

COURT FILE NUMBER	1901-14615
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ORPHAN WELL ASSOCIATION
DEFENDENT	HOUSTON OIL & GAS LTD.
	IN THE MATTER OF THE RECEIVERSHIP OF HOUSTON OIL & GAS LTD.
DOCUMENT	<b>SUPPLEMENT TO THE SECOND REPORT OF THE RECEIVER, BDO CANADA LIMITED SEPTEMBER 30, 2020</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Borden Ladner Gervais LLP 1900, 520 - 3 <sup>rd</sup> Ave. SW Calgary, AB T2P 0R3  Attention: Jack R. Maslen Telephone: 403-232-9790 Facsimile: 403- 266-1395 Email: <a href="mailto:jmaslen@blg.com">jmaslen@blg.com</a>

**SUPPLEMENT TO THE  
SECOND REPORT OF THE RECEIVER  
BDO CANADA LIMITED  
SEPTEMBER 30, 2020**

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## **PURPOSE**

1. On August 24, 2020, the Receiver prepared a report to this Honourable Court (the “**Second Report**”) in advance of its application seeking approval of nine Proposed Transactions (the “**Initial Sale Approval Application**”). On September 3, 2020, the Court granted Approval and Vesting Orders in respect of each of the nine Proposed Transactions.
2. As set out in the Second Report, as of the date thereof, the Receiver and Sayer were continuing to have discussions and engage in negotiations with several additional interested parties in respect of the SSP; however, at that time the Receiver was unable to advise as to whether any further transactions would be consummated.
3. This report supplements the Second Report (the “**Supplement to the Second Report**”) and has been prepared for the purpose of providing this Honourable Court with:
  - a further update as to the status of the SSP;
  - an overview of three additional sale agreements (the “**Subsequent Sale Agreements**”), which the Receiver has now entered into arising from the SSP;
  - further comments in respect of the Pioneer GORR; and
  - the Receiver’s recommendations in respect of the foregoing.
4. The Receiver will provide a more fulsome update as to the administration of these receivership proceedings at a later date, following the closing of the transactions contemplated by the Subsequent Sale Agreements (the “**Subsequent Transactions**”).
5. Unless otherwise indicated, capitalized terms used herein have the meanings given to them in the Receivership Order, the SSP, the First Report and the Second Report, as applicable.

## **SALE SOLICITATION PROCESS UPDATE**

6. As is set out at paragraphs 7 to 17 of the Second Report, the Receiver (in conjunction with Sayer) launched the SSP in January 2020. The SSP comprised a broad pre-marketing and marketing phase, a non-binding LOI phase and a binding Formal Offer phase, the latter of which concluded on April 7, 2020.
7. The SSP did not result in any *en bloc* offers for Houston's assets. Thus, the Receiver entered into discussions and negotiations with several bidders in an effort to sell certain categories of assets. Ultimately, the Receiver initially entered into nine Sale Agreements, between August 13 and 24, 2020, with Phase 2 Qualified Bidders who had submitted Formal Offers. Those transactions were approved by this Court at the Initial Sale Approval Application.
8. Since then, the Receiver and Sayer have continued to have discussions and engage in negotiations with several other parties (the "**Subsequent Purchasers**"), in order to maximize value to stakeholders and to minimize the number of Houston's assets that may become disclaimed or orphaned.
9. These negotiations have now resulted in the Receiver entering into three Subsequent Sale Agreements with the Subsequent Purchasers. As a result, the Receiver considers it appropriate to seek this Court's approval of the Subsequent Sale Agreements and Subsequent Transactions contemplated therein.

## **SUBSEQUENT TRANSACTIONS**

10. A high-level summary of the Subsequent Transactions, the identity of the Subsequent Purchasers, and the general nature and location of the respective subject assets, is as follows:
  - PSA with Road 53 Resources Inc. – whitemap offer for interests in the Leckie area;
  - PSA with Seol Energy Inc. – certain interests in the Herronton area; and
  - PSA with Canadian Natural Resources – certain interests in the Peace River Arch and Enchant areas.

11. Redacted copies of the Subsequent Sale Agreements are attached hereto as **Appendices “A” – “C”**. Moreover, unredacted copies of the Subsequent Sale Agreements are attached hereto as **Confidential Appendices “D” - “F”**.
12. All of the Subsequent Transactions are subject to approval of this Honourable Court. A summary of the salient terms of each of the executed Subsequent Sale Agreements, and a schedule summarizing the cash purchase price, the deemed liabilities being assumed (as derived by the Alberta Energy Regulator) and the number of wells involved in each of the Subsequent Transactions, are attached as **Confidential Appendices “G” and “H”**, respectively.

### **RECEIVER’S ANALYSIS OF SUBSEQUENT TRANSACTIONS**

13. The Receiver has been actively involved with Sayer in reviewing, negotiating and finalizing the Subsequent Transactions. The AER and OWA have also been consulted with by the Receiver, or by the respective Subsequent Purchaser, where appropriate, in respect of the Subsequent Transactions.
14. In the circumstances, the Receiver believes that the Subsequent Transactions are in the best interest of all stakeholders and recommends approval of same for the following reasons:
  - The Subsequent Transactions were generated as a result of the SSP, which was approved by this Court pursuant to the SSP Order;
  - Sayer is regarded as a well respected sales advisor in the marketplace and has executed many engagements on behalf of receivers;
  - Houston’s assets were widely advertised by Sayer during the SSP, which Sayer advises received significant interest from potential buyers for an offering of its size;
  - The Receiver and Sayer have undertaken an extensive negotiation process with the Subsequent Purchasers and the Receiver considers the cash proceeds to be realized from the Subsequent Transactions to be the best price available;

- In addition to cash consideration, the consummation of the Subsequent Transactions will result in the Subsequent Purchasers assuming responsibility for the related abandonment and reclamation cost associated with the wells, facilities, and pipelines being purchased, estimated to total approximately \$12.2 million. If the Subsequent Transactions are not approved, then it is likely that the subject assets and substantial liability associated therewith will become the responsibility of OWA;
- The Subsequent Transactions are not subject to any material conditions other than Court approval, vesting free and clear of encumbrances excluding any permitted encumbrances, and a lack of legal barriers to consummation of the transaction, such as the ability to transfer licenses;
- The Receiver understands that the OWA is supportive of the Subsequent Transactions;
- The Subsequent Transactions will each result in the Subsequent Purchasers assuming obligations of Houston in respect of certain municipal property taxes, mineral lease royalties and rentals, and surface lease rentals;
- The global oil and gas industry continues to be in a dire economic condition, and the Pandemic is ongoing, meaning that the costs and delays associated with any further marketing efforts are highly unlikely to generate any more favourable transactions in respect of the assets being purchased;
- The Receiver considers that there has been no unfairness arising from the SSP; and
- The Receiver is of the view that the Subsequent Transactions were negotiated in good faith and are commercially reasonable in the circumstances.

### **PIONEER ROYALTY AGREEMENT**

15. As detailed at paragraphs 22-26 of the Second Report (and in the First Report), during the course of its administration of this receivership, the Receiver discovered that Houston appeared to have entered into a royalty agreement (the “**Pioneer Royalty Agreement**”) on April 1, 2018, with an apparent related party, Pioneer Oil Well Service Corp. (“**Pioneer**”), whereby Houston agreed to pay Pioneer a 5% gross overriding royalty, with no deductions, on all petroleum substances produced on Houston’s lands from its wells (the “**Pioneer GORR**”).
16. The Receiver issued a Notice of Disclaimer to Pioneer disclaiming the Pioneer Royalty Agreement on December 3, 2020. At no time has the Receiver received any communication responding to or objecting to the Disclaimer from Pioneer, or at all.
17. Nevertheless, in the course of negotiating and finalizing the Subsequent Transactions, certain of the Subsequent Purchasers requested that specific relief be obtained from the Court as further assurance that the Pioneer GORR will not encumber the purchased assets. Consequently, certain of the sale approval and vesting orders contemplate specific vesting relief in respect of the Pioneer GORR. The Receiver considers such relief to be commercially fair and reasonable in the circumstances and for the benefit of stakeholders as a whole.
18. The Receiver notes that this Honourable Court granted specific vesting relief in respect of the Pioneer GORR at the Initial Sale Approval Application.

### **SEALING ORDER**

19. The Receiver is seeking a sealing order in respect of the Confidential Appendices forming part of this Supplement to the Second Report. The Confidential Appendices contain confidential information regarding the Subsequent Transactions and the Subsequent Sale Agreements, including the purchase prices.
20. This information is commercially sensitive, and if disclosed before the Subsequent Transactions close or the SSP is completed, the Receiver’s ability to market and sell Houston’s property may be significantly prejudiced.

21. As a result, the Receiver respectfully seeks the sealing of the Confidential Appendices until three months after the Receiver's Discharge.

**RECOMMENDATIONS**

22. For the reasons as set out in this Supplement to the Second Report, the Receiver respectfully requests and recommends:

- The approval of the Subsequent Transactions;
- The vesting off of the Pioneer GORR, as applicable; and
- The sealing of the Confidential Appendices to this Supplement to the Second Report until three months after the Receiver's Discharge.

All of which is respectfully submitted this 30<sup>th</sup> day of September 2020.

BDO Canada Limited, in its capacity as  
Receiver and Manager of Houston Oil & Gas Ltd.  
and not in its personal capacity



Per:

\_\_\_\_\_  
Marc Kelly  
Senior Vice President



# APPENDIX A

**PURCHASE AND SALE AGREEMENT**

BETWEEN:

**BDO CANADA LIMITED IN ITS CAPACITY  
AS COURT APPOINTED RECEIVER AND MANAGER OF HOUSTON OIL & GAS  
LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

- and -

**ROAD 53 RESOURCES INC.**

Dated:

September 28, 2020

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## **PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT** made as of September 28, 2020.

**BETWEEN:**

**BDO CANADA LIMITED** in its capacity as  
Court appointed receiver and manager (“**Receiver**”) of **HOUSTON OIL & GAS LTD.**  
and not in its personal or corporate capacity

(the “**Vendor**”)

- and -

**ROAD 53 RESOURCES INC.** (the “**Purchaser**”)

**WHEREAS:**

- A. Hardie & Kelly Inc. was appointed as receiver and manager of Houston Oil & Gas Ltd. (“**Houston**”) pursuant to a court order dated October 29, 2019 (the “**Original Receivership Order**”) granted by the Court of Queen’s Bench of Alberta in the Judicial District of Calgary, Alberta under Court File No. 1901-14615 and BDO Canada Limited was substituted in the place of Hardie & Kelly Inc. pursuant to a court order dated June 30, 2020 (together with the Original Receivership Order, the “**Receivership Order**”) (the “**Receivership Proceedings**”); and
- B. Pursuant to the Receivership Proceedings, Vendor, subject to approval by the Court, has the ability to sell, transfer and assign to Purchaser, all of the right, title and interest of Houston in and to the Assets, and Purchaser has agreed to purchase the Assets from Vendor, on the terms and conditions set forth herein.

**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 or lands pooled or unitized therewith; and

- (ii) restore, remediate and reclaim the surface and subsurface locations of the Wells, Tangibles, the Lands, lands pooled or unitized therewith, and any lands used to gain access thereto, including such obligations relating to Wells, Pipelines and Facilities which were abandoned or decommissioned or have reclamation orders prior to the Closing Date that were located on the Lands or that were located on other lands and used in respect of Petroleum 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 50% of the voting securities of such Person, by contract or otherwise;
- (c) “**Agreement**” means this purchase and sale agreement between Vendor and Purchaser, including all recitals and schedules attached hereto, and “**this Agreement**”, “**herein**”, “**hereto**”, “**hereof**” and similar expressions mean and refer to this Agreement;
- (d) “**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, licence or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;
- (e) “**Appointment Date**” means October 29, 2019;
- (f) “**Assets**” means the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests, but excludes the Excluded Assets;
- (g) “**Assumed Contracts**” means, any contract, agreement, commitment, understanding, arrangement, license or lease entered into by the Vendor or Houston or affecting or related to the Assets or the Assumed Liabilities or by which either the Vendor or Houston are bound or by which any property of Houston is subject to an Encumbrance; which contracts shall be assigned by the Vendor in its own right or for and on behalf of Houston and assumed by the Purchaser in accordance with the terms of this Agreement, the relevant contracts and/or the Vesting Order, and/or other order of the Court in form and substance satisfactory to the Parties;

- (h) "**Assumed Liabilities**" means, collectively, all liabilities and obligations arising from the possession, ownership and/or use of the Assets, including: (i) all Environmental Liabilities and Abandonment and Reclamation Obligations; (ii) any Losses and Liabilities of the Vendor and/or Houston under, and the Cure Costs in respect of, Assumed Contracts;
- (i) "**Business Day**" means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (j) "**Claim**" means any claim, demand, lawsuit, proceeding or arbitration, or any investigation by a Governmental Authority, pertaining to the Assets, in each case whether asserted, threatened, pending or existing;
- (k) "**Closing**" means the transfer of possession, legal and beneficial ownership and risks of the Assets from Vendor to Purchaser and payment of the Purchase Price by Purchaser to Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto, including delivery of the Specific Conveyances if applicable;
- (l) "**Closing Date**" means the later of:
  - (i) three Business Days following the later of: (A) the grant of the Vesting Order; and (B) the expiration, waiver or exercise of all Preferential Purchase Rights; or
  - (ii) or another date agreed upon in writing by the Parties,but in any event, shall be no later than the Outside Date;
- (m) "**Closing Place**" means the office of Vendor or its counsel, or such other place as may be agreed upon in writing by the Parties;
- (n) "**Court**" has the meaning set out in the recitals;
- (o) "**Cure Costs**" means, in respect of any Assumed Contract, all amounts, required to be paid to remedy all of the Vendor's or Houston's monetary defaults under such Assumed Contract or required to secure a counterparty's or any other necessary Person's consent to the assignment of such Assumed Contract pursuant to its terms (including any deposits or other forms of security required by any Governmental Authority) or as may be required pursuant to the Vesting Order, and includes any other fees and expenses required to be paid to a counterparty or any other Person in connection with the assignment of an Assumed Contract pursuant to its terms or Applicable Law;
- (p) "**Data Room Information**" means all information provided or made available to Purchaser in hard copy or electronic form in relation to Vendor, Houston and/or the Assets;
- (q) "**Deposit**" has the meaning as defined in Section 2.9;

- (r) “**Effective Date**” means the Closing Date;
- (s) “**Effective Time**” means 12:01 a.m. on the Effective Date;
- (t) “**Environment**” and “**Environmental**” means the components of the earth and includes ambient air, land, surface and subsurface strata, groundwater, surface water, all layers of the atmosphere, all organic and inorganic matter and living organisms, and the interacting natural systems that include such components, and any derivative thereof shall have a corresponding meaning;
- (u) “**Environmental Liabilities**” means all past, present and future liabilities, obligations and expenses in respect of the Environment which relate to the Assets (or any lands pooled or unitized with Lands which may form part of the Assets), or which arise in connection with the ownership thereof or operations pertaining thereto, including 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 liabilities to compensate Third Parties for damages and Losses resulting from the items described in items (i), (ii) and (iii) above (including damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise protect the Environment;
- (v) “**Excluded Assets**” means:
  - (i) any item or thing owned by Third Parties and licenced to Houston with restrictions on deliverability or disclosure by Houston that prevent the conveyance of such item or thing to Purchaser;
  - (ii) advances and deposits for operations payable to Governmental Authorities or other Persons prior to the Effective Time to secure obligations or as prepayment of costs or expenses;
  - (iii) all receivables and credits of any kind from any Person;
  - (iv) legal and title opinions;
  - (v) documents, other than Title Documents, prepared by or on behalf of Vendor in contemplation of litigation and any other documents within the possession of Vendor which are subject to solicitor-client privilege under the laws of the Province of Alberta or any other jurisdiction;
  - (vi) records, policies, manuals and other proprietary, confidential business or technical information not used exclusively in the operation of the Assets;



- (vii) agreements, documents or data to the extent that:
  - (A) they pertain to Houston proprietary technology
  - (B) they pertain to seismic data or interpretations thereof;
  - (C) they pertain to any intellectual property owned by a third party;
  - (D) they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by Houston to an assignee;
  - (E) they comprise Houston's and Houston tax and financial records, and economic evaluations;
- (viii) Excluded Licences; and
- (ix) any other assets specifically described in Schedule "J",

but "Excluded Assets" shall not include any property, rights or interests specifically described as Miscellaneous Interests;

