 W4M LSD 14 SEC 6	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	48.15
M0651	JOFFRE	TWP 39 RGE 26 W4M LSD 14 SEC 6	ALL PNG FROM BASE MANNVILLE TO TOP NISKU	92.5926
M0652	JOFFRE	TWP 39 RGE 26 W4M NE SEC 18	PNG IN BASAL_QUARTZ_C	75
M0652	JOFFRE	TWP 39 RGE 26 W4M NE SEC 18	PNG TO BASE MANNVILLE (EXCL. PNG IN BASAL QUARTZ "C" AND ALL EXISTING WELLBORES, EXCEPTING THE 100/14-18-039-26W4/00 TEST WELL)	75
M0652	JOFFRE	TWP 39 RGE 26 W4M NE SEC 18	PNG FROM BASE MANNVILLE TO TOP NISKU	100
M0653	JOFFRE	TWP 39 RGE 26 W4M PTN SE SEC 18 (THAT PORTION DESIGNATED AS THE RED DEER RIVER)	PNG IN BASAL_QUARTZ_C	71.5809
M0653	JOFFRE	TWP 39 RGE 26 W4M SE SEC 18 (THAT PORTION DESIGNATED AS THE RED DEER RIVER)	PNG TO BASE MANNVILLE (EXCL. PNG IN BASAL QUARTZ "C" AND ALL EXISTING WELLBORES, EXCEPTING THE 100/14-18-039-26W4/00 TEST WELL)	72.34375
M0653	JOFFRE	TWP 39 RGE 26 W4M SE SEC 18 (THAT PORTION DESIGNATED AS THE RED DEER RIVER)	PNG FROM BASE MANNVILLE TO TOP NISKU	100
M0654	JOFFRE	TWP 39 RGE 26 W4M PTN SE SEC 18 (LYING SOUTH OF THE RED DEER RIVER)	PNG IN BASAL_QUARTZ_C	75
M0654	JOFFRE	TWP 39 RGE 26 W4M PTN W SEC 9 (LYING WEST OF THE RIGHT BANK OF THE RED DEER RIVER)	PNG TO TOP NISKU	100
M0654	JOFFRE	TWP 39 RGE 26 W4M PTN SE SEC 18 (LYING SOUTH OF THE RED DEER RIVER)	PNG TO BASE MANNVILLE (EXCL. PNG IN BASAL QUARTZ "C" AND ALL EXISTING WELLBORES, EXCEPTING THE 100/14-18-039-26W4/00 TEST WELL)	75
M0654	JOFFRE	TWP 39 RGE 26 W4M PTN SE SEC 18 (LYING SOUTH OF THE RED DEER RIVER)	PNG BELOW BASE MANNVILLE (EXCL PNG IN NISKU)	100
M0655	JOFFRE	TWP 39 RGE 26 W4M PTN SE 18 (LYING NORTH OF THE RED DEER RIVER)	PNG IN BASAL_QUARTZ_C	71.5809
M0655	JOFFRE	TWP 39 RGE 26 W4M PTN SE 18 (LYING NORTH OF THE RED DEER RIVER)	PNG TO BASE MANNVILLE (EXCL. PNG IN BASAL QUARTZ "C" AND ALL EXISTING WELLBORES, EXCEPTING THE 100/14-18-039-26W4/00 TEST WELL)	72.34375

SCHEDULE B

DEL Canada GP Ltd.

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Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0655	JOFFRE	TWP 39 RGE 26 W4M PTN SE 18 (LYING NORTH OF THE RED DEER RIVER)	PNG FROM BASE MANNVILLE TO TOP NISKU	100
M0657	JOFFRE	TWP 39 RGE 27 W4M SW 24	PNG BELOW BASE MANNVILLE TO TOP NISKU	100
M0658	JOFFRE	TWP 39 RGE 27 W4M SE SEC 12	PNG TO TOP NISKU EXCL NG IN BASAL_QUARTZ	83.3333
M0658	JOFFRE	TWP 39 RGE 27 W4M SE SEC 12	PNG IN VIKING_ZONE	83.3334
M0658	JOFFRE	TWP 39 RGE 27 W4M SE SEC 12	NG IN BASAL_QUARTZ (BETWEEN THE DEPTHS OF 5564 - 5770 FEET ON THE INDUCTION ELECTRIC LOG RECORD FOR THE 100/16-12-39-27 W4M)	45.833
M0659	JOFFRE	TWP 39 RGE 27 W4M SW SEC 11	PNG TO TOP NISKU	100
M0660	JOFFRE	TWP 39 RGE 27 W4M NE SEC 2	PNG TO TOP NISKU	100
M0661	JOFFRE	TWP 39 RGE 27 W4M LSD 16 SEC 10	PNG TO TOP NISKU	100
M0662	JOFFRE	TWP 39 RGE 27 W4M LSD 9,10,15 SEC 10	PNG TO TOP NISKU	100
M0663	JOFFRE	TWP 39 RGE 27 W4M LSD 11,13,14 SEC 11	PNG TO TOP NISKU	100
M0664	JOFFRE	TWP 39 RGE 27 W4M LSD 12 SEC 11	PNG TO TOP NISKU	100
M0665	JOFFRE	TWP 39 RGE 27 W4M LSD 9,10,15 SEC 12	PNG TO TOP NISKU EXCL NG IN BASAL_QUARTZ	100
M0665	JOFFRE	TWP 39 RGE 27 W4M LSD 9,10,15 SEC 12	NG IN BASAL_QUARTZ (BETWEEN THE DEPTHS OF 5564 - 5770 FEET ON THE INDUCTION ELECTRIC LOG RECORD FOR THE 100/16-12-39-27 W4M)	45.833
M0666	JOFFRE	TWP 39 RGE 27 W4M LSD 16 SEC 12	PNG TO TOP NISKU EXCL NG IN BASAL_QUARTZ	100
M0666	JOFFRE	TWP 39 RGE 27 W4M LSD 16 SEC 12	NG IN BASAL_QUARTZ (BETWEEN THE DEPTHS OF 5564 - 5770 FEET ON THE INDUCTION ELECTRIC LOG RECORD FOR THE 100/16-12-39-27 W4M)	45.833
M0667	JOFFRE	TWP 39 RGE 27 W4M LSD 1,2,7 SEC 14	PNG TO TOP NISKU	100
M0668	JOFFRE	TWP 39 RGE 27 W4M LSD 8 SEC 14	PNG TO TOP NISKU	100
M0669	JOFFRE	TWP 39 RGE 27 W4M LSD 12 SEC 14	PNG TO TOP NISKU	100
M0670	JOFFRE	TWP 39 RGE 27 W4M LSD 11,13,14 SEC 14	PNG TO TOP NISKU	100
M0671	JOFFRE	TWP 39 RGE 26 W4M SW SEC 16	PNG TO TOP NISKU	100
M0671	JOFFRE	TWP 39 RGE 26 W4M SE SEC 16	PNG TO TOP NISKU	100
M0674	JOFFRE	TWP 39 RGE 26 W4M E SEC 5	PNG TO TOP NISKU EXCL PNG IN VIKING_ZONE	83.3333
M0674	JOFFRE	TWP 39 RGE 26 W4M E SEC 5	PNG BELOW BASE NISKU TO BASE DUVERNAY	13.3334
M0674	JOFFRE	TWP 39 RGE 26 W4M E SEC 5	PNG BELOW BASE DUVERNAY	50
M0674	JOFFRE	TWP 39 RGE 26 W4M E SEC 5	PNG IN VIKING_ZONE	83.3334
M0675	JOFFRE	TWP 38 RGE 26 W4M LSD 11,12,13 SEC 31	PNG TO TOP NISKU EXCL PNG FROM BASE VIKING_ZONE TO BASE MANNVILLE	83.3333
M0675	JOFFRE	TWP 38 RGE 26 W4M NW SEC 31	PNG BELOW BASE NISKU TO BASE DUVERNAY	13.3334
M0675	JOFFRE	TWP 38 RGE 26 W4M NW SEC 31	PNG BELOW BASE DUVERNAY	50
M0675	JOFFRE	TWP 38 RGE 26 W4M LSD 14 SEC 31	PNG BELOW BASE MANNVILLE TO TOP NISKU	83.3333
M0675	JOFFRE	TWP 38 RGE 26 W4M SE SEC 31	PNG IN VIKING_ZONE	83.3333
M0675	JOFFRE	TWP 38 RGE 26 W4M SE SEC 31	PNG TO TOP NISKU EXCL PNG FROM BASE VIKING_ZONE TO BASE MANNVILLE	0
M0675	JOFFRE	TWP 38 RGE 26 W4M LSD 10,15 SEC 31	PNG TO TOP NISKU EXCL PNG FROM BASE VIKING_ZONE TO BASE MANNVILLE	0
M0675	JOFFRE	TWP 38 RGE 26 W4M LSD 15 SEC 31	PNG IN VIKING_ZONE	83.3334
M0675	JOFFRE	TWP 38 RGE 26 W4M SE SEC 31	PNG BELOW BASE NISKU TO BASE DUVERNAY	13.3334

SCHEDULE B

DEL Canada GP Ltd.

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Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0675	JOFFRE	TWP 38 RGE 26 W4M NE SEC 31	PNG BELOW BASE NISKU TO BASE DUVERNAY	13.3334
M0675	JOFFRE	TWP 38 RGE 26 W4M SE SEC 31	PNG BELOW BASE DUVERNAY	50
M0675	JOFFRE	TWP 38 RGE 26 W4M NE SEC 31	PNG BELOW BASE DUVERNAY	50
M0675	JOFFRE	TWP 38 RGE 26 W4M LSD 9,16 SEC 31	PNG BELOW BASE MANNVILLE TO TOP NISKU	0
M0675	JOFFRE	TWP 38 RGE 26 W4M LSD 10 SEC 31	PNG IN VIKING_ZONE	83.3333
M0675	JOFFRE	TWP 38 RGE 26 W4M LSD 11,12,13 SEC 31	PNG IN VIKING_ZONE	83.3333
M0675	JOFFRE	TWP 38 RGE 26 W4M E SEC 31	PNG FROM BASE VIKING_ZONE TO BASE MANNVILLE	23.95833
M0675	JOFFRE	TWP 38 RGE 26 W4M NW SEC 31	PNG FROM BASE VIKING_ZONE TO BASE MANNVILLE	23.95833
M0676	JOFFRE	TWP 39 RGE 26 W4M PTN NE 15	PNG TO TOP NISKU	100
M0676	JOFFRE	TWP 39 RGE 26 W4M PTN NE 15	PNG BELOW BASE NISKU	73.554
M0676	JOFFRE	TWP 39 RGE 26 W4M SE 15	PNG BELOW BASE NISKU	66.692
M0676	JOFFRE	TWP 39 RGE 26 W4M SE15	PNG TO BASE NISKU (EXCL NISKU IN 7-15-39-26-W4M WELL)	70.184
M0677	JOFFRE	TWP 38 RGE 27 W4M NW SEC 25	PNG BELOW BASE NISKU	100
M0678	JOFFRE	TWP 39 RGE 26 W4M PTN NE 15	PNG TO TOP NISKU	100
M0678	JOFFRE	TWP 39 RGE 26 W4M PTN NE 15	PNG BELOW BASE NISKU	73.554
M0679	JOFFRE	TWP 39 RGE 26 W4M NW SEC 15	PNG TO TOP NISKU EXCL PNG IN VIKING_ZONE	75
M0679	JOFFRE	TWP 39 RGE 26 W4M NW SEC 15	PNG BELOW BASE NISKU	50
M0679	JOFFRE	TWP 39 RGE 26 W4M NW SEC 15	PNG IN VIKING_ZONE	25
M0680	JOFFRE	TWP 39 RGE 26 W4M NE SEC 9	PNG TO TOP NISKU	50
M0680	JOFFRE	TWP 39 RGE 26 W4M NE SEC 9	PNG BELOW BASE NISKU	50
M0681	JOFFRE	TWP 39 RGE 26 W4M SW SEC 15	PNG TO TOP NISKU	100
M0681	JOFFRE	TWP 39 RGE 26 W4M SW SEC 15	PNG BELOW BASE NISKU	50
M0682	JOFFRE	TWP 39 RGE 26 W4M SE 33	PNG BELOW BASE NISKU	100
M0682	JOFFRE	TWP 39 RGE 26 W4M SE 33	NG TO BASE BELLY_RIVER	25
M0683	JOFFRE	TWP 39 RGE 26 W4M NE SEC 29	PNG TO TOP NISKU	75
M0684	JOFFRE	TWP 39 RGE 26 W4M W SEC 28	PNG BELOW BASE BELLY_RIVER TO TOP NISKU	75
M0684	JOFFRE	TWP 39 RGE 26 W4M W SEC 28	PNG TO BASE BELLY_RIVER	75
M0685	JOFFRE	TWP 39 RGE 26 W4M NE SEC 28	PNG BELOW BASE BELLY_RIVER TO TOP NISKU	75
M0685	JOFFRE	TWP 39 RGE 26 W4M NE SEC 28	PNG TO BASE BELLY_RIVER	75
M0686	JOFFRE	TWP 39 RGE 26 W4M NW SEC 16	PNG TO TOP NISKU EXCL PNG IN VIKING_ZONE	75
M0686	JOFFRE	TWP 39 RGE 26 W4M NW SEC 16	PNG IN VIKING_ZONE	25
M0687	JOFFRE	TWP 39 RGE 26 W4M SW SEC 20	PNG BELOW BASE MANNVILLE TO TOP NISKU	75
M0688	JOFFRE	TWP 39 RGE 26 W4M W 22	PNG TO TOP NISKU	75
M0689	JOFFRE	TWP 39 RGE 26 W4M SE SEC 28	PNG BELOW BASE BELLY_RIVER TO TOP NISKU	75
M0689	JOFFRE	TWP 39 RGE 26 W4M SE SEC 28	PNG TO BASE BELLY_RIVER	75

SCHEDULE B

DEL Canada GP Ltd.

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Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0690	JOFFRE	TWP 39 RGE 26 W4M SE SEC 29	PNG TO TOP NISKU	75
M0691	JOFFRE	TWP 39 RGE 26 W4M W21	PNG BELOW BASE NISKU	75
M0691	JOFFRE	TWP 39 RGE 26 W4M W21	ALL PNG FROM TOP SURFACE TO TOP NISKU EXCL NG IN MANNVILLE	25
M0691	JOFFRE	TWP 39 RGE 26 W4M W21	NG IN MANNVILLE	13.333
M0692	JOFFRE	TWP 39 RGE 26 W4M S SEC 4	PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	45
M0692	JOFFRE	TWP 39 RGE 26 W4M SW SEC 4	PNG FROM BASE MANNVILLE TO TOP NISKU	90
M0692	JOFFRE	TWP 39 RGE 26 W4M SE SEC 4	PNG IN VIKING_ZONE	50
M0693	JOFFRE	TWP 39 RGE 27 W4M PTN NE SEC 15 (PTN NOT COVERED BY BLINDMAN RIVER)	PNG TO TOP NISKU EXCL PNG IN VIKING_ZONE	100
M0693	JOFFRE	TWP 39 RGE 27 W4M PTN LSD 9, LSD 10 SEC 15 (PTN NOT COVERED BY BLINDMAN RIVER)	(IN LSD 9, 10, 15, 16) PNG IN VIKING_ZONE (IN LSDS 9, 10)	100
M0694	JOFFRE	TWP 39 RGE 27 W4M PTN NE SEC 15 (PTN UNDERLYING BLINDMAN RIVER)	PNG TO TOP NISKU EXCL PNG IN VIKING_ZONE	100
M0694	JOFFRE	TWP 39 RGE 27 W4M PTN NE SEC 15 (PTN UNDERLYING BLINDMAN RIVER)	PNG IN VIKING_ZONE	100
M0695	JOFFRE	TWP 39 RGE 27 W4M NE SEC 14	PNG TO TOP NISKU	100
M0696	JOFFRE	TWP 39 RGE 27 W4M LSD 15 SEC 15 (PTN OF NE LYING NORTH OF THE WESTERLY BOUNDARY OF LAND TAKEN FOR PUBLIC ROADWAY)	PNG BELOW BASE NISKU	100
M0696	JOFFRE	TWP 39 RGE 27 W4M LSD 15 SEC 15 (PTN OF NE LYING NORTH OF THE WESTERLY BOUNDARY OF LAND TAKEN FOR PUBLIC ROADWAY)	PNG TO TOP NISKU EXCL PNG IN VIKING_ZONE	100
M0696	JOFFRE	TWP 39 RGE 27 W4M LSD 15 SEC 15 (PTN OF NE LYING NORTH OF THE WESTERLY BOUNDARY OF LAND TAKEN FOR PUBLIC ROADWAY)	PNG IN VIKING_ZONE	100
M0704	JOFFRE	TWP 39 RGE 26 W4M SE SEC 6	PNG FROM BASE MANNVILLE TO TOP NISKU	100
M0704	JOFFRE	TWP 39 RGE 26 W4M SE SEC 6	PNG FROM TOP SURFACE TO BASE MANNVILLE (EXCL PNG IN VIKING_ZONE)	48.15
M0704	JOFFRE	TWP 39 RGE 26 W4M SE SEC 6	PNG IN VIKING_ZONE	100
M0709	JOFFRE	TWP 39 RGE 26 W4M NE SEC 16	PNG TO TOP NISKU	50
M0720	JOFFRE	TWP 39 RGE 26 W4M SW 33	PNG TO TOP NISKU EXCL NG TO BASE BELLY_RIVER	100
M0720	JOFFRE	TWP 39 RGE 26 W4M SW 33	PNG BELOW BASE NISKU	100
M0720	JOFFRE	TWP 39 RGE 26 W4M SW 33	ALL NG TO BASE BELLY_RIVER	25
M0722	JOFFRE	TWP 39 RGE 26 W4M E SEC 21 (UNDIVIDED 1/2 INTEREST)	PNG BELOW BASE NISKU	100
M0722	JOFFRE	TWP 39 RGE 26 W4M E SEC 21 (UNDIVIDED 1/2 INTEREST)	NG IN MANNVILLE	13.333
M0723	JOFFRE	TWP 39 RGE 26 W4M E SEC 21 (UNDIVIDED 1/2 INTEREST)	PNG BELOW BASE NISKU	100
M0723	JOFFRE	TWP 39 RGE 26 W4M E SEC 21 (UNDIVIDED 1/2 INTEREST)	NG IN MANNVILLE	13.333
M0724	JOFFRE	TWP 39 RGE 26 W4M PTN SW SEC 19	PNG BELOW BASE NISKU	100
M0724	JOFFRE	TWP 39 RGE 26 W4M NE SEC 19	PNG BELOW BASE NISKU	100
M0726	JOFFRE	TWP 39 RGE 26 W4M SEC 8	PNG BELOW BASE NISKU	100
M0727	JOFFRE	TWP 39 RGE 27 W4M PTN SE SEC 26	PNG BELOW BASE NISKU	100
M0727	JOFFRE	TWP 38 RGE 27 W4M PTN SE SEC 26	PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	12.5
M0728	JOFFRE	TWP 39 RGE 27 W4M PTN SE SEC 15 (DESIGNATED AS BLIND MAN'S RIVER)	PNG TO TOP NISKU	0

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0734	JOFFRE	TWP 39 RGE 27 W4M PTN SW SEC 15 (LANDS NOT COVERED BY WATERS OF THE BLINDMAN RIVER, LANDS NOT COVERED BY CALGARY AND EDMONTON RAILWAY)	PNG BELOW BASE NISKU	100
M0734	JOFFRE	TWP 39 RGE 27 W4M PTN NW SEC 15 (LANDS NOT COVERED BY WATERS OF THE BLINDMAN RIVER, LANDS NOT COVERED BY CALGARY AND EDMONTON RAILWAY)	PNG BELOW TOP NISKU	100
M0735	JOFFRE	TWP 39 RGE 26 W4M SE SEC 30	PNG IN NISKU	100
M0736	JOFFRE	TWP 39 RGE 26 W4M LSD 10 SEC 6	PNG FROM TOP SURFACE TO BASE MANNVILLE (EXCL PNG IN VIKING_ZONE)	48.15
M0738	JOFFRE	TWP 39 RGE 26 W4M LSD 9, 15, 16 SEC 6	PNG FROM TOP SURFACE TO BASE MANNVILLE (EXCL PNG IN VIKING_ZONE)	48.15
M0740	JOFFRE	TWP 39 RGE 26 W4M SW SEC 6	PNG FROM TOP SURFACE TO BASE MANNVILLE (EXCL PNG IN VIKING_ZONE)	48.15
M0742	JOFFRE	TWP 39 RGE 26 W4M PTN W SEC 9 (DESIGNATED AS THE RED DEER RIVER)	PNG TO TOP NISKU	100
M0744	JOFFRE	TWP 38 RGE 27 W4M PTN S SEC 25	PNG BELOW BASE NISKU	100
M0745	JOFFRE	TWP 39 RGE 26 W4M W SEC 5	PNG BELOW BASE NISKU	100
M0746	JOFFRE	TWP 39 RGE 26 W4M PTN W SEC 7, E 7 (NOT COVERED BY THE WATERS OF THE RED DEER RIVER)	PNG BELOW BASE NISKU	100
M0747	JOFFRE	TWP 39 RGE 26 W4M PTN S & PTN NW SEC 9	PNG BELOW BASE NISKU	100
M0748	JOFFRE	TWP 39 RGE 26 W4M SE SEC 19	PNG BELOW BASE NISKU	70
M0749	JOFFRE	TWP 39 RGE 27 W4M E SEC 23	PNG BELOW BASE NISKU	70
M0749	JOFFRE	TWP 39 RGE 27 W4M NE SEC 23	PNG IN NISKU	100
M0750	JOFFRE	TWP 38 RGE 27 W4M NE SEC 25	PNG BELOW BASE NISKU	100
M0751	JOFFRE	TWP 39 RGE 27 W4M PTN SE SEC 15 (LANDS NOT COVERED BY WATERS OF THE BLINDMAN RIVER)	PNG BELOW BASE NISKU	100
M0752	JOFFRE	TWP 38 RGE 27 W4M PTN SW SEC 25	PNG BELOW BASE NISKU (.809 HA)	100
M0753	JOFFRE	TWP 39 RGE 26 W4M PTN SW SEC 19	PNG BELOW BASE NISKU	100
M0754	JOFFRE	TWP 39 RGE 26 W4M PTN SW SEC 19	PNG BELOW BASE NISKU	100
M0755	JOFFRE	TWP 38 RGE 27 W4M PTN SE SEC 26	PNG BELOW BASE NISKU	100
M0755	JOFFRE	TWP 38 RGE 27 W4M PTN SE SEC 26	PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	12.5
M0756	JOFFRE	TWP 39 RGE 27 W4M PTN SW SEC 15 (PORTION TAKEN FOR RIGHT-OF-WAY OF CALGARY AND EDMONTON RAILWAY)	PNG BELOW BASE NISKU	100
M0757	JOFFRE	TWP 39 RGE 27 W4M PTN SE SEC 15 (PORTION TAKEN FOR RIGHT OF WAY OF THE CALGARY AND EDMONTON RAILWAY)	PNG BELOW BASE NISKU	100
M0787	JOFFRE	TWP 39 RGE 27 W4M SEC 36	ALL PNG TO BASE EDMONTON	25
M0788	JOFFRE	TWP 39 RGE 27 W4M PTN SW 33	ALL PNG BELOW BASE BELLY_RIVER TO BASE MANNVILLE EXCL PNG IN ELLERSLIE	100
M0788	JOFFRE	TWP 39 RGE 27 W4M PTN SW 33	PNG IN ELLERSLIE	3.5
M0789	JOFFRE	TWP 39 RGE 27 W4M PTN NW/4 33	ALL PNG IN ELLERSLIE	3.5
M0790	JOFFRE	TWP 39 RGE 26 W4M NW 33	NG TO BASE BELLY_RIVER	25
M0791	JOFFRE	TWP 39 RGE 27 W4M NE/4 33	ALL PNG IN ELLERSLIE	3.5
M0792	JOFFRE	TWP 39 RGE 27 W4M PTN NW/4 33 (79% MINERAL INTEREST)	ALL PNG IN ELLERSLIE	3.5
M0793	JOFFRE	TWP 39 RGE 27 W4M PTN NW/4 33 (8.333% MINERAL INTEREST)	ALL PNG IN ELLERSLIE	3.5
M0794	JOFFRE	TWP 39 RGE 27 W4M PTN NW/4 33 (8.333% MINERAL INTEREST)	ALL PNG IN ELLERSLIE	3.5
M0812	JOFFRE	TWP 39 RGE 27 W4M PTN NW/4 33 (8.333% MINERAL INTEREST)	ALL PNG IN ELLERSLIE	3.5
M0815	JOFFRE	TWP 39 RGE 27 W4M PTN SW/4 33, SE 33 (SW 33 55.4 HA)	ALL PNG IN ELLERSLIE	3.5