- (w) "**Excluded Licences**" means the licences listed in Schedule "I";
- (x) "**Facilities**" means Houston's entire interest in and to all unit facilities under any unit agreement applicable to the Leased Substances and all other field facilities whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are used for production, gathering, treatment, compression, transportation (including Pipelines), injection, water disposal, measurement, processing, storage, handling or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, production storage facility or warehouse and including those field facilities specifically identified in Schedule "B";
- (y) "**Final Statement of Adjustments**" has the meaning set forth in Section 7.3(a);
- (z) "**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, commission or department, as well as any government-owned entity, any regulatory authority (including the Regulator) and any public authority, including any public utility, having jurisdiction over a Party, the Assets or the Transaction;
- (aa) "**GST**" means the goods and services tax payable pursuant to the GST Legislation;
- (bb) "**GST Legislation**" means Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder, all as amended from time to time;
- (cc) "**Lands**" means all lands within the Whitemap Area, including the lands set out and described in Schedule "A", and the Petroleum Substances within, upon or under

such lands (subject to the restrictions and exclusions identified in Schedule “A” and in the Title Documents as to Petroleum Substances and geological formations);

- (dd) **“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);
- (ee) **“Licence Transfers”** means, in relation to the Assets, the transfer of any permits, approvals, licences and authorizations (collectively, **“Licences”**) granted by any applicable Governmental Authority but subject to the provisions of Sections 8.5 and 8.7 hereof;
- (ff) **“Losses”** means all actions, causes of action, losses, costs, Claims, damages, penalties, assessments, charges, expenses, and other liabilities and obligations which a Party suffers, sustains, pays or incurs, including reasonable legal fees and other professional fees and disbursements on a full-indemnity basis;
- (gg) **“Miscellaneous Interests”** means, subject to any and all limitations and exclusions provided for in this definition, Houston’s entire interest in and to all property, 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, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any and all of the following:
  - (i) all contracts and agreements relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents);
  - (ii) all subsisting rights to carry out operations relating to the Lands or the Tangibles, and without limitation, all easements and other permits, licences 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, and all contracts and agreements related thereto;
  - (iv) all records, books, documents, Licences (subject to Section 8.7 hereof), reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles;
  - (v) all proprietary and seismic data; and
  - (vi) the Wells, including the wellbores thereof and any and all casings therein, but specifically excluding the Excluded Assets;
- (hh) **“Outside Date”** means October 30, 2020 or such other date as may be agreed upon in writing between the Parties;

- (ii) **“Party”** means a party to this Agreement;
- (jj) **“Permitted Encumbrances”** means:
  - (i) all encumbrances, overriding royalties (excluding the five percent (5%) overriding royalty payable by Houston Oil & Gas Ltd. to Pioneer Well Service Corp. as set out in the governing contract dated April 10, 2018) and other royalties, net profits interests and other burdens identified in the Title Documents or in Schedule “A”;
  - (ii) any Preferential Purchase Rights or any similar restriction applicable to any of the Assets;
  - (iii) the terms and conditions of the Assumed Contracts and the Title Documents, including the requirement to pay any rentals or royalties (including reassessments) to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor’s interest in any of the Title Documents;
  - (iv) the right reserved to or vested in any grantor, Governmental 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 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 from the Petroleum Substances and requirements imposed by Applicable Law or Governmental Authorities concerning rates of production from the Wells or from operations on any of the Lands, or otherwise affecting recoverability of Petroleum Substances from the Lands, which taxes or requirements are generally applicable to the oil and gas industry in the jurisdiction in which the Assets are located;
  - (vii) agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than 30 days’ notice (without an early termination penalty or other like cost);
  - (viii) any obligation of Houston to hold any right or interest in and to any of the Assets in trust for Third Parties;
  - (ix) the right reserved to or vested in any Governmental Authority to control or regulate any of the Assets in any manner, including any directives or notices received from any Governmental 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 Houston's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor;
  - (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 or Facilities by contract field operators;
  - (xiv) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and
  - (xv) liens created in the ordinary course of business in favour of any Governmental Authority with respect to operations pertaining to any of the Assets;
- (kk) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (ll) **"Petroleum and Natural Gas Rights"** means Houston's entire right, title and 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 the interests set out and described in Schedule "A";
- (mm) **"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 sulphur;
- (nn) **"Pipelines"** means the pipelines described in Schedule "B";
- (oo) **"Preferential Purchase Right"** means any preferential, pre-emptive or first purchase right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Transaction, as are set out in Schedule "C";
- (pp) **"Purchase Price"** has the meaning set out in Section 2.2;
- (qq) **"Receiver"** has the meaning set out in the Recitals;

- (rr) “**Regulator**” means the Alberta Energy Regulator;
- (ss) “**Representative**” means, with respect to any Party, its Affiliates, and its and their respective directors, officers, agents, advisors, employees and consultants and with respect to Vendor includes its employees and consultants, and its and their respective directors, officers, agents, advisors, employees and consultants;
- (tt) “**Sales Taxes**” means all transfer, sales, excise, stamp, licence, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other charges of a Governmental Authority (including additions by way of penalties, interest and other amounts relating to late filings or payments) with respect to the transfer and conveyance to Purchaser of the Assets or the transfer or registration of the Specific Conveyances, but excludes GST, and any income taxes and penalties and interest related thereto;
- (uu) “**Specific Conveyances**” means all conveyances, assignments, transfers, novations, and such other documents or instruments as are reasonably required or desirable to convey, assign and transfer the Assets to Purchaser and to novate Purchaser in the place and stead of Vendor with respect to the Assets;
- (vv) “**Tangibles**” means Houston’s entire right, title, estate and interest in and to:
  - (i) any and all tangible depreciable property, equipment and other assets located within or upon the Lands that 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;
  - (ii) the Pipelines; and
  - (iii) the Facilities;
- (ww) “**Third Party**” means any individual or entity other than Houston, Vendor and Purchaser, including 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;
- (xx) “**Title Documents**” means, collectively, any and all certificates of title, leases, reservations, Licences (subject to Section 8.7 hereof), 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 and this definition shall include, where applicable, those documents set out in Schedule “A”;

- (yy) **“Transaction”** means the transaction for the purchase and sale of the Assets contemplated by this Agreement;
- (zz) **“Vendor”** has the meaning set forth in the recitals;
- (aaa) **“Vesting Order”** means an order to be granted by the Court substantially in the form of Schedule “F” 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 legal and beneficial title to the Assets in Purchaser free and clear of all encumbrances, liens, security interests or Claims, other than Permitted Encumbrances has the meaning set out in the recitals;
- (bbb) **“Wells”** means Houston’s entire interest in and to all wells (including producing, shut-in, suspended, abandoned (including wells that have met all reclamation requirements and a reclamation certificate, certificate of recognition, surface release or other document has been issued by the applicable Governmental Authority), capped, injection and disposal wells), located on or within the Lands, or any lands pooled or unitized therewith, whether or not completed, including the wells listed in Schedule “B”; and
- (ccc) **“Whitemap Area”** means the area outlined in red on the map attached as Schedule “G”.

## 1.2 Headings

The words “Article”, “Section”, “subsection” and “Schedule” followed by a number or letter or combination thereof mean and refer to the specified Article, Section, subsection and Schedule of or to this Agreement.

## 1.3 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections and subsections 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 Plurals and Gender

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:

Schedule “A” -	Lands and Petroleum and Natural Gas Rights
Schedule “B” -	Wells Pipelines Facilities

Schedule "C" -	Preferential Purchase Rights
Schedule "D" -	General Conveyance
Schedule "E" -	Form of Officer's Certificate
Schedule "F" -	Form of Vesting Order
Schedule "G" -	Whitemap Area
Schedule "H" -	Outstanding AFE's
Schedule "I" -	Excluded Licences
Schedule "J" -	Excluded Assets

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 shall include reasonable legal fees and disbursements on a full indemnity basis.

### **1.7 Derivatives**

Where a term is defined in the body of this Agreement, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires. The word "include" and derivatives thereof shall be read as if followed by the phrase "without limitation".

### **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 hereby agrees to sell, assign, transfer, convey and set over to Purchaser, and Purchaser hereby agrees to purchase from Vendor, all right, title, estate and interest of Houston (whether absolute or contingent, legal or beneficial) in and to the Assets, subject to and in accordance with the terms and conditions of this Agreement and the Vesting Order.

**2.2 Purchase Price**

The aggregate consideration to be paid by Purchaser to Vendor for Houston's interest in and to the [REDACTED] (the "**Purchase Price**") plus applicable GST and Sales Taxes, plus or minus (as applicable) the net amount of the adjustments made pursuant to Article 7, plus the assumption of the Cure Costs, satisfied by Purchaser (or Vendor, to the extent applicable) as follows:

- (a) payment of the [REDACTED] Deposit paid by Purchaser to the Vendor, to be paid out pursuant to Section 2.9;
- (b) payment in the amount of [REDACTED], adjusted pursuant to Section 7.2(a), payable by Purchaser to Vendor at Closing; and
- (c) any payments between the Parties arising from adjustments set forth in the Final Statement of Adjustments, paid in accordance with Section 7.3(a).

The Parties hereby acknowledge and agree that the Purchase Price set forth in this Section 2.2 accurately reflects and takes into proper account both the positive value of all of the Assets as well as the offsetting reductions in value for the Environmental Liabilities and Abandonment and Reclamation Obligations associated therewith and the absolute release of Vendor of all and any responsibility or liability therefor.

**2.3 Allocation of Purchase Price**

The Parties shall allocate the Purchase Price as follows:

Petroleum and Natural Gas Rights (subject to adjustment)	[REDACTED]
Tangibles (less \$10.00)	[REDACTED]
Miscellaneous Interests	[REDACTED]

**2.4 Assumption of Abandonment and Reclamation Obligations and Environmental Liabilities**

In determining the Purchase Price, the Parties have taken into account Purchaser's assumption of responsibility for the payment of all costs for existing or future Abandonment and Reclamation



Obligations and Environmental Liabilities associated with the Assets, as set forth in this Agreement, and the absolute release of 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, legal and beneficial ownership of Houston's interest in and to the Assets shall pass from Houston 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 "D", duly executed by Vendor;
  - (ii) the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Vendor;
  - (iii) a receipt for the Purchase Price as adjusted herein plus applicable GST and/or Sales Taxes;
  - (iv) a copy of the Vesting Order;
  - (v) the Specific Conveyances, duly executed by Vendor, to the extent such Specific Conveyances were provided to Vendor no later than one Business Day prior to Closing; and
  - (vi) such other documents as may be specifically required hereunder or as may be reasonably requested by Purchaser upon reasonable notice to Vendor.
  
- (b) On the Closing Date, Purchaser shall deliver to Vendor:
  - (i) the balance owing on the Purchase Price, as adjusted herein plus applicable GST and Sales Taxes;
  - (ii) the General Conveyance in the form attached as Schedule "D", duly executed by Purchaser;
  - (iii) the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Purchaser;
  - (iv) where required, the Specific Conveyances, duly executed by Purchaser, to the extent prepared on or before the Closing Date by Purchaser;
  - (v) evidence of deposit of cash or letters of credit required to perform all financial obligations referred to in Section 2.12(b) have been deposited in trust with the solicitors for Purchaser;
  - (vi) if applicable or required, evidence of the payment of all Cure Costs which may be payable on Closing to the relevant counterparty; and

- (vii) such other documents as may be specifically required hereunder or as may be reasonably requested by Vendor upon reasonable notice to Purchaser.

## **2.6 Specific Conveyances**

The Parties shall cooperate in the preparation of the Specific Conveyances. Purchaser shall use reasonable efforts to prepare and provide to Vendor for Vendor's review all Specific Conveyances at Purchaser's sole cost and expense as soon as reasonably practicable. The Parties shall execute such Specific Conveyances as soon as reasonably practicable. 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 promptly register and/or distribute (as applicable) all such Specific Conveyances, and Purchaser 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 any paper originals, paper photocopies where originals are not available, or electronic copies where neither paper originals or photocopies are available, of the Title Documents and any other agreements, files and documents to which the Assets are subject, to the extent any such contracts, agreements, records, books, documents, licences, reports and data as comprise the Miscellaneous Interests are available and are in the possession of Vendor.

## **2.8 Form of Payment**

All payments to be made pursuant to this Agreement shall be in Canadian funds. All payments to be made pursuant to this Agreement shall be made by wire transfer.

## **2.9 Deposit**

The Parties acknowledge that a deposit in the amount of [REDACTED], representing [REDACTED] of the Purchase Price, will be delivered by Purchaser to the Vendor, upon execution of this Agreement, and released only in accordance with the provisions of this Section 2.9 (the "**Deposit**").

The Deposit shall be held by the Vendor in a non-interest bearing account until one of the following events occurs:

- (a) if Closing occurs, the Deposit shall be paid to Vendor at Closing for Vendor's own account absolutely and be applied as partial payment of the Purchase Price;
- (b) if Closing does not occur due to: (i) a failure to fulfill the conditions set forth in Section 3.2; or (ii) a material breach of a material term of this Agreement by Vendor or by failure of Vendor to fulfill the conditions set forth in Section 3.3, the Deposit shall be returned to Purchaser by Vendor for the account of Purchaser absolutely; and
- (c) if Closing does not occur due to any reason other than as addressed by Section 2.9(b) (including but not limited to the failure by Purchaser to comply with its obligations under Section 2.12 or the refusal of the Regulator to approve the transfer

of any Assets to Purchaser for any reason), the Deposit shall be forfeited to Vendor for the account of Vendor absolutely.

In the event that this Agreement is terminated as a result of the application of Section 2.9(b) or 2.9(c), each Party shall be released from all obligations under or in connection with this Agreement, other than the provisions with respect to confidentiality (Section 11.12) and the use of personal information (Section 11.15).

## **2.10 Damages**

The Parties agree that the amount of the Deposit constitutes their genuine estimate of all damages that will be suffered by Vendor as a result of Closing not occurring and Vendor shall retain the Deposit pursuant to Section 2.9(c) and the Deposit shall constitute liquidated damages to Vendor, and not a penalty of Closing not occurring as described in that subsection.

## **2.11 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



Purchaser



Purchaser shall be responsible for the payment of any amount of GST payable in respect of its purchase of the Assets pursuant hereto and any interest and penalties payable in respect of such additional GST and shall indemnify and save harmless Vendor in respect thereof. Purchaser's indemnity obligations in this Section 2.11(a) shall survive the Closing Date indefinitely.

### **(b) Sales Taxes**

The Parties acknowledge that the Purchase Price is exclusive of all applicable Sales Taxes. Purchaser shall be solely responsible for the payment of 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 within the required time period and shall file when due 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 advance to Vendor, or if Vendor has already paid same, reimburse Vendor the full amount of such Sales Taxes upon delivery to Purchaser of copies of assessments or receipts, as applicable, showing assessment or payment, as applicable, 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. Purchaser's indemnity obligations in this Section 2.11(b) shall survive the Closing Date indefinitely.

## 2.12 Regulator

- (a) Prior to Vendor obtaining the Vesting Order, Purchaser shall provide Vendor with Purchaser's business associate code for the Regulator.
- (b) Prior to Vendor obtaining the Vesting Order, Purchaser shall provide to the Regulator the documentation required by the Regulator to conduct a pre-transfer liability assessment and Purchaser shall promptly deliver thereafter any amounts (in such form as is acceptable to the Regulator), required by the Regulator as a result of Purchaser's requirements under the applicable Governmental Authority Licensee Liability Rating Program in order to facilitate a timely Closing. Purchaser further undertakes to make any additional payments and lodge any security required by the Regulator at and subsequent to the time the Licence Transfers, if any, are effected.
- (c) Purchaser agrees to provide to Vendor, within a reasonable time prior to Closing and no later than five Business Days prior to Closing, confirmation that cash or letters of credit required to perform all financial obligations referred to in the above subsection 2.12(b) in form or substance reasonably acceptable to the Regulator have been deposited in trust with the solicitors for Purchaser together with irrevocable instruction to pay and deliver such amounts or letters of credit immediately when due as a result of Closing. Purchaser acknowledges that the financial obligations referred to in subsection 2.12(b) are not included as part of the Purchase Price.

## 2.13 Whitemap Area

- (a) The Parties acknowledge that although Vendor has prepared, and Purchaser has reviewed, the Schedules attached hereto, they recognize that there may be unintended omissions or misdescriptions. As such, the Parties acknowledge and agree that it is their intention that, in addition to those Assets included and specified in the Schedules hereto, the Assets shall include Houston's entire interest in and to all Petroleum and Natural Gas Rights, Tangibles and Miscellaneous Interests (as those terms are defined herein) which fall within the Whitemap Area, any of such additional unscheduled Assets, being the "**Unscheduled Assets**", and that the Purchase Price includes consideration for such Unscheduled Assets.
- (b) To the extent that any Unscheduled Assets are identified by either Party after the Closing Date or to the extent that any Assets are undeliverable by the Vendor or were erroneously included on the Schedules, the Parties shall use all reasonable efforts to replace the affected Schedules attached hereto with corrected Schedules, which corrected Schedules shall be deemed to be the applicable Schedule as of the date hereof, and to take such additional steps as are necessary to specifically convey Houston's interest in such Unscheduled Assets to Purchaser.

- (c) The Parties further acknowledge that all liabilities and obligations associated with the Unscheduled Assets shall likewise be assumed by Purchaser in accordance with the terms hereof applicable to the Assets.

### **ARTICLE 3 CONDITIONS OF CLOSING**

#### **3.1 Required Consents**

- (a) Before Closing, each of the Parties shall use all reasonable efforts to obtain any and all approvals required under Applicable Law to permit closing of the Transaction. The Parties acknowledge that, except for the Vesting Order, 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, remedial work or other documentation 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.
- (b) Notwithstanding anything to the contrary herein, except for the Vesting Order, it is the sole obligation of Purchaser to obtain any Third Party consents, permissions or approvals that are required in connection with the assignment of Houston's interest in any Miscellaneous Interests including remedying any deficiencies under any assumed contracts and agreements, at Purchaser's sole cost and expense. Upon providing prior written notice and sufficient documentary support, all reasonable and necessary costs, fees, expenses, penalties or levies that are incurred by Vendor in order to effect the assignment of the Assets to Purchaser pursuant to the Vesting Order shall be the sole responsibility of Purchaser, and Purchaser agrees to pay on behalf of Vendor any such reasonable and necessary costs, fees, expenses, penalties or levies on a timely basis.

#### **3.2 Mutual Conditions**

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

- (a) the Vesting Order being obtained; and
- (b) no stay or appeal or application to vary the Vesting Order shall have been filed with the Court at any time by Vendor or any other Person on or before the Closing.

Unless otherwise agreed to by the Parties, if the conditions contained in this Section 3.2 have not been performed, satisfied or waived before the Outside Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement (other than under Sections 11.12 and 11.15) 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 Houston'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:

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and shall remain true as of the Closing Date; and
- (b) 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 Outside Date, Purchaser may rescind this Agreement by written notice to Vendor. If Purchaser rescinds this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in Sections 2.9, 11.12 and 11.15.

### **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:

- (a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and shall remain true 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;
- (c) prior to Closing occurring (but subject to Purchaser being in full compliance with Section 2.12), the Regulator shall have provided positive indications of approval of the Licence Transfers by Vendor and Purchaser; and
- (d) all amounts to be paid by Purchaser to Vendor at Closing, including the Purchase Price, shall have been paid to Vendor in the form stipulated in this Agreement.

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 Outside Date, Vendor may rescind this Agreement by written notice to Purchaser. If Vendor rescinds this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in Sections 2.9, 11.12 and 11.15.

### **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**

Vendor makes only the following representations to Purchaser, which representations shall not survive Closing:

- (a) subject to obtaining the Vesting Order, Vendor has the right to enter into this Agreement and to complete this Transaction; and
- (b) subject to obtaining the Vesting Order, this Agreement is, and all documents executed and delivered pursuant to this Agreement will be, legal, valid and binding obligations of Vendor enforceable against it in accordance with their terms.

### **4.2 Representations and Warranties of Purchaser**

Purchaser makes the following representations and warranties to Vendor and agrees that Vendor is relying on such representations and warranties for the purposes of entering into this Agreement:

- (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) 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 licence applicable to Purchaser;
- (e) 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) 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 requirements 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, including all Cure Costs; 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 acquiring the Assets in its capacity as principal and is not purchasing the Assets for the purpose of resale or distribution to a Third Party, and is dealing at arm's length with Vendor (as such term is interpreted by the Regulator);
- (j) Purchaser holds, or is eligible to hold and at Closing will hold a business associate code from the Regulator making it eligible to hold the licences which are the subject of the Licence Transfers, if any, in the province in which they are situated;
- (k) Purchaser has and will have at Closing a sufficient Liability Management Rating required by the Regulator and will have at Closing delivered and lodged any security required by the Regulator in order to comply with the Regulator's Licensee Liability Rating Program to facilitate a timely Closing and Purchaser is not aware of any fact or circumstance that could prevent or delay the transfer of any permits or licenses relating to or forming part of the Assets as contemplated in this Agreement;
- (l) Purchaser is in compliance with all the requirements of all Governmental Authorities, including the Regulator;
- (m) Purchaser is not a non-resident of Canada within the *Income Tax Act* (Canada); and
- (n) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act*.

#### **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. Houston's interest in and to the Assets shall be purchased by Purchaser 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 validity or enforceability of the Assumed Contracts or the ability to assign any of the Assumed Contracts;
  - (vi) the nature and quantum of the Assumed Liabilities;
  - (vii) the quality, condition, fitness or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles and the Wells, including the wellbores thereof and all casing, tubing and packers therein);
  - (viii) the availability or continued availability of facilities, services or markets for the processing, transportation or sale of any Petroleum Substances;
  - (ix) the accuracy or completeness of the Data Room Information or any other data materials, representations, warranties or statements made, direct or indirect, express or implied, or information supplied related to the Assets (whether supplied by Vendor, its representatives or otherwise);
  - (x) the ownership interest of the Assets;
  - (xi) the suitability of the Assets for any purpose;
  - (xii) compliance with Applicable Laws; or
  - (xiii) 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 Houston'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) 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 any evaluations,

projections, reports, assessments 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 Purchaser's Indemnities for Representations and Warranties**

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor's Representatives from and against, all Losses suffered, sustained, paid or incurred by Vendor or its Representatives 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.

### **5.2 Survival of Claim for Representations and Warranties**

The representations and warranties in Section 4.2 shall be true as of the date hereof and shall remain true on the Closing Date, for the benefit of Vendor. Purchaser's representations and warranties shall survive the Closing Date for a period of 12 months.

## **ARTICLE 6 INDEMNITIES**

### **6.1 Post-Closing Date Indemnity**

- (a) Provided that Closing has occurred, Purchaser shall:
- (i) be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and
  - (ii) indemnify, release and save harmless Vendor and its Representatives from any and all Losses, expenses, Claims, 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 arising or accruing after the Closing Date, including all Losses and Liabilities arising relating to the Assumed Contracts.

- (b) Provided that Closing has occurred, Purchaser shall:
- (i) be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and
  - (ii) indemnify, release and save harmless Vendor and its Representatives from any and all Losses, expenses, Claims, 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 Purchaser's assumption of obligations contained in Section 7.1 arising or accruing before or 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, Purchaser is acquiring the Assets pursuant hereto on an "as is, where is" basis. Purchaser acknowledges that it is familiar and satisfied with the condition of the Assets, including the past and present use of the Lands, the Tangibles and the Wells (including the wellbores thereof and all casing, tubing and packers therein), 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, or as to any 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 and its Representatives 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 Vendor 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 both to Third Parties and as between Vendor and Purchaser (whether such Environmental Liabilities and Abandonment and Reclamation Obligations occur or accrue prior to, on or after the Effective Time), and hereby releases Vendor from any Claims Purchaser may have against Vendor with respect to all such liabilities and responsibilities. Without restricting the generality of the foregoing, Purchaser shall be responsible for all Environmental Liabilities and Abandonment and Reclamation Obligations (whether such Environmental Liabilities and all Abandonment and Reclamation Obligations occur or accrue prior to, on or after the Effective Time) in respect of the Lands, Wells and Facilities. This assumption of liability and indemnity by Purchaser shall apply without limit and without regard to cause or causes, including the negligence (whether sole, concurrent, gross, active, passive, primary or secondary) or the wilful or wanton misconduct or recklessness of any or all of Vendor, its Representatives and their respective successors and assigns or any other Person or otherwise. Purchaser further acknowledges and agrees that it shall not be entitled to any rights or remedies as against Vendor or its Representatives, or their respective successors and assigns under the common law or statute pertaining to any Environmental Liabilities and Abandonment and Reclamation Obligations, including the right to name any or all of Vendor, its Representatives, and their respective successors and assigns as a 'third party' to any action commenced by any Person against Purchaser. Purchaser's assumption of liability and the indemnity obligations set forth in this Section 6.2 shall survive the Closing Date indefinitely.

### 6.3 Third Party Claims

The following procedures shall be applicable to any Claim by Vendor (the “**Indemnitee**”) for indemnification pursuant to this Agreement from Purchaser (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 30 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 30 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 take either or both of the following actions:
  - (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, and provided a full and final unconditional release in favour of Vendor and its Representatives is obtained in form and substance satisfactory to Vendor;
- (c) if the Indemnitor acknowledges to the Indemnitee in writing that the Indemnitor is responsible to indemnify the Indemnitee in respect of a Third Party Claim pursuant hereto, 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, conditioned or delayed), unless the Indemnitee waives its rights to indemnification in respect of the Third Party Claim;
- (d) each Party shall co-operate with the other Party in the defence of the Third Party Claim, including making available such of its personnel to the other Party and its Representatives whose assistance, testimony or presence is of material assistance in evaluating and defending 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 do such things to co-operate with the Indemnitor to permit the Indemnitor to pursue such subrogated Claims as reasonably requested from 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 which results in the Indemnitee receiving, in the aggregate, more than the amount of the Third Party Claim, the Indemnitee shall promptly pay the amount of the reimbursement (including interest actually received) in excess of the Third Party Claim to the Indemnitor, net of taxes required to be paid by the Indemnitee as a result of any such receipt.

## **ARTICLE 7 ADJUSTMENTS AND ASSUMPTION OF OBLIGATIONS**

### **7.1 Assumption of Obligations**

- (a) Provided Closing has occurred, Purchaser confirms that it has assumed and agrees to discharge, perform and fulfill all of the Assumed Liabilities, whensoever and howsoever such obligations arose.
- (b) Provided Closing has occurred, Purchaser confirms that it has assumed the following obligations of the Vendor or Houston, as applicable, including the payment of any amounts in respect thereof and all applicable interest and penalties, whensoever and howsoever the following obligations arose (including after the Appointment Date):
  - (i) non-linear Property taxes, including any municipal property taxes;
  - (ii) mineral lease royalties and rentals;
  - (iii) surface lease rentals; and
  - (iv) any other obligation related to the Assets or arising from ownership of the Assets which is adjusted for in accordance with this ARTICLE 7.

Purchaser agrees to pay the required amounts either directly to the applicable Person or to the Vendor if the Vendor is required to make the payment, and in such case, the Vendor will thereafter ensure such amounts are paid to the applicable Person.

### **7.2 Other Costs and Revenues to be Apportioned**

- (a) Except as set out in Section 7.1 and subject to Section 7.2(b) and 7.2(c) below, all other costs and expenses relating to the Assets (including maintenance, development, capital and operating costs) and all revenues relating to the Assets (including proceeds from the sale of production, if any, and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties) shall be apportioned as of the Effective Time between Vendor and Purchaser on an accrual basis in accordance with generally accepted accounting principles, provided that:

- (i) Advances made by Vendor or Houston in respect of the cost of operations on Lands or the Wells, Pipelines or Facilities including in the Assets which advances have not been applied by the operator to the payment of costs prior to the Closing Date and still stand to the credit of Houston or Vendor as at the Closing Date shall be transferred to Purchaser at Closing and an adjustment will be made in favour of Vendor equal to the amount of such transferred advance;
  - (ii) Deposits placed with respect to the Assets made by Houston or Vendor relative to the operations on the Lands that have not been applied by the operator to the payment of costs prior to the Closing Date and still stand to the credit of Houston or Vendor as at the Closing Date shall be returned to Vendor;
  - (iii) Costs and expenses of work done, services provided and goods supplied shall be deemed 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 adjustment shall be made in respect of Houston'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; and
  - (vi) Petroleum Substances that were produced beyond the wellhead, but not sold as of the Effective Time shall be credited to Vendor and will be deemed to be sold on a first-in-first-out basis.
- (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, cost or expense which relates to the period which arose prior to the Date of Appointment and which cost or expense does not constitute a liability of Purchaser.
  - (c) 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 cost or expense which relates to any reassessment of royalties arising or accruing before or after the Closing Time.

### **7.3 Adjustments to Account**

- (a) An interim accounting of the adjustments pursuant to Section 7.1 shall be made at Closing, based on Vendor's good faith estimate of the costs and expenses paid by Vendor pursuant 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 an interim statement of adjustment setting forth the adjustments to be made at Closing not later than five (5) Business Dates prior to Closing and shall assist Purchaser in verifying the amounts set forth in such statement.

- (b) A final accounting of the adjustments pursuant to Section 7.1 shall be conducted, if required, within 60 days following the Closing Date (the “**Final Statement of Adjustments**”) by Vendor and Purchaser, 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 15 Business Days of being notified of the determination of the amount owing.
- (c) All adjustments provided for in this Article shall be adjustments to the Purchase Price and shall be allocated to the Petroleum and Natural Gas Rights.

## **ARTICLE 8 MAINTENANCE OF ASSETS**

### **8.1 Maintenance of Assets**

From the date hereof until the Closing Date, Vendor shall use reasonable commercial efforts, to the extent that the nature of its interest permits, and subject to the Receivership Order:

- (a) maintain the Assets in a proper and prudent manner in material compliance with all Applicable Laws and directions of Governmental Authorities; and
- (b) pay or cause to be paid all costs and expenses relating to the Assets which become due from the date hereof to the Closing Date, provided that to the extent that any Cure Costs are payable with respect to any Assumed Contract, the Purchaser shall be responsible for all such Cure Costs, which if paid shall be paid either directly to the applicable counterparty or to the Vendor (or to the Vendor's Solicitors) at or prior to Closing, which Cure Costs shall form part of the Purchase Price for the Assets;

provided that nothing contained in the foregoing or elsewhere in this Agreement shall obligate Vendor to post security, make any other financial contribution or file any undertaking with the Regulator with respect to the Licensee Liability Rating Program or any like program. It shall be the sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all Cure Costs, financial assurances, deposits or security that may be required by Governmental Authorities or any Third Parties under the Assumed Contracts or Applicable Law to permit the transfer of the Assets, including the Assumed Contracts, to the Purchaser.

### **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, conditioned or delayed:

- (a) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Assets of which Vendor's share is in excess of \$50,000, except: (i) in case of an emergency; (ii) as may be reasonably necessary to protect or ensure life and safety; (iii) to preserve the Assets or title to the Assets; or (iv) 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 Purchase Price;

- (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 to Vendor in a timely fashion, in which event the Assets in question shall be surrendered or abandoned without abatement or reduction in the Purchase Price;
- (c) other than in ordinary course of business, materially amend or terminate any Title Document or enter into any new material agreement or commitment relating to the Assets; or
- (d) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof excepting: pursuant to Preferential Purchase Rights; sales of non-material obsolete or surplus equipment; or 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 48 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 Purchase Price if Vendor’s interest therein is terminated as a result of such election and such termination shall not constitute a failure of Vendor’s representatives and warranties relating to such Assets.



#### **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, or cause to be delivered, to Purchaser all revenues, proceeds and other benefits received by Vendor with respect to the Assets, provided that Vendor shall 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) Purchaser shall, in a timely manner, deliver to Vendor 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 Purchaser shall respond to such notices in consultation with the Vendor, if received on a timely basis;
- (d) Purchaser shall, in a timely manner and in consultation with the Vendor, 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; and
- (e) to the extent that any Cure Costs are payable with respect to any Assumed Contract, the Purchaser shall be responsible for and shall pay all such Cure Costs, which shall be paid either directly to the applicable counterparty or to the Vendor.

#### **8.5 Licence Transfers**

- (a) Subject to the provisions of Section 8.7 hereof, to the extent applicable, within five Business Days following Closing, Purchaser shall prepare, at its sole cost and expense and, where applicable, electronically submit to the applicable Governmental Authorities, the Licence Transfers (other than in respect of the Excluded Licences), if any, and Vendor or its nominee shall, where applicable, electronically ratify and concur to such Licence Transfers.
- (b) If a Governmental Authority denies a Licence Transfer because of misdescription or other minor deficiencies in the application, Purchaser shall, as soon as practicable, correct the application and amend and re-submit the Licence Transfer application. Vendor or its nominee shall, where applicable, electronically ratify and concur to such Licence Transfer.

- (c) If for any reason, a Governmental Authority requires a Party or its nominee to make a deposit or furnish any other form of security to approve or give effect to a Licence Transfer, or undertake any corrective action or remedial work including inspections, tests or engineering assessments, Purchaser shall make such deposit or furnish such other form of security or undertake such corrective or remedial work as may be required, at Purchaser's sole expense. All Licence Transfer processing fees (including any fees required to be paid for expedited service) shall be for Purchaser's account.
- (d) If a Governmental Authority denies any or all Licence Transfers, it will not derogate in any way from Purchaser's obligation to pay the full Purchase Price to Vendor.