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0825	JOFFRE	TWP 39 RGE 27 W4M PTN NE, PTN NW SEC 13	PNG BELOW BASE NISKU	70
M0963	JOFFRE	TWP 39 RGE 27 W4M NW 24	PNG BELOW BASE MANNVILLE TO BASE NISKU	8.5462
M0983	JOFFRE	TWP 38 RGE 26 W4M SW SEC 31	PNG TO TOP NISKU EXCL PNG FROM BASE VIKING_ZONE TO BASE MANNVILLE	100
M0983	JOFFRE	TWP 38 RGE 26 W4M SW SEC 31	PNG BELOW BASE NISKU	100
M0983	JOFFRE	TWP 38 RGE 26 W4M SW SEC 31	PNG FROM BASE VIKING_ZONE TO BASE MANNVILLE	23.95833
M1125	JOFFRE	TWP 39 RGE 27 W4M SE/4 24	ALL PNG BELOW BASE OF MANNVILLE TO BASE OF NISKU	100
M1201	JOFFRE	TWP 39 RGE 26 W4M NE/4 33	ALL PNG FROM TOP NISKU TO BASE NISKU	50
M1201	JOFFRE	TWP 39 RGE 26 W4M NE/4 33	ALL NG TO BASE BELLY_RIVER	25
M1213	JOFFRE	TWP 39 RGE 26 W4M SW/4 30	PNG FROM BASE OF MANNVILLE TO BASE OF NISKU	40
M0607	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M SE SEC 11	PNG IN NISKU	100
M0607	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M LSD 4 SEC 12	PNG IN NISKU	100
M0608	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN SW SEC 1 (DESIGNATED AS RED DEER RIVER)	PNG IN NISKU	100
M0610	JOFFRE D-2 UNIT	TWP 38 RGE 26 W4M W SEC 30	PNG IN NISKU	100
M0612	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M NW SEC 24	PNG IN NISKU	100
M0613	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M SW SEC 24	PNG IN NISKU	100
M0614	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M NE SEC 24	PNG IN NISKU	100
M0615	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M SW SEC 14	PNG IN NISKU	100
M0616	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NW SEC 10	PNG IN NISKU	100
M0617	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M NE SEC 11	PNG IN NISKU	100
M0617	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M NW SEC 12	PNG IN NISKU	100
M0617	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M LSD 3, 5, 6 SEC 12	PNG IN NISKU	100
M0618	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M NW 36	PNG IN NISKU	100
M0619	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M NE SEC 26	PNG IN NISKU	100
M0620	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M SE SEC 22	PNG IN NISKU	100
M0621	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M LSD 12, 13 SEC 35	PNG IN NISKU	81.25051
M0622	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M SW SEC 13	PNG IN NISKU	100
M0622	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN SE SEC 13 (ALL THOSE PORTIONS OF THE SOUTH EAST QUARTER NOT COVERED BY ANY OF THE WATERS OF THE RED DEER RIVER AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP DATED 27 JUNE 1893)	PNG IN NISKU	100
M0623	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN SW SEC 1 (LYING EAST OF RED DEER RIVER)	PNG IN NISKU	100
M0623	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M SE SEC 1 (LYING EAST OF RED DEER RIVER)	PNG IN NISKU	100
M0624	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M SW SEC 26	PNG IN NISK (UNITIZED ZONE)	100
M0625	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M NW SEC 26	PNG IN NISKU	100
M0625	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M PTN NE SEC 27	PNG IN NISKU	100
M0626	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M NE SEC 1	PNG IN NISKU	100

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0626	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN NW SEC 1 (LYING WEST OF THE RED DEER RIVER) TWP 39 RGE 27 W4M PTN NW SEC 1 (LYING EAST OF THE RED DEER RIVER)	PNG IN NISKU	100
M0626	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN SW SEC 1 (LYING WEST OF THE RED DEER RIVER)	PNG IN NISKU	100
M0627	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M LSD 9, 10 SEC 35	PNG IN NISKU	100
M0628	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M SE SEC 23	PNG IN NISKU	100
M0629	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M NE SEC 23	PNG IN NISKU	100
M0630	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M LSD 15, 16 SEC 35	PNG IN NISKU	100
M0631	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M NW SEC 23	PNG IN NISKU	100
M0632	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M SE SEC 35	PNG IN NISKU	100
M0632	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M SW SEC 35	PNG IN NISKU	100
M0633	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M LSD 11, 14 SEC 35	PNG IN NISKU	81.25051
M0638	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NW SEC 20	PNG IN NISKU	100
M0639	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SW SEC 29	PNG IN NISKU	100
M0640	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M SW 23	PNG IN NISKU	100
M0641	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN NW SEC 1 (DESIGNATED AS RED DEER RIVER)	PNG IN NISKU	100
M0642	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SE SEC 20	PNG IN NISKU	100
M0643	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SW SEC 18	PNG IN NISKU	100
M0643	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NW SEC 18	PNG IN NISKU	100
M0644	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NW SEC 4	PNG IN NISKU	50
M0645	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NE SEC 4	PNG IN NISKU	100
M0647	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN NW 17 (LYING NORTH & WEST OF THE NORTHERLY & WESTERLY LIMITED OF SURVEYED ROAD)	PNG IN NISKU	75
M0648	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN NW SEC 17	PNG IN NISKU	75
M0649	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NE SEC 17	PNG IN NISKU	87.5
M0650	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M LSD 11,12,13 SEC 6	PNG IN NISKU	100
M0651	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M LSD 14 SEC 6	PNG IN NISKU	100
M0652	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NE SEC 18	PNG IN NISKU	100
M0653	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN SE SEC 18 (THAT PORTION DESIGNATED AS THE RED DEER RIVER)	PNG IN NISKU	50
M0654	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN SE SEC 18 (LYING SOUTH OF THE RED DEER RIVER)	PNG IN NISKU	50
M0654	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN SW SEC 9 (LYING WEST OF THE RIGHT BANK OF THE RED DEER RIVER)	PNG IN NISKU	100
M0654	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN NW SEC 9 (LYING WEST OF THE RIGHT BANK OF THE RED DEER RIVER)	PNG IN NISKU	100
M0655	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN SE 18 (LYING NORTH OF THE RED DEER RIVER)	PNG IN NISKU	50
M0657	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M SW 24	PNG IN NISKU	100
M0658	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M SE SEC 12	PNG IN NISKU	100
M0659	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M SW SEC 11	PNG IN NISKU	100

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0660	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M NE SEC 2	PNG IN NISKU	100
M0661	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M LSD 16 SEC 10	PNG IN NISKU	100
M0662	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M LSD 9,10,15 SEC 10	PNG IN NISKU	100
M0663	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M LSD 11,13,14 SEC 11	PNG IN NISKU	100
M0664	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M LSD 12 SEC 11	PNG IN NISKU	100
M0665	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M LSD 9,10,15 SEC 12	PNG IN NISKU	100
M0666	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M LSD 16 SEC 12	PNG IN NISKU	100
M0667	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M LSD 1,2,7 SEC 14	PNG IN NISKU	100
M0668	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M LSD 8 SEC 14	PNG IN NISKU	100
M0669	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M LSD 12 SEC 14	PNG IN NISKU	100
M0670	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M LSD 11,13,14 SEC 14	PNG IN NISKU	100
M0671	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SW 16	PNG IN NISKU	100
M0671	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SE 16	PNG IN NISKU	100
M0672	JOFFRE D-2 UNIT	TWP 38 RGE 26 W4M NW SEC 32	PNG IN NISKU	100
M0674	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M E SEC 5	PNG IN NISKU	100
M0675	JOFFRE D-2 UNIT	TWP 38 RGE 26 W4M NW SEC 31	PNG IN NISKU	100
M0675	JOFFRE D-2 UNIT	TWP 38 RGE 26 W4M NE SEC 31	PNG IN NISKU	100
M0675	JOFFRE D-2 UNIT	TWP 38 RGE 26 W4M SE SEC 31	PNG IN NISKU	100
M0676	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN NE 15	PNG IN NISKU	100
M0677	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M NW SEC 25	PNG IN NISKU	100
M0678	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN NE 15	PNG IN NISKU	100
M0679	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NW SEC 15	PNG IN NISKU	75
M0680	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NE SEC 9	PNG IN NISKU	50
M0681	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SW SEC 15	PNG IN NISKU	100
M0682	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SE 33	PNG IN NISKU (UNIT INTEREST)	0
M0683	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NE SEC 29	PNG IN NISKU	75
M0684	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SW SEC 28	PNG IN NISKU	75
M0684	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NW SEC 28	PNG IN NISKU	75
M0685	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NE SEC 28	PNG IN NISKU	75
M0686	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NW SEC 16	PNG IN NISKU	75
M0687	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SW SEC 20	PNG IN NISKU	75
M0688	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SW SEC 22	PNG IN NISKU	75
M0688	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NW SEC 22	PNG IN NISKU	75
M0689	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SE SEC 28	PNG IN NISKU	75
M0690	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SE SEC 29	PNG IN NISKU	75

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0691	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SW21	ALL PNG IN NISKU	25
M0691	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NW21	ALL PNG IN NISKU	25
M0692	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SW SEC 4	PNG IN NISKU	100
M0693	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN NE SEC 15 (PTN NOT COVERED BY BLINDMAN RIVER)	PNG IN NISKU	100
M0694	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN NE SEC 15 (PTN UNDERLYING BLINDMAN RIVER)	PNG IN NISKU	100
M0695	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M NE SEC 14	PNG IN NISKU	100
M0696	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M LSD 15 SEC 15 (PTN OF NE LYING NORTH OF THE WESTERLY BOUNDARY OF LAND TAKEN FOR PUBLIC ROADWAY)	PNG IN NISKU	100
M0704	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SE SEC 6	PNG IN NISKU	100
M0709	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NE SEC 16	PNG IN NISKU	50
M0720	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SW 33	PNG IN NISKU	100
M0721	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SE 22	PNG IN NISKU	100
M0722	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SE SEC 21 (UNDIVIDED 1/2 INTEREST)	PNG IN NISKU	100
M0722	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NE SEC 21 (UNDIVIDED 1/2 INTEREST)	PNG IN NISKU	100
M0723	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SE SEC 21 (UNDIVIDED 1/2 INTEREST)	PNG IN NISKU	100
M0723	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NE SEC 21 (UNDIVIDED 1/2 INTEREST)	PNG IN NISKU	100
M0724	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NE SEC 19	PNG IN NISKU (UNITIZED)	100
M0724	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN SW SEC 19	PNG IN NISKU	100
M0726	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SE SEC 8	PNG IN NISKU	100
M0726	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NW SEC 8	PNG IN NISKU	100
M0726	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NE SEC 8	PNG IN NISKU	100
M0726	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SW SEC 8	PNG IN NISKU	100
M0727	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M PTN SE SEC 26	PNG IN NISKU	100
M0728	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN SE SEC 15 (DESIGNATED AS BLIND MAN'S RIVER)	PNG IN NISKU	100
M0729	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M SE SEC 36	PNG IN NISKU	100
M0730	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN SE SEC 13 (DESIGNATED AS RED DEER RIVER)	PNG IN NISKU	100
M0731	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN SE SEC 9 (DESIGNATED AS RED DEER RIVER)	PNG IN NISKU	100
M0732	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN SW SEC 15 (LANDS NOT COVERED BY WATERS OF THE BLINDMAN RIVER, 389-389 LANDS NOT COVERED BY CALGARY AND EDMONTON RAILWAY)	PNG IN NISKU	100
M0734	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN SW SEC 15 (LANDS NOT COVERED BY WATERS OF THE BLINDMAN RIVER, LANDS NOT COVERED BY CALGARY AND EDMONTON RAILWAY)	PNG IN NISKU	100
M0736	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M LSD 10 SEC 6	PNG IN NISKU	100
M0737	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M NE SEC 36	PNG IN NISKU	100
M0738	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M LSD 9, 15, 16 SEC 6	PNG IN NISKU	100
M0739	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN SW SEC 7 (DESIGNATED AS RED DEER RIVER)	PNG IN NISKU	100
M0739	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M LSD 12 SEC 7 (DESIGNATED AS RED DEER RIVER)	PNG IN NISKU	100
M0740	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SW SEC 6	PNG IN NISKU	100

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0741	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M SW SEC 36	PNG IN NISKU	100
M0742	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN SW SEC 9 (DESIGNATED AS THE RED DEER RIVER)	PNG IN NISKU	100
M0742	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN NW SEC 9 (DESIGNATED AS THE RED DEER RIVER)	PNG IN NISKU	100
M0743	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M PTN SE SEC 34 (NOT COVERED BY THE RED DEER RIVER)	PNG IN NISKU (UNITIZED)	100
M0744	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M SE SEC 25	PNG IN NISKU	100
M0744	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M PTN SW SEC 25	PNG IN NISKU (63.89 HA)	100
M0745	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SW SEC 5	PNG IN NISKU	100
M0745	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NW SEC 5	PNG IN NISKU	100
M0746	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN NW SEC 7 (NOT COVERED BY THE WATERS OF THE RED DEER RIVER)	PNG IN NISKU	100
M0746	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M E 7	PNG IN NISKU	100
M0746	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN SW 7 (NOT COVERED BY THE WATERS OF THE RED DEER RIVER)	PNG IN NISKU	100
M0747	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN SW SEC 9	PNG IN NISKU	100
M0747	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN SE SEC 9	PNG IN NISKU	100
M0747	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN NW SEC 9	PNG IN NISKU	100
M0748	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M SE SEC 19	PNG IN NISKU	100
M0749	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M SE SEC 23	PNG IN NISKU	100
M0750	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M NE SEC 25	PNG IN NISKU	100
M0751	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN SE SEC 15 (LANDS NOT COVERED BY WATERS OF THE BLINDMAN RIVER)	PNG IN NISKU	100
M0752	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M PTN SW SEC 25	PNG IN NISKU (.809 HA)	100
M0753	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN SW SEC 19	PNG IN NISKU	100
M0754	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M PTN SW SEC 19	PNG IN NISKU	100
M0755	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M PTN SE SEC 26	PNG IN NISKU	100
M0756	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN SW SEC 15 (PORTION TAKEN FOR RIGHT-OF-WAY OF CALGARY AND EDMONTON RAILWAY)	PNG IN NISKU	100
M0757	JOFFRE D-2 UNIT	TWP 39 RGE 27 W4M PTN SE SEC 15 (PORTION TAKEN FOR RIGHT OF WAY OF THE CALGARY AND EDMONTON RAILWAY)	PNG IN NISKU	100
M0784	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M PTN NE/4 27 (PTN COVERED BY RED DEER RIVER)	ALL PNG IN NISKU	50
M0785	JOFFRE D-2 UNIT	TWP 38 RGE 27 W4M PTN SE/4 34 (PTN COVERED BY RED DEER RIVER)	ALL PNG IN NISKU	50
M0786	JOFFRE D-2 UNIT	TWP 39 RGE 26 W4M NE/4 20	ALL PNG IN NISKU	50
M0983	JOFFRE D-2 UNIT	TWP 38 RGE 26 W4M SW 31	PNG IN NISKU	100
M1156	LELAND	TWP 59 RGE 25 W5M 18	ALL PNG TO BASE BLUESKY-BULLHEAD (SURFACE RESTRICTIONS)	21
M0117	LEO	TWP 36 RGE 17 W4M LSD 9, 16 SEC 19 (1/2 INTEREST)	ALL PET FROM TOP SURFACE TO BASE BANFF EXCL PET IN EDMONTON	100
M0117	LEO	TWP 36 RGE 17 W4M LSD 9, 16 SEC 19 (1/2 INTEREST)	ALL PET FROM TOP SURFACE TO BASE BANFF EXCL PET IN EDMONTON	100
M0118	LEO	TWP 36 RGE 17 W4M LSD 9, 16 SEC 19 (1/2 INTEREST)	ALL PET FROM TOP SURFACE TO BASE BANFF EXCL PET IN EDMONTON	100
M0118	LEO	TWP 36 RGE 17 W4M LSD 9, 16 SEC 19 (1/2 INTEREST)	ALL PET FROM TOP SURFACE TO BASE BANFF EXCL PET IN EDMONTON	100
M0124	LEO	TWP 36 RGE 17 W4M NE 19	ALL NG TO BASE VIKING_ZONE (EXCL NG FROM COAL)	100

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0138	LEO	TWP 36 RGE 17 W4M LSDS 1-6, 9-14 SEC 18	ALL PNG FROM BASE BELLY_RIVER TO BASE MANNVILLE (EXCL 10-18-36-17-W4 WELL)	92.5
M0138	LEO	TWP 36 RGE 17 W4M LSDS 7, 8 SEC 18	ALL PNG FROM BASE BELLY_RIVER TO BASE MANNVILLE	100
M0138	LEO	TWP 36 RGE 17 W4M LSDS 15, 16 SEC 18	ALL PNG FROM BASE BELLY_RIVER TO BASE MANNVILLE	100
M0077	OBERLIN (Leahurst)	TWP 38 RGE 18 W4M SEC 4	ALL PNG TO BASE MANNVILLE	100
M2108	PENHOLD	TWP 36 RGE 28 W4M W 11	PNG TO BASE EDMONTON (EXCL WELLBORES FOR 100/08-11-036-28W4/00, 102/08-11-036-28W4/00 AND 102/14-11-36-28W4/00)	79.9
M2108	PENHOLD	TWP 36 RGE 28 W4M W 11	(WELLBORES FOR 100/08-11-036-28W4/00, 102/08-11-036-28W4/00 AND 102/14-11-36-28W4/00)	100
M2119	PENHOLD	TWP 36 RGE 28 W4M NW 26	PNG BELOW BASE EDMONTON TO BASE VIKING_ZONE	19.166705
M2119	PENHOLD	TWP 36 RGE 28 W4M NW 26	PNG BELOW BASE GLAUCONITIC_SS TO TOP PALEOZOIC	15.572947
M2119	PENHOLD	TWP 36 RGE 28 W4M NW 26	PNG BELOW TOP PALEOZOIC	0
M2119	PENHOLD	TWP 36 RGE 28 W4M NW 26	PNG BELOW BASE VIKING_ZONE TO BASE GLAUCONITIC_SS	15.572947
M2119	PENHOLD	TWP 36 RGE 28 W4M NW 26	(100/14-26-036-28 W4M WELLBORE)	100
M2119	PENHOLD	TWP 36 RGE 28 W4M NW 26	PNG TO BASE EDMONTON (EXCL 100/08-26-036-28W4/00, 100/14-26-036-28W4/00 & 100/16-26-036-28W4/00 WELLBORES)	30.30325
M2119	PENHOLD	TWP 36 RGE 28 W4M NW 26	(100/08-26-036-28 W4M WELLBORE)	100
M2119	PENHOLD	TWP 36 RGE 28 W4M NW 26	(100/16-26-036-28 W4M WELLBORE)	100
M2121	PENHOLD	TWP 36 RGE 28 W4M SE 15	ALL PNG EXCL NG TO BASE EDMONTON	100
M2121	PENHOLD	TWP 36 RGE 28 W4M SE 15	NG TO BASE EDMONTON	97.5
M2134	PENHOLD	TWP 36 RGE 28 W4M LSD 11,12 SEC 13	PNG TO BASE MANNVILLE EXCL NG IN ELLERSLIE	17.6561595
M2134	PENHOLD	TWP 36 RGE 28 W4M LSD 11,12 SEC 13	NG IN ELLERSLIE	95.83334
M2134	PENHOLD	TWP 36 RGE 28 W4M LSD 11,12 SEC 13	PNG BELOW BASE MANNVILLE	4.5732
M2137	PENHOLD	TWP 36 RGE 28 W4M NE 11 (EXCLUDING PRODUCTION FROM PENALTY WELL 100/16-11-036-28W4)	PNG BELOW BASE EDMONTON TO BASE VIKING_ZONE (EXCLUDING PRODUCTION FROM PENALTY WELL 100/16-11-036-28W4)	33.3334
M2137	PENHOLD	TWP 36 RGE 28 W4M SE 11	PNG BELOW BASE EDMONTON TO BASE VIKING_ZONE	33.3334
M2137	PENHOLD	TWP 36 RGE 28 W4M SE 11	PNG IN BASAL_QUARTZ_A; PNG IN BASAL_QUARTZ_C;	77.0087
M2137	PENHOLD	TWP 36 RGE 28 W4M NW 14	PNG BELOW BASE EDMONTON TO BASE VIKING_ZONE	19.166705
M2137	PENHOLD	TWP 36 RGE 28 W4M SW 14	PNG BELOW BASE EDMONTON TO BASE VIKING_ZONE	33.3334
M2137	PENHOLD	TWP 36 RGE 28 W4M N & SW 24	PNG TO BASE EDMONTON (EXCLUDING 100/02-24-036-28 W4M, 102/05-24-036-28 W4M, 102/14-24-036-28 W4M AND 102/16-24-036-28 W4M WELLBORES)	28.8936
M2137	PENHOLD	TWP 36 RGE 28 W4M SW 14	PNG IN VIKING_ZONE	33.3334
M2137	PENHOLD	TWP 36 RGE 28 W4M N & SW 24	(100/02-24-036-28 W4M WELLBORE)	86.1662
M2137	PENHOLD	TWP 36 RGE 28 W4M SE 11	PNG BELOW BASE VIKING_ZONE TO BASE MANNVILLE EXCL PNG IN BASAL_QUARTZ_A EXCL PNG IN BASAL_QUARTZ_C EXCL PNG IN OSTRACOD_ZONE	65.6667
M2137	PENHOLD	TWP 36 RGE 28 W4M N & SW 24	PNG BELOW BASE EDMONTON TO BASE VIKING_ZONE	18.5768
M2137	PENHOLD	TWP 36 RGE 28 W4M E 11	PNG TO BASE EDMONTON (EXCL WELLBORES FOR 100/06-11-036-28W4/00, 102/08-11-036-28W4/00 AND 102/14-11-36-28W4/00)	79.9
M2137	PENHOLD	TWP 36 RGE 28 W4M E 11	(WELLBORES FOR 100/06-11-036-28W4/00, 102/08-11-036-28W4/00 AND 102/14-11-36-28W4/00)	100
M2137	PENHOLD	TWP 36 RGE 28 W4M SW 14	PET TO BASE EDMONTON	43.6287
M2137	PENHOLD	TWP 36 RGE 28 W4M NW 14	PET TO BASE EDMONTON	25.511602

SCHEDULE B

DEL Canada GP Ltd.

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Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M2137	PENHOLD	TWP 36 RGE 28 W4M SW 14	NG TO BASE EDMONTON	94.062
M2137	PENHOLD	TWP 36 RGE 28 W4M NW 14	NG TO BASE EDMONTON	94.062
M2137	PENHOLD	TWP 36 RGE 28 W4M N & SW 24	(102/14-24-036-28 W4M WELLBORE)	63.147
M2137	PENHOLD	TWP 36 RGE 28 W4M N & SW 24	(102/16-24-036-28 W4M WELLBORE)	66.1662
M2137	PENHOLD	TWP 36 RGE 28 W4M N & SW 24	(102/05-24-036-28 W4M WELLBORE)	66.1662
M2137	PENHOLD	TWP 36 RGE 28 W4M NE 11	PNG BELOW BASE EDMONTON TO BASE VIKING_ZONE	91.6667
M2139	PENHOLD	TWP 37 RGE 28 W4M W 4	PNG TO BASE EDMONTON (EXCLUDING 100/08-04-037-28 W4M AND 102/03-04-037-28 W4M WELLBORES)	15.625
M2139	PENHOLD	TWP 37 RGE 28 W4M W 4	PNG BELOW BASE EDMONTON TO BASE MANNVILLE	12.5
M2139	PENHOLD	TWP 37 RGE 28 W4M W 4	(100/08-04-037-28 W4M WELLBORE)	100
M2139	PENHOLD	TWP 37 RGE 28 W4M W 4	(102/03-04-037-28 W4M WELLBORE)	12.5
M2146	PENHOLD	TWP 36 RGE 28 W4M SEC 32	PNG TO BASE MANNVILLE	31.965
M2152	PENHOLD	TWP 36 RGE 28 W4M SW 1	PNG TO BASE BELLY_RIVER	96.5
M2152	PENHOLD	TWP 36 RGE 28 W4M SW 1	NG IN DETRITAL_SAND; NG IN ELLERSLIE	96.5
M2152	PENHOLD	TWP 36 RGE 28 W4M SW 1	PNG BELOW BASE BELLY_RIVER EXCL NG IN DETRITAL_SAND	96.5
M2154	PENHOLD	TWP 36 RGE 27 W4M NW 5	ALL PNG TO BASE BANFF	96.25
M2154	PENHOLD	TWP 36 RGE 27 W4M NW 5	ALL PNG BELOW BASE BANFF	90.625
M2155	PENHOLD	TWP 36 RGE 27 W4M NE 5	ALL NG TO BASE BANFF	96.25
M2155	PENHOLD	TWP 36 RGE 27 W4M NE 5	ALL NG BELOW BASE BANFF	90.625
M2156	PENHOLD	TWP 36 RGE 27 W4M SW 5	ALL NG TO BASE BANFF	96.25
M2156	PENHOLD	TWP 36 RGE 27 W4M SW 5	ALL NG BELOW BASE BANFF	90.625
M2157	PENHOLD	TWP 36 RGE 27 W4M SE 5	ALL PNG TO BASE BANFF	96.25
M2157	PENHOLD	TWP 36 RGE 27 W4M SE 5	ALL PNG BELOW BASE BANFF	90.625
M2166	PENHOLD	TWP 36 RGE 28 W4M SW 35	PNG TO BASE BANFF	73.334
M2166	PENHOLD	TWP 36 RGE 28 W4M SW 35	PNG BELOW BASE BANFF	100
M2177	PENHOLD	TWP 36 RGE 27 W4M NE 9	PNG TO BASE LEDUC	74.667
M2177	PENHOLD	TWP 36 RGE 27 W4M NE 9	PNG BELOW BASE LEDUC	100
M2178	PENHOLD	TWP 36 RGE 27 W4M SE 9	PNG TO BASE LEDUC	74.667
M2178	PENHOLD	TWP 36 RGE 27 W4M SE 9	PNG BELOW BASE LEDUC	100
M2185	PENHOLD	TWP 36 RGE 28 W4M SE 13	NG IN ELLERSLIE (UND 1/2 INT)	95.83334
M2185	PENHOLD	TWP 36 RGE 28 W4M SE 13	PNG FROM TOP SURFACE TO BASE BANFF EXCL PNG IN VIKING_B	95.83334
M2185	PENHOLD	TWP 36 RGE 28 W4M SE 13	PNG IN VIKING_B (UND 1/2 INT)	95.83334
M2185	PENHOLD	TWP 36 RGE 28 W4M SE 13	PNG BELOW BASE BANFF (UND 1/2 INT)	95.83334
M2186	PENHOLD	TWP 36 RGE 28 W4M SE 13	PNG FROM TOP SURFACE TO BASE BANFF EXCL PNG IN VIKING_B	95.83334
M2186	PENHOLD	TWP 36 RGE 28 W4M SE 13	PNG BELOW BASE BANFF (UND 1/2 INT)	95.83334
M2186	PENHOLD	TWP 36 RGE 28 W4M SE 13	PNG IN VIKING_B (UND 1/2 INT)	95.83334

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M2186	PENHOLD	TWP 36 RGE 28 W4M SE 13	NG IN ELLERSLIE (UND 1/2 INT)	95.83334
M2202	PENHOLD	TWP 36 RGE 27 W4M NE 31	ALL PNG EXCL NG FROM TOP SURFACE TO BASE LOWER_MANNVILLE	100
M2202	PENHOLD	TWP 36 RGE 27 W4M NE 31	NG TO BASE LOWER_MANNVILLE	87.5
M2203	PENHOLD	TWP 36 RGE 27 W4M SW 31	ALL PNG EXCL NG TO BASE LOWER_MANNVILLE	100
M2203	PENHOLD	TWP 36 RGE 27 W4M SW 31	NG TO BASE LOWER_MANNVILLE	87.5
M2107	PENHOLD	TWP 36 RGE 28 W4M S 29	PNG TO BASE EDMONTON	100
M2111	PENHOLD	TWP 36 RGE 28 W4M N 29	PNG TO BASE EDMONTON	100
M2311	PENHOLD	TWP 36 RGE 28 W4M PTN SEC 17	ALL PNG TO BASE VIKING_ZONE	100
M2117	PENHOLD	TWP 36 RGE 28 W4M SW 26	PNG BELOW BASE EDMONTON TO BASE VIKING_ZONE	19.166705
M2117	PENHOLD	TWP 36 RGE 28 W4M SW 26	PNG BELOW BASE GLAUCONITIC_SS TO TOP PALEOZOIC	15.572947
M2117	PENHOLD	TWP 36 RGE 28 W4M SW 26	PNG BELOW TOP PALEOZOIC	0
M2117	PENHOLD	TWP 36 RGE 28 W4M SW 26	PNG BELOW BASE VIKING_ZONE TO BASE GLAUCONITIC_SS	15.572947
M2117	PENHOLD	TWP 36 RGE 28 W4M SW 26	(100/14-26-036-28 W4M WELLBORE)	100
M2117	PENHOLD	TWP 36 RGE 28 W4M SW 26	PNG TO BASE EDMONTON (EXCL 100/08-26-036-28W4/00, 100/14-26-036-28W4/00 AND 100/16-26-036-28W4/00 WELLBORES)	30.30325
M2117	PENHOLD	TWP 36 RGE 28 W4M SW 26	(100/08-26-036-28 W4M WELLBORES)	100
M2117	PENHOLD	TWP 36 RGE 28 W4M SW 26	(100/16-26-036-28 W4M WELLBORE)	100
M2118	PENHOLD	TWP 36 RGE 28 W4M SE 26	PNG BELOW BASE EDMONTON TO BASE VIKING_ZONE	19.166705
M2118	PENHOLD	TWP 36 RGE 28 W4M SE 26	PNG BELOW BASE GLAUCONITIC_SS TO TOP PALEOZOIC	15.572947
M2118	PENHOLD	TWP 36 RGE 28 W4M SE 26	PNG BELOW TOP PALEOZOIC	0
M2118	PENHOLD	TWP 36 RGE 28 W4M SE 26	PNG BELOW BASE VIKING_ZONE TO BASE GLAUCONITIC_SS	15.572947
M2118	PENHOLD	TWP 36 RGE 28 W4M SE 26	(100/14-26-036-28 W4M WELLBORE)	100
M2118	PENHOLD	TWP 36 RGE 28 W4M SE 26	PNG TO BASE EDMONTON (EXCL 100/08-26-036-28 W4/00, 100/14-26-036-28W4/00 & 100/16-26-036-28W4/00 WELLBORES)	30.30325
M2118	PENHOLD	TWP 36 RGE 28 W4M SE 26	(100/08-26-036-28 W4M WELLBORE)	100
M2118	PENHOLD	TWP 36 RGE 28 W4M SE 26	(100/16-26-036-28 W4M WELLBORE)	100
M2120	PENHOLD	TWP 36 RGE 28 W4M NE 15	ALL PNGEXCL NG TO BASE EDMONTON	100
M2120	PENHOLD	TWP 36 RGE 28 W4M NE 15	NG TO BASE EDMONTON	97.5
M2126	PENHOLD	TWP 37 RGE 28 W4M NE 4	PNG TO BASE EDMONTON (EXCL 100-08-04-037-28W4/00 AND 102/03-04-037-28 W4M WELLBORES)	15.625
M2126	PENHOLD	TWP 37 RGE 28 W4M NE 4	PNG BELOW BASE EDMONTON TO BASE MANNVILLE (UND 1/5 INT)	12.5
M2126	PENHOLD	TWP 37 RGE 28 W4M NE 4	(100/08-04-037-28W4/00 WELLBORE) (UND 1/5 INT)	100
M2126	PENHOLD	TWP 37 RGE 28 W4M NE 4	(102/03-04-037-28 W4M WELLBORE ONLY) (UND 1/5 INT)	12.5
M2126	PENHOLD	TWP 37 RGE 28 W4M NE 4	PNG BELOW BASE MANNVILLE (UND 1/5 INT)	4.16665
M2129	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	PNG TO BASE MANNVILLE EXCL NG IN ELLERSLIE	17.6561595
M2129	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	NG IN ELLERSLIE (UND 1/5 INT)	95.83334
M2129	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	PNG BELOW BASE MANNVILLE (UND 1/5 INT)	4.5732

SCHEDULE B

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Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M2130	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	PNG TO BASE MANNVILLE EXCL NG IN ELLERSLIE	17.6561595
M2130	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	NG IN ELLERSLIE (UND 1/5 INT)	95.83334
M2130	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	PNG BELOW BASE MANNVILLE (UND 1/5 INT)	4.5732
M2131	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	PNG TO BASE MANNVILLE EXCL NG IN ELLERSLIE	17.6561595
M2131	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	NG IN ELLERSLIE (UND 1/5 INT)	95.83334
M2131	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	PNG BELOW BASE MANNVILLE (UND 1/5 INT)	4.5732
M2132	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	PNG TO BASE MANNVILLE EXCL NG IN ELLERSLIE	17.6561595
M2132	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	NG IN ELLERSLIE (UND 1/5 INT)	95.83334
M2132	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	PNG BELOW BASE MANNVILLE (UND 1/5 INT)	4.5732
M2133	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	PNG TO BASE MANNVILLE EXCL NG IN ELLERSLIE	17.6561595
M2133	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	NG IN ELLERSLIE (UND 1/5 INT)	95.83334
M2133	PENHOLD	TWP 36 RGE 28 W4M LSD 13,14 SEC 13	PNG BELOW BASE MANNVILLE (UND 1/5 INT)	4.5732
M2135	PENHOLD	TWP 36 RGE 28 W4M NE 26	PNG BELOW BASE EDMONTON TO BASE VIKING_ZONE	19.166705
M2135	PENHOLD	TWP 36 RGE 28 W4M NE 26	(100/14-26-036-28 W4M WELLBORE)	100
M2135	PENHOLD	TWP 36 RGE 28 W4M NE 26	PNG TO BASE EDMONTON (EXCL 100/08-26-036-28W4/00, 100/14-26-036-28W4/00 & 100/16-26-036-28W4/00 WELLBORES)	30.30325
M2135	PENHOLD	TWP 36 RGE 28 W4M NE 26	(100/08-26-036-28 W4M WELLBORE)	100
M2135	PENHOLD	TWP 36 RGE 28 W4M NE 26	(100/16-26-036-28 W4M WELLBORE)	100
M2136	PENHOLD	TWP 36 RGE 28 W4M NE 26	PNG BELOW BASE GLAUCONITIC_SS TQ BASE MANNVILLE	15.572947
M2136	PENHOLD	TWP 36 RGE 28 W4M NE 26	PNG BELOW BASE VIKING_ZONE TO BASE GLAUCONITIC_SS	15.572947
M2138	PENHOLD	TWP 37 RGE 28 W4M SE 4	PNG TO BASE EDMONTON (EXCL 100/08-04-03728W4/00 AND 102/03-04-037-28 W4M WELLBORES)	15.625
M2138	PENHOLD	TWP 37 RGE 28 W4M SE 4	PNG BELOW BASE EDMONTON TO BASE MANNVILLE	12.5
M2138	PENHOLD	TWP 37 RGE 28 W4M SE 4	(100/08-04-037-28W4/00 WELLBORE)	100
M2138	PENHOLD	TWP 37 RGE 28 W4M SE 4	(102/03-04-037-28W4M WELLBORE)	12.5
M2149	PENHOLD	TWP 36 RGE 28 W4M SE 1	PNG TO BASE BELLY_RIVER	96.5
M2149	PENHOLD	TWP 36 RGE 28 W4M SE 1	NG IN DETRITAL_SAND; NG IN ELLERSLIE	88.5
M2149	PENHOLD	TWP 36 RGE 28 W4M SE 1	PNG BELOW BASE BELLY_RIVER EXCL NG IN DETRITAL_SAND	100
M2150	PENHOLD	TWP 36 RGE 28 W4M NW 1	PNG TO BASE BELLY_RIVER	96.5
M2150	PENHOLD	TWP 36 RGE 28 W4M NW 1	PET IN OSTRACOD_ZONE; PET IN BASAL_QUARTZ;	88.5
M2150	PENHOLD	TWP 36 RGE 28 W4M NW 1	PNG BELOW BASE MANNVILLE	95
M2150	PENHOLD	TWP 36 RGE 28 W4M NW 1	PNG BELOW BASE BELLY_RIVER TO BASE MANNVILLE EXCL PET IN OSTRACOD_ZONE	86
M2151	PENHOLD	TWP 36 RGE 28 W4M NE 1	PNG TO BASE BELLY_RIVER	96.5
M2151	PENHOLD	TWP 36 RGE 28 W4M NE 1	NG IN DETRITAL_SAND; NG IN ELLERSLIE	88.5
M2151	PENHOLD	TWP 36 RGE 28 W4M NE 1	PNG BELOW BASE BELLY_RIVER EXCL NG IN DETRITAL_SAND	100
M2164	PENHOLD	TWP 36 RGE 28 W4M PTN NE 35	PNG TO BASE BANFF (UND 83.33% INT)	73.334

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M2164	PENHOLD	TWP 36 RGE 28 W4M PTN NE 35	PNG BELOW BASE BANFF	100
M2165	PENHOLD	TWP 36 RGE 28 W4M PTN NE 35	PNG TO BASE BANFF (UND 16.67% INT)	73.334
M2165	PENHOLD	TWP 36 RGE 28 W4M PTN NE 35	PNG BELOW BASE BANFF	100
M2167	PENHOLD	TWP 36 RGE 28 W4M PTN NE 35	PNG TO BASE BANFF	73.334
M2167	PENHOLD	TWP 36 RGE 28 W4M PTN NE 35	PNG BELOW BASE BANFF	100
M2170	PENHOLD	TWP 36 RGE 28 W4M NW 35	PNG BELOW BASE BANFF (UND 1/2 INT)	100
M2171	PENHOLD	TWP 36 RGE 28 W4M NW 35	PNG TO BASE BANFF (UND 50% INT)	73.334
M2171	PENHOLD	TWP 36 RGE 28 W4M NW 35	PNG BELOW BASE BANFF	100
M2176	PENHOLD (Cygnet)	TWP 37 RGE 28 W4M NW 27	PET TO BASE MANNVILLE	90
M2176	PENHOLD (Cygnet)	TWP 37 RGE 28 W4M PTN SE 27, NE 27	PET TO BASE MANNVILLE	100
M2176	PENHOLD (Cygnet)	TWP 37 RGE 28 W4M NW 27, PTN NE 27, PTN SE 27	PNG BELOW BASE MANNVILLE	100
M2179	PENHOLD	TWP 37 RGE 28 W4M PTN SW 9	PNG IN GLAUCONITIC_SS	74
M2179	PENHOLD	TWP 37 RGE 28 W4M PTN SW 9	PNG TO BASE MANNVILLE EXCL PNG IN GLAUCONITIC_SS	67.33334
M2179	PENHOLD	TWP 37 RGE 28 W4M PTN SW 9	PNG BELOW BASE MANNVILLE	100
M2181	PENHOLD	TWP 36 RGE 27 W4M NW 9	PNG TO BASE LEDUC	74.667
M2181	PENHOLD	TWP 36 RGE 27 W4M NW 9	PNG BELOW BASE LEDUC	100
M2182	PENHOLD	TWP 36 RGE 27 W4M SW 9	PNG TO BASE LEDUC	74.667
M2182	PENHOLD	TWP 36 RGE 27 W4M SW 9	PNG BELOW BASE LEDUC	100
M2200	PENHOLD	TWP 36 RGE 28 W4M SW 13	NG IN ELLERSLIE	95.83334
M2200	PENHOLD	TWP 36 RGE 28 W4M SW 13	PNG TO BASE MANNVILLE EXCL NG IN ELLERSLIE	16.0867238
M2200	PENHOLD	TWP 36 RGE 28 W4M SW 13	PNG BELOW BASE MANNVILLE	4.1667
M2223	PENHOLD	TWP 36 RGE 28 W4M NE 13	ALL PNG (EXCL PNG IN VIKING "B" & NG IN ELLERSLIE)	100
M2223	PENHOLD	TWP 36 RGE 28 W4M NE 13	NG IN ELLERSLIE	95.83334
M2227	PENHOLD (Tindastoll)	TWP 36 RGE 27 W4M NW 31, SE 31	ALL PNG EXCL NG TO BASE MANNVILLE	75
M2227	PENHOLD (Tindastoll)	TWP 36 RGE 27 W4M NW 31, SE 31	NG TO BASE MANNVILLE	87.5
M2227	PENHOLD	TWP 36 RGE 27 W4M NW 31, SE 31	ALL PNG EXCL NG TO BASE MANNVILLE	75
M2227	PENHOLD	TWP 36 RGE 27 W4M NW 31, SE 31	NG TO BASE MANNVILLE	87.5
M2198	PENHOLD (Cygnet)	TWP 38 RGE 28 W4M SE 5	ALL PNG	36.25
M2210	PENHOLD (Cygnet)	TWP 38 RGE 28 W4M PTN NW 12	NG TO TOP VIKING_ZONE	7.0875
M2210	PENHOLD (Cygnet)	TWP 38 RGE 28 W4M PTN NW 12	PNG IN VIKING_ZONE (EXCLUDING ABANDONMENT COSTS FOR 11-12-38-28-W4M VIKING)	83.36
M2210	PENHOLD (Cygnet)	TWP 38 RGE 28 W4M PTN NW 12	PNG BELOW BASE VIKING_ZONE TO TOP BANFF EXCL PNG IN MANNVILLE	83.36
M2210	PENHOLD (Cygnet)	TWP 38 RGE 28 W4M PTN NW 12	PNG IN BANFF	7.0875
M2210	PENHOLD (Cygnet)	TWP 38 RGE 28 W4M PTN NW 12	PNG IN MANNVILLE (AND ABANDONMENT COSTS FOR 100/11-12- 38-28-W4/00) (VIKING)	100
M2210	PENHOLD (Cygnet)	TWP 38 RGE 28 W4M PTN NW 12	PET TO TOP VIKING_ZONE	7.0875
M2215	PENHOLD	TWP 35 RGE 28 W4M SEC 36	PNG TO BASE EDMONTON	100