#### **8.6 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, Vendor shall be deemed to have been Purchaser's agent hereunder. 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) 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 or as a result of Vendor taking or omitting to take any action in accordance with Purchaser's instruction (including any election deemed to be made pursuant to Section 8.3(b)) or concurrence, or otherwise in accordance with this Agreement. Purchaser's indemnity obligations in this Section 8.6(c) shall survive the Closing Date indefinitely.

#### **8.7 Transfer of Operatorship**

Insofar as Vendor operates any of the Assets, Purchaser acknowledges that Vendor is not able to transfer operatorship of some or all of such Assets to Purchaser at or after Closing. Should a Third Party take over operatorship of some or all of the Assets whether after receiving change of operatorship notices from Vendor of the sale of its interest, or otherwise, Purchaser acknowledges that such Licences (including without limitation the Excluded Licences) will be transferred to the successor operator at or following Closing and that Purchaser shall not contest any such succession of operatorship or transfer of Licences except as otherwise provided in the applicable operating agreements after Closing and such succession and transfer.

**ARTICLE 9  
PREFERENTIAL PURCHASE RIGHTS**

**9.1 Preferential Purchase Rights**

- (a) Schedule “C” provides a description of which, if any, of the Assets are subject to Preferential Purchase Rights so far as Vendor is aware.
- (b) Purchaser shall, immediately following execution of this Agreement, provide its good faith estimate of the value of the applicable Asset(s) to Vendor, and such value shall be set forth in the notices.
- (c) Vendor shall, within two Business Days of receipt of the good faith estimates described in Section 9.1(b), serve all notices as are required in conjunction with any Preferential Purchase Rights.
- (d) Purchaser shall be liable to Vendor for, and shall, in addition, save and hold harmless and indemnify Vendor from and against, all Losses that may be brought against, suffered, sustained, paid or incurred by Vendor in connection with or that relate in any way directly or indirectly to the use of Purchaser’s allocation of value.
- (e) If a Preferential Purchase Right is exercised, the Assets that are subject thereto shall not be sold to Purchaser pursuant hereto but shall be deleted from and cease to be subject to this Agreement and the Purchase Price shall be reduced by the amount allocated to such Asset. Purchaser shall nevertheless purchase the Assets that are not subject to exercised Preferential Purchase Rights.

**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 Houston’s records, books, accounts, documents, files, reports, information, materials, filings, and data, to the extent they relate directly to the Assets and are in possession of Vendor, as well as physical access to the Assets (insofar as Vendor can reasonably provide such access, with such access to be at Purchaser’s sole risk, expense and liability) to facilitate Purchaser’s review of the Assets and title thereto for the purpose of completing this Transaction. Purchaser shall indemnify and save harmless Vendor from and against all liabilities, claims and causes of action for personal injury, death or property damage occurring on or to such property as a result of such entry onto the premises. Purchaser shall comply fully with all rules, regulations and instructions issued by Vendor regarding Purchaser’s actions while upon, entering or leaving such properties. Purchaser’s obligations set forth in this Section 10.1 shall survive the Closing Date indefinitely.

## **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's Representative 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, licences, 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, including for purposes relating to:

- (a) 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 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 by Purchaser in good order and good condition and kept in a reasonably accessible location by Purchaser for a period of two 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 Receiver**

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

## **11.3 Entire Agreement**

Except for the Receivership Order and the Vesting Order, 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, except for the Receivership Order and the Vesting Order, the provisions of this Agreement shall prevail. In the event that Closing occurs, except for the Receivership Order and the Vesting Order, this Agreement supersedes all other agreements

(other than the Confidentiality Agreement between Vendor and Purchaser), 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 Transaction herein.

#### **11.4 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 and all disputes shall be determined within the proceedings bearing Alberta Court of Queen's Bench Court Action: 1901-14615. 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.

#### **11.5 Signs and Notifications**

Within 90 days following Closing, Purchaser shall remove any signage which indicates Houston's ownership or operation of, or Vendor's interest in the Assets. It shall be the responsibility of Purchaser to erect or install any signage required by applicable Governmental Authorities indicating Purchaser to be the owner or operator of the Assets.

#### **11.6 Assignment and Enurement**

This Agreement shall not be assigned by Purchaser without the prior written consent of Vendor, 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.

#### **11.7 Time of Essence**

Time is of the essence in this Agreement.

#### **11.8 Notices**

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

Vendor - BDO Canada Limited  
110, 5800 2nd Street SW  
Calgary, Alberta T2H 0H2

Attention: Marc Kelly

Fax: 403-640-0591

Email: makelly@bdo.ca

Purchaser Road 53 Resources Inc.  
Box 985  
Cochrane, AB T4C 1B1

Attention: Daniel Jalbert

Cell: 403-880-2949

Email: dan@copperwoodventures.ca

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; or
- (c) 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 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.

### **11.9 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.

### **11.10 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 and made in accordance with the Agreement. 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.

### **11.11 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.

### **11.12 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 this Agreement, 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 to the public if required by Applicable Law (provided that Purchaser shall advise Vendor in advance of the content of any such public statement); (ii) in connection with obtaining the Vesting Order; or (iii) as required by Houston's secured creditors, if any or the Orphan Well Association.

### **11.13 Sealing Order**

Vendor may, at its discretion, apply to the Court for a sealing order with respect to a report prepared by Vendor containing the financial and other confidential details of this Transaction (the "**Confidential Report**"), such order sealing Vendor's Confidential Report and the confidential information contained therein from the public court file for the period directed by the Court. Pursuant to the terms of such sealing order applied for by Vendor, if granted, only the judge presiding over the Receivership Proceedings, Purchaser and their respective Representatives and the secured creditors of Vendor who have executed confidentiality agreements, and subject to the terms of those confidentiality agreements, shall have access to Vendor's Confidential Report and the confidential information contained therein.

### **11.14 Termination**

This Agreement may be terminated at any time prior to Closing:

- (a) by mutual written agreement of Vendor and Purchaser; or
- (b) by either Vendor or Purchaser pursuant to the provisions of Sections 3.2, 3.3 or 3.4, as applicable.

In the event of termination of this Agreement, the Deposit shall be addressed in accordance with Section 2.9.

### **11.15 Personal Information**

Purchaser covenants and agrees to use and disclose any personal information contained in any of the books, records or files transferred to Purchaser or otherwise obtained or reviewed by Purchaser in connection with the Transaction only for those purposes for which it was initially collected from or in respect of the individual to which such information relates, unless:

- (a) Vendor or Purchaser has first notified such individual of such additional purpose, and where required by the Applicable Laws, obtained the consent of such individual to such additional purpose; or
- (b) such use or disclosure is permitted or authorized by Applicable Laws, without notice to, or consent from, such individual.
- (c) Purchaser's obligations set forth in this Section 11.15 shall survive the Closing Date indefinitely.

*(Remainder of page intentionally left blank)*



**11.16 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.

**BDO CANADA LIMITED IN ITS  
CAPACITY AS COURT APPOINTED  
RECEIVER AND MANAGER OF  
HOUSTON OIL & GAS LTD. AND NOT  
IN ITS PERSONAL OR CORPORATE  
CAPACITY**

**ROAD 53 RESOURCES INC.**

Per:



Per:

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Name: Marc Kelly  
Title: Senior Vice President

---

Name: Daniel Jalbert  
Title: President

**11.16 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.

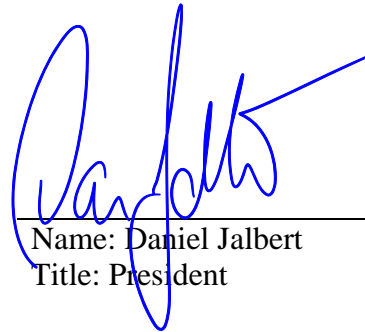
**BDO CANADA LIMITED IN ITS  
CAPACITY AS COURT APPOINTED  
RECEIVER AND MANAGER OF  
HOUSTON OIL & GAS LTD. AND NOT  
IN ITS PERSONAL OR CORPORATE  
CAPACITY**

Per:

\_\_\_\_\_  
Name:  
Title:

**ROAD 53 RESOURCES INC.**

Per:

  
\_\_\_\_\_  
Name: Daniel Jalbert  
Title: President

THE FOLLOWING COMPRISES SCHEDULE “A” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 28, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND ROAD 53 RESOURCES INC.

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**Lands and Petroleum and Natural Gas Rights**

**Turin Area**

<b>Title Document</b>	<b>Lands and Petroleum and Natural Gas Rights</b>	<b>Vendor’s Working Interest</b>	<b>Encumbrances</b>
Alberta Crown PNG Lease No. 0409070005 (004)	Twp 11 Rge 19 W4M: Lsds 15 & 16 of Sec. 9  (PNG below Top of Mannville to Base of Mannville)	35%.	Crown Royalty

**Leckie Area**

See the attached 112 pages entitled “HOUSTON OIL & GAS LTD. Mineral Schedule “A” Report dated Jan 10, 2020”

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00226 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NE 10 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/10-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00227 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NW 10 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00228 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 10 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00229 A	LSE TYPE: FH PNG LEA: LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M01324 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 20.0% (MIN \$7.10/E3M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/10-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M01325 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 20.0% (MIN \$7.10/E3M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01326 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SE 10 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 20.0% (MIN \$7.10/E3M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01327 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SW 10 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 20.0% (MIN \$7.10/E3M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00230 A	LSE TYPE: FH PNG LEA! TWP 018 RGE 16 W4M NE 11 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00264 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NW 11		CUR INT: WI	NONCONV LOR		100/12-11-018-16-W4/00

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL  100/14-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00265 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SE 11 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00266 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SW 11 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/05-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01328 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 11 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 20.0% (MIN \$7.10/E3M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01329 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NW 11 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 20.0% (MIN \$7.10/E3M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01330 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M SE 11 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01331 A	LSE TYPE: FH NG LEAS	TWP 18 RGE 16 W4M SW 11	CUR INT: WI	NONCONV LOR		100/05-11-018-16-W4/00



**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL  100/06-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00263 A	LSE TYPE: FH PNG LEA: LSE DATE: 1990 Jan 15 EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG FROM TOP MILK_RIVER TO BASE MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/13-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00267 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00268 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SE 15 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M00269 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SW 15 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/05-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/06-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M01332 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NE 15 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01333 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NW 15 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/13-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01334 A	LSE TYPE: FH PNG LEA! TWP 18 RGE 16 W4M SE 15 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01335 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SW 15 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/05-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/06-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00270 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NE 16 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	PDBY HOUSTON OI 100.0%  NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/15-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00271 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SE 16 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	PDBY HOUSTON OI 100.0%  NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00272 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SW 16 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	PDBY HOUSTON OI 100.0%  NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0%		100/04-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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				COUNT ACREAGE: Y BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00354 A	LSE TYPE: FH NG LEAS LSE DATE: 1990 Jan 15 EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NW 16 NG FROM TOP MILK_RIVER TO BASE MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01336 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 16 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/15-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01337 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000	TWP 18 RGE 16 W4M NW 16 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR		100/12-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01338 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 16 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01339 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 16 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN %7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00273 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NE 17 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/09-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00274 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NW 17 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00275 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M SE 17 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00276 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0	TWP 18 RGE 16 W4M SW 17 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/05-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-17-018-16-W4/00 FLOWING GAS

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		LIC: HOUSTON OIL
M01340 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NE 17 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c) BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/09-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01341 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NW 17 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c) BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01342 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 17 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c) BASED ON 100.0%		100/02-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-17-018-16-W4/00



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	MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL
M01343 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 17 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/05-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00277 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NE 18 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00278 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NW 18 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c		100/12-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00279 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M SE 18 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/07-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00280 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M SW 18 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01344 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NE 18 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S		100/16-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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	EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01345 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NW 18 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01346 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 18 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/07-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01347 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 18 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE		100/06-18-018-16-W4/00 FLOWING GAS

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	EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		LIC: HOUSTON OIL
M00281 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NE 19 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00282 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SE 19 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00283 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SW 19		CUR INT: WI	NONCONV LOR		100/04-19-018-16-W4/00

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	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL  100/06-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00355 A	LSE TYPE: FH NG LEAS LSE DATE: 1990 Jan 15 EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NW 19 NG FROM TOP MILK_RIVER TO BASE MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/14-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01348 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 19 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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M01349 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NW 19 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/14-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01350 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 19 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01351 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 19 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00284 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 20 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00285 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NW 20 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00286 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M SE 20 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/07-20-018-16-W4/00 ABD UNKNOWN LIC: CENOVUS ENERGY

**HOUSTON OIL & GAS LTD.**  
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				PDBY HOUSTON OI 100.0%		
M00287 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M SW 20 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01352 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 20 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01353 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000	TWP 18 RGE 16 W4M NW 20 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL



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				BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01354 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 20 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01355 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 20 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00288 A	LSE TYPE: FH NG LEAS: TWP 18 RGE 16 W4M NE 21 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR		100/15-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/15-21-018-16-W4/02 FLOWING GAS LIC: HOUSTON OIL

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	NET ACRES: 160.000 COUNT ACREAGE: Y			ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00289 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M NW 21 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/13-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00290 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M SE 21 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M00291 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M SW 21 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/06-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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	EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01356 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NE 21 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/15-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/15-21-018-16-W4/02 FLOWING GAS LIC: HOUSTON OIL  100/16-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01357 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NW 21 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/13-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M00292 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NE 29 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c		100/16-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00293 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M SE 29 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00294 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M SW 29 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00356 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M NW 29 LSE DATE: 1990 Jan 15 NG IN MILK_RIVER EFF DATE: 1990 Jan 15		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0%		100/14-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL



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	EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		
M01358 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NE 29 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01359 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M NW 29 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01360 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 29 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S		100/02-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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	EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01361 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 29 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01467 A	LSE TYPE: FH NG LEAS: TWP 018 RGE 16 W4M SEC 29 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-29-018-16-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-29-018-16-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/10-29-018-16-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/12-29-018-16-W4/00 COM CBM GAS



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						LIC: HOUSTON OIL
M00295 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 30 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/16-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M00296 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M SE 30 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M00297 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000	TWP 18 RGE 16 W4M SW 30 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR

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				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00357 A	LSE TYPE: FH NG LEAS LSE DATE: 1990 Jan 15 EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NW 30 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/14-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01362 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 30 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/16-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01363 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP	TWP 18 RGE 16 W4M NW 30 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/14-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL





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				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01364 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 30 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01365 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 30 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00298 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M NE 13 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-13-018-17-W4/02 FLOWING GAS



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		LIC: HOUSTON OIL
M00299 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M NW 13 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/11-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00300 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M SE 13 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00301 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M SW 13 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0%		100/03-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-13-018-17-W4/00

**HOUSTON OIL & GAS LTD.**  
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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL
M01366 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NE 13 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-13-018-17-W4/02 FLOWING GAS LIC: HOUSTON OIL
M01367 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NW 13 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/11-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01368 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M SE 13 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c		100/02-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01369 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SW 13 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/03-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00302 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M NE 14 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/09-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00303 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SE 14 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S		100/02-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00304 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M SW 14 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/05-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00358 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M NW 14 LSE DATE: 1990 Jan 15 NG IN MILK_RIVER EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01370 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M NE 14 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE		100/09-14-018-17-W4/00 FLOWING GAS

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		LIC: HOUSTON OIL 100/16-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01371 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M NW 14 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01372 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SE 14 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01373 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SW 14		CUR INT: WI	NONCONV LOR		100/05-14-018-17-W4/00

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL  100/06-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00305 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/1000M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00306 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00359 A	LSE TYPE: FH NG LEAS LSE DATE: 1990 Jan 15 EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 22 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-22-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00360 A	LSE TYPE: FH NG LEAS LSE DATE: 1990 Jan 15 EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SE 22 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01374 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 22 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01375 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 22 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-22-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01376 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SE 22 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01377 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SW 22 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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				PDBY HOUSTON OI 100.0%		
M01468 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SEC 22 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-22-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-22-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-22-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-22-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00307 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 23 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00308 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05	TWP 18 RGE 17 W4M NW 23 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c		100/12-23-018-17-W4/00 COM GAS LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/14-23-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00309 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SE 23 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00310 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SW 23 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01378 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M NE 23 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01379 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M NW 23 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-23-018-17-W4/00 COM GAS LIC: HOUSTON OIL  102/14-23-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01380 A	LSE TYPE: FH PNG LEA TWP 18 RGE 17 W4M SE 23 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01381 A	LSE TYPE: FH PNG LEA TWP 18 RGE 17 W4M SW 23 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	EXCL CBM		GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01469 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SEC 23 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-23-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/05-23-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/06-23-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/08-23-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/10-23-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/16-23-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL