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M1124	STANMORE	TWP 28 RGE 11 W4M SE 4 (TRACT #1) TWP 28 RGE 11 W4M N & SW 4 (TRACT #2)	(TRACT #1 ALL PNG FROM TOP SURFACE TO BASE LEA_PARK EXCL CBM)	85
M1158	STANMORE	TWP 28 RGE 10 W4M 14	ALL PNG BELOW BASE MANNVILLE TO BASE BANFF	100
M1215	STETTLER (Leahurst)	TWP 39 RGE 19 W4M SEC 12 (EXCL. PRODUCTION FROM 100/14-12-039-19W4)	PNG FROM BASE VIKING_ZONE TO BASE MANNVILLE	100
M1215	STETTLER (Leahurst)	TWP 39 RGE 19 W4M SEC 12 (PRODUCTION FROM 100/14-12-039-19W4)	PNG FROM BASE VIKING_ZONE TO BASE MANNVILLE	100
M1215	STETTLER (Leahurst)	TWP 39 RGE 19 W4M 11	PNG FROM BASE VIKING_ZONE TO BASE MANNVILLE (EXCL 100/10-11-039-19W4M WELLBORE)	78.75
M1215	STETTLER (Leahurst)	TWP 39 RGE 19 W4M 11	(100/10-11-039-19W4M WELLBORE ONLY)	100
M1217	STETTLER (Leahurst)	TWP 39 RGE 19 W4M SE/4 26 (UNDIVIDED 1/4 INTEREST - 25% MINERAL INTEREST)	ALL PNG FROM TOP SURFACE TO BASE BASEMENT EXCL NG FROM TOP SURFACE TO BASE MANNVILLE	100
M1217	STETTLER (Leahurst)	TWP 39 RGE 19 W4M SE/4 26 (UNDIVIDED 1/4 - 25% MINERAL INTEREST)	ALL NG FROM TOP SURFACE TO BASE BASEMENT (POOLED) EXCL CBM	68.75
M1218	STETTLER (Leahurst)	TWP 39 RGE 19 W4M SE26 (UNDIVIDED 1/4 - 25% MINERAL INTEREST)	ALL PNG FROM TOP SURFACE TO BASE BASEMENT EXCL. ALL NG FROM TOP SURFACE TO BASE MANNVILLE	100
M1218	STETTLER (Leahurst)	TWP 39 RGE 19 W4M SE26 (UNDIVIDED 1/4 - 25% MINERAL INTEREST)	ALL NG FROM TOP SURFACE TO BASE MANNVILLE (POOLED) EXCL CBM	68.75
M1219	STETTLER (Leahurst)	TWP 39 RGE 19 W4M SE26 (UNDIVIDED 1/4 - 25% MINERAL INTEREST)	ALL PNG FROM TOP SURFACE TO BASE BASEMENT EXCL. NG FROM TOP SURFACE TO BASE MANNVILLE	100
M1219	STETTLER (Leahurst)	TWP 39 RGE 19 W4M SE26 (UNDIVIDED 1/4 - 25% MINERAL INTEREST)	ALL NG FROM TOP SURFACE TO BASE MANNVILLE (POOLED) EXCL CBM	68.75
M1247	STETTLER (Leahurst)	TWP 39 RGE 19 W4M SEC 10	PNG FROM TOP SURFACE TO BASE MANNVILLE	78.75
M1254	STETTLER (Leahurst)	TWP 39 RGE 19 W4M SEC 22	PNG TO BASE MANNVILLE	100
M1296	STETTLER (Leahurst)	TWP 39 RGE 19 W4M SE26 (UNDIVIDED 1/4 - 25% MINERAL INTEREST)	ALL NG FROM TOP SURFACE TO BASE MANNVILLE EXCL CBM	68.75
M1214	STETTLER (Stettler North)	TWP 38 RGE 20 W4M SEC 34	PNG FROM BASE BELLY_RIVER TO BASE MANNVILLE	100
M0771	THREE HILLS (Twining)	TWP 31 RGE 23 W4M E/2 9	ALL PNG FROM TOP OSTRACOD_ZONE TO BASE PEKISKO EXCL PNG IN OSTRACOD_ZONE	100
M0771	THREE HILLS (Twining)	TWP 31 RGE 23 W4M E/2 9 (UNITIZED)	ALL PNG IN OSTRACOD_ZONE	100
M0772	THREE HILLS (Twining)	TWP 31 RGE 23 W4M SW/4 9	ALL PNG FROM TOP OSTRACOD_ZONE TO BASE PEKISKO EXCL PNG IN OSTRACOD_ZONE	100
M0772	THREE HILLS (Twining)	TWP 31 RGE 23 W4M SW/4 9 (UNITIZED)	ALL PNG IN OSTRACOD_ZONE	100
M0773	THREE HILLS (Twining)	TWP 31 RGE 23 W4M NW/4 9	ALL PNG FROM TOP OSTRACOD_ZONE TO BASE MANNVILLE EXCL PNG IN OSTRACOD_ZONE	100
M0773	THREE HILLS (Twining)	TWP 31 RGE 23 W4M NW/4 9 (UNITIZED)	ALL PNG IN OSTRACOD_ZONE	100
M0770	THREE HILLS (Twining)	TWP 31 RGE 23 W4M SEC 5	ALL PNG FROM TOP OSTRACOD_ZONE TO BASE MANNVILLE EXCL PNG IN OSTRACOD_ZONE	100
M0770	THREE HILLS (Twining)	TWP 31 RGE 23 W4M SEC 5 (UNITIZED)	ALL PNG IN OSTRACOD_ZONE	100
M0774	THREE HILLS (Twining)	TWP 31 RGE 23 W4M NW/4 15	ALL PNG FROM BASE MANNVILLE TO BASE PEKISKO	100
M0776	THREE HILLS (Twining)	TWP 31 RGE 23 W4M W/2 10	ALL PNG FROM TOP OSTRACOD_ZONE TO BASE LOWER_MANNVILLE (EXCL NG IN MIDDLE_MANNVILLE)	100
M0776	THREE HILLS (Twining)	TWP 31 RGE 23 W4M W/2 10 (UNITIZED)	ALL PNG IN OSTRACOD_ZONE	100
M0777	THREE HILLS (Twining)	TWP 31 RGE 23 W4M 4	ALL PNG FROM BASE OSTRACOD_ZONE TO BASE MANNVILLE (EXCL NG IN MIDDLE_MANNVILLE)	50
M0777	THREE HILLS (Twining)	TWP 31 RGE 23 W4M N/2 4 (UNITIZED) TWP 31 RGE 23 W4M SW/4 4	ALL PNG IN OSTRACOD_ZONE	100
M0778	THREE HILLS (Twining)	TWP 31 RGE 23 W4M SE/4 8 (UNITIZED)	ALL PNG IN OSTRACOD_ZONE	100
M0779	THREE HILLS (Twining)	TWP 31 RGE 23 W4M E/2 10	ALL PNG FROM TOP OSTRACOD_ZONE TO BASE MANNVILLE (EXCL NG IN MIDDLE_MANNVILLE)	100
M0779	THREE HILLS (Twining)	TWP 31 RGE 23 W4M E/2 10 (POOLED)	NG IN MIDDLE_MANNVILLE	75
M0779	THREE HILLS (Twining)	TWP 31 RGE 23 W4M E/2 15	ALL PNG FROM BASE MANNVILLE TO BASE PEKISKO	100
M0779	THREE HILLS (Twining)	TWP 31 RGE 23 W4M E/2 15	ALL PNG IN OSTRACOD_ZONE (1577.3-1615.3 MKB)	100

SCHEDULE B

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Operated Properties

Lease File	Area	Land Description	Mineral Rights	Working Interest
M0779	THREE HILLS (Twining)	TWP 31 RGE 23 W4M SW/4 14	ALL PNG IN OSTRACOD_ZONE (1577.3-1615.3 MKB)	100
M0780	THREE HILLS (Twining)	TWP 31 RGE 23 W4M SW/4 15	ALL PNG FROM TOP OSTRACOD_ZONE TO BASE PEKISKO	100
M0782	THREE HILLS (Twining)	TWP 31 RGE 23 W4M SEC 5	ALL PNG BELOW BASE MANNVILLE TO BASE PEKISKO	100
M0783	THREE HILLS (Twining)	TWP 31 RGE 23 W4M NW/4 9	ALL PNG BELOW BASE MANNVILLE TO BASE PEKISKO	100
M1893	WATTS (Coyote)	TWP 30 RGE 16 W4M SEC 9	(AS TO THE 7-9-30-16W4M WELLBORE ONLY- OSTRACOD ZONE)	50
M1894	WATTS (Coyote)	TWP 30 RGE 16 W4M SEC 9	PNG IN MANNVILLE EXCL PNG IN OSTRACOD_ZONE	25

SCHEDULE C
DEL Canada GP Ltd.
Purchase & Sale Agreement - Canadian Oil & Gas International inc.
Non-Operated Wells

Well	WI (%)	Area	Status	Licensee
00/06-25-086-12W6/0	15.000	Boundary Lake	Producing	ENERCAPITA ENERGY LTD.
00/12-25-086-12W6/0	15.000	Boundary Lake	Producing	ENERCAPITA ENERGY LTD.
00/10-19-086-11W6/0	9.375	Boundary Lake	Suspended	ENERCAPITA ENERGY LTD.
00/10-25-086-12W6/0	15.000	Boundary Lake	Suspended	ENERCAPITA ENERGY LTD.
00/04-14-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-14-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-14-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-14-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/04-15-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-15-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-15-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-15-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-15-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-15-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-16-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-16-023-11W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/06-16-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-16-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/09-16-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-16-023-11W4/0	12.718	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/13-16-023-11W4/0	12.718	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-16-023-11W4/0	12.718	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-16-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-17-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-17-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/06-17-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-17-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-17-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-17-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-19-023-11W4/0	12.718	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-19-023-11W4/0	12.718	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-20-023-11W4/0	12.718	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/04-20-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-20-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-20-023-11W4/0	12.718	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-20-023-11W4/0	12.019	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-20-023-11W4/0	12.019	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-21-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/03-21-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-21-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-21-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-21-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-21-023-11W4/0	12.718	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED

SCHEDULE C
DEL Canada GP Ltd.
Purchase & Sale Agreement - Canadian Oil & Gas International inc.
Non-Operated Wells

Well	WI (%)	Area	Status	Licensee
00/16-21-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-22-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/04-22-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-22-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-22-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-22-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-22-023-11W4/0	12.718	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-22-023-11W4/0	12.718	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-22-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-23-023-11W4/0	47.066	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/04-23-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-23-023-11W4/0	47.066	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-23-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-24-023-11W4/0	13.212	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/03-24-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-24-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-24-023-11W4/0	13.212	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-24-023-11W4/0	12.019	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-24-023-11W4/0	12.019	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-24-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-26-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-26-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-27-023-11W4/0	13.212	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/04-27-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/06-27-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-27-023-11W4/0	13.212	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/10-27-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-27-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-27-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-27-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/01-28-023-11W4/0	13.212	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-28-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/06-28-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-28-023-11W4/0	13.212	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-28-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-28-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-28-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-28-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-29-023-11W4/0	13.212	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/04-29-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-29-023-11W4/0	13.212	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-29-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-29-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED

SCHEDULE C
DEL Canada GP Ltd.
Purchase & Sale Agreement - Canadian Oil & Gas International inc.
Non-Operated Wells

Well	WI (%)	Area	Status	Licensee
00/14-29-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-29-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-30-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-30-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-30-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-31-023-11W4/0	12.718	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/04-31-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-31-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-31-023-11W4/2	12.718	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-31-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/11-31-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-31-023-11W4/2	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-31-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-32-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/04-32-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/06-32-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-32-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-32-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-32-023-11W4/0	13.212	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-32-023-11W4/0	13.212	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-32-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/04-33-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-33-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/07-33-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-33-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-33-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/11-33-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-33-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-33-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/03-34-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-34-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/07-34-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-34-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-34-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-34-023-11W4/0	13.212	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-34-023-11W4/0	13.212	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-34-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-35-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-35-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-36-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-36-023-11W4/0	10.947	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-01-023-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-13-023-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED

SCHEDULE C
DEL Canada GP Ltd.
Purchase & Sale Agreement - Canadian Oil & Gas International inc.
Non-Operated Wells

Well	WI (%)	Area	Status	Licensee
00/03-24-023-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/07-26-023-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/11-28-023-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/06-34-023-13W4/2	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/11-11-024-11W4/2	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-13-024-11W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/11-15-024-11W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-27-024-11W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-27-024-11W4/2	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-33-024-11W4/4	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-04-024-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-08-024-12W4/2	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/04-19-024-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/06-19-024-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-19-024-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-19-024-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/04-30-024-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/06-30-024-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-30-024-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
03/10-35-024-12W4/2	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/08-02-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/07-03-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/03-09-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/06-09-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/11-10-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-10-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/01-11-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/02-11-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-14-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-14-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-14-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-15-024-13W4/2	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-15-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/03-16-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/03-16-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/01-21-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-21-024-13W4/2	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-22-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-23-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-23-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-25-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-25-024-13W4/2	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/06-26-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED

SCHEDULE C
DEL Canada GP Ltd.
Purchase & Sale Agreement - Canadian Oil & Gas International inc.
Non-Operated Wells

Well	WI (%)	Area	Status	Licensee
00/07-26-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-27-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
03/08-27-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/04-36-024-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-07-025-11W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/11-06-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/16-08-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/01-11-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-16-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-16-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/05-17-025-12W4/3	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-19-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-21-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-24-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-24-025-12W4/2	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-28-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-29-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-30-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/07-31-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/03-33-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/05-33-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-33-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-34-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/12-34-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-35-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-35-025-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/15-01-025-13W4/2	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/05-02-025-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/11-02-025-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/01-14-025-13W4/2	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/11-19-025-13W4/4	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-20-025-13W4/2	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/16-23-025-13W4/5	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-02-026-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-02-026-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-02-026-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/02-03-026-12W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/07-02-026-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/09-03-026-13W4/2	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
102/14-17-023-12W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/06-35-023-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/11-09-024-11W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/04-13-024-11W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
102/14-23-024-11W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED

SCHEDULE C
DEL Canada GP Ltd.
Purchase & Sale Agreement - Canadian Oil & Gas International inc.
Non-Operated Wells

Well	WI (%)	Area	Status	Licensee
102/02-24-024-11W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/11-31-024-11W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/10-33-024-11W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/12-02-024-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/13-07-024-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/02-08-024-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/16-08-024-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
102/14-09-024-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/01-17-024-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/10-30-024-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/16-30-024-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/04-31-024-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
103/06-31-024-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/08-31-024-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
102/06-10-024-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/03-12-024-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/07-12-024-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/11-12-024-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/08-13-024-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/10-13-024-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/08-22-024-13W4/3	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/04-25-024-13W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/14-25-024-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/01-33-024-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/02-36-024-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/09-01-025-12W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/04-02-025-12W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/05-02-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/04-03-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/16-14-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/02-15-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/05-17-025-12W4/3	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/04-18-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
102/08-18-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/10-18-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/13-18-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
102/09-20-025-12W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/02-21-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/02-22-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
103/16-22-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/10-24-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/04-26-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/05-26-025-12W4/3	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED

SCHEDULE C
DEL Canada GP Ltd.
Purchase & Sale Agreement - Canadian Oil & Gas International inc.
Non-Operated Wells

Well	WI (%)	Area	Status	Licensee
102/08-26-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/12-26-025-12W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/02-27-025-12W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/02-28-025-12W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/08-28-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/12-30-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/10-33-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/11-33-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/06-34-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/14-34-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/03-35-025-12W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/06-35-025-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/06-19-025-13W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/11-19-025-13W4/3	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
102/16-24-025-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
102/14-25-025-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/02-26-025-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/07-28-025-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
102/14-31-025-13W4/3	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
103/14-31-025-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/11-33-025-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/14-36-025-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
102/14-36-025-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/04-02-026-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/04-03-026-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/08-03-026-12W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/02-01-026-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/03-01-026-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
103/03-01-026-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
104/03-01-026-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/04-01-026-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/05-01-026-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/06-01-026-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
102/06-01-026-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/12-01-026-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/08-02-026-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
102/08-02-026-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/01-04-026-13W4/3	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/13-04-026-13W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/02-06-026-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/07-07-026-13W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/14-07-026-13W4/2	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED
100/15-18-026-13W4/0	2.974	Cessford	Suspended	CANADIAN NATURAL RESOURCES LIMITED

SCHEDULE C
DEL Canada GP Ltd.
Purchase & Sale Agreement - Canadian Oil & Gas International inc.
Non-Operated Wells

Well	WI (%)	Area	Status	Licensee
00/01-01-026-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/05-01-026-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/01-02-026-13W4/0	2.974	Cessford	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/13-15-032-22W4/0	5.625	Ghost Pine	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-17-032-22W4/0	5.625	Ghost Pine	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-18-032-22W4/0	7.500	Ghost Pine	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-19-032-22W4/2	2.250	Ghost Pine	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-20-032-22W4/0	5.357	Ghost Pine	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/14-20-032-22W4/0	5.357	Ghost Pine	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/06-21-032-22W4/0	5.357	Ghost Pine	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-17-032-22W4/2	5.625	Ghost Pine	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/16-17-032-22W4/0	5.357	Ghost Pine	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/14-18-032-22W4/4	15.000	Ghost Pine	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/16-20-032-22W4/2	5.357	Ghost Pine	Suspended	CANADIAN NATURAL RESOURCES LIMITED
02/16-05-040-04W5/0	30.000	Gilby	Producing	BONAVISTA ENERGY CORPORATION
00/01-21-040-04W5/0	50.000	Gilby	Producing	BONAVISTA ENERGY CORPORATION
00/14-05-042-01W5/2	50.000	Gilby	Producing	BONAVISTA ENERGY CORPORATION
00/12-09-042-01W5/0	30.000	Gilby	Producing	BONAVISTA ENERGY CORPORATION
02/06-03-072-04W6/0	18.000	Grande Prairie	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-27-041-28W4/0	39.834	Gull Lake	Producing	FIRENZE ENERGY LTD.
W0/12-34-040-28W4/0	50.000	Gull Lake	Suspended	FIRENZE ENERGY LTD.
00/08-02-035-24W4/0	19.500	Huxley	Producing	PINE CLIFF ENERGY LTD.
02/08-02-035-24W4/0	19.500	Huxley	Producing	PINE CLIFF ENERGY LTD.
02/06-24-035-24W4/0	25.000	Huxley	Producing	PINE CLIFF ENERGY LTD.
00/09-24-035-24W4/0	25.000	Huxley	Producing	PINE CLIFF ENERGY LTD.
00/14-24-035-24W4/0	25.000	Huxley	Producing	PINE CLIFF ENERGY LTD.
00/16-24-035-24W4/0	25.000	Huxley	Producing	PINE CLIFF ENERGY LTD.
02/09-04-039-26W4/0	45.000	Joffre	Producing	CANADIAN NATURAL RESOURCES LIMITED
03/01-06-039-26W4/0	48.150	Joffre	Producing	CANADIAN NATURAL RESOURCES LIMITED
02/03-06-039-26W4/0	48.150	Joffre	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/04-06-039-26W4/0	48.150	Joffre	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/03-30-039-26W4/0	40.000	Joffre	Producing	SANDPOINT RESOURCES INC.
02/09-33-039-26W4/0	18.750	Joffre	Producing	SIGNALTA RESOURCES LIMITED
00/08-36-039-27W4/0	25.000	Joffre	Producing	VERMILION ENERGY INC.
00/07-31-070-10W6/0	20.625	Elmworth	Producing	CENOVUS ENERGY INC.
00/10-08-077-09W6/0	10.714	Progress	Producing	LONGSHORE RESOURCES LTD.
00/14-07-055-11W5/0	3.333	Niton	Producing	CONOCOPHILLIPS CANADA RESOURCES CORP.
00/16-01-055-12W5/0	3.333	Niton	Producing	CONOCOPHILLIPS CANADA RESOURCES CORP.
00/14-11-055-12W5/0	2.916	Niton	Producing	CONOCOPHILLIPS CANADA RESOURCES CORP.
00/07-12-055-12W5/0	3.333	Niton	Producing	CONOCOPHILLIPS CANADA RESOURCES CORP.
00/06-23-055-12W5/0	3.330	Niton	Producing	CONOCOPHILLIPS CANADA RESOURCES CORP.
00/11-24-055-12W5/0	1.667	Niton	Producing	CONOCOPHILLIPS CANADA RESOURCES CORP.
00/09-06-072-14W4/2	6.750	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED

SCHEDULE C
DEL Canada GP Ltd.
Purchase & Sale Agreement - Canadian Oil & Gas International inc.
Non-Operated Wells

Well	WI (%)	Area	Status	Licensee
00/11-08-072-14W4/0	7.500	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/08-15-072-14W4/0	6.750	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/03-16-072-14W4/2	6.750	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-16-072-14W4/2	6.750	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/15-17-072-14W4/0	6.750	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-22-072-14W4/2	6.750	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/11-29-072-14W4/0	7.500	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/11-31-072-14W4/0	7.500	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/11-32-072-14W4/2	7.500	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-34-072-14W4/2	6.750	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-03-073-14W4/0	6.750	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/06-06-073-14W4/2	7.500	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/14-07-073-14W4/0	6.750	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/15-17-073-14W4/0	6.750	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-18-073-14W4/0	6.750	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/15-20-073-14W4/0	6.750	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-30-073-14W4/0	6.750	Wandering River	Producing	CANADIAN NATURAL RESOURCES LIMITED
00/10-32-072-13W4/0	15.000	Wandering River	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/06-21-072-14W4/2	6.750	Wandering River	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/16-21-072-14W4/0	6.750	Wandering River	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/11-28-072-14W4/0	7.500	Wandering River	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/01-29-072-14W4/0	7.500	Wandering River	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/10-30-072-14W4/0	6.750	Wandering River	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/06-02-073-14W4/2	6.750	Wandering River	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/07-04-073-14W4/2	6.750	Wandering River	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/09-11-073-14W4/2	6.750	Wandering River	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/10-14-073-14W4/0	6.750	Wandering River	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/10-19-073-14W4/0	7.500	Wandering River	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/08-20-073-14W4/0	7.500	Wandering River	Suspended	CANADIAN NATURAL RESOURCES LIMITED
00/11-29-073-14W4/0	7.500	Wandering River	Suspended	CANADIAN NATURAL RESOURCES LIMITED

SCHEDULE D

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Non-Operated Properties

Lease File	Area	Land Description	Rights	Working Interest
M0514	BOUNDARY LK - AB	TWP 86 RGE 11 W6M SEC 19	PNG IN HALFWAY	9.375
M0525	BOUNDARY LK - AB	TWP 86 RGE 12 W6M SEC 25	ALL PNG TO BASE HALFWAY (EXCL THE 100/06-25-086-12W6/00 PENALTY WELL)	15
M0525	BOUNDARY LK - AB	TWP 86 RGE 12 W6M SEC 25	(00/06-25-086-12W6/00 WELL ONLY)	15
M0182	CESSFORD	TWP 25 RGE 13 W4M W19	ALL NG IN MILK_RIVER (ALL NG IN MEDICINE_HAT_SD) EXCL CBM	40
M0183	CESSFORD	TWP 25 RGE 13 W4M SE19	ALL NG IN MILK_RIVER (ALL NG IN MEDICINE_HAT_SD) EXCL CBM	40
M0184	CESSFORD	TWP 25 RGE 13 W4M NE19	ALL NG IN MILK_RIVER (ALL NG IN MEDICINE_HAT_SD) EXCL CBM	40
M0243	CESSFORD	TWP 25 RGE 7 W4M SEC 29	ALL PNG TO BASE MANNVILLE	8.825
M0245	CESSFORD	TWP 24 RGE 11 W4M SEC 36	ALL NG IN BASAL_BLAIRMORE (ALL NG IN BASAL_COLORADO)	1.7937
M0246	CESSFORD	TWP 26 RGE 13 W4M NW5	PNG TO BASE MANNVILLE EXCL NG IN BASAL_COLORADO EXCL NG IN BASAL_BLAIRMORE EXCL NG IN VIKING_ZONE	100
M0246	CESSFORD	TWP 26 RGE 13 W4M NW5	(NG IN BASAL_COLORADO) (NG IN VIKING_ZONE) (NG IN BASAL_BLAIRMORE) (UNITIZED)	2.9741
M0249	CESSFORD	TWP 26 RGE 13 W4M NW6	ALL PNG TO BASE MANNVILLE EXCL NG IN VIKING_ZONE EXCL NG IN BASAL_BLAIRMORE EXCL NG IN BASAL_COLORADO	100
M0249	CESSFORD	TWP 26 RGE 13 W4M NW6	(ALL NG IN VIKING_ZONE) (ALL NG IN BASAL_COLORADO) (ALL NG IN BASAL_BLAIRMORE) (UNITIZED)	2.9741
M0250	CESSFORD	TWP 26 RGE 13 W4M SW6	ALL PNG TO BASE MANNVILLE EXCL NG IN VIKING_ZONE EXCL NG IN BASAL_COLORADO EXCL NG IN BASAL_BLAIRMORE	100
M0250	CESSFORD	TWP 26 RGE 13 W4M SW6	(NG IN VIKING_ZONE) (NG IN BASAL_COLORADO) (NG IN BASAL_BLAIRMORE) (UNITIZED)	2.9741
M0261	CESSFORD	TWP 24 RGE 11 W4M W13	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL NG IN MILK_RIVER EXCL NG IN MEDICINE_HAT_SD EXCL NG IN VIKING_ZONE EXCL NG IN BASAL_COLORADO EXCL NG IN BLAIRMORE	5.4795
M0261	CESSFORD	TWP 24 RGE 11 W4M W13	ALL NG IN MILK_RIVER (ALL NG IN MEDICINE_HAT_SD)	5.4795
M0266	CESSFORD	TWP 26 RGE 10 W4M SEC 10	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE	14
M0268	CESSFORD	TWP 26 RGE 12 W4M SW21, N21	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL NG IN VIKING_ZONE EXCL NG IN BASAL_BLAIRMORE	2.64
M0289	CESSFORD	TWP 26 RGE 8 W4M SEC 2	ALL PNG FROM TOP SURFACE TO BASE BELLY_RIVER	37.5
M0271	CESSFORD	TWP 25 RGE 13 W4M NW18, W19 TWP 25 RGE 14 W4M E24 TWP 26 RGE 14 W4M SEC 12	ALL NG IN VIKING_ZONE (ALL NG IN BASAL_COLORADO_SD) (ALL NG IN BASAL_BLAIRMORE) (UNITIZED)	2.9741
M0272	CESSFORD	TWP 25 RGE 13 W4M E19	ALL NG IN COLORADO (ALL NG IN BLAIRMORE) (EXCL NG IN VIKING_ZONE) (EXCL NG IN BASAL_COLORADO_SD) (EXCL NG IN BASAL_BLAIRMORE) (EXCL NG IN MILK_RIVER) (EXCL NG IN MEDICINE_HAT_SD)	100

SCHEDULE D

DEL Canada GP Ltd.

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Land Description - Non-Operated Properties

Lease File	Area	Land Description	Rights	Working Interest
M0272	CESSFORD	TWP 25 RGE 13 W4M E19	ALL NG IN VIKING_ZONE (ALL NG IN BASAL_COLORADO_SD) (ALL NG IN BASAL_BLAIRMORE) (UNITIZED)	2.9741
M0272	CESSFORD	TWP 25 RGE 13 W4M E19	ALL NG IN MILK_RIVER (ALL NG IN MEDICINE_HAT_SD) EXCL CBM	40
M0273	CESSFORD	TWP 23 RGE 12 W4M SEC 29	ALL NG IN VIKING_ZONE (ALL NG IN BASAL_COLORADO_SD) (ALL NG IN BASAL_BLAIRMORE) (UNITIZED)	100
M0273	CESSFORD	TWP 23 RGE 12 W4M SEC 29	ALL PNG TO BASE MEDICINE_HAT	0
M0273	CESSFORD	TWP 23 RGE 12 W4M SEC 29	ALL PNG FROM BASE MEDICINE_HAT TO BASE MANNVILLE EXCL NG IN VIKING_ZONE (EXCL NG IN BASAL_BLAIRMORE) (EXCL NG IN BASAL_COLORADO_SD)	0
M0274	CESSFORD	TWP 23 RGE 12 W4M SEC 12	ALL NG IN VIKING_ZONE (ALL NG IN BASAL_COLORADO_SD) (ALL NG IN BASAL_BLAIRMORE) (UNITIZED) (UNITIZED)	2.9741
M0274	CESSFORD	TWP 23 RGE 12 W4M SEC 12	ALL PNG FROM BASE SECOND_WHITE_SPECKS TO BASE MANNVILLE (EXCL NG IN VIKING_ZONE) (EXCL NG IN BASAL_COLORADO_SD) (EXCL NG IN BASAL_BLAIRMORE)	100
M0274	CESSFORD	TWP 23 RGE 12 W4M SEC 12	ALL PNG TO BASE SECOND_WHITE_SPECKS	0
M0275	CESSFORD	TWP 23 RGE 12 W4M N10, SE10	ALL NG IN VIKING_ZONE (ALL NG IN BASAL_COLORADO_SD) (ALL NG IN BASAL_BLAIRMORE) (UNITIZED)	2.9741
M0275	CESSFORD	TWP 23 RGE 12 W4M N10, SE10	ALL PNG FROM BASE SECOND_WHITE_SPECKS TO BASE MANNVILLE (EXCL NG IN VIKING_ZONE) (EXCL NG IN BASAL_COLORADO_SD) (EXCL NG IN BASAL_BLAIRMORE)	100
M0275	CESSFORD	TWP 23 RGE 12 W4M N10, SE10	ALL PNG TO BASE SECOND_WHITE_SPECKS	0
M0276	CESSFORD	TWP 23 RGE 11 W4M SE15	ALL PNG TO BASE MANNVILLE EXCL NG IN BLAIRMORE EXCL NG IN VIKING_ZONE EXCL NG IN BASAL_COLORADO	0
M0276	CESSFORD	TWP 23 RGE 11 W4M SE15	ALL NG IN VIKING_ZONE (NG IN BASAL_COLORADO) (NG IN BASAL_BLAIRMORE) (UNITIZED)	2.9741
M0277	CESSFORD	TWP 25 RGE 11 W4M SEC 19	ALL PNG TO BASE MANNVILLE EXCL PET IN MANNVILLE (LSD 11) EXCL NG IN COLORADO	25
M0277	CESSFORD	TWP 25 RGE 11 W4M SEC 19	(WELLBORE ONLY FOR 100/05-19-025-11W4/00)	22.834
M0278	CESSFORD	TWP 25 RGE 11 W4M SEC 18	ALL PNG TO BASE MANNVILLE EXCL NG IN COLORADO	25
M0279	CESSFORD	TWP 24 RGE 11 W4M SEC 14, NE23, 24, 25, NE26, 35	ALL NG IN BASAL_BLAIRMORE (UNITIZED)	1.7937
M0280	CESSFORD	TWP 25 RGE 13 W4M N7, SW7, N17, NE18, 20, 21	ALL NG IN BASAL_BLAIRMORE (UNITIZED)	2.9741
M0284	CESSFORD	TWP 23 RGE 13 W4M SE26, NW26	ALL PNG TO TOP VIKING_ZONE	80
M0284	CESSFORD	TWP 23 RGE 13 W4M S26, NW26	ALL PNG IN VIKING_ZONE	80
M0284	CESSFORD	TWP 23 RGE 13 W4M SW/4 26	ALL PNG TO TOP VIKING_ZONE EXCL NG IN MILK_RIVER	80
M0285	CESSFORD	TWP 25 RGE 7 W4M SEC 2	ALL PNG TO BASE MANNVILLE EXCL PNG IN BELLY_RIVER	32
M0286	CESSFORD	TWP 26 RGE 12 W4M SEC 11	ALL PNG BELOW BASE VIKING_ZONE TO BASE MANNVILLE (PENDING EARNING BY FAIRWEST - SEE C0340)	100

SCHEDULE D

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Non-Operated Properties

Lease File	Area	Land Description	Rights	Working Interest
M0287	CESSFORD	TWP 23 RGE 11 W4M W14	ALL PNG FROM TOP SURFACE TO BASE BASAL_COLORADO	10.947367
M0288	CESSFORD	TWP 23 RGE 11 W4M SW15, NE15, S16, 17	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	10.947367
M0289	CESSFORD	TWP 23 RGE 11 W4M S21, S22, W23	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	10.947367
M0290	CESSFORD	TWP 23 RGE 11 W4M NE26	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	10.947367
M0291	CESSFORD	TWP 23 RGE 11 W4M N27, N28, N29, S32, S33, S34	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	10.947367
M0292	CESSFORD	TWP 23 RGE 11 W4M SW31, NE31	ALL PNG FROM TOP SURFACE TO BASE MILK_RIVER	10.947367
M0292	CESSFORD	TWP 23 RGE 11 W4M SEC 30, NW31	ALL PNG FROM TOP SURFACE TO BASE MILK_RIVER	10.947367
M0292	CESSFORD	TWP 23 RGE 11 W4M SE31	ALL PNG FROM TOP SURFACE TO BASE MILK_RIVER	10.947367
M0293	CESSFORD	TWP 23 RGE 11 W4M NE16	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	10.947367
M0294	CESSFORD	TWP 23 RGE 11 W4M NW16	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	12.718469
M0295	CESSFORD	TWP 23 RGE 11 W4M NW15	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	10.947367
M0296	CESSFORD	TWP 23 RGE 11 W4M NE19	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	12.718469
M0297	CESSFORD	TWP 23 RGE 11 W4M SW20, NE20, SW29	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	10.947367
M0297	CESSFORD	TWP 23 RGE 11 W4M SE29	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	13.21234
M0297	CESSFORD	TWP 23 RGE 11 W4M NW20	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	12.019475
M0297	CESSFORD	TWP 23 RGE 11 W4M SE20	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	12.718469
M0298	CESSFORD	TWP 23 RGE 11 W4M NE21, NE22, SW27, SW28	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	10.947367
M0298	CESSFORD	TWP 23 RGE 11 W4M SE27, SE28	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	13.21234
M0298	CESSFORD	TWP 23 RGE 11 W4M NW21, NW22	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	12.718469
M0299	CESSFORD	TWP 23 RGE 11 W4M NE32	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	10.947367
M0299	CESSFORD	TWP 23 RGE 11 W4M NW32	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	13.21234
M0300	CESSFORD	TWP 23 RGE 11 W4M NE33, NE34	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	10.947367
M0300	CESSFORD	TWP 23 RGE 11 W4M NW33	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	10.947367
M0300	CESSFORD	TWP 23 RGE 11 W4M NW34	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	13.21234
M0301	CESSFORD	TWP 23 RGE 11 W4M SW24, NE24	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	10.947367
M0301	CESSFORD	TWP 23 RGE 11 W4M SE24	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	13.21234
M0301	CESSFORD	TWP 23 RGE 11 W4M NW24	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	12.019475
M0302	CESSFORD	TWP 23 RGE 11 W4M SEC 35, NE36 TWP 24 RGE 11 W4M S1	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	10.947367
M0302	CESSFORD	TWP 24 RGE 11 W4M NE12	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	13.21234
M0303	CESSFORD	TWP 23 RGE 11 W4M SE23	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	47.065908

SCHEDULE D

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Non-Operated Properties

Lease File	Area	Land Description	Rights	Working Interest
M0304	CESSFORD	TWP 23 RGE 11 W4M SE25	ALL PNG FROM TOP SURFACE TO BASE MEDICINE_HAT_SD	47.085908
M0912	GHOST PINE	TWP 32 RGE 22 W4M SEC 18	PNG TO BASE BELLY_RIVER	15
M0912	GHOST PINE	TWP 32 RGE 22 W4M SEC 18	NG IN UPPER_MANNVILLE (EXCL. THE PRODUCTION FROM 100/08-19-032-22W4 WELLBORE)	7.5
M0912	GHOST PINE	TWP 32 RGE 22 W4M SEC 18	PNG BELOW BASE BELLY_RIVER TO BASE MANNVILLE EXCL NG IN UPPER_MANNVILLE	15
M0912	GHOST PINE	TWP 32 RGE 22 W4M SEC 18	(PRODUCTION FROM 100/08-19-032-22W4 WELLBORE ONLY)	2.25
M0913	GHOST PINE	TWP 32 RGE 22 W4M SEC 20	NG IN GLAUCONITIC_SS	5.625
M0913	GHOST PINE	TWP 32 RGE 22 W4M NE SEC 20	PNG TO BASE MANNVILLE (EXCL NG IN GLAUCONITIC_SS) (EXCL PNG IN UPPER MANNVILLE EEE UNITIZED ZONE)	5.625
M0913	GHOST PINE	TWP 32 RGE 22 W4M NE SEC 20 (UNITIZED)	PET IN UPPER_MANNVILLE (UNITIZED)	5.625
M0913	GHOST PINE	TWP 32 RGE 22 W4M NE SEC 20 (UNITIZED)	NG IN UPPER_MANNVILLE (UNITIZED)	5.625
M0913	GHOST PINE	TWP 32 RGE 22 W4M NW SEC 20, SE SEC 20	PNG TO BASE MANNVILLE (EXCL NG IN GLAUCONITIC_SS) (EXCL PNG IN UPPER MANNVILLE UNITIZED ZONE)	5.625
M0913	GHOST PINE	TWP 32 RGE 22 W4M NW SEC 20 (UNITIZED)	PNG IN UPPER_MANNVILLE (UNITIZED)	5.625
M0913	GHOST PINE	TWP 32 RGE 22 W4M SW SEC 20	PNG TO BASE BELLY_RIVER (EXCL NG IN GLAUCONITIC_SS)	5.625
M0913	GHOST PINE	TWP 32 RGE 22 W4M SE SEC 20 (UNITIZED)	PNG IN UPPER_MANNVILLE (UNITIZED)	5.625
M0913	GHOST PINE	TWP 32 RGE 22 W4M SW SEC 20	PNG BELOW BASE BELLY_RIVER TO BASE MANNVILLE EXCL NG IN GLAUCONITIC_SS	5.625
M0914	GHOST PINE	TWP 32 RGE 22 W4M SEC 21	ALL PNG FROM BASE BELLY_RIVER TO TOP MANNVILLE	5.625
M0914	GHOST PINE	TWP 32 RGE 22 W4M 21	PNG IN UPPER_MANNVILLE (UNITIZED)	5.625
M0914	GHOST PINE	TWP 32 RGE 22 W4M SEC 21	ALL PNG IN MANNVILLE EXCL PNG IN UPPER_MANNVILLE	5.625
M0914	GHOST PINE	TWP 32 RGE 22 W4M SEC 21	ALL PNG TO BASE BELLY_RIVER	5.625
M0915	GHOST PINE	TWP 32 RGE 22 W4M SW SEC 15	PNG TO BASE BELLY_RIVER	5.625
M0915	GHOST PINE	TWP 32 RGE 22 W4M SW SEC 15	PNG FROM BASE BELLY_RIVER TO TOP MANNVILLE	5.625
M0915	GHOST PINE	TWP 32 RGE 22 W4M SW SEC 15	ALL PNG FROM TOP MANNVILLE TO BASE MANNVILLE	5.625
M0916	GHOST PINE	TWP 32 RGE 22 W4M N & SE SEC 15	PNG TO BASE BELLY_RIVER	5.625
M0916	GHOST PINE	TWP 32 RGE 22 W4M N & SE SEC 15	PNG FROM BASE BELLY_RIVER TO TOP MANNVILLE	5.625
M0916	GHOST PINE	TWP 32 RGE 22 W4M N & SE SEC 15	ALL PNG FROM TOP MANNVILLE TO BASE MANNVILLE	5.625
M0917	GHOST PINE	TWP 32 RGE 22 W4M N SEC 19 (EXCL THE 100/08-19-032-22W4 WELLBORE)	NG IN UPPER_MANNVILLE	7.5
M0917	GHOST PINE	TWP 32 RGE 22 W4M N SEC 19 (PRODUCTION FROM THE 100/08-19-032-22W4 WELLBORE ONLY)	NG IN UPPER_MANNVILLE	2.25
M0918	GHOST PINE	TWP 32 RGE 22 W4M S SEC 19 (EXCL. PRODUCTION FROM THE 100/08-19-032-22W4 WELLBORE)	NG IN UPPER_MANNVILLE	7.5

SCHEDULE D

DEL Canada GP Ltd.

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Land Description - Non-Operated Properties

Lease File	Area	Land Description	Rights	Working Interest
M0918	GHOST PINE	TWP 32 RGE 22 W4M S SEC 19 (PRODUCTION FROM THE 100/08-19-032-22W4 WELLBORE ONLY)	NG IN UPPER_MANNVILLE	2.25
M0919	GHOST PINE	TWP 32 RGE 22 W4M SEC 17	PNG TO BASE BELLY_RIVER	5.625
M0919	GHOST PINE	TWP 32 RGE 22 W4M SEC 17 (NE 17 - PNG IN MANNVILLE 'EEE' IS UNITIZED)	PET IN GLAUCONITIC_SS (EXCL. NE17 (UNITIZED-GHOST PINE UPPER MANNV EEE UNIT))	5.625
M0919	GHOST PINE	TWP 32 RGE 22 W4M NE SEC 17	PNG IN UPPER_MANNVILLE (UNITIZED - GHOST PINE UPPER MANNV EEE UNIT)	5.625
M0919	GHOST PINE	TWP 32 RGE 22 W4M S SEC 17; NW SEC 17 (PNG IN UPPER MANNVILLE 'EEE')	PNG IN UPPER_MANNVILLE	5.625
M0919	GHOST PINE	TWP 32 RGE 22 W4M SEC 17	PNG BELOW BASE BELLY_RIVER TO BASE MANNVILLE (EXCLUDING PET IN GLAUC IN SW 17, & PNG UPPER MANNVILLE 'EEE' - UNITIZED ZONE)	5.625
M0800	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/6 INTEREST)	ALL PNG TO BASE PEKISKO	50
M0800	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/6 INTEREST)	ALL PNG BELOW BASE PEKISKO	50
M0801	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/18 INTEREST)	ALL PNG TO BASE PEKISKO	50
M0801	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/18 INTEREST)	ALL PNG BELOW BASE PEKISKO	50
M0802	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/18 INTEREST)	ALL PNG TO BASE PEKISKO	50
M0802	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/18 INTEREST)	ALL PNG BELOW BASE PEKISKO	50
M0803	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/18 INTEREST)	ALL PNG TO BASE PEKISKO	50
M0803	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/18 INTEREST)	ALL PNG BELOW BASE PEKISKO	50
M0804	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/6 INTEREST)	ALL PNG TO BASE PEKISKO	50
M0804	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/6 INTEREST)	ALL PNG BELOW BASE PEKISKO	50
M0805	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/3 INTEREST)	ALL PNG TO BASE PEKISKO	50
M0805	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/3 INTEREST)	ALL PNG BELOW BASE PEKISKO	50
M0806	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/6 INTEREST)	ALL PNG TO BASE PEKISKO	50
M0806	GILBY	TWP 42 RGE 1 W5M PTN NE/4 5 (UND. 1/6 INTEREST)	ALL PNG BELOW BASE PEKISKO	50
M0807	GILBY	TWP 42 RGE 1 W5M NW/4 5	ALL NG IN GLAUCONITIC_SS (1851-1862m KB)	50
M0808	GILBY	TWP 40 RGE 4 W5M SE/4 21 (PNG BBO CARDIUM TBO PEKISKO) TWP 40 RGE 4 W5M W/2 27 (PNG BBO CARDIUM TBO PEKISKO)	(SEE LANDS)	50
M0808	GILBY	TWP 40 RGE 4 W5M NE/4 21	ALL PNG FROM BASE CARDIUM TO BASE PEKISKO	60
M0809	GILBY	TWP 40 RGE 4 W5M NE/4 5	ALL NG IN CARDIUM; ALL PNG FROM BASE CARDIUM TO BASE ROCK_CREEK	60
M1633	GILBY	TWP 42 RGE 1 W5M SW/4 5	ALL PNG TO BASE PEKISKO	50
M1633	GILBY	TWP 42 RGE 1 W5M SW/4 5	ALL PNG BELOW BASE PEKISKO	50

SCHEDULE D

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Non-Operated Properties

Lease File	Area	Land Description	Rights	Working Interest
M1634	GILBY	TWP 42 RGE 1 W5M SE/4 5	ALL PNG TO BASE PEKISKO	50
M1634	GILBY	TWP 42 RGE 1 W5M SE/4 5	ALL PNG BELOW BASE PEKISKO	50
M1635	GILBY	TWP 42 RGE 1 W5M NW/4 5	ALL PET IN GLAUCONITIC_SS (1851-1862M KB)	50
M1636	GILBY	TWP 42 RGE 1 W5M SEC 9	ALL NG IN GLAUCONITIC_SS; ALL NG IN ELLERSLIE	30
M1637	GILBY	TWP 42 RGE 1 W5M NW/4 9	ALL PET IN GLAUCONITIC_SS; ALL PET IN ELLERSLIE	30
M0602	GRANDE PRAIRIE	TWP 72 RGE 4 W6M SW3	ALL PNG FROM BASE MONTNEY TO BASE BANFF	18
M0602	GRANDE PRAIRIE	TWP 72 RGE 4 W6M N3, SE3	ALL PNG FROM BASE MONTNEY TO BASE BANFF	18
M0881	GULL LAKE	TWP 41 RGE 28 W4M SW SEC 27 (PTN NOT COVERED BY THE WATERS OF GULL LAKE AS TO 3/15 INTEREST)	NG TO BASE MANNVILLE	39.8338
M0882	GULL LAKE	TWP 41 RGE 28 W4M SW SEC 27 (NOT COVERED BY THE WATERS OF GULL LAKE- AS TO 4/15 INTEREST)	NG TO BASE MANNVILLE	39.8338
M0883	GULL LAKE	TWP 41 RGE 28 W4M N & SE SEC 27	NG TO BASE GLAUCONITIC_SS	39.8338
M0885	GULL LAKE	TWP 41 RGE 28 W4M SW SEC 27 (PTN DESIGNATED AS GULL LAKE ON A PLAN OF SURVEY, CONFIRMED BY E. DEVILLE, SURVEYOR GENERAL, AT OTTAWA IN 1897/01/19)	PET TO BASE MANNVILLE	50
M0885	GULL LAKE	TWP 41 RGE 28 W4M SW SEC 27 (PTN DESIGNATED AS GULL LAKE ON A PLAN OF SURVEY, CONFIRMED BY E. DEVILLE, SURVEYOR GENERAL, AT OTTAWA IN 1897/01/19)	NG TO BASE MANNVILLE	39.8338
M0886	GULL LAKE	TWP 40 RGE 28 W4M SEC 34	PNG TO BASE MANNVILLE	50
M0887	GULL LAKE	TWP 41 RGE 28 W4M SW SEC 27 (PTN NOT COVERED BY THE WATERS OF GULL LAKE AS TO 4/15 INTEREST)	NG TO BASE MANNVILLE	39.8338
M0888	GULL LAKE	TWP 41 RGE 28 W4M SW SEC 27 (PTN NOT COVERED BY THE WATERS OF GULL LAKE UNDIVIDED 4/15 INTEREST)	NG TO BASE MANNVILLE	39.8338
M0893	HUXLEY	TWP 35 RGE 24 W4M 24	PNG TO BASE BEARPAW EXCL CBM	25
M0893	HUXLEY	TWP 35 RGE 24 W4M 24	PNG BELOW BASE BEARPAW TO BASE BELLY_RIVER EXCL CBM	25
M0893	HUXLEY	TWP 35 RGE 24 W4M 24	CBM TO BASE BELLY_RIVER	25
M0893	HUXLEY	TWP 35 RGE 24 W4M 24	(100/06-24 WELLBORE)	0
M0893	HUXLEY	TWP 35 RGE 24 W4M 24	(102/14-24 WELLBORE)	0
M0894	HUXLEY	TWP 35 RGE 24 W4M SEC 2	PNG BELOW BASE VIKING_ZONE TO BASE MANNVILLE	19.5
M0644	JOFFRE	TWP 39 RGE 26 W4M NW SEC 4	PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	45
M0644	JOFFRE	TWP 39 RGE 26 W4M NW SEC 4	PNG BELOW BASE MANNVILLE TO TOP NISKU	0
M0644	JOFFRE	TWP 39 RGE 26 W4M NW SEC 4	PNG IN VIKING_ZONE	0
M0645	JOFFRE	TWP 39 RGE 26 W4M NE SEC 4	PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	45