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M00311 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 24 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00312 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 24 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00313 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SE 24 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00314 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SW 24 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/04-24-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01382 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 24 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01383 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 24 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				PDBY HOUSTON OI 100.0%		
M01384 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SE 24 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01385 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SW 24 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/04-24-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01470 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M SEC 24 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-24-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/06-24-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-24-018-17-W4/00



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
						COM    CBM GAS LIC: HOUSTON OIL
						100/10-24-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
						100/12-24-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
						100/14-24-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
						100/16-24-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
M00231 A	LSE TYPE: FH NG LEAS TWP 018 RGE 17 W4M NE 25 LSE DATE: 1981 Aug 28 NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00596 A CAPL 1981 ROFR Applies OPER: HOUSTON OI	
				NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	C00462 A General N/A No ROFR Applies C00596 A CAPL 1981	



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
					ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00232 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M NW 25 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies C00596 A CAPL 1981	100/14-25-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
M00233 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28	TWP 018 RGE 17 W4M SE 25 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0%	CUR INT OPER CONT C00596 A CAPL 1981	100/08-25-018-17-W4/00 COM GAS LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	ROFR Applies OPER: HOUSTON OI  ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies C00596 A CAPL 1981 ROFR Applies	
M00234 A	LSE TYPE: FH NG LEASING LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SW 25 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  NONCONV GOR SLIDING SCALE	CUR INT OPER CONT C00596 A CAPL 1981 ROFR Applies OPER: HOUSTON OI  ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	No ROFR Applies C00596 A CAPL 1981 ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00247 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M NE 25 LSE DATE: 1981 Aug 28 NG IN MILK_RIVER EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00248 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M NW 25 LSE DATE: 1981 Aug 28 NG IN MILK_RIVER EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-25-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				COUNT ACREAGE: Y BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00249 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SE 25 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/1000 c/i) BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-25-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00250 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SW 25 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c) BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01471 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000	TWP 018 RGE 17 W4M SEC 25 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0%		100/02-25-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/06-25-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL

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	COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		100/10-25-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
						100/12-25-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
						100/16-25-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
M00235 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M NE 26 LSE DATE: 1981 Aug 28 NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies C00596 A CAPL 1981 ROFR Applies	

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M00236 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M NW 26 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00596 A CAPL 1981 ROFR Applies OPER: HOUSTON OI	100/14-26-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies		
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	C00462 A General N/A No ROFR Applies C00596 A CAPL 1981 ROFR Applies		
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%			
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%			
M00237 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI	TWP 018 RGE 17 W4M SE 26 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00596 A CAPL 1981 ROFR Applies OPER: HOUSTON OI	100/08-26-018-17-W4/00 COM GAS LIC: HOUSTON OIL	



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	MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	C00462 A General N/A No ROFR Applies C00596 A CAPL 1981 ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00238 A	LSE TYPE: FH NG LEAS TWP 018 RGE 17 W4M SW 26 LSE DATE: 1981 Aug 28 NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00596 A CAPL 1981 ROFR Applies OPER: HOUSTON OI	
				NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0%	C00462 A General N/A No ROFR Applies C00596 A	



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				PDBY HOUSTON OI 100.0%	CAPL 1981 ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00251 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00252 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-26-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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M00253 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SE 26 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-26-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00254 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SW 26 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01472 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SEC 26 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-26-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/06-26-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-26-018-17-W4/00 COM CBM GAS



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						LIC: HOUSTON OIL
M00315 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 27 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00316 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 27 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00317 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000	TWP 18 RGE 17 W4M SE 27 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		

**HOUSTON OIL & GAS LTD.**  
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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	NET ACRES: 160.000 COUNT ACREAGE: Y			ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00318 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SW 27 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01386 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NE 27 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01387 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NW 27 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/14-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL

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	GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01388 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SE 27 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01389 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SW 27 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01473 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M SEC 27 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/01-27-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR		

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				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00362 A	LSE TYPE: FH PNG LEA: LSE DATE: 1999 Jul 01 EFF DATE: 1999 Jul 01 EXP DATE: 2000 Jun 30 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 647.520 NET ACRES: 647.520 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M 28 PNG TO BASE MEDICINE_HAT EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-28-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/10-28-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01474 A	LSE TYPE: FH NG LEASI LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SEC 28 CBM IN BELLY_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-28-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/04-28-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/06-28-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-28-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00319 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06	TWP 18 RGE 17 W4M NE 30 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE		100/16-30-018-17-W4/00 FLOWING GAS



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	EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		LIC: HOUSTON OIL
M01390 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NE 30 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-30-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00320 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M NE 31 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.410 NET ACRES: 157.410 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-31-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01391 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NE 31		CUR INT: WI	NONCONV LOR		100/16-31-018-17-W4/00

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.410 NET ACRES: 157.410 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	HOUSTON OI 100.0%	SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL
M00321 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.540 NET ACRES: 157.540 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00322 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-32-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-32-018-17-W4/02 COM GAS LIC: HOUSTON OIL



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M00361 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SW 32 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-32-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-32-018-17-W4/02 COM GAS LIC: HOUSTON OIL
M01312 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M SW 32 LSE DATE: 1991 Oct 30 EFF DATE: 1991 Oct 30 EXP DATE: 1993 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 161.750 NET ACRES: 161.750 COUNT ACREAGE: Y	NG IN BELLY_RIVER (EXCLUDES NG FROM OR ASSOCIATED WITH COAL DEPOSITS)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-32-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-32-018-17-W4/02 COM GAS LIC: HOUSTON OIL
M01323 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M NW 32, SE LSE DATE: 1994 Dec 13 EFF DATE: 1994 Dec 13 EXP DATE: 1995 Dec 12 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 317.480 NET ACRES: 317.480 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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M01392 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NE 32 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.540 NET ACRES: 157.540 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01393 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NW 32 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.480 NET ACRES: 157.480 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01394 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SE 32 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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				PDBY HOUSTON OI 100.0%		
M01475 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 475.020 NET ACRES: 475.020 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M N 32, SE NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/02-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  102/14-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M01476 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SW 32 CBM IN BELLY_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/02-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL



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						100/16-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						102/14-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00363 A	LSE TYPE: FH NG LEAS LSE DATE: 2002 Apr 01 EFF DATE: 2002 Apr 01 EXP DATE: 2003 Mar 31 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.770 NET ACRES: 157.770 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 33 NG TO BASE MEDICINE_HAT EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00364 A	LSE TYPE: FH NG LEAS LSE DATE: 2002 Apr 01 EFF DATE: 2002 Apr 01 EXP DATE: 2003 Mar 31 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.640 NET ACRES: 157.640 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 33 NG TO BASE MEDICINE_HAT EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00365 A	LSE TYPE: FH NG LEAS LSE DATE: 2002 Apr 01 EFF DATE: 2002 Apr 01 EXP DATE: 2003 Mar 31	TWP 18 RGE 17 W4M SE 33 NG TO BASE MEDICINE_HAT EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00366 A	LSE TYPE: FH NG LEAS LSE DATE: 2002 Apr 01 EFF DATE: 2002 Apr 01 EXP DATE: 2003 Mar 31 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SW 33 NG TO BASE MEDICINE_HAT EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-33-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-33-018-17-W4/02 CASED UNKNOWN LIC: HOUSTON OIL
M01477 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 635.410 NET ACRES: 635.410 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SEC 33 CBM IN BELLY_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-33-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/05-33-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-33-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-33-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-33-018-17-W4/00

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M00323 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.640 NET ACRES: 157.640 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		COM CBM GAS LIC: HOUSTON OIL
M00324 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.770 NET ACRES: 157.770 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-34-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/11-34-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00325 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-34-018-17-W4/00 COM GAS LIC: HOUSTON OIL

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				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00326 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SW 34 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01395 A	LSE TYPE: FH PNG LEA TWP 18 RGE 17 W4M NE 34 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.640 NET ACRES: 157.640 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01396 A	LSE TYPE: FH PNG LEA TWP 18 RGE 17 W4M NW 34 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-34-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/11-34-018-17-W4/00 COM GAS



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: HBP GROSS ACRES: 157.770 NET ACRES: 157.770 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		LIC: HOUSTON OIL
M01397 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SE 34 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-34-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01398 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SW 34 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01478 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M SEC 34 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-34-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/06-34-018-17-W4/00





**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	MNRL INT: 100.0 GROSS ACRES: 635.410 NET ACRES: 635.410 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		COM    CBM GAS LIC: HOUSTON OIL  100/16-34-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL  100/10-34-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
M00239 A	LSE TYPE: FH NG LEAS TWP 018 RGE 17 W4M NE 35 LSE DATE: 1981 Aug 28    NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28    EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 158.070 NET ACRES: 158.070 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies C00596 B CAPL 1981 ROFR Applies	100/16-35-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00240 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.730 NET ACRES: 157.730 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M NW 35 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00596 B CAPL 1981 ROFR Applies OPER: HOUSTON OI	
				NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	C00462 A General N/A No ROFR Applies C00596 B CAPL 1981 ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00241 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0	TWP 018 RGE 17 W4M SE 35 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00596 B CAPL 1981 ROFR Applies OPER: HOUSTON OI	
				NONCONV GOR		

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	C00462 A General N/A No ROFR Applies C00596 B CAPL 1981 ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00242 A	LSE TYPE: FH NG LEAS TWP 018 RGE 17 W4M SW 35 LSE DATE: 1981 Aug 28 NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies	
				NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	C00462 A General N/A No ROFR Applies C00596 B CAPL 1981	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	ROFR Applies	

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00255 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 158.070 NET ACRES: 158.070 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-35-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00256 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.730 NET ACRES: 157.730 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		

**HOUSTON OIL & GAS LTD.**  
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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00257 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SE 35 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00258 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SW 35 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01479 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 635.800 NET ACRES: 635.800 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SEC 35 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-35-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-35-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-35-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00243 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 158.540 NET ACRES: 158.540 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M NE 36 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies C00596 B CAPL 1981 ROFR Applies	100/10-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00244 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP	TWP 018 RGE 17 W4M NW 36 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 2.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A	100/12-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/14-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	GROSS ACRES: 158.340 NET ACRES: 158.340 COUNT ACREAGE: Y			BASED ON 25.0% PDBY HOUSTON OI 100.0%	No ROFR Applies C00596 B CAPL 1981	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00245 A	LSE TYPE: FH NG LEAS TWP 018 RGE 17 W4M SE 36 LSE DATE: 1981 Aug 28 NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S (MIN 0.0 MAX 10.0 ) GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies	100/02-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL 100/08-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	C00596 B CAPL 1981 ROFR Applies	
				NONCONV GOR SLIDING SCALE GAS S/S		

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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00246 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M SW 36 LSE DATE: 1981 Aug 28 NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0% NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0% NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0% NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0% NONCONV GOR	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies C00596 B CAPL 1981 ROFR Applies	100/04-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL 102/06-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00259 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 158.540 NET ACRES: 158.540 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 36 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00260 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 158.340 NET ACRES: 158.340 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 36 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00261 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP	TWP 18 RGE 17 W4M SE 36 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL



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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00262 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SW 36 LSE DATE: 1981 Aug 28 NG IN MILK_RIVER EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL  102/06-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01480 A	LSE TYPE: FH NG LEAS TWP 018 RGE 17 W4M SEC 36 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 636.880 NET ACRES: 636.880 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-36-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00327 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M NE 1 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-01-019-17-W4/02 TEST GAS LIC: HOUSTON OIL
				NONCONV GOR		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00328 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M NW 1 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.320 NET ACRES: 160.320 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00329 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SE 1 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00330 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SW 1 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-01-019-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-01-019-17-W4/02 FLOWING GAS LIC: HOUSTON OIL



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01399 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M NE 1 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-01-019-17-W4/02 TEST GAS LIC: HOUSTON OIL
M01400 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M NW 1 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.320 NET ACRES: 160.320 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01401 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SE 1 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01402 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SW 1 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.200 NET ACRES: 160.200 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-01-019-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-01-019-17-W4/02 FLOWING GAS LIC: HOUSTON OIL
M01481 A	LSE TYPE: FH NG LEASI TWP 019 RGE 17 W4M SEC 1 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.520 NET ACRES: 640.520 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/01-01-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-01-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/12-01-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-01-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-01-019-17-W4/00

**HOUSTON OIL & GAS LTD.**  
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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
						COM    CBM GAS LIC: HOUSTON OIL
M00331 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M NE 2 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-02-019-17-W4/00 COM    GAS LIC: HOUSTON OIL
M00332 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M NW 2 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00333 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SE 2 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.800		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00334 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.720 NET ACRES: 159.720 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M SW 2 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01403 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M NE 2 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-02-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M01404 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP	TWP 19 RGE 17 W4M NW 2 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0%		



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01405 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SE 2 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.800 NET ACRES: 159.800 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01406 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SW 2 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.720 NET ACRES: 159.720 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01482 A	LSE TYPE: FH NG LEAS TWP 019 RGE 17 W4M SEC 2 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 639.520		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0%	100/05-02-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/06-02-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL	



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	NET ACRES: 639.520 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-02-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-02-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00335 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M NE 3 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-03-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/16-03-019-17-W4/02 COM UNKNOWN LIC: HOUSTON OIL
M00336 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SW 3 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.560 NET ACRES: 159.560 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-03-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-03-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M01315 A	LSE TYPE: FH PNG LEA TWP 19 RGE 17 W4M SE&NW 3 LSE DATE: 1994 Mar 29 NG IN MILK_RIVER EFF DATE: 1994 Mar 29 EXCL CBM		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXP DATE: 1995 Mar 28 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 319.590 NET ACRES: 319.590 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		
M01407 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M NE 3 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-03-019-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-03-019-17-W4/02 COM UNKNOWN LIC: HOUSTON OIL
M01408 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M NW 3 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01409 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SE 3 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.590 NET ACRES: 159.590 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01410 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SW 3 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.560 NET ACRES: 159.560 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-03-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-03-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M01483 A	LSE TYPE: FH NG LEAS: TWP 019 RGE 17 W4M SEC 3 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 639.150 NET ACRES: 639.150 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-03-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-03-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00200 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 4 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	NET ACRES: 160.000 COUNT ACREAGE: Y			ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00201 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SE 4 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.350 NET ACRES: 159.350 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00202 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 4 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.120 NET ACRES: 159.120 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-04-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-04-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M00337 A	LSE TYPE: FH NG LEAS: TWP 19 RGE 17 W4M NE 4 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00338 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SW 4 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.120 NET ACRES: 159.120 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-04-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-04-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M01313 A	LSE TYPE: FH PNG LEA TWP 19 RGE 17 W4M SW 4 LSE DATE: 1991 Oct 30 NG IN BELLY_RIVER EFF DATE: 1991 Oct 30 (EXCLUDES NG FROM OR EXP DATE: 1993 Oct 29 ASSOCIATED WITH COAL DEPOSITS) INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 161.000 NET ACRES: 161.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-04-019-17-W4/02 FLOWING GAS LIC: HOUSTON OIL
M01318 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SE 4, NW 4 LSE DATE: 1994 Mar 29 NG IN MILK_RIVER EFF DATE: 1994 Mar 29 EXCL CBM EXP DATE: 1995 Mar 28 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: HBP GROSS ACRES: 319.350 NET ACRES: 319.350 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01411 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NE 4 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01484 A	LSE TYPE: FH NG LEASI TWP 019 RGE 17 W4M SW 4 LSE DATE: 2016 Jun 15 CBM IN BELLY_RIVER EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 159.120 NET ACRES: 159.120 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/03-04-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-04-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/12-04-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/14-04-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/16-04-019-17-W4/00

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						COM    CBM GAS LIC: HOUSTON OIL
M01485 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 479.350 NET ACRES: 479.350 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M N 4, SE 4 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/03-04-019-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL  100/08-04-019-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL  100/12-04-019-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL  100/14-04-019-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL  100/16-04-019-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
M00203 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M NE 5 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-05-019-17-W4/02 CASED    UNKNOWN LIC: HOUSTON OIL

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M00204 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 5 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	PDBY HOUSTON OI 100.0%  NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00206 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 5 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.060 NET ACRES: 159.060 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-05-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M00339 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M NE 5 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0%		100/16-05-019-17-W4/02 CASED UNKNOWN LIC: HOUSTON OIL