SCHEDULE D

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Non-Operated Properties

Lease File	Area	Land Description	Rights	Working Interest
M0645	JOFFRE	TWP 39 RGE 26 W4M NE SEC 4	PNG FROM BASE MANNVILLE TO TOP NISKU	0
M0645	JOFFRE	TWP 39 RGE 26 W4M NE SEC 4	PNG IN VIKING_ZONE	0
M0650	JOFFRE	TWP 39 RGE 26 W4M LSD 11, 12, 13 SEC 6	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	48.15
M0650	JOFFRE	TWP 39 RGE 26 W4M LSD 11, 12, 13 SEC 6	ALL PNG FROM BASE MANNVILLE TO TOP NISKU	92.5926
M0650	JOFFRE	TWP 39 RGE 26 W4M LSD 11, 12, 13 SEC 6	ALL PNG IN VIKING_ZONE	0
M0651	JOFFRE	TWP 39 RGE 26 W4M LSD 14 SEC 6	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE EXCL PNG IN VIKING_ZONE	48.15
M0651	JOFFRE	TWP 39 RGE 26 W4M LSD 14 SEC 6	ALL PNG FROM BASE MANNVILLE TO TOP NISKU	92.5926
M0651	JOFFRE	TWP 39 RGE 26 W4M LSD 14 SEC 6	ALL PNG IN VIKING_ZONE	0
M0682	JOFFRE	TWP 39 RGE 26 W4M SE 33	PNG BELOW BASE NISKU	100
M0682	JOFFRE	TWP 39 RGE 26 W4M SE 33	NG TO BASE BELLY_RIVER	25
M0735	JOFFRE	TWP 39 RGE 26 W4M NE SEC 30	PNG IN NISKU	0
M0735	JOFFRE	TWP 39 RGE 26 W4M NE SEC 30	PNG TO TOP NISKU	0
M0735	JOFFRE	TWP 39 RGE 26 W4M SE SEC 30	PNG IN NISKU	100
M0735	JOFFRE	TWP 39 RGE 26 W4M SE SEC 30	PNG TO TOP NISKU	0
M0787	JOFFRE	TWP 39 RGE 27 W4M SEC 36	ALL PNG TO BASE EDMONTON	25
M0307	NITON	TWP 55 RGE 11 W5M SEC 7	ALL PNG FROM TOP SURFACE TO BASE ROCK_CREEK	3.333
M0309	NITON	TWP 55 RGE 12 W5M N24	ALL PNG FROM TOP SURFACE TO BASE ROCK_CREEK	1.6665
M0310	NITON	TWP 55 RGE 12 W5M SEC 1	(100/06-01-055-12W5/00 WELL)	30
M0310	NITON	TWP 55 RGE 12 W5M SEC 1	(100/16-1-55-12W5/00 WELL)	3.333
M0310	NITON	TWP 55 RGE 12 W5M SEC 1	ALL PNG TO BASE ROCK_CREEK (EXCL 6-1 & 16-1 WELLS)	3.333
M0311	NITON	TWP 55 RGE 12 W5M S24	ALL PNG FROM TOP SURFACE TO BASE ROCK_CREEK	1.6665
M0314	NITON	TWP 55 RGE 12 W5M W11	ALL NG IN ROCK_CREEK	2.916375
M0315	NITON	TWP 55 RGE 12 W5M E11	ALL PNG FROM TOP SURFACE TO BASE ROCK_CREEK EXCL NG IN ROCK_CREEK	3.333
M0316	NITON	TWP 55 RGE 12 W5M SEC 12	ALL PNG FROM TOP SURFACE TO BASE ROCK_CREEK	3.333
M0321	NITON	TWP 55 RGE 12 W5M SEC 23	ALL PNG FROM TOP SURFACE TO BASE ROCK_CREEK	3.33
M0204	WANDERING RIVER	TWP 72 RGE 14 W4M SEC 5, 6	PNG TO BASE GROSOMT EXCL NG IN GROSOMT EXCL NG IN WABISKAW-MCMURRAY	7.5
M0204	WANDERING RIVER	TWP 72 RGE 14 W4M SEC 6	NG IN GROSOMT; NG IN WABISKAW-MCMURRAY	6.75001
M0205	WANDERING RIVER	TWP 73 RGE 14 W4M SEC 2, 11, 14	PNG TO BASE MANNVILLE EXCL NG IN WABISKAW-MCMURRAY	7.5
M0205	WANDERING RIVER	TWP 73 RGE 14 W4M SEC 2	NG IN WABISKAW-MCMURRAY	6.75001

SCHEDULE D

DEL Canada GP Ltd.

Purchase and Sale Agreement - Canadian Oil & Gas International Inc.

Land Description - Non-Operated Properties

Lease File	Area	Land Description	Rights	Working Interest
M0205	WANDERING RIVER	TWP 73 RGE 14 W4M SEC 11	NG IN WABISKAW-MCMURRAY	6.75001
M0205	WANDERING RIVER	TWP 73 RGE 14 W4M SEC 14	NG IN WABISKAW-MCMURRAY	6.75001
M0208	WANDERING RIVER	TWP 73 RGE 14 W4M SEC 28, 29, 30	PNG TO BASE MANNVILLE EXCL NG IN WABISKAW-MCMURRAY	7.5
M0206	WANDERING RIVER	TWP 73 RGE 14 W4M SEC 29	NG IN WABISKAW-MCMURRAY	6.75001
M0206	WANDERING RIVER	TWP 73 RGE 14 W4M SEC 30	NG IN WABISKAW-MCMURRAY	6.75001
M0207	WANDERING RIVER	TWP 72 RGE 14 W4M SEC 34	NG IN WABISKAW-MCMURRAY	6.75001
M0207	WANDERING RIVER	TWP 72 RGE 14 W4M SEC 8	NG IN GROS MONT; NG IN WABISKAW-MCMURRAY	6.75001
M0207	WANDERING RIVER	TWP 72 RGE 14 W4M SEC 17	NG IN GROS MONT; NG IN WABISKAW-MCMURRAY	6.75001
M0207	WANDERING RIVER	TWP 72 RGE 14 W4M SEC 28	NG IN GROS MONT; NG IN WABISKAW-MCMURRAY	6.75001
M0207	WANDERING RIVER	TWP 72 RGE 14 W4M SEC 29	NG IN GROS MONT; NG IN WABISKAW-MCMURRAY	6.75001
M0207	WANDERING RIVER	TWP 72 RGE 14 W4M SEC 31	NG IN GROS MONT; NG IN WABISKAW-MCMURRAY	6.75001
M0207	WANDERING RIVER	TWP 72 RGE 14 W4M SEC 32	NG IN GROS MONT; NG IN WABISKAW-MCMURRAY	6.75001
M0207	WANDERING RIVER	TWP 73 RGE 14 W4M SEC 19	NG IN WABISKAW-MCMURRAY	6.75001
M0207	WANDERING RIVER	TWP 73 RGE 14 W4M SEC 18	NG IN GROS MONT; NG IN WABISKAW-MCMURRAY	6.75001
M0208	WANDERING RIVER	TWP 72 RGE 14 W4M SEC 30	NG IN GROS MONT; NG IN WABISKAW-MCMURRAY	6.75001
M0208	WANDERING RIVER	TWP 73 RGE 14 W4M SEC 20	NG IN WABISKAW-MCMURRAY	6.75001
M0210	WANDERING RIVER	TWP 72 RGE 13 W4M SEC 32	PNG TO BASE MANNVILLE	15
M0212	WANDERING RIVER	TWP 73 RGE 14 W4M SEC 3	NG IN WABISKAW-MCMURRAY	6.75001
M0212	WANDERING RIVER	TWP 73 RGE 14 W4M SEC 6	NG IN GROS MONT; NG IN WABISKAW-MCMURRAY	6.75001
M0212	WANDERING RIVER	TWP 73 RGE 14 W4M SEC 7	NG IN GROS MONT; NG IN WABISKAW-MCMURRAY	6.75001
M0944	WEMBLEY -AC	TWP 70 RGE 10 W6M N&SW 31	PNG TO BASE SPIRIT_RIVER	20.625
M0952	WEMBLEY -AC	TWP 70 RGE 10 W6M SE 31	PNG TO BASE SPIRIT_RIVER	20.625

SCHEDULE E

DEL Canada GP Ltd.

Purchase & Sale Agreement - Canadian Oil & Gas International Inc.

Gross Overriding Royalty Properties

Lease File	Lease Type	Interest type	Lessor Type	Area	Land Description	Rights
M0554	NG	ORR	FH	BASHAW	TWP 41 RGE 22 W4M NE/4 17 (1/2 INTEREST)	ALL NG FROM TOP SURFACE TO TOP LEA_PARK
M0555	NG	ORR	FH	BASHAW	TWP 41 RGE 22 W4M NE17 (1/2 INTEREST)	ALL NG FROM TOP SURFACE TO TOP LEA_PARK
M0556	PNG	ORR	FH	BASHAW	TWP 41 RGE 22 W4M SE17 (1/2 INTEREST)	ALL PNG FROM TOP SURFACE TO TOP LEA_PARK
M0557	PNG	ORR	FH	BASHAW	TWP 41 RGE 22 W4M SE17 (1/2 INTEREST)	ALL PNG FROM TOP SURFACE TO TOP LEA_PARK
M0558	PNG	ORR	CR	BASHAW	TWP 41 RGE 22 W4M SEC 29	ALL PNG FROM TOP SURFACE TO BASE BELLY_RIVER
M0564	PNG	ORR	CR	BASHAW	TWP 42 RGE 22 W4M SEC 30	ALL PNG FROM TOP SURFACE TO BASE BELLY_RIVER
M1557	LIC	ORR	CR	BLUERIDGE	TWP 59 RGE 10 W5M SEC 13	PNG TO BASE VIKING_ZONE
M1838	LIC	ORR	CR	BRAZEAU	TWP 47 RGE 12 W5M SEC 24 TWP 47 RGE 12 W5M W26	ALL PNG FROM TOP BELLY_RIVER TO BASE ROCK_CREEK EXCL PNG IN NOTIKEWIN
M1838	LIC	ORR	CR	BRAZEAU	TWP 47 RGE 12 W5M SEC 23	ALL PNG FROM TOP BELLY_RIVER TO BASE MANNVILLE EXCL PNG IN NOTIKEWIN
M1838	LIC	ORR	CR	BRAZEAU	TWP 47 RGE 12 W5M SEC 23	AS TO THE 7-23 WELLBORE ONLY
M1838	LIC	ORR	CR	BRAZEAU	TWP 47 RGE 12 W5M SEC 23, 24, W 26	PNG IN NOTIKEWIN
M1838	LIC	ORR	CR	BRAZEAU	TWP 47 RGE 12 W5M SEC 23, 24, W 26	ALL PNG IN CARDIUM
M1554	PNG	ORR	FH	CARSLAND	TWP 21 RGE 25 W4M NW9	NG TO BASE BELLY_RIVER EXCL NG IN BELLY_RIVER (BETWEEN 850-870 METERS IN 10001 00 021 25M/00 W4M 1 0000) PNG IN ELLERSLIE
M1563	PNG	ORR	FH	CARSLAND	TWP 21 RGE 25 W4M SEC 23 (16.66 INT)	PNG IN ELLERSLIE
M1564	PNG	ORR	FH	CARSLAND	TWP 21 RGE 25 W4M SEC 23 (33.33 INT)	PNG IN ELLERSLIE
M1565	PNG	ORR	FH	CARSLAND	TWP 21 RGE 25 W4M SEC 23 (16.66 INT)	PNG IN ELLERSLIE
M1566	PNG	ORR	FH	CARSLAND	TWP 21 RGE 25 W4M SEC 23 (33.33 INT)	PNG IN ELLERSLIE
M1584	PNG	ORR	FH	CARSLAND	TWP 21 RGE 25 W4M PTN NE9	NG TO BASE BELLY_RIVER EXCL NG IN BELLY_RIVER (BETWEEN 850-870 METERS IN 10001 00 021 25M/00 W4M 1 0000) ALL PNG BELOW BASE BELLY_RIVER
M1586	PNG	ORR	FH	CARSLAND	TWP 21 RGE 25 W4M PTN S26, NW26	ALL PNG BELOW BASE BELLY_RIVER
M1595	PNG	ORR	FH	CARSLAND	TWP 21 RGE 25 W4M SEC 23	PNG TO BASE VIKING_ZONE
M1595	PNG	ORR	FH	CARSLAND	TWP 21 RGE 25 W4M SEC 23	PNG BELOW BASE VIKING_ZONE EXCL PNG IN ELLERSLIE
M1601	PNG	ORR	FH	CARSLAND	TWP 21 RGE 25 W4M PTN NE9	NG TO BASE BELLY_RIVER EXCL NG IN BELLY_RIVER (BETWEEN 850-870 METERS IN 10001 00 021 25M/00 W4M 1 0000) NG TO BASE BELLY_RIVER
M1623	PNG	ORR	FH	CARSLAND	TWP 21 RGE 25 W4M S9	EXCL NG IN BELLY_RIVER (BETWEEN 850-870 METERS IN 10001 00 021 25M/00 W4M 1 0000) ALL NG TO BASE MANNVILLE
M0160	PNG	ORR	CR	COLD LAKE	TWP 63 RGE 3 W4M SEC 5, 6	ALL NG TO BASE MANNVILLE
M0160	PNG	ORR	CR	COLD LAKE	TWP 63 RGE 3 W4M SEC 18	NG TO BASE MANNVILLE
M0160	PNG	ORR	CR	COLD LAKE	TWP 63 RGE 3 W4M SEC 19	NG TO BASE MANNVILLE
M0160	PNG	ORR	CR	COLD LAKE	TWP 63 RGE 2 W4M SEC 16, SEC 21 (LSD 13, 14), S21, NE21	ALL NG TO BASE MANNVILLE
M0160	PNG	ORR	CR	COLD LAKE	TWP 63 RGE 3 W4M SEC 30	NG TO BASE MANNVILLE
M0160	PNG	ORR	CR	COLD LAKE	TWP 62 RGE 3 W4M SEC 31, 32 TWP 63 RGE 3 W4M SEC 2, 3, 4	ALL NG TO BASE MANNVILLE

SCHEDULE E

DEL Canada GP Ltd.

Purchase & Sale Agreement - Canadian Oil & Gas International Inc.

Gross Overriding Royalty Properties

Lease File	Lease Type	Interest type	Lessor Type	Area	Land Description	Rights
M0164	PNG	ORR	CR	COLD LAKE	TWP 59 RGE 6 W4M NW38, SE36	ALL PNG TO BASE MANNVILLE
M0164	PNG	ORR	CR	COLD LAKE	TWP 59 RGE 6 W4M NE36	ALL PNG TO BASE MANNVILLE
M0166	PNG	ORR	CR	COLD LAKE	TWP 59 RGE 5 W4M SEC 18, 19	PNG TO BASE MANNVILLE
M0167	PNG	ORR	CR	COLD LAKE	TWP 59 RGE 5 W4M SEC 7	PNG TO BASE MANNVILLE
M0168	PNG	ORR	CR	COLD LAKE	TWP 60 RGE 6 W4M SEC 7	PNG TO BASE VIKING_ZONE
M0168	PNG	ORR	CR	COLD LAKE	TWP 60 RGE 6 W4M SEC 19	ALL PNG TO BASE MANNVILLE
M0169	PNG	ORR	CR	COLD LAKE	TWP 60 RGE 6 W4M SE24, N24	ALL PNG TO BASE MANNVILLE
M0169	PNG	ORR	CR	COLD LAKE	TWP 60 RGE 6 W4M SW24	ALL PNG TO BASE MANNVILLE
M0172	PNG	ORR	CR	COLD LAKE	TWP 62 RGE 4 W4M SEC 14, 15, 16, 17, 20, SE 21, N21, 23	ALL NG TO BASE MANNVILLE
M0172	PNG	ORR	CR	COLD LAKE	TWP 62 RGE 4 W4M SEC 24, 35, 36	ALL NG TO BASE MANNVILLE
M0371	PNG	ORR	CR	COLD LAKE	TWP 60 RGE 3 W4M SEC 32	ALL NG TO BASE SPARKY (EXCL 10-32 & 102/15-32 WELLS)
M0416	NG	ORR	CR	COLD LAKE	TWP 59 RGE 4 W4M SEC 27	ALL NG IN UPPER_COLONY
M1433	PNG	ORR	CR	CRAIGEND	TWP 64 RGE 14 W4M SEC 35 (EXCL THE 100/11-35-064-14W4/00 WELLBORE)	PNG FROM TOP SURFACE TO BASE VIKING_ZONE
M1555	PNG	ORR	CR	ENCHANT	TWP 14 RGE 18 W4M SW29	PNG TO BASE MANNVILLE
M1555	PNG	ORR	CR	ENCHANT	TWP 14 RGE 18 W4M SW28	PNG TO BASE MANNVILLE
M1555	PNG	ORR	CR	ENCHANT	TWP 14 RGE 18 W4M SE29	PNG TO BASE MANNVILLE
M1555	PNG	ORR	CR	ENCHANT	TWP 14 RGE 18 W4M NE29	PNG TO BASE MANNVILLE
M1555	PNG	ORR	CR	ENCHANT	TWP 14 RGE 18 W4M NW29	PNG TO BASE MANNVILLE
M0060	NG	ORR	FH	GADSBY	TWP 37 RGE 19 W4M SE7	ALL NG TO BASE CRETACEOUS
M0060	NG	ORR	FH	GADSBY	TWP 37 RGE 19 W4M SE7	ALL NG BELOW BASE CRETACEOUS
M0964	PNG	ORR	FH	GADSBY	TWP 36 RGE 20 W4M PTN LSD 5,6 SEC 13	PNG TO TOP LEA_PARK
M0964	PNG	ORR	FH	GADSBY	TWP 36 RGE 20 W4M LSD 3, 4 SEC 13	PNG TO TOP LEA_PARK
M0967	PNG	ORR	FH	GADSBY	TWP 36 RGE 20 W4M SE 13	PNG TO TOP LEA_PARK
M0968	PNG	ORR	FH	GADSBY	TWP 36 RGE 20 W4M N 13	PNG TO TOP LEA_PARK
M0585	NG	ORR	CR	GOVENLOCK	TWP 3 RGE 29 W3M SEC 9 TWP 3 RGE 29 W3M SW/4 17	ALL NG IN SECOND_WHITE_SPECKS
M1625	PNG	ORR	CR	GRAND FORKS	TWP 11 RGE 13 W4M LSD 01 SEC 10	PNG FROM TOP SURFACE TO BASE SAWTOOTH
M0050	NG	ORR	FH	HALKIRK	TWP 38 RGE 12 W4M SEC 7	ALL NG
M0068	PNG	ORR	FH	HALKIRK	TWP 39 RGE 20 W4M PTN S3 (1/2 INTEREST)	ALL PNG
M0069	PNG	ORR	FH	HALKIRK	TWP 39 RGE 20 W4M PTN S3 (1/2 INTEREST)	ALL PNG

SCHEDULE E

DEL Canada GP Ltd.

Purchase & Sale Agreement - Canadian Oil & Gas International Inc.

Gross Overriding Royalty Properties

Lease File	Lease Type	Interest type	Lessor Type	Area	Land Description	Rights
M0070	PNG	ORR	FH	HALKIRK	TWP 39 RGE 20 W4M PTN SE3 (1/3 INTEREST)	ALL PNG
M0071	PNG	ORR	FH	HALKIRK	TWP 39 RGE 20 W4M PTN SE3 (1/3 INTEREST)	ALL PNG
M0072	PNG	ORR	FH	HALKIRK	TWP 39 RGE 20 W4M PTN SE3 (1/3 INTEREST)	ALL PNG
M0073	PNG	ORR	FH	HALKIRK	TWP 39 RGE 20 W4M NE3	ALL PNG
M0074	PNG	ORR	FH	HALKIRK	TWP 39 RGE 20 W4M NW3, PTN SW3	ALL PNG
M0075	PNG	ORR	FH	HALKIRK	TWP 39 RGE 20 W4M PTN SW3	ALL PNG
M0078	PNG	ORR	CR	HALKIRK	TWP 38 RGE 16 W4M SEC 36	ALL PNG IN DOE_CREEK; ALL PNG IN BLUESKY;
M0088	PNG	ORR	CR	HALKIRK	TWP 38 RGE 16 W4M NE29	ALL PNG TO BASE MANNVILLE EXCL PNG IN GLAUCONITIC_SS
M0097	PNG	ORR	CR	HALKIRK	TWP 38 RGE 16 W4M SEC 32	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE
M0098	PNG	ORR	CR	HALKIRK	TWP 38 RGE 16 W4M NW34	ALL PNG FROM TOP SURFACE TO BASE VIKING_ZONE EXCL PNG IN VIKING_ZONE
M0098	PNG	ORR	CR	HALKIRK	TWP 38 RGE 16 W4M NW34	ALL PNG FROM BASE VIKING_ZONE TO BASE MANNVILLE EXCL NG IN DETRITAL_SAND
M0098	PNG	ORR	CR	HALKIRK	TWP 38 RGE 16 W4M NW34	ALL PET IN VIKING_ZONE
M0107	PNG	ORR	CR	HALKIRK	TWP 38 RGE 9 W4M SEC 14	ALL PNG TO BASE VIKING_ZONE
M0928	PNG	ORR	CR	HILLSDOWN	TWP 37 RGE 25 W4M 10	PNG IN EDMONTON
M0928	PNG	ORR	CR	HILLSDOWN	TWP 37 RGE 25 W4M 10	PNG IN BELLY_RIVER
M0929	PNG	ORR	CR	HILLSDOWN	TWP 37 RGE 25 W4M 12	PNG TO BASE LETHBRIDGE_COALS
M0929	PNG	ORR	CR	HILLSDOWN	TWP 37 RGE 25 W4M 12	PNG BELOW BASE LETHBRIDGE_COALS TO BASE BELLY_RIVER
M0607	PNG	ORR	CR	JOFFRE	TWP 39 RGE 27 W4M SE SEC 11	PNG TO BASE MANNVILLE
M0607	PNG	ORR	CR	JOFFRE	TWP 39 RGE 27 W4M LSD 4 SEC 12	PNG TO BASE MANNVILLE EXCL NG IN BASAL_QUARTZ
M0608	PNG	ORR	CR	JOFFRE	TWP 39 RGE 27 W4M PTN SW SEC 1 (DESIGNATED AS RED DEER RIVER)	PNG TO BASE MANNVILLE
M0609	PNG	ORR	CR	JOFFRE	TWP 38 RGE 27 W4M NE SEC 34	PNG TO BASE MANNVILLE
M0610	PNG	ORR	CR	JOFFRE	TWP 38 RGE 26 W4M W SEC 30	PNG TO BASE MANNVILLE EXCL PNG IN OSTRACOD_ZONE
M0610	PNG	ORR	CR	JOFFRE	TWP 38 RGE 26 W4M W SEC 30	PNG IN OSTRACOD_ZONE
M0615	PNG	ORR	CR	JOFFRE	TWP 39 RGE 27 W4M SW SEC 14	PNG TO BASE MANNVILLE
M0616	PNG	ORR	CR	JOFFRE	TWP 39 RGE 26 W4M S NW SEC 10	PNG TO BASE MANNVILLE
M0617	PNG	ORR	CR	JOFFRE	TWP 39 RGE 27 W4M NE SEC 11	PNG TO BASE MANNVILLE
M0617	PNG	ORR	CR	JOFFRE	TWP 39 RGE 27 W4M NW & LSD 3, 5, 6 SEC 12	PNG TO BASE MANNVILLE EXCL NG IN BASAL_QUARTZ
M0618	PNG	ORR	CR	JOFFRE	TWP 38 RGE 27 W4M NW SEC 36	PNG TO BASE MANNVILLE EXCL PNG IN BASAL_QUARTZ
M0618	PNG	ORR	CR	JOFFRE	TWP 38 RGE 27 W4M NW SEC 36	PNG IN BASAL_QUARTZ

SCHEDULE E

DEL Canada GP Ltd.