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				COUNT ACREAGE: Y BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00340 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.060 NET ACRES: 159.060 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M SW 5 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-05-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M01314 A	LSE TYPE: FH PNG LEA LSE DATE: 1991 Oct 30 EFF DATE: 1991 Oct 30 EXP DATE: 1993 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 161.750 NET ACRES: 161.750 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M SW 5 NG IN BELLY_RIVER (EXCLUDES NG FROM OR ASSOCIATED WITH COAL DEPOSITS)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-05-019-17-W4/02 FLOWING GAS LIC: HOUSTON OIL
M01322 A	LSE TYPE: FH PNG LEA LSE DATE: 1994 Mar 29 EFF DATE: 1994 Mar 29 EXP DATE: 1995 Mar 28 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 318.930	TWP 19 RGE 17 W4M SE 5, NW 5 NG FROM TOP MILK_RIVER TO BASE MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR		100/02-05-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/08-05-019-17-W4/00 SUSP GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01486 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 159.060 NET ACRES: 159.060 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M SW 5 CBM IN BELLY_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-05-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-05-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-05-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M01487 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 478.930 NET ACRES: 478.930 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M N 5, SE 5 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-05-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-05-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-05-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00207 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI	TWP 019 RGE 17 W4M NE 8 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0%		100/15-08-019-17-W4/00 ABZ UNKNOWN LIC: HOUSTON OIL  100/15-08-019-17-W4/03

**HOUSTON OIL & GAS LTD.**  
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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-08-019-17-W4/00 COM GAS LIC: HOUSTON OIL
						100/15-08-019-17-W4/02 COM GAS LIC: HOUSTON OIL
M00208 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 8 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00209 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 8 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/03-08-019-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-08-019-17-W4/00 CASED UNKNOWN LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00341 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M NE 8 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/15-08-019-17-W4/00 ABZ UNKNOWN LIC: HOUSTON OIL  100/15-08-019-17-W4/03 FLOWING GAS LIC: HOUSTON OIL  100/16-08-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/15-08-019-17-W4/02 COM GAS LIC: HOUSTON OIL
M00342 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M SW 8 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/03-08-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-08-019-17-W4/00 CASED UNKNOWN LIC: HOUSTON OIL
M01310 A	LSE TYPE: FH PNG LEA LSE DATE: 1991 Oct 30 EFF DATE: 1993 Oct 30 EXP DATE: 1995 Oct 29 INT TYPE: WI	TWP 19 RGE 17 W4M NE 8 PNG IN BELLY_RIVER (EXCL NG DERIVED FROM OR ASSOCIATED WITH COAL DEPOSITS)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0%		100/15-08-019-17-W4/03 FLOWING GAS LIC: HOUSTON OIL  100/15-08-019-17-W4/02

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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		COM GAS LIC: HOUSTON OIL
M01311 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SW 8 LSE DATE: 1991 Oct 30 PNG IN BELLY_RIVER EFF DATE: 1993 Oct 30 EXCL CBM EXP DATE: 1995 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-08-019-17-W4/02 FLOWING GAS LIC: HOUSTON OIL
M01316 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SE 8 LSE DATE: 1994 Nov 01 NG IN MEDICINE_HAT_SD EFF DATE: 1994 Nov 01 EXCL CBM EXP DATE: 1995 Oct 31 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01317 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SE 8, NW 8 LSE DATE: 1994 Mar 29 NG IN MILK_RIVER EFF DATE: 1994 Mar 29 EXCL CBM EXP DATE: 1995 Mar 28		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 320.000 NET ACRES: 320.000 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01488 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 320.000 NET ACRES: 320.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M NW 8, SE 8 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-08-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-08-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						102/06-08-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M01489 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 320.000 NET ACRES: 320.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M NE 8, SW 8 CBM IN BELLY_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-08-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-08-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						102/06-08-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00210 A	LSE TYPE: FH PNG LEA	TWP 019 RGE 17 W4M NE 9	CUR INT: WI	NONCONV LOR		



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD EXCL CBM	HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00211 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 9 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M00212 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SE 9 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M00213 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 9		CUR INT: WI	NONCONV LOR		100/04-09-019-17-W4/00

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD EXCL CBM	HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		COM GAS LIC: HOUSTON OIL  100/06-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-09-019-17-W4/02 CASED UNKNOWN LIC: HOUSTON OIL
M00343 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00344 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-09-019-17-W4/02 CASED UNKNOWN LIC: HOUSTON OIL





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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01321 A	LSE TYPE: FH NG LEAS LSE DATE: 1994 Mar 29 EFF DATE: 1994 Mar 29 EXP DATE: 1995 Mar 28 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 320.000 NET ACRES: 320.000 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M SE 9 , NW 9 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/12-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M01490 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M SEC 9 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-09-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-09-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-09-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00214 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000	TWP 019 RGE 17 W4M NE 10 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

**HOUSTON OIL & GAS LTD.**  
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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00215 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 10 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00216 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SE 10 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00217 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 10 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00345 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M NE 10 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00346 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M SW 10 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01320 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M SE 10, NW 10 LSE DATE: 1994 Mar 29 NG IN MILK_RIVER EFF DATE: 1994 Mar 29 EXCL CBM EXP DATE: 1995 Mar 28 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: HBP GROSS ACRES: 320.000 NET ACRES: 320.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01491 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M SEC 10 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-10-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-10-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-10-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-10-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00218 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M NE 11 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-11-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00219 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 11 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00220 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SE 11 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00221 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 11 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/06-11-019-17-W4/00 COM GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00347 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER TWP 19 RGE 17 W4M NE 11 EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-11-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00348 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER TWP 19 RGE 17 W4M SE 11 EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00349 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER TWP 19 RGE 17 W4M SW 11 EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/06-11-019-17-W4/00 COM GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				PDBY HOUSTON OI 100.0%		
M01319 A	LSE TYPE: FH NG LEAS LSE DATE: 1994 Mar 29 EFF DATE: 1994 Mar 29 EXP DATE: 1995 Mar 28 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M NW 11 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01492 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M SEC 11 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-11-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-11-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV LOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/15-11-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c		100/16-11-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00222 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05	TWP 019 RGE 17 W4M NE 12 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c		

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00223 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 12 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN 7.1000 c/mcf) BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00224 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 12 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00225 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SE 12 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S		



**HOUSTON OIL & GAS LTD.**  
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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00350 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M NE 12 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00351 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M NW 12 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00352 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M SE 12 LSE DATE: 1981 May 06 NG IN MILK_RIVER		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE		

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	EXCL CBM		GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00353 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M SW 12 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01493 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M SEC 12 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-12-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-12-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/14-12-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/16-12-019-17-W4/00

**HOUSTON OIL & GAS LTD.**  
Mineral Schedule "A" Report

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
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COM    CBM GAS  
LIC: HOUSTON OIL

102/06-12-019-17-W4/00  
COM    CBM GAS  
LIC: HOUSTON OIL

100/12-12-019-17-W4/00  
COM    CBM GAS  
LIC: HOUSTON OIL

reattaoilgas@gmail.com 16-14  
Houston Oil/21:09:2020  
CONFIDENTIAL

THE FOLLOWING COMPRISES SCHEDULE “B” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED **SEPTEMBER 28, 2020** BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND ROAD 53 RESOURCES INC.

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**Wells and Facilities**

License #	UWI	Status	Formation	Licensee	Houston WI%
0429959	100/16-09-011-19W4/2	Oil	L. Mannville	Firenze	35%

**Leckie Well List**

License #	UWI	Status	Formation	Licensee	Houston WI%
0284698	100/02-10-018-16W4/0	Gas	Med Hat	Houston	100%
0275035	100/04-10-018-16W4/0	Gas	Med Hat	Houston	100%
0092051	100/06-10-018-16W4/0	Gas	Med Hat	Houston	100%
0118399	100/08-10-018-16W4/0	Gas	Med Hat	Houston	100%
0285145	102/10-10-018-16W4/0	Gas	Med Hat	Houston	100%
0275070	100/12-10-018-16W4/0	Gas	Med Hat	Houston	100%
0118402	100/14-10-018-16W4/0	Gas	Med Hat	Houston	100%
0092013	100/16-10-018-16W4/0	Gas	Med Hat	Houston	100%
0315445	100/02-11-018-16W4/0	Gas	Med Hat	Houston	100%
0253632	100/05-11-018-16W4/0	Gas	Med Hat	Houston	100%
0092014	100/06-11-018-16W4/0	Gas	Med Hat	Houston	100%
0118401	100/08-11-018-16W4/0	Gas	Med Hat	Houston	100%
0315442	100/10-11-018-16W4/0	Gas	Med Hat	Houston	100%
0315433	100/12-11-018-16W4/0	Gas	Med Hat	Houston	100%
0118400	100/14-11-018-16W4/0	Gas	Med Hat	Houston	100%
0092015	100/16-11-018-16W4/0	Gas	Med Hat	Houston	100%
0275030	100/02-15-018-16W4/0	Gas	Med Hat	Houston	100%
0253685	100/05-15-018-16W4/0	Gas	Med Hat	Houston	100%
0091783	102/06-15-018-16W4/0	Gas	Med Hat	Houston	100%
0118100	100/08-15-018-16W4/0	Gas	Med Hat	Houston	100%
0224263	100/13-15-018-16W4/0	Gas	Med Hat	Houston	100%
0146916	100/14-15-018-16W4/0	Gas	Med Hat	Houston	100%
0091784	100/16-15-018-16W4/0	Gas	Med Hat	Houston	100%
0275031	100/02-16-018-16W4/0	Gas	Med Hat	Houston	100%
0275039	100/04-16-018-16W4/0	Gas	Med Hat	Houston	100%
0092174	100/06-16-018-16W4/0	Gas	Med Hat	Houston	100%
0118101	100/08-16-018-16W4/0	Gas	Med Hat	Houston	100%
0315416	100/10-16-018-16W4/0	Gas	Med Hat	Houston	100%
0285464	100/12-16-018-16W4/0	Gas	Med Hat	Houston	100%
0146917	100/14-16-018-16W4/0	Gas	Med Hat	Houston	100%
0092173	100/15-16-018-16W4/0	Gas	Med Hat	Houston	100%
0284699	100/02-17-018-16W4/0	Gas	Med Hat	Houston	100%
0253350	100/05-17-018-16W4/0	Gas	Med Hat	Houston	100%

0092050	100/06-17-018-16W4/0	Gas	Med Hat	Houston	100%
0118104	100/08-17-018-16W4/0	Gas	Med Hat	Houston	100%
0338129	100/09-17-018-16W4/0	Gas	Milk River	Houston	100%
0118102	100/14-17-018-16W4/0	Gas	Med Hat	Houston	100%
0092027	100/16-17-018-16W4/0	Gas	Med Hat	Houston	100%
0091657	100/06-18-018-16W4/0	Gas	Med Hat	Houston	100%
0253355	102/07-18-018-16W4/0	Gas	Milk River	Houston	100%
0119117	100/08-18-018-16W4/0	Gas	Med Hat	Houston	100%
0253410	100/12-18-018-16W4/0	Gas	Med Hat	Houston	100%
0119116	100/14-18-018-16W4/0	Gas	Med Hat	Houston	100%
0271767	102/14-18-018-16W4/0	Abandoned Zone	Glauconitic	Torxen	
0091710	100/16-18-018-16W4/0	Gas	Med Hat	Houston	100%
0284700	100/02-19-018-16W4/0	Gas	Med Hat	Houston	100%
0253358	100/04-19-018-16W4/0	Gas	Med Hat	Houston	100%
0091711	100/06-19-018-16W4/0	Gas	Med Hat	Houston	100%
0118105	100/08-19-018-16W4/0	Gas	Med Hat	Houston	100%
0224282	100/10-19-018-16W4/0	Gas	Med Hat	Houston	100%
0147004	102/14-19-018-16W4/0	Gas	Med Hat	Houston	100%
0092026	100/16-19-018-16W4/0	Gas	Med Hat	Houston	100%
0315387	100/04-20-018-16W4/0	Gas	Med Hat	Houston	100%
0092203	100/06-20-018-16W4/0	Gas	Med Hat	Houston	100%
0118106	100/08-20-018-16W4/0	Gas	Med Hat	Houston	100%
0315817	100/10-20-018-16W4/0	Gas	Med Hat	Houston	100%
0284701	100/12-20-018-16W4/0	Gas	Med Hat	Houston	100%
0118166	100/14-20-018-16W4/0	Gas	Med Hat	Houston	100%
0092319	100/16-20-018-16W4/0	Gas	Med Hat	Houston	100%
0118098	102/06-21-018-16W4/0	Gas	Milk River	Houston	100%
0118096	100/08-21-018-16W4/0	Gas	Milk River	Houston	100%
0092428	100/12-21-018-16W4/0	Gas	Med Hat	Houston	100%
0275091	100/13-21-018-16W4/0	Gas	Med Hat	Houston	100%
0092204	100/15-21-018-16W4/2	Gas	Milk River	Houston	100%
0224351	100/16-21-018-16W4/0	Gas	Med Hat	Houston	100%
0275126	100/02-29-018-16W4/0	Gas	Med Hat	Houston	100%
0275115	100/04-29-018-16W4/0	Gas	Med Hat	Houston	100%
0092494	100/06-29-018-16W4/0	Gas	Med Hat	Houston	100%
0118095	100/08-29-018-16W4/0	Gas	Med Hat	Houston	100%
0314787	100/10-29-018-16W4/0	Gas	Med Hat	Houston	100%
0285482	100/12-29-018-16W4/0	Gas	Med Hat	Houston	100%
0146946	100/14-29-018-16W4/0	Gas	Med Hat	Houston	100%
0083613	100/16-29-018-16W4/0	Gas	Med Hat	Houston	100%
			Milk River-Med		
0315270	100/02-30-018-16W4/0	Gas	Hat	Houston	100%
0338126	100/04-30-018-16W4/0	Gas	Milk River	Houston	100%
0092495	100/06-30-018-16W4/0	Gas	Med Hat	Houston	100%
0118329	100/08-30-018-16W4/0	Gas	Med Hat	Houston	100%
0146914	100/14-30-018-16W4/0	Gas	Med Hat	Houston	100%
0314839	102/14-30-018-16W4/0	Gas	Med Hat	Houston	100%
0083603	100/16-30-018-16W4/0	Gas	Med Hat	Houston	100%
0315450	102/16-30-018-16W4/0	Gas	Med Hat	Houston	100%
0275041	100/02-13-018-17W4/0	Gas	Med Hat	Houston	100%
0314863	100/03-13-018-17W4/0	Gas	Med Hat	Houston	100%

0091640	100/06-13-018-17W4/0	Gas	Med Hat	Houston	100%
0171460	100/08-13-018-17W4/0	Gas	Med Hat	Houston	100%
0285485	100/11-13-018-17W4/0	Gas	Med Hat	Houston	100%
0171372	100/14-13-018-17W4/0	Gas	Med Hat	Houston	100%
0091574	100/16-13-018-17W4/2	Gas	Milk River	Houston	100%
0275080	100/02-14-018-17W4/0	Gas	Med Hat	Houston	100%
0275073	100/05-14-018-17W4/0	Gas	Med Hat	Houston	100%
0091572	100/06-14-018-17W4/0	Gas	Med Hat	Houston	100%
0253395	100/08-14-018-17W4/0	Gas	Med Hat	Houston	100%
0339171	100/09-14-018-17W4/0	Gas	Milk River	Houston	100%
0146912	100/14-14-018-17W4/0	Gas	Med Hat	Houston	100%
0091538	100/16-14-018-17W4/0	Gas	Med Hat	Houston	100%
			Milk River-Med		
0091571	100/06-22-018-17W4/0	Gas	Hat	Houston	100%
0146915	100/08-22-018-17W4/0	Gas	Med Hat	Houston	100%
0285144	100/12-22-018-17W4/0	Gas	Med Hat	Houston	100%
0146913	100/14-22-018-17W4/0	Gas	Med Hat	Houston	100%
0091512	100/16-22-018-17W4/0	Gas	Med Hat	Houston	100%
0224344	100/02-23-018-17W4/0	Gas	Med Hat	Houston	100%
0253397	100/05-23-018-17W4/0	Gas	Med Hat	Houston	100%
0091207	100/06-23-018-17W4/0	Gas	Med Hat	Houston	100%
0119115	100/08-23-018-17W4/0	Gas	Med Hat	Houston	100%
0239441	100/10-23-018-17W4/0	Gas	Med Hat	Houston	100%
0239444	100/12-23-018-17W4/0	Gas	Med Hat	Houston	100%
0119114	102/14-23-018-17W4/0	Gas	Med Hat	Houston	100%
0091208	100/16-23-018-17W4/0	Gas	Med Hat	Houston	100%
0239439	100/02-24-018-17W4/0	Gas	Med Hat	Houston	100%
0224415	102/04-24-018-17W4/0	Gas	Med Hat	Houston	100%
0091209	100/06-24-018-17W4/0	Gas	Med Hat	Houston	100%
0119113	100/08-24-018-17W4/0	Gas	Med Hat	Houston	100%
0239250	100/10-24-018-17W4/0	Gas	Med Hat	Houston	100%
0239440	100/12-24-018-17W4/0	Gas	Med Hat	Houston	100%
0119112	100/14-24-018-17W4/0	Gas	Med Hat	Houston	100%
0091205	100/16-24-018-17W4/0	Gas	Med Hat	Houston	100%
0239180	100/02-25-018-17W4/0	Gas	Med Hat	Houston	100%
0092150	100/06-25-018-17W4/0	Gas	Med Hat	Houston	100%
0118690	100/08-25-018-17W4/0	Gas	Med Hat	Houston	100%
0239447	100/10-25-018-17W4/0	Gas	Med Hat	Houston	100%
0285143	100/12-25-018-17W4/0	Gas	Med Hat	Houston	100%
0119111	100/14-25-018-17W4/0	Gas	Med Hat	Houston	100%
0092186	100/16-25-018-17W4/0	Gas	Med Hat	Houston	100%
0253405	100/04-26-018-17W4/0	Gas	Med Hat	Houston	100%
0092184	100/06-26-018-17W4/0	Gas	Med Hat	Houston	100%
0118691	100/08-26-018-17W4/0	Gas	Med Hat	Houston	100%
0119250	100/14-26-018-17W4/0	Gas	Med Hat	Houston	100%
0092183	100/16-26-018-17W4/0	Gas	Med Hat	Houston	100%
0338037	100/01-27-018-17W4/0	Gas	Milk River	Houston	100%
0091206	100/06-27-018-17W4/0	Gas	Med Hat	Houston	100%
0118692	100/08-27-018-17W4/0	Gas	Med Hat	Houston	100%
0314833	100/12-27-018-17W4/0	Gas	Med Hat	Houston	100%
0119249	100/14-27-018-17W4/0	Gas	Med Hat	Houston	100%