Purchase & Sale Agreement - Canadian Oil & Gas International Inc.

Gross Overriding Royalty Properties

Lease File	Lease Type	Interest type	Lessor Type	Area	Land Description	Rights
M0619	PNG	ORR	CR	JOFFRE	TWP 38 RGE 27 W4M PTN SE SEC 26	PNG IN VIKING_ZONE
M0620	PNG	ORR	CR	JOFFRE	TWP 39 RGE 27 W4M SE SEC 22	PNG TO BASE MANNVILLE
M0621	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M LSD 12, 13 SEC 35	NG IN BASAL_BLAIRMORE_E
M0621	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M LSD 12, 13 SEC 35	PNG TO BASE MANNVILLE EXCL PNG BELOW BASE BELLY_RIVER TO BASE BLAIRMORE
M0621	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M LSD 12, 13 SEC 35	NG IN BASAL_BLAIRMORE_C; NG IN BASAL_BLAIRMORE_D
M0621	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M LSD 12, 13 SEC 35	PNG BELOW BASE BELLY_RIVER TO BASE BLAIRMORE EXCL NG IN BASAL_BLAIRMORE_C
M0623	PNG	ORR	FH	JOFFRE	TWP 39 RGE 27 W4M PTN S SEC 1 (LYING EAST OF RED DEER RIVER)	PNG TO BASE MANNVILLE
M0624	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M SW SEC 26	PNG IN VIKING_ZONE
M0625	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M PTN NE SEC 27	PNG TO TOP NISKU
M0625	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M NW SEC 26	PNG IN VIKING_ZONE
M0627	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M LSD 9, 10 SEC 35	NG IN BASAL_BLAIRMORE_E
M0628	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M SE SEC 23	PNG TO BASE MANNVILLE
M0630	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M LSD 15, 16 SEC 35	NG IN BASAL_BLAIRMORE_E
M0630	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M LSD 15, 16 SEC 35	PNG TO BASE MANNVILLE EXCL PNG BELOW BASE BELLY_RIVER TO BASE BLAIRMORE
M0630	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M LSD 15, 16 SEC 35	PNG BELOW BASE BELLY_RIVER TO BASE BLAIRMORE EXCL NG IN BASAL_BLAIRMORE_E
M0631	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M NW SEC 23	PNG TO BASE MANNVILLE
M0632	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M S SEC 35	NG IN BASAL_BLAIRMORE_E
M0632	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M S SEC 35	PNG TO BASE MANNVILLE EXCL PNG BELOW BASE BELLY_RIVER TO BASE BLAIRMORE
M0632	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M S SEC 35	PNG BELOW BASE BELLY_RIVER TO BASE BLAIRMORE EXCL NG IN BASAL_BLAIRMORE_E
M0633	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M LSD 11 & 14 SEC 35	NG IN BASAL_BLAIRMORE_E
M0633	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M LSD 11 & 14 SEC 35	PNG TO BASE MANNVILLE EXCL PNG BELOW BASE BELLY_RIVER TO BASE BLAIRMORE
M0633	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M LSD 11 & 14 SEC 35	PNG BELOW BASE BELLY_RIVER TO BASE BLAIRMORE EXCL NG IN BASAL_BLAIRMORE_E
M0673	PNG	ORR	CR	JOFFRE	TWP 38 RGE 26 W4M E SEC 18	PNG TO BASE MANNVILLE
M0675	PNG	ORR	FH	JOFFRE	TWP 38 RGE 26 W4M SE SEC 31	PNG TO TOP NISKU EXCL PNG FROM BASE VIKING_ZONE TO BASE MANNVILLE
M0675	PNG	ORR	FH	JOFFRE	TWP 38 RGE 26 W4M LSD 10,15 SEC 31	PNG TO TOP NISKU EXCL PNG FROM BASE VIKING_ZONE TO BASE MANNVILLE
M0675	PNG	ORR	FH	JOFFRE	TWP 38 RGE 26 W4M LSD 9,16 SEC 31	PNG BELOW BASE MANNVILLE TO TOP NISKU
M0724	PNG	ORR	FH	JOFFRE	TWP 39 RGE 26 W4M PTN SW SEC 19	PNG TO TOP NISKU
M0727	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M PTN SE SEC 26	PNG FROM BASE MANNVILLE TO TOP NISKU
M0727	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M PTN SE SEC 26	PNG IN VIKING_ZONE

SCHEDULE E

DEL Canada GP Ltd.

Purchase & Sale Agreement - Canadian Oil & Gas International Inc.

Gross Overriding Royalty Properties

Lease File	Lease Type	Interest type	Lessor Type	Area	Land Description	Rights
M0735	PNG	ORR	CR	JOFFRE	TWP 39 RGE 26 W4M NE SEC 30	PNG IN NISKU
M0755	PNG	ORR	FH	JOFFRE	TWP 38 RGE 27 W4M PTN SE SEC 26	PNG IN VIKING_ZONE
M1614	PNG	ORR	FH	JOFFRE - ALPETRO	TWP 37 RGE 26 W4M NW15 (AS TO AN UNDIVIDED 11.11% INTEREST)	PNG IN VIKING_ZONE (PNG IN UPPER VIKING ZONE ONLY - UNITIZED)
M1615	PNG	ORR	FH	JOFFRE - ALPETRO	TWP 37 RGE 26 W4M NW15 (AS TO AN UNDIVIDED 11.11% INTEREST)	PNG IN VIKING_ZONE (PNG IN UPPER VIKING ZONE ONLY - UNITIZED)
M1616	PNG	ORR	FH	JOFFRE - ALPETRO	TWP 37 RGE 26 W4M NW15 (AS TO AN UNDIVIDED 11.11% INTEREST)	PNG IN VIKING_ZONE (PNG IN UPPER VIKING ZONE ONLY - UNITIZED)
M1617	PNG	ORR	FH	JOFFRE - ALPETRO	TWP 37 RGE 26 W4M NW15 (AS TO AN UNDIVIDED 33.33% INTEREST)	PNG IN VIKING_ZONE (PNG IN UPPER VIKING ZONE ONLY - UNITIZED)
M1618	PNG	ORR	CR	JOFFRE - ALPETRO	TWP 37 RGE 26 W4M PTN NW15	PNG IN VIKING_ZONE (PNG IN UPPER VIKING ZONE ONLY - UNITIZED)
M1624	PNG	ORR	FH	JOFFRE - ALPETRO	TWP 37 RGE 26 W4M NW15 (AS TO AN UNDIVIDED 33.33% INTEREST)	PNG IN VIKING_ZONE (PNG IN UPPER VIKING ZONE ONLY - UNITIZED)
M0813	PNG	ORR	CR	JOFFRE D-3 AREA	TWP 39 RGE 26 W4M N/2 22, SE/4 22	PET IN LEDUC ("PETROLEUM SUBSTANCES MEANS PETROLEUM & OTHER HYDROCARBONS [EXCEPT COAL] OR ANY OF THEM, & ALL SUBSTANCES ASSOCIATED THEREWITH, BUT DOES NOT INCLUDE NATURAL GAS OCCURRING IN ITS FREE STATE.") PNG BELOW BASE NISKU TO BASE LEDUC EXCL PET IN LEDUC
M0813	PNG	ORR	CR	JOFFRE D-3 AREA	TWP 39 RGE 26 W4M N/2 22, SE/4 22	PNG BELOW BASE NISKU TO BASE LEDUC EXCL PET IN LEDUC
M1210	PNG	ORR	FH	JOFFRE D-3 AREA	TWP 39 RGE 26 W4M SE/4 27	ALL PNG
M0089	PNG	ORR	CR	OBERLIN	TWP 38 RGE 21 W4M SEC 20	ALL PET FROM TOP SURFACE TO BASE EDMONTON
M2140	PNG	ORR	FH	PENHOLD	TWP 37 RGE 28 W4M PTN SE 1 (59.088 HA)	ALL PNG
M1160	PNG	ORR	CR	RETLAW	TWP 13 RGE 19 W4M N/2 & SW/4 7	ALL PNG TO BASE MANNVILLE (EXCL PET TO BASE FISH SCALES - WESTGATE)
M1620	PNG	ORR	FH	RIVIERE	TWP 55 RGE 26 W4M NE 7	ALL PNG
M0939	PNG	ORR	CR	ROSALIND -AC	TWP 44 RGE 19 W4M SEC 22	ALL PNG TO BASE BELLY_RIVER EXCL CBM TO BASE BELLY_RIVER
M0950	PNG	ORR	CR	ROSALIND -AC	TWP 46 RGE 15 W4M SEC 12	ALL PNG TO BASE VIKING_SAND EXCL CBM TO BASE VIKING_SAND
M0951	PNG	ORR	CR	ROSALIND -AC	TWP 45 RGE 14 W4M SEC 4	ALL PNG TO BASE VIKING_SAND EXCL CBM TO BASE VIKING_SAND
M1214	PNG	ORR	CR	STETTLER	TWP 38 RGE 20 W4M SEC 34	PNG FROM BASE EDMONTON TO BASE BELLY_RIVER
M1288	PNG	ORR	CR	STETTLER	TWP 40 RGE 18 W4M S/2 34	PNG FROM TOP SURFACE TO BASE MANNVILLE
M1289	PNG	ORR	CR	STETTLER	TWP 40 RGE 18 W4M N/2 34	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE
M1671	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 23	ALL PNG BELOW BASE PEKISKO EXCL PNG FROM TOP NISKU TO BASE IRETON
M1671	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 23	PNG FROM TOP NISKU TO BASE IRETON
M1765	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 1	ALL PNG BELOW BASE PEKISKO EXCL PNG FROM TOP NISKU TO BASE IRETON
M1765	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 1	PNG FROM TOP NISKU TO BASE IRETON
M1766	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M W/2 3	ALL PNG BELOW BASE PEKISKO
M1767	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 4	ALL PNG BELOW BASE PEKISKO
M1768	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 5	ALL PNG BELOW BASE PEKISKO

SCHEDULE E

DEL Canada GP Ltd.

Purchase & Sale Agreement - Canadian Oil & Gas International Inc.

Gross Overriding Royalty Properties

Lease File	Lease Type	Interest type	Lessor Type	Area	Land Description	Rights
M1769	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 10	ALL PNG BELOW BASE PEKISKO
M1770	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 20	ALL PNG BELOW BASE PEKISKO EXCL PNG FROM TOP NISKU TO BASE IRETON
M1770	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 20	PNG FROM TOP NISKU TO BASE IRETON
M1771	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 21	ALL PNG BELOW BASE PEKISKO
M1772	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M NE/4 26	ALL PNG BELOW BASE PEKISKO EXCL PNG FROM TOP NISKU TO BASE IRETON
M1772	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M NE/4 26	PNG FROM TOP NISKU TO BASE IRETON
M1773	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 32	ALL PNG BELOW BASE PEKISKO EXCL PNG FROM TOP NISKU TO BASE IRETON
M1773	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 32	PNG BELOW TOP NISKU TO BASE IRETON
M1774	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 33	ALL PNG BELOW BASE PEKISKO
M1775	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 34	ALL PNG BELOW BASE PEKISKO
M1776	PNG	ORR	CR	TWINING	TWP 32 RGE 25 W4M SEC 4	ALL PNG BELOW BASE PEKISKO
M1777	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M W/2 SEC 24	ALL PNG BELOW BASE PEKISKO EXCL PNG FROM TOP NISKU TO BASE IRETON
M1777	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M W/2 SEC 24	PNG FROM TOP NISKU TO BASE IRETON
M1778	PNG	ORR	CR	TWINING	TWP 31 RGE 24 W4M S/2 18, NW 18	ALL PNG BELOW BASE PEKISKO EXCL PNG FROM TOP NISKU TO BASE IRETON
M1778	PNG	ORR	CR	TWINING	TWP 31 RGE 24 W4M S/2 18, NW 18	PNG FROM TOP NISKU TO BASE IRETON
M1779	PNG	ORR	CR	TWINING	TWP 31 RGE 24 W4M E/2 7	ALL PNG BELOW BASE PEKISKO EXCL PNG FROM TOP NISKU TO BASE IRETON
M1779	PNG	ORR	CR	TWINING	TWP 31 RGE 24 W4M E/2 7	PNG FROM TOP NISKU TO BASE IRETON
M1780	PNG	ORR	CR	TWINING	TWP 31 RGE 24 W4M W/2 30 TWP 31 RGE 25 W4M E/2 25	ALL PNG BELOW BASE PEKISKO EXCL PNG FROM TOP NISKU TO BASE IRETON
M1780	PNG	ORR	CR	TWINING	TWP 31 RGE 24 W4M W/2 30 TWP 31 RGE 25 W4M E/2 25	PNG FROM TOP NISKU TO BASE IRETON
M2229	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 2	ALL PNG BELOW BASE PEKISKO EXCL PNG FROM TOP NISKU TO BASE IRETON
M2229	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 2	PNG FROM TOP NISKU TO BASE IRETON
M2230	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 13	ALL PNG BELOW BASE PEKISKO EXCL PNG FROM TOP NISKU TO BASE IRETON
M2230	PNG	ORR	CR	TWINING	TWP 31 RGE 25 W4M SEC 13	PNG FROM TOP NISKU TO BASE IRETON
M2269	PNG	ORR	CR	TWINING	TWP 32 RGE 25 W4M SEC 11	ALL PNG BELOW BASE PEKISKO
M2322	PNG	ORR	CR	TWINING	TWP 32 RGE 25 W4M SEC 10	ALL PNG BELOW BASE PEKISKO
M0962	PNG	ORR	CR	TWINING	TWP 33 RGE 25 W4M 2	PNG TO BASE BELLY_RIVER
M0962	PNG	ORR	CR	TWINING	TWP 33 RGE 25 W4M 2	PNG BELOW BASE BELLY_RIVER TO BASE PEKISKO
M0962	PNG	ORR	CR	TWINING	TWP 33 RGE 25 W4M 2	(WELLBORES ONLY 100/07-02-33-25W4, 100/10-02-33-25W4/00/02)
M1764	PNG	ORR	CR	TWINING	TWP 30 RGE 25 W4M E/2 32	ALL PNG BELOW BASE PEKISKO

SCHEDULE E

DEL Canada GP Ltd.

Purchase & Sale Agreement - Canadian Oil & Gas International Inc.

Gross Overriding Royalty Properties

Lease File	Lease Type	Interest type	Lessor Type	Area	Land Description	Rights
M1536	PNG	ORR	CR	VILNA	TWP 60 RGE 13 W4M SEC 11	PNG BELOW BASE VIKING_ZONE TO BASE MANNVILLE
M0193	PNG	ORR	CR	WANDERING RIVER	TWP 75 RGE 14 W4M SEC 19, 30	ALL PNG TO BASE GROSOMONT; (EXCL NG IN WABISKAW-MCMURRAY)
M0194	PNG	ORR	CR	WANDERING RIVER	TWP 75 RGE 14 W4M SEC 28 TWP 75 RGE 14 W4M SEC 33	ALL PNG TO BASE GROSOMONT EXCL NG IN WABISKAW-MCMURRAY
M0195	PNG	ORR	CR	WANDERING RIVER	TWP 75 RGE 15 W4M SEC 36	ALL PNG TO BASE MANNVILLE (EXCLUDING NG IN WABISKAW-MCMURRAY)
M0195	PNG	ORR	CR	WANDERING RIVER	TWP 75 RGE 15 W4M SEC 25, SE 36, N 36	ALL PNG TO BASE MANNVILLE (EXCL NG IN WABISKAW_MCMURRAY)
M0196	PNG	ORR	CR	WANDERING RIVER	TWP 74 RGE 15 W4M SEC 7	ALL PNG TO BASE MANNVILLE EXCL PNG IN WABISKAW-MCMURRAY
M0196	PNG	ORR	CR	WANDERING RIVER	TWP 74 RGE 15 W4M SEC 4	ALL PNG TO BASE MANNVILLE EXCL PNG IN WABISKAW-MCMURRAY
M0197	PNG	ORR	CR	WANDERING RIVER	TWP 75 RGE 15 W4M SEC 32	ALL PNG TO BASE MANNVILLE EXCL NG IN WABISKAW-MCMURRAY
M0197	PNG	ORR	CR	WANDERING RIVER	TWP 75 RGE 15 W4M SEC 28, 29, 31, 33	ALL PNG TO BASE MANNVILLE EXCL NG IN WABISKAW-MCMURRAY
M0198	NG	ORR	CR	WANDERING RIVER	TWP 74 RGE 15 W4M SEC 1, 2, 3, 4, 11, 12, 13, 14, 23, 24	ALL NG IN WABISKAW-MCMURRAY
M0198	NG	ORR	CR	WANDERING RIVER	TWP 74 RGE 15 W4M SEC 10, 15, 22	ALL NG IN WABISKAW-MCMURRAY
M0199	NG	ORR	CR	WANDERING RIVER	TWP 75 RGE 15 W4M SEC 25, 27, 29, 32, 36	ALL NG IN GROSOMONT; ALL NG IN WABISKAW-MCMURRAY
M0199	NG	ORR	CR	WANDERING RIVER	TWP 75 RGE 15 W4M SEC 13, 16, 17, 24	ALL NG IN WABISKAW-MCMURRAY
M0199	NG	ORR	CR	WANDERING RIVER	TWP 75 RGE 15 W4M SEC 26, 30	ALL NG IN GROSOMONT; ALL NG IN WABISKAW-MCMURRAY
M0199	NG	ORR	CR	WANDERING RIVER	TWP 75 RGE 15 W4M SEC 2, 11, 12	ALL NG IN WABISKAW-MCMURRAY
M0200	NG	ORR	CR	WANDERING RIVER	TWP 75 RGE 15 W4M SEC 8, 35	ALL NG IN GROSOMONT
M0200	NG	ORR	CR	WANDERING RIVER	TWP 75 RGE 15 W4M SEC 9, 31	ALL NG IN GROSOMONT
M0201	NG	ORR	CR	WANDERING RIVER	TWP 74 RGE 14 W4M SEC 6, 15, 16, 18, 19, 20, 21, 29, 32, 22	ALL NG IN WABISKAW-MCMURRAY
M0201	NG	ORR	CR	WANDERING RIVER	TWP 75 RGE 14 W4M SEC 5, SEC 6, 7, 17, 20, 30, 33 TWP 74 RGE 14 W4M SEC 28	ALL NG IN WABISKAW-MCMURRAY
M0201	NG	ORR	CR	WANDERING RIVER	TWP 74 RGE 14 W4M SEC 17, 22, 33 TWP 75 RGE 14 W4M SEC 4, SW 5, N 5 SEC 8, 21, 28, 29	ALL NG IN WABISKAW-MCMURRAY
M0209	PNG	ORR	CR	WANDERING RIVER	TWP 72 RGE 13 W4M SEC 26	ALL PNG TO BASE MANNVILLE

APPENDIX C

**COGI Limited Partnership, Canadian Oil & Gas International Inc. and
Conserve Oil Group Inc. - In Receivership**

**Interim Statement of Receipts and Disbursements
For the Period October 26, 2015 to March 31, 2018**

	October 26/15 to March 31/18 \$
Receipts	
Net Receipts from Operations (Schedule 1)	8,356
Receiver's Certificate	9,214,557
Cash in Bank	1,569,216
Cash in Bank - Proven Oil Canada	845
Interest Income	2,360
Rental Income	71,389
Accounts Receivable	468,637
Sale of Assets	3,128,653
Settlement Funds (Bentley)	153,752
Miscellaneous Refunds	11,427
GST Collected (Net)	(196,251)
GST Refund	95,639
Total Receipts	14,528,580
 Disbursements	
Bank Charges	1,411
Commission - Sale of Assets	53,141
Filing Fees	280
Interest Expense	605,904
Change of locks	248
Pre-Receivership Payroll	64,405
Legal Fees and Disbursements (Schedule 2)	2,126,602
Consulting Services - Niven Fischer Energy Services Inc. (Schedule 2)	4,961,467
Receiver's Fees (Schedule 2)	1,970,508
CCAA Administration Charge (Schedule 3)	200,000
Payments to Arrow Point and POA	435,175
Funds transferred to Bankruptcy Estate	42,801
Funds Paid in Escrow	163,752
GST Remittance	167,037
Payment to Secured Creditor - ATB	2,108,206
Total Disbursements	12,900,936
Excess of Receipts over Disbursements	1,627,644
Represented By:	
General Bank Account	1,627,644
	1,627,644

**COGI Limited Partnership, Canadian Oil & Gas International Inc. and
Conserve Oil Group Inc. - In Receivership**

Interim Statement of Receipts and Disbursements

**Net Receipts from Operations
For the Period October 26, 2015 to March 31, 2018**

	October 26/15 to March 31/18 \$
Receipts	
Net Revenues	35,169,496
Total Receipts	<u>35,169,496</u>
 Disbursements	
Consulting Services	48,942
Operating Expenses	23,947,226
Payroll Services	130
Insurance	311,957
General and Administration Charges	170,999
Occupation Rent	278,752
Telephone and Utilities	2,090,366
Property Taxes	2,260,686
Royalty and Lease Payments	6,052,083
Total Disbursements	<u>35,161,140</u>
Net Receipts from Operations	<u><u>8,356</u></u>

COGI Limited Partnership, Canadian Oil & Gas International Inc. and Conserve Oil Group Inc. - In Receivership

Summary of Professional Fees and Disbursements

For the Period October 26, 2015 to March 31, 2018

Description	Invoice Number	Invoice Date	Fees \$	Disbursements \$	Subtotal \$	GST \$	Total \$	Amount Paid (Net of GST) \$
MNP Ltd.'s Fees and Disbursements (Receiver & Manager)								
For the period October 22, 2015 to November 30, 2015	7476289	08-Dec-15	243,882.00	786.40	244,668.40	12,233.42	256,901.82	244,668.40
For the period December 1, 2015 to December 31, 2015	7498217	15-Jan-16	107,065.50	252.30	107,317.80	5,365.89	112,683.69	107,317.80
For the period January 1, 2016 to January 31, 2016	7519153	10-Feb-16	132,800.00	332.92	133,132.92	6,656.65	139,789.57	133,132.92
For the period February 1, 2016 to February 29, 2016	7550152	10-Mar-16	97,651.50	92.93	97,744.43	4,887.22	102,631.65	97,744.43
For the period March 1, 2016 to March 31, 2016	7593865	08-Apr-16	100,361.50	52.82	100,414.32	5,020.72	105,435.04	100,414.32
For the period April 1, 2016 to April 30, 2016	7656952	06-May-16	87,595.00	-	87,595.00	4,379.75	91,974.75	87,595.00
For the period May 1, 2016 to May 31, 2016	7689446	07-Jun-16	104,389.50	5,861.79	110,251.29	5,512.56	115,763.85	110,251.29
For the period June 1, 2016 to June 30, 2016	7720384	22-Jul-16	104,184.00	3,221.18	107,405.18	5,370.26	112,775.44	107,405.18
For the period July 1, 2016 to July 31, 2016	7736834	19-Aug-16	71,841.00	1,806.82	73,647.82	3,682.39	77,330.21	73,647.82
For the period August 1, 2016 to August 31, 2016	7751525	12-Sep-16	81,432.50	950.92	82,383.42	4,119.17	86,502.59	82,383.42
For the period March 1, 2016 to August 31, 2016 (Bankruptcy)	7753633	14-Sep-16	20,879.50	-	20,879.50	1,043.98	21,923.48	20,879.50
For the period September 1, 2016 to September 30, 2016	7782094	25-Oct-16	90,298.00	27.64	90,325.64	4,516.28	94,841.92	90,325.64
For the period October 1, 2016 to October 31, 2016	7790157	04-Nov-16	38,497.50	38.97	38,536.47	1,926.82	40,463.29	38,536.47
For the period November 1, 2016 to November 30, 2016	7819826	14-Dec-16	64,805.50	20.05	64,825.55	3,241.28	68,066.83	64,825.55
For the period December 1, 2016 to December 31, 2016	7837465	13-Jan-16	51,814.00	105.95	51,919.95	2,596.00	54,515.95	51,919.95
For the period January 1, 2017 to January 31, 2017	7864004	14-Feb-17	68,651.00	38.98	68,689.98	3,434.50	72,124.48	68,689.98
For the period February 1, 2017 to February 28, 2017	7901777	16-Mar-17	53,992.00	74.10	54,066.10	2,703.30	56,769.40	54,066.10
For the period March 1, 2017 to March 31, 2017	7936852	06-Apr-17	47,746.00	35.23	47,781.23	2,389.06	50,170.29	47,781.23
For the period April 1, 2017 to April 30, 2017	8015200	11-May-17	29,622.00	13.00	29,635.00	1,481.75	31,116.75	29,635.00
For the period May 1, 2017 to May 31, 2017	8060968	27-Jun-17	46,443.50	51.51	46,495.01	2,324.75	48,819.76	46,495.01
For the period June 1, 2017 to June 30, 2017	8078386	14-Jul-17	54,196.50	46.59	54,243.09	2,712.15	56,955.24	54,243.09
For the period July 1, 2017 to July 31, 2017	8095499	08-Aug-17	30,946.50	63.97	31,010.47	1,550.52	32,560.99	31,010.47
For the period August 1, 2017 to August 31, 2017	8118553	11-Sep-17	61,562.50	85.64	61,648.14	3,082.41	64,730.55	61,648.14
For the period September 1, 2017 to September 30, 2017	8148552	19-Oct-17	57,625.00	103.41	57,728.41	2,886.42	60,614.83	57,728.41
For the period October 1, 2017 to October 31, 2017	8170827	14-Nov-17	32,150.50	588.88	32,739.38	1,636.97	34,376.35	32,739.38
For the period November 1, 2017 to November 30, 2017	8199596	18-Dec-17	19,073.00	-	19,073.00	953.65	20,026.65	19,073.00
For the period September 20, 2017 to November 30, 2017 (DEL)	8199610	18-Dec-17	56,249.50	101.29	56,350.79	2,817.54	59,168.33	56,350.79
For the period December 1, 2017 to December 31, 2017	8226363	24-Jan-18	10,742.50	73.69	10,816.19	540.81	11,357.00	-
For the period December 1, 2017 to December 31, 2017 (DEL)	8215130	09-Jan-18	18,073.50	-	18,073.50	903.68	18,977.18	-
For the period January 1, 2018 to January 31, 2018	8258632	22-Feb-18	27,423.11	105.11	27,528.22	1,371.16	28,899.38	-
For the period January 1, 2018 to January 31, 2018 (DEL)	8258659	22-Feb-18	52,930.00	-	52,930.00	2,646.50	55,576.50	-
For the period February 1, 2018 to February 28, 2018	8277658	06-Mar-18	36,872.50	21.15	36,893.65	1,844.68	38,738.33	-
For the period February 1, 2018 to February 28, 2018 (DEL)	8273673	01-Mar-18	46,103.00	59.62	46,162.62	2,308.13	48,470.75	-
For the period March 1, 2018 to March 31, 2018	8332496	09-Apr-18	18,727.50	-	18,727.50	936.38	19,663.88	-
For the period March 1, 2018 to March 31, 2018 (DEL)	8332548	09-Apr-18	53,892.00	126.40	54,018.40	2,700.92	56,719.32	-
SubTotal - MNP Ltd.'s Fees and Disbursements			2,220,519.11	15,139.26	2,235,658.37	115,054.61	2,350,712.98	1,970,508.29

COGI Limited Partnership, Canadian Oil & Gas International Inc. and Conserve Oil Group Inc. - In Receivership

Summary of Professional Fees and Disbursements
For the Period October 26, 2015 to March 31, 2018

Description	Invoice Number	Invoice Date	Fees \$	Disbursements \$	Subtotal \$	GST \$	Total \$	Amount Paid (Net of GST) \$
DLA Piper (Canada) LLP (Legal Counsel)								
For the period October 27, 2015 to November 15, 2015	1589698	19-Nov-15	95,517.50	1,023.61	96,541.11	4,798.61	101,339.72	96,541.11
For the period October 30, 2015 to November 30, 2015	1596501	10-Dec-15	95,691.50	3,013.27	98,704.77	4,925.98	103,630.75	98,704.77
For the period November 30, 2015 to December 15, 2015	1598036	21-Dec-15	70,535.50	981.79	71,517.29	3,562.62	75,079.91	71,517.29
For the period December 1, 2015 to December 31, 2015	1604137	21-Jan-16	96,994.50	1,398.93	98,393.43	4,908.75	103,302.18	98,393.43
For the period January 4, 2016 to January 15, 2016	1604138	21-Jan-16	69,916.50	651.64	70,568.14	3,519.11	74,087.25	70,568.14
For the period January 8, 2016 to January 29, 2016	1610068	11-Feb-16	49,458.00	545.76	50,003.76	2,478.74	52,482.50	50,003.76
For the period Feb 1, 2016 to Feb 14, 2016	1611509	23-Feb-16	53,527.50	624.99	54,152.49	2,687.15	56,839.64	54,152.49
For the period February 16, 2016 to February 29, 2016	1614370	14-Mar-16	48,046.00	317.06	48,363.06	2,415.55	50,778.61	48,363.06
For the period February 29, 2016 to March 15, 2016	1616807	31-Mar-16	58,291.50	1,238.00	59,529.50	2,954.20	62,483.70	59,529.50
For the period February 29, 2016 to March 15, 2016	1616809	31-Mar-16	15,617.50	-	15,617.50	780.88	16,398.38	15,617.50
For the period March 16, 2016 to April 15, 2016	1623067	28-Apr-16	60,258.50	1,029.99	61,288.49	3,041.19	64,329.68	61,288.49
For the period March 18, 2016 to April 15, 2016	1623070	28-Apr-16	45,170.00	66.00	45,236.00	2,261.81	47,497.81	45,236.00
For the period April 17, 2016 to May 23, 2016	1630183	31-May-16	3,502.50	2,168.95	5,671.45	283.58	5,955.03	5,671.45
For the period April 7, 2016 to May 25, 2016	1630192	31-May-16	108,993.00	59,593.45	168,586.45	5,459.12	174,045.57	168,586.45
For the period May 20, 2016 to June 24, 2016	1637232	30-Jun-16	9,940.00	828.58	10,768.58	538.44	11,307.02	10,768.58
For the period June 7, 2016 to June 17, 2016	1637233	30-Jun-16	2,620.00	-	2,620.00	131.00	2,751.00	2,620.00
For the period May 12, 2016 to June 24, 2016	1637235	30-Jun-16	70,096.50	29,805.26	99,901.76	3,525.06	103,426.82	99,901.76
For the period June 25, 2016 to July 22, 2016	1643970	28-Jul-16	1,140.00	-	1,140.00	57.00	1,197.00	1,140.00
For the period June 21, 2016 to July 26, 2016	1643971	28-Jul-16	24,832.50	12,357.41	37,189.91	1,859.01	39,048.92	37,189.91
For the period June 29, 2016 to June 29, 2016	1643972	28-Jul-16	60.00	-	60.00	3.00	63.00	60.00
For the period July 12, 2016 to August 11, 2016	1653392	02-Sep-16	4,780.00	443.70	5,223.70	261.20	5,484.90	5,223.70
For the period July 4, 2016 to August 29, 2016	1653433	02-Sep-16	62,012.50	348.56	62,361.06	3,117.91	65,478.97	62,361.06
For the period August 2, 2016 to September 28, 2016	1657284	30-Sep-16	77,377.50	332.83	77,710.33	3,879.46	81,589.79	77,710.33
For the period September 6, 2016 to October 28, 2016	1664121	31-Oct-16	42,010.00	425.93	42,435.93	2,111.80	44,547.73	42,435.93
For the period September 7, 2016 to October 3, 2016	1664103	31-Oct-16	8,792.50	7.50	8,800.00	440.01	9,240.01	8,800.00
For the period October 5, 2016 to November 25, 2016	1670681	29-Nov-16	67,513.00	2,406.80	69,919.80	3,485.94	73,405.74	69,919.80
For the period October 27, 2016 to December 19, 2016	1677206	21-Dec-16	65,139.50	1,428.57	66,568.07	3,313.49	69,881.56	66,568.07
For the period July 6, 2016 to November 29, 2016 (Germany)	20154623	16-Jan-17	63,573.75	-	63,573.75	-	63,573.75	63,573.75
For the period December 19, 2016 to January 29, 2017	1687416	08-Feb-17	141,715.00	4,888.77	146,603.77	7,265.15	153,868.92	146,603.77
For the period January 30, 2017 to February 24, 2017	1690431	28-Feb-17	55,180.00	2,339.78	57,519.78	2,872.73	60,392.51	57,519.78
For the period February 27, 2017 to March 24, 2017	1733772	07-Sep-17	16,630.00	43,271.62	59,901.62	840.09	60,741.71	59,901.62
For the period December 8, 2016 to December 30, 2016 (Germany)	20155661	06-Feb-17	47,397.15	-	47,397.15	-	47,397.15	47,397.15
For the period March 3, 2017 to April 28, 2017	1707223	08-May-17	33,234.50	414.65	33,649.15	1,673.69	35,322.84	33,649.15
For the period May 1, 2017 to May 29, 2017	1740451	13-Oct-17	42,968.50	428.91	43,397.41	2,151.94	45,549.35	43,397.41
For the period May 30, 2017 to July 25, 2017	1723648	28-Jul-17	56,166.50	287.43	56,453.93	2,818.81	59,272.74	56,453.93
For the period July 26, 2017 to August 25, 2017	1729967	29-Aug-17	60,005.00	237.87	60,242.87	3,010.61	63,253.48	60,242.87
For the period August 26, 2017 to September 30, 2017	1742553	30-Oct-17	63,327.00	366.84	63,693.84	3,181.60	66,875.44	63,693.84
For the period October 1, 2017 to October 27, 2017	1742993	31-Oct-17	19,812.50	-	19,812.50	990.63	20,803.13	19,812.50

COGI Limited Partnership, Canadian Oil & Gas International Inc. and Conserve Oil Group Inc. - In Receivership

Summary of Professional Fees and Disbursements

For the Period October 26, 2015 to March 31, 2018

Description	Invoice Number	Invoice Date	Fees	Disbursements	Subtotal	GST	Total	Amount Paid (Net of GST)
			\$	\$	\$	\$	\$	\$
For the period October 1, 2017 to October 27, 2017 (DEL)	1742995	31-Oct-17	11,860.00	4.20	11,864.20	593.21	12,457.41	11,864.20
For the period October 28, 2017 to November 27, 2017	1749408	30-Nov-17	7,102.50	274.00	7,376.50	356.33	7,732.83	7,376.50
For the period October 28, 2017 to November 27, 2017 (DEL)	1749411	30-Nov-17	14,730.00	5.74	14,735.74	736.79	15,472.53	14,735.74
For the period November 28, 2017 to December 18, 2017	1755298	20-Dec-17	4,057.50	50.00	4,107.50	202.88	4,310.38	4,107.50
For the period November 28, 2017 to December 18, 2017 (DEL)	1755297	20-Dec-17	7,350.00	50.00	7,400.00	367.50	7,767.50	7,400.00
For the period January 18, 2018 to January 26, 2018 (Bauland)(DEL)	1762515	31-Jan-18	2,173.50	-	2,173.50	108.68	2,282.18	-
For the period December 18, 2017 to January 26, 2018	1762628	31-Jan-18	10,800.00	36.00	10,836.00	540.00	11,376.00	-
For the period December 19, 2017 to January 26, 2018 (DEL)	1762662	31-Jan-18	36,423.00	-	36,423.00	1,821.15	38,244.15	-
For the period January 27, 2018 to February 26, 2018	1768690	28-Feb-18	9,708.00	335.06	10,043.06	488.97	10,532.03	-
For the period January 27, 2018 to February 26, 2018 (Bauland)(DEL)	1771293	05-Mar-18	12,269.00	0.11	12,269.11	613.46	12,882.57	-
For the period January 27, 2018 to February 26, 2018 (DEL)	1768794	28-Feb-18	39,917.50	665.67	40,583.17	2,010.16	42,593.33	-
For the period December 19, 2017 to February 26, 2018 (Convega)(DEL)	1768529	28-Feb-18	1,902.50	-	1,902.50	95.13	1,997.63	-
SubTotal - DLA Piper (Canada) LLP			2,066,137.40	174,695.23	2,240,832.63	99,540.12	2,340,372.75	2,126,602.29
Niven Fischer Energy Services Inc. (Consulting Services)								
For the period October 22, 2015 to October 31, 2015	15-1164	15-Dec-15	23,712.50	825.00	24,537.50	1,226.88	25,764.38	24,537.50
For the period November 1, 2015 to November 30, 2015	15-1677	15-Dec-15	182,862.50	29,797.57	212,660.07	10,632.64	223,292.71	212,660.07
For the period December 1, 2015 to December 31, 2015	15-1180	31-Dec-15	178,866.25	20,357.17	199,223.42	9,961.17	209,184.59	199,223.42
For the period January 1, 2016 to January 31, 2016	16-1200	15-Feb-16	246,040.00	2,875.42	248,915.42	12,445.77	261,361.19	248,915.42
For the period February 1, 2016 to February 29, 2016	16-1213	15-Mar-16	251,800.00	11,391.64	263,191.64	13,131.59	276,323.23	263,191.64
For the period March 1, 2016 to March 31, 2016	16-1229	18-Apr-16	250,273.75	13,983.38	264,257.13	13,212.86	277,469.99	264,257.13
For the period April 1, 2016 to April 30, 2016	16-1248	15-May-16	220,328.75	17,078.31	237,407.06	11,870.04	249,277.10	237,407.06
For the period May 1, 2016 to May 31, 2016	16-1264	15-Jun-16	206,711.25	3,595.68	210,306.93	10,515.35	220,822.28	210,306.93
For the period June 1, 2016 to June 30, 2016	16-1280	15-Jul-16	191,117.50	1,344.38	192,461.88	9,623.09	202,084.97	192,461.88
For the period July 1, 2016 to July 31, 2016	16-1296	15-Aug-16	172,747.50	2,446.82	175,194.32	8,759.72	183,954.04	175,194.32
For the period August 1, 2016 to August 31, 2016	16-1310	16-Sep-16	193,472.50	29,602.70	223,075.20	11,153.66	234,228.86	223,075.20
For the period September 1, 2016 to September 30, 2016	16-1325	14-Oct-16	224,080.00	3,452.55	227,532.55	11,376.62	238,909.17	227,532.55
For the period October 1, 2016 to October 31, 2016	16-1334	09-Nov-16	193,707.50	6,705.29	200,412.79	10,020.64	210,433.43	200,412.79
For the period November 1, 2016 to November 30, 2016	16-1353	15-Dec-16	190,155.00	16,292.75	206,447.75	10,322.39	216,770.14	206,447.75
For the period December 1, 2016 to December 31, 2016	16-1370	31-Dec-16	159,190.00	3,099.54	162,289.54	8,114.48	170,404.02	162,289.54
For the period January 1, 2017 to January 31, 2017	17-1387	15-Feb-17	177,927.50	4,627.45	182,554.95	9,127.75	191,682.70	182,554.95
For the period February 1, 2017 to February 28, 2017	17-1402	15-Mar-17	155,070.00	3,368.69	158,438.69	7,919.43	166,358.12	158,438.69
For the period February 1, 2017 to February 28, 2017 (Reactivations)	17-1416	15-Mar-17	21,442.50	800.00	22,242.50	1,112.13	23,354.63	22,242.50
For the period March 1, 2017 to March 31, 2017	17-1422	13-Apr-17	181,851.25	2,614.64	184,465.89	9,223.29	193,689.18	184,465.89
For the period March 1, 2017 to March 31, 2017 (Reactivations)	17-1432	13-Apr-17	24,600.00	-	24,600.00	1,230.00	25,830.00	24,600.00
For the period April 1, 2017 to April 30, 2017	17-1442	18-May-17	167,753.75	590.93	168,344.68	8,417.23	176,761.91	168,344.68
For the period April 1, 2017 to April 30, 2017 (Reactivations)	17-1451	18-May-17	13,987.50	450.00	14,437.50	721.88	15,159.38	14,437.50
For the period May 1, 2017 to May 31, 2017	17-1461	16-Jun-17	172,585.00	3,024.75	175,609.75	8,780.49	184,390.24	175,609.75
For the period May 1, 2017 to May 31, 2017 (Reactivations)	17-1470	16-Jun-17	5,325.00	200.00	5,525.00	276.25	5,801.25	5,525.00

COGI Limited Partnership, Canadian Oil & Gas International Inc. and Conserve Oil Group Inc. - In Receivership

Summary of Professional Fees and Disbursements

For the Period October 26, 2015 to March 31, 2018

Description	Invoice Number	Invoice Date	Fees	Disbursements	Subtotal	GST	Total	Amount Paid (Net of GST)
			\$	\$	\$	\$	\$	\$
For the period June 1, 2017 to June 30, 2017	17-1482	17-Jul-17	136,918.75	2,971.83	139,890.58	6,994.03	146,884.61	139,890.58
For the period June 1, 2017 to June 30, 2017 (Reactivations)	17-1491	17-Jul-17	675.00	-	675.00	33.75	708.75	675.00
For the period July 1, 2017 to July 31, 2017	17-1500	08-Sep-17	120,300.00	18,043.62	138,343.62	6,917.18	145,260.80	138,343.62
For the period July 1, 2017 to July 31, 2017 (Reactivations)	17-1502	22-Aug-17	15,025.00	1,300.00	16,325.00	816.25	17,141.25	16,325.00
For the period August 1, 2017 to August 31, 2017	17-1530	06-Oct-17	138,846.25	10,603.09	149,449.34	7,472.47	156,921.81	149,449.34
For the period August 1, 2017 to August 31, 2017 (Reactivations)	17-1531	06-Oct-17	26,227.50	100.00	26,327.50	1,316.38	27,643.88	26,327.50
For the period September 1, 2017 to September 30, 2017	17-1593	24-Nov-17	123,523.75	12,579.02	136,102.77	6,805.14	142,907.91	-
For the period September 1, 2017 to September 30, 2017 (Reactivations)	17-1591	20-Nov-17	31,478.75	-	31,478.75	1,573.94	33,052.69	-
For the period October 1, 2017 to October 31, 2017	17-1594	24-Nov-17	44,190.00	1,246.39	45,436.39	2,271.82	47,708.21	45,436.39
For the period October 1, 2017 to October 31, 2017 (Reactivations)	17-1592	20-Nov-17	14,737.50	-	14,737.50	736.88	15,474.38	14,737.50
For the period October 1, 2017 to October 31, 2017 (DEL)	17-1595	24-Nov-17	100,121.25	9,069.76	109,191.01	5,459.55	114,650.56	109,191.01
For the period November 1, 2017 to November 30, 2017	17-1644	05-Feb-18	28,227.50	991.26	29,218.76	1,460.94	30,679.70	29,218.76
For the period November 1, 2017 to November 30, 2017 (DEL)	17-1646	05-Feb-18	145,546.25	9,473.92	155,020.17	7,751.01	162,771.18	155,020.17
For the period December 1, 2017 to December 31, 2017	17-1645	05-Feb-18	12,740.00	1,560.08	14,300.08	715.00	15,015.08	14,300.08
For the period December 1, 2017 to December 31, 2017 (DEL)	17-1647	05-Feb-18	128,925.00	9,495.01	138,420.01	6,921.00	145,341.01	138,420.01
For the period January 1, 2018 to January 31, 2018	18-1651	15-Mar-18	25,541.25	-	25,541.25	1,277.06	26,818.31	-
For the period January 1, 2018 to January 31, 2018 (DEL)	18-1652	15-Mar-18	161,752.50	11,834.45	173,586.95	8,640.86	182,227.81	-
SubTotal - Niven Fischer Energy Services Inc.			5,060,383.75	267,793.09	5,328,176.84	267,974.09	5,596,150.93	4,961,467.12

COGI Limited Partnership and Canadian Oil & Gas International Inc. (collectively, "COGI")
Companies' Creditors Arrangement Act
Schedule of Outstanding Obligations Covered by the Administration Charge

Payee	Description	Invoice #	Invoice Date	Fees	Disbursements	SubTotal	Pro-Rata %	Pro-Rata Amount	GST	Total Payment	Remaining Balance
MNP Ltd., Monitor	For the period October 1-26, 2015	7447801	28-Oct-15	67,737.50	-	67,737.50					
						<u>67,737.50</u>	23%	<u>46,939.02</u>	<u>2,346.95</u>	<u>49,285.97</u>	<u>20,798.48</u>
DLA Piper (Canada) Ltd., Monitor's Legal Counsel		1589689	19-Nov-15	16,397.50	486.85	16,884.35					
						<u>16,884.35</u>	6%	<u>11,700.09</u>	<u>585.00</u>	<u>12,285.09</u>	<u>5,184.26</u>
Field LLP, COGI's Legal Counsel	For the period June 18 to August 28, 2015	366193	31-Aug-15	46,681.00	312.21	46,993.21					
Field LLP, COGI's Legal Counsel	For the period August 31 to October 19, 2015	370749	20-Oct-15	84,775.00	501.91	85,276.91					
Field LLP, COGI's Legal Counsel	For the period to October 26, 2015	372942	12-Nov-15	15,135.00	423.89	15,558.89					
Less: Retainer Held						<u>(50,000.00)</u>					
						<u>97,829.01</u>	34%	<u>67,791.07</u>	<u>3,389.55</u>	<u>71,180.62</u>	<u>30,037.94</u>
Blake, Cassels & Graydon LLP, ATB's Legal Counsel	For the period to September 29, 2015	1866199	30-Sep-15	37,022.00	116.40	37,138.40					
Blake, Cassels & Graydon LLP, ATB's Legal Counsel	For the period to October 30, 2015	1872607	30-Oct-15	68,319.50	710.40	69,029.90					
						<u>106,168.30</u>	37%	<u>73,569.82</u>	<u>-</u>	<u>73,569.82</u>	<u>32,598.48</u>
						<u>\$288,619.16</u>	100%	<u>\$200,000.00</u>	<u>\$6,321.51</u>	<u>\$206,321.51</u>	<u>\$88,619.16</u>

*** Administration Charge is to a maximum of \$200,000.