0091082	100/16-27-018-17W4/0	Gas	Med Hat	Houston	100%
0315058	100/04-28-018-17W4/0	Gas	Med Hat	Houston	100%
0238902	100/06-28-018-17W4/0	Gas	Med Hat	Houston	100%
0238896	100/08-28-018-17W4/0	Gas	Med Hat	Houston	100%
0046362	100/10-28-018-17W4/0	Gas	Med Hat	Houston	100%
0338305	100/12-28-018-17W4/0	Gas	Milk River	Houston	100%
0238891	100/14-28-018-17W4/0	Gas	Med Hat	Houston	100%
0083012	100/16-30-018-17W4/0	Gas	Med Hat	Houston	100%
0083013	100/16-31-018-17W4/0	Gas	Med Hat	Houston	100%
0338302	100/02-32-018-17W4/0	Gas	Milk River	Houston	100%
0091998	100/06-32-018-17W4/2	Gas	Judith	Houston	100%
0171462	100/08-32-018-17W4/0	Gas	Med Hat	Houston	100%
0338276	100/12-32-018-17W4/0	Gas	Med Hat	Houston	100%
0171464	102/14-32-018-17W4/0	Gas	Med Hat	Houston	100%
0091922	100/16-32-018-17W4/0	Gas	Med Hat	Houston	100%
0338134	100/02-33-018-17W4/0	Gas	Milk River	Houston	100%
0261333	100/05-33-018-17W4/0	Gas	Med Hat	Houston	100%
0091573	100/06-33-018-17W4/0	Gas	Med Hat	Houston	100%
0171461	100/08-33-018-17W4/0	Gas	Med Hat	Houston	100%
0171901	100/14-33-018-17W4/0	Gas	Med Hat	Houston	100%
0091639	100/16-33-018-17W4/0	Gas	Med Hat	Houston	100%
0253764	100/04-34-018-17W4/0	Gas	Med Hat	Houston	100%
0091261	100/06-34-018-17W4/0	Gas	Med Hat	Houston	100%
0118767	100/08-34-018-17W4/0	Gas	Med Hat	Houston	100%
0339072	100/10-34-018-17W4/0	Gas	Milk River	Houston	100%
0338085	100/11-34-018-17W4/0	Gas	Milk River	Houston	100%
0119266	100/14-34-018-17W4/0	Gas	Med Hat	Houston	100%
0091260	100/16-34-018-17W4/0	Gas	Med Hat	Houston	100%
0092149	100/06-35-018-17W4/0	Gas	Med Hat	Houston	100%
0118768	100/08-35-018-17W4/0	Gas	Med Hat	Houston	100%
0119267	100/14-35-018-17W4/0	Gas	Med Hat	Houston	100%
0092148	100/16-35-018-17W4/0	Gas	Med Hat	Houston	100%
0315061	100/02-36-018-17W4/0	Gas	Med Hat	Houston	100%
0338304	100/04-36-018-17W4/0	Gas	Milk River	Houston	100%
			Med Hat,Milk		
0092185	102/06-36-018-17W4/0	Gas	River	Houston	100%
0119253	100/08-36-018-17W4/0	Gas	Med Hat	Houston	100%
0338303	100/10-36-018-17W4/0	Gas	Milk River	Houston	100%
0274631	100/12-36-018-17W4/0	Gas	Med Hat	Houston	100%
0119252	100/14-36-018-17W4/0	Gas	Med Hat	Houston	100%
0092258	100/16-36-018-17W4/0	Gas	Med Hat	Houston	100%
0275040	100/01-01-019-17W4/0	Gas	Med Hat	Houston	100%
0092519	100/06-01-019-17W4/2	Gas	Milk River	Houston	100%
0119262	100/08-01-019-17W4/0	Gas	Med Hat	Houston	100%
0274633	100/12-01-019-17W4/0	Gas	Med Hat	Houston	100%
0119263	100/14-01-019-17W4/0	Gas	Med Hat	Houston	100%
0083563	100/16-01-019-17W4/0	Gas	Med Hat	Houston	100%
0275028	100/05-02-019-17W4/0	Gas	Med Hat	Houston	100%
0091262	100/06-02-019-17W4/0	Gas	Med Hat	Houston	100%
0119264	100/08-02-019-17W4/0	Gas	Med Hat	Houston	100%
0119265	100/14-02-019-17W4/0	Gas	Med Hat	Houston	100%

0091263	100/16-02-019-17W4/0	Gas	Med Hat	Houston	100%
0261338	100/04-03-019-17W4/0	Gas	Med Hat	Houston	100%
0091080	100/06-03-019-17W4/0	Gas	Med Hat	Houston	100%
0171346	100/08-03-019-17W4/0	Gas	Med Hat	Houston	100%
0171345	100/14-03-019-17W4/0	Gas	Med Hat	Houston	100%
0090992	100/16-03-019-17W4/0	Gas	Med Hat	Houston	100%
0261339	100/03-04-019-17W4/0	Gas	Med Hat	Houston	100%
0261340	100/04-04-019-17W4/0	Gas	Med Hat	Houston	100%
0091659	100/06-04-019-17W4/2	Gas	Judith	Houston	100%
0171361	100/08-04-019-17W4/0	Gas	Med Hat	Houston	100%
0261341	100/12-04-019-17W4/0	Gas	Med Hat	Houston	100%
0171360	100/14-04-019-17W4/0	Gas	Med Hat	Houston	100%
0091638	100/16-04-019-17W4/0	Gas	Med Hat	Houston	100%
0261342	100/02-05-019-17W4/0	Gas	Med Hat	Houston	100%
0338094	100/04-05-019-17W4/0	Gas	Med Hat	Houston	100%
0092596	100/06-05-019-17W4/2	Gas	Judith	Houston	100%
			Milk River-Med		
0171463	100/08-05-019-17W4/0	Suspended Gas	Hat	Houston	100%
0171359	100/14-05-019-17W4/0	Gas	Med Hat	Houston	100%
0083010	100/16-05-019-17W4/0	Gas	Med Hat	Houston	100%
0261343	100/03-08-019-17W4/0	Gas	Med Hat	Houston	100%
0050459	100/06-08-019-17W4/2	Gas	Judith	Houston	100%
0091656	102/06-08-019-17W4/0	Gas	Med Hat	Houston	100%
0171358	100/08-08-019-17W4/0	Gas	Med Hat	Houston	100%
0171459	100/14-08-019-17W4/0	Gas	Med Hat	Houston	100%
			Colorado-Belly		
0253658	100/15-08-019-17W4/3	Gas	River	Houston	100%
0091658	100/16-08-019-17W4/0	Gas	Med Hat	Houston	100%
0261344	100/02-09-019-17W4/0	Gas	Med Hat	Houston	100%
0261345	100/04-09-019-17W4/0	Gas	Med Hat	Houston	100%
0092595	100/06-09-019-17W4/0	Gas	Med Hat	Houston	100%
0171465	100/08-09-019-17W4/0	Gas	Med Hat	Houston	100%
0261323	100/12-09-019-17W4/0	Gas	Med Hat	Houston	100%
0171535	100/14-09-019-17W4/0	Gas	Med Hat	Houston	100%
0083011	100/16-09-019-17W4/0	Gas	Med Hat	Houston	100%
0091081	100/06-10-019-17W4/0	Gas	Med Hat	Houston	100%
0171536	100/08-10-019-17W4/0	Gas	Med Hat	Houston	100%
0171373	100/14-10-019-17W4/0	Gas	Med Hat	Houston	100%
0090993	100/16-10-019-17W4/0	Gas	Med Hat	Houston	100%
			Med Hat,Milk		
0091259	102/06-11-019-17W4/0	Gas	River	Houston	100%
0119261	100/08-11-019-17W4/0	Gas	Med Hat	Houston	100%
0171900	100/14-11-019-17W4/0	Gas	Med Hat	Houston	100%
0315064	100/15-11-019-17W4/0	Gas	Med Hat	Houston	100%
0091258	100/16-11-019-17W4/0	Gas	Med Hat	Houston	100%
0338138	100/04-12-019-17W4/0	Gas	Med Hat	Houston	100%
0092525	102/06-12-019-17W4/0	Gas	Med Hat	Houston	100%
0119480	100/08-12-019-17W4/0	Gas	Med Hat	Houston	100%
0338112	100/12-12-019-17W4/0	Gas	Med Hat	Houston	100%
0119268	100/14-12-019-17W4/0	Gas	Med Hat	Houston	100%
0083564	100/16-12-019-17W4/0	Gas	Med Hat	Houston	100%



## Pipelines

License Num	Seg ID #	Substance Name	From Location	To Location	Length (km)	Status
A19705	1	Natural Gas	06-30-018-16W4	05-30-018-16W4	0.14	Operating
A19705	2	Natural Gas	16-09-018-16W4	15-09-018-16W4	0.19	Operating
A19705	4	Natural Gas	16-11-018-16W4	14-11-018-16W4	0.8	Operating
A19705	6	Natural Gas	06-11-018-16W4	15-11-018-16W4	0.93	Operating
A19705	7	Natural Gas	14-11-018-16W4	14-10-018-16W4	1.6	Operating
A19705	10	Natural Gas	06-10-018-16W4	15-10-018-16W4	0.8	Operating
A19705	12	Natural Gas	16-15-018-16W4	14-10-018-16W4	2	Operating
A19705	14	Natural Gas	14-10-018-16W4	15-09-018-16W4	1.3	Operating
A19705	15	Natural Gas	15-09-018-16W4	10-17-018-16W4	2.1	Operating
A19705	17	Natural Gas	06-16-018-16W4	04-16-018-16W4	0.6	Operating
A19705	19	Natural Gas	15-16-018-16W4	16-17-018-16W4	1.2	Operating
A19705	21	Natural Gas	16-17-018-16W4	16-17-018-16W4	0.1	Operating
A19705	22	Natural Gas	16-17-018-16W4	10-17-018-16W4	0.8	Operating
A19705	24	Natural Gas	06-17-018-16W4	10-17-018-16W4	0.4	Operating
A19705	25	Natural Gas	10-17-018-16W4	06-30-018-16W4	4.3	Operating
A19705	27	Natural Gas	06-20-018-16W4	11-17-018-16W4	1.2	Operating
A19705	29	Natural Gas	16-19-018-16W4	15-19-018-16W4	0.8	Operating
A19705	31	Natural Gas	15-21-018-16W4	13-21-018-16W4	0.8	Operating
A19705	33	Natural Gas	12-21-018-16W4	13-21-018-16W4	0.8	Operating
A19705	34	Natural Gas	13-21-018-16W4	16-20-018-16W4	0.2	Operating
A19705	36	Natural Gas	16-20-018-16W4	09-29-018-16W4	1	Operating
A19705	38	Natural Gas	16-29-018-16W4	09-29-018-16W4	0.9	Operating
A19705	39	Natural Gas	09-29-018-16W4	06-29-018-16W4	0.8	Operating
A19705	41	Natural Gas	06-29-018-16W4	06-30-018-16W4	1.6	Operating
A19705	43	Natural Gas	09-30-018-16W4	08-30-018-16W4	0.5	Operating
A19705	46	Natural Gas	05-30-018-16W4	08-25-018-17W4	0.4	Operating
A19705	48	Natural Gas	16-18-018-16W4	06-19-018-16W4	1.1	Operating
A19705	50	Natural Gas	06-18-018-16W4	06-19-018-16W4	1.6	Operating
A19705	52	Natural Gas	06-19-018-16W4	16-24-018-17W4	1.2	Operating
A19705	54	Natural Gas	06-13-018-17W4	16-13-018-17W4	1.3	Operating
A19705	56	Natural Gas	16-13-018-17W4	16-24-018-17W4	1.6	Operating
A19705	58	Natural Gas	06-24-018-17W4	08-24-018-17W4	0.8	Operating

A19705	60	Natural Gas	06-25-018-17W4	08-25-018-17W4	0.9	Operating
A19705	62	Natural Gas	16-25-018-17W4	08-25-018-17W4	0.8	Operating
A19705	63	Natural Gas	08-25-018-17W4	16-24-018-17W4	0.8	Operating
A19705	66	Natural Gas	06-14-018-17W4	16-14-018-17W4	1.2	Operating
A19705	68	Natural Gas	16-14-018-17W4	16-23-018-17W4	1.7	Operating
A19705	70	Natural Gas	06-23-018-17W4	08-23-018-17W4	0.8	Operating
A19705	72	Natural Gas	06-26-018-17W4	08-26-018-17W4	0.9	Operating
A19705	76	Natural Gas	16-26-018-17W4	08-26-018-17W4	0.9	Operating
A19705	77	Natural Gas	08-26-018-17W4	16-23-018-17W4	0.7	Operating
A19705	80	Natural Gas	06-22-018-17W4	16-22-018-17W4	1.2	Operating
A19705	83	Natural Gas	06-27-018-17W4	09-27-018-17W4	0.8	Operating
A19705	85	Natural Gas	16-27-018-17W4	09-27-018-17W4	0.5	Operating
A19705	86	Natural Gas	09-27-018-17W4	16-23-018-17W4	2.7	Operating
A19705	89	Natural Gas	16-23-018-17W4	16-24-018-17W4	1.6	Operating
A19705	91	Natural Gas	16-08-019-17W4	08-08-019-17W4	1	Operating
A19705	92	Natural Gas	08-08-019-17W4	09-31-018-17W4	2.8	Operating
A19705	93	Natural Gas	09-31-018-17W4	08-23-018-17W4	1.7	Operating
A19705	97	Natural Gas	06-08-019-17W4	08-08-019-17W4	0.8	Operating
A19705	100	Natural Gas	06-05-019-17W4	08-05-019-17W4	0.5	Operating
A19705	102	Natural Gas	16-31-018-17W4	06-32-018-17W4	1.6	Operating
A19705	109	Natural Gas	16-09-019-17W4	08-09-019-17W4	0.5	Operating
A19705	110	Natural Gas	08-09-019-17W4	16-32-018-17W4	2.6	Operating
A19705	111	Natural Gas	16-32-018-17W4	08-32-018-17W4	0.8	Operating
A19705	113	Natural Gas	06-09-019-17W4	08-09-019-17W4	0.6	Operating
A19705	116	Natural Gas	06-04-019-17W4	08-04-019-17W4	0.7	Operating
A19705	118	Natural Gas	08-32-018-17W4	08-33-018-17W4	1.7	Operating
A19705	121	Natural Gas	16-10-019-17W4	08-10-019-17W4	0.8	Operating
A19705	122	Natural Gas	08-10-019-17W4	16-33-018-17W4	2.5	Operating
A19705	123	Natural Gas	16-33-018-17W4	08-33-018-17W4	0.9	Operating
A19705	125	Natural Gas	06-10-019-17W4	08-10-019-17W4	0.8	Operating
A19705	128	Natural Gas	06-03-019-17W4	08-03-019-17W4	0.6	Operating
A19705	130	Natural Gas	08-33-018-17W4	08-36-018-17W4	4.9	Operating
A19705	132	Natural Gas	16-11-019-17W4	08-11-019-17W4	0.8	Operating
A19705	133	Natural Gas	08-11-019-17W4	16-34-018-17W4	2.5	Operating
A19705	134	Natural Gas	16-34-018-17W4	08-34-018-17W4	0.9	Operating
A19705	136	Natural Gas	06-11-019-17W4	08-11-019-17W4	0.9	Operating
A19705	139	Natural Gas	06-02-019-17W4	08-02-019-17W4	0.6	Operating
A19705	142	Natural Gas	06-34-018-17W4	08-34-018-17W4	0.8	Operating
A19705	143	Natural Gas	08-34-018-17W4	08-36-018-17W4	3.3	Operating
A19705	146	Natural Gas	16-12-019-17W4	08-12-019-17W4	0.5	Operating
A19705	147	Natural Gas	08-12-019-17W4	16-35-018-17W4	2.5	Operating

A19705	148	Natural Gas	16-35-018-17W4	08-35-018-17W4	0.8	Operating
A19705	150	Natural Gas	06-12-019-17W4	08-12-019-17W4	0.5	Operating
A19705	153	Natural Gas	06-01-019-17W4	08-01-019-17W4	0.5	Operating
A19705	154	Natural Gas	16-35-018-17W4	16-35-018-17W4	0.03	Operating
A19705	157	Natural Gas	16-36-018-17W4	08-36-018-17W4	0.5	Operating
A19705	158	Natural Gas	08-36-018-17W4	08-25-018-17W4	1.6	Operating
A19705	159	Natural Gas	08-25-018-17W4	16-24-018-17W4	0.8	Operating
A19705	160	Natural Gas	16-24-018-17W4	04-12-018-17W4	5.1	Operating
A19705	161	Natural Gas	04-10-018-16W4	12-10-018-16W4	0.79	Operating
A19705	162	Natural Gas	12-10-018-16W4	14-10-018-16W4	0.36	Operating
A19705	163	Natural Gas	02-15-018-16W4	14-10-018-16W4	1.02	Operating
A19705	164	Natural Gas	02-16-018-16W4	04-16-018-16W4	0.63	Operating
A19705	165	Natural Gas	02-29-018-16W4	10-29-018-16W4	0.48	Operating
A19705	166	Natural Gas	04-29-018-16W4	06-29-018-16W4	0.58	Operating
A19705	167	Natural Gas	02-13-018-17W4	08-14-018-17W4	1.01	Operating
A19705	168	Natural Gas	05-14-018-17W4	02-14-018-17W4	0.67	Operating
A19705	169	Natural Gas	02-14-018-17W4	08-14-018-17W4	0.59	Operating
A19705	170	Natural Gas	12-36-018-17W4	06-36-018-17W4	0.47	Operating
A19705	171	Natural Gas	01-01-019-17W4	16-35-018-17W4	0.52	Operating
A19705	172	Natural Gas	12-01-019-17W4	16-02-019-17W4	0.63	Operating
A19705	173	Natural Gas	05-02-019-17W4	16-33-018-17W4	1.02	Operating
A19705	174	Natural Gas	02-10-018-16W4	08-10-018-16W4	0.51	Operating
A19705	175	Natural Gas	10-10-018-16W4	14-10-018-16W4	0.56	Operating
A19705	176	Natural Gas	12-16-018-16W4	08-17-018-16W4	0.51	Operating
A19705	177	Natural Gas	02-17-018-16W4	08-17-018-16W4	0.53	Operating
A19705	178	Natural Gas	02-19-018-16W4	02-19-018-16W4	0.1	Operating
A19705	179	Natural Gas	12-20-018-16W4	06-20-018-16W4	0.54	Operating
A19705	180	Natural Gas	12-29-018-16W4	06-29-018-16W4	0.5	Operating
A19705	181	Natural Gas	12-13-018-17W4	06-13-018-17W4	0.3	Operating
A19705	182	Natural Gas	12-22-018-17W4	16-22-018-17W4	0.5	Operating
A19705	183	Natural Gas	12-25-018-17W4	06-25-018-17W4	0.46	Operating
A19705	184	Natural Gas	02-11-018-16W4	06-11-018-16W4	0.6	Operating
A19705	185	Natural Gas	10-11-018-16W4	14-11-018-16W4	0.67	Operating
A19705	186	Natural Gas	12-11-018-16W4	16-10-018-16W4	0.55	Operating
A19705	187	Natural Gas	10-16-018-16W4	06-16-018-16W4	0.51	Operating
A19705	188	Natural Gas	04-20-018-16W4	04-20-018-16W4	0.29	Operating
A19705	189	Natural Gas	10-20-018-16W4	06-20-018-16W4	0.56	Operating
A19705	190	Natural Gas	10-29-018-16W4	06-29-018-16W4	0.67	Operating
A19705	191	Natural Gas	02-30-018-16W4	06-30-018-16W4	0.61	Operating
A19705	192	Natural Gas	14-30-018-16W4	14-30-018-16W4	0.43	Operating
A19705	193	Natural Gas	16-30-018-16W4	09-30-018-16W4	0.44	Operating

A19705	194	Natural Gas	03-13-018-17W4	08-14-018-17W4	0.55	Operating
A19705	195	Natural Gas	14-23-018-17W4	10-23-018-17W4	0.57	Operating
A19705	196	Natural Gas	14-24-018-17W4	10-24-018-17W4	0.61	Operating
A19705	197	Natural Gas	12-27-018-17W4	08-28-018-17W4	0.71	Operating
A19705	198	Natural Gas	04-28-018-17W4	06-28-018-17W4	0.45	Operating
A19705	199	Natural Gas	02-36-018-17W4	16-25-018-17W4	0.56	Operating
A19705	200	Natural Gas	15-11-019-17W4	16-11-019-17W4	0.57	Operating
A19705	201	Natural Gas	12-12-019-17W4	06-12-019-17W4	0.58	Operating
A19705	202	Natural Gas	10-36-018-17W4	08-36-018-17W4	0.5	Operating
A19705	203	Natural Gas	10-34-018-17W4	06-34-018-17W4	0.63	Operating
A19705	204	Natural Gas	11-34-018-17W4	06-34-018-17W4	0.55	Operating
A19705	205	Natural Gas	09-17-018-16W4	09-17-018-16W4	0.17	Operating
A19705	206	Natural Gas	12-32-018-17W4	06-32-018-17W4	0.6	Operating
A19705	207	Natural Gas	02-32-018-17W4	08-32-018-17W4	0.45	Operating
A19705	208	Natural Gas	04-12-019-17W4	16-02-019-17W4	0.61	Operating
A19705	209	Natural Gas	12-28-018-17W4	06-28-018-17W4	0.54	Operating
A19705	210	Natural Gas	09-14-018-17W4	08-14-018-17W4	0.68	Operating
A19705	211	Natural Gas	04-30-018-16W4	01-25-018-17W4	0.63	Operating
A19705	212	Natural Gas	01-27-018-17W4	01-27-018-17W4	0.3	Operating
A19705	213	Natural Gas	04-36-018-17W4	16-26-018-17W4	0.59	Operating
A19705	214	Natural Gas	04-12-018-17W4	13-36-017-17W4	2	Abandoned
A21955	1	Natural Gas	08-15-018-16W4	09-15-018-16W4	0.4	Operating
A21955	2	Natural Gas	08-16-018-16W4	06-16-018-16W4	0.8	Operating
A21955	3	Natural Gas	08-17-018-16W4	10-17-018-16W4	1.1	Operating
A21955	5	Natural Gas	08-20-018-16W4	16-17-018-16W4	0.8	Operating
A21955	6	Natural Gas	14-20-018-16W4	06-20-018-16W4	0.8	Operating
A21955	7	Natural Gas	06-21-018-16W4	14-16-018-16W4	0.8	Operating
A21955	8	Natural Gas	08-21-018-16W4	06-21-018-16W4	0.8	Operating
A21955	10	Natural Gas	08-10-018-16W4	16-10-018-16W4	0.8	Operating
A21955	11	Natural Gas	08-11-018-16W4	16-11-018-16W4	0.8	Operating
A21955	12	Natural Gas	08-18-018-16W4	16-18-018-16W4	0.8	Operating
A26216	4	Natural Gas	14-15-018-16W4	15-16-018-16W4	1.34	Operating
A26216	5	Natural Gas	14-16-018-16W4	14-16-018-16W4	0.05	Operating
A26216	6	Natural Gas	14-19-018-16W4	14-19-018-16W4	0.05	Operating
A26216	9	Natural Gas	13-15-018-16W4	13-15-018-16W4	0.69	Operating
A26216	10	Natural Gas	10-19-018-16W4	10-19-018-16W4	0.59	Operating
A26216	11	Natural Gas	16-21-018-16W4	15-21-018-16W4	0.65	Operating
A28021	1	Natural Gas	14-08-019-17W4	06-08-019-17W4	0.56	Operating
A28021	2	Natural Gas	08-08-019-17W4	08-08-019-17W4	0.13	Operating
A28021	3	Natural Gas	14-05-019-17W4	16-05-019-17W4	0.42	Operating
A28021	4	Natural Gas	08-05-019-17W4	08-05-019-17W4	0.08	Operating

A28021	5	Natural Gas	14-09-019-17W4	16-09-019-17W4	0.52	Operating
A28021	6	Natural Gas	08-09-019-17W4	08-09-019-17W4	0.1	Operating
A28021	7	Natural Gas	14-04-019-17W4	09-04-019-17W4	0.71	Operating
A28021	8	Natural Gas	08-04-019-17W4	08-04-019-17W4	0.06	Operating
A28021	9	Natural Gas	14-10-019-17W4	16-10-019-17W4	0.81	Operating
A28021	10	Natural Gas	08-10-019-17W4	08-10-019-17W4	0.27	Operating
A28021	11	Natural Gas	14-03-019-17W4	09-03-019-17W4	0.72	Operating
A28021	12	Natural Gas	08-03-019-17W4	08-03-019-17W4	0.07	Operating
A28021	13	Natural Gas	14-11-019-17W4	06-11-019-17W4	0.47	Operating
A28021	14	Natural Gas	14-32-018-17W4	16-32-018-17W4	0.76	Operating
A28021	15	Natural Gas	08-32-018-17W4	08-32-018-17W4	0.23	Operating
A28021	16	Natural Gas	14-33-018-17W4	06-33-018-17W4	0.56	Operating
A28021	17	Natural Gas	08-33-018-17W4	08-33-018-17W4	0.06	Operating
A28021	18	Natural Gas	14-13-018-17W4	10-13-018-17W4	0.33	Operating
A28021	19	Natural Gas	08-13-018-17W4	10-13-018-17W4	0.45	Operating
A28021	20	Natural Gas	08-05-019-17W4	08-32-018-17W4	2.25	Operating
A28021	21	Natural Gas	08-32-018-17W4	14-28-018-17W4	1.24	Operating
A28021	22	Natural Gas	14-28-018-17W4	08-28-018-17W4	1.24	Operating
A28021	23	Natural Gas	08-28-018-17W4	16-22-018-17W4	1.81	Operating
A28021	24	Natural Gas	16-22-018-17W4	12-23-018-17W4	0.63	Operating
A28021	25	Natural Gas	12-23-018-17W4	10-23-018-17W4	0.7	Operating
A28021	26	Natural Gas	10-23-018-17W4	12-24-018-17W4	0.87	Operating
A28021	27	Natural Gas	12-24-018-17W4	10-24-018-17W4	0.86	Operating
A28021	28	Natural Gas	02-24-018-17W4	10-24-018-17W4	0.78	Operating
A28021	29	Natural Gas	10-24-018-17W4	16-24-018-17W4	0.68	Operating
A28021	30	Natural Gas	08-28-018-17W4	14-28-018-17W4	1.24	Operating
A28021	31	Natural Gas	06-28-018-17W4	14-28-018-17W4	0.74	Operating
A28021	32	Natural Gas	14-28-018-17W4	08-32-018-17W4	1.24	Operating
A28021	33	Natural Gas	10-25-018-17W4	08-25-018-17W4	0.61	Operating
A28021	34	Natural Gas	02-25-018-17W4	16-24-018-17W4	0.78	Operating
A28021	35	Natural Gas	04-34-018-17W4	05-34-018-17W4	0.64	Operating
A28021	36	Natural Gas	04-26-018-17W4	16-22-018-17W4	0.8	Operating
A28021	37	Natural Gas	05-23-018-17W4	12-23-018-17W4	0.71	Operating
A28021	38	Natural Gas	08-14-018-17W4	16-14-018-17W4	1.13	Operating
A28021	39	Natural Gas	04-19-018-16W4	06-19-018-16W4	0.54	Operating
A28021	40	Natural Gas	12-18-018-16W4	16-13-018-17W4	0.63	Operating
A28021	41	Natural Gas	07-18-018-16W4	05-17-018-16W4	0.77	Operating
A28021	42	Natural Gas	05-17-018-16W4	14-17-018-16W4	1.07	Operating
A28021	43	Natural Gas	05-15-018-16W4	13-15-018-16W4	1.17	Operating
A28021	44	Natural Gas	05-11-018-16W4	08-10-018-16W4	0.77	Operating
A28021	45	Natural Gas	03-08-019-17W4	14-05-019-17W4	0.5	Operating

A28021	46	Natural Gas	12-09-019-17W4	04-09-019-17W4	0.75	Operating
A28021	47	Natural Gas	02-09-019-17W4	04-09-019-17W4	0.77	Operating
A28021	48	Natural Gas	04-09-019-17W4	12-04-019-17W4	0.79	Operating
A28021	49	Natural Gas	12-04-019-17W4	05-04-019-17W4	0.72	Operating
A28021	50	Natural Gas	03-04-019-17W4	04-04-019-17W4	0.54	Operating
A28021	51	Natural Gas	04-04-019-17W4	04-04-019-17W4	0.13	Operating
A28021	52	Natural Gas	04-03-019-17W4	16-32-018-17W4	0.97	Operating
A28021	53	Natural Gas	02-05-019-17W4	02-05-019-17W4	0.18	Operating
A28021	54	Natural Gas	05-33-018-17W4	08-32-018-17W4	0.27	Operating
A28021	55	Natural Gas	15-08-019-17W4	14-08-019-17W4	0.25	Operating
A28021	56	Natural Gas	02-33-018-17W4	08-33-018-17W4	0.43	Operating
A28021	58	Natural Gas	04-05-019-17W4	06-05-019-17W4	0.65	Operating
A56031	1	Natural Gas	08-29-018-16W4	09-29-018-16W4	0.2	Operating
A56031	2	Natural Gas	14-25-018-17W4	16-25-018-17W4	0.8	Operating
A56031	3	Natural Gas	14-26-018-17W4	16-26-018-17W4	0.8	Operating
A56031	4	Natural Gas	14-27-018-17W4	16-27-018-17W4	0.8	Operating
A56031	5	Natural Gas	14-34-018-17W4	16-34-018-17W4	0.8	Operating
A56031	6	Natural Gas	14-35-018-17W4	16-35-018-17W4	0.8	Operating
A56031	7	Natural Gas	14-36-018-17W4	16-35-018-17W4	0.8	Operating
A56031	8	Natural Gas	08-36-018-17W4	07-36-018-17W4	0.32	Operating
A56031	9	Natural Gas	08-01-019-17W4	07-01-019-17W4	0.32	Operating
A56031	10	Natural Gas	14-01-019-17W4	16-01-019-17W4	0.8	Operating
A56031	11	Natural Gas	08-02-019-17W4	08-02-019-17W4	0.42	Operating
A56031	12	Natural Gas	14-02-019-17W4	16-02-019-17W4	0.8	Operating
A56031	13	Natural Gas	14-12-019-17W4	16-12-019-17W4	0.8	Operating
A56033	1	Natural Gas	14-14-018-17W4	10-14-018-17W4	0.32	Operating
A56033	2	Natural Gas	08-22-018-17W4	10-22-018-17W4	0.45	Operating
A56033	3	Natural Gas	14-22-018-17W4	10-22-018-17W4	0.34	Operating
A56033	4	Natural Gas	14-29-018-16W4	16-29-018-16W4	0.71	Operating
A56033	5	Natural Gas	14-30-018-16W4	16-30-018-16W4	0.57	Operating
A56033	6	Natural Gas	02-23-018-17W4	06-23-018-17W4	0.41	Operating
A56033	7	Natural Gas	04-24-018-17W4	06-24-018-17W4	0.55	Operating
A56033	8	Natural Gas	10-28-018-17W4	06-33-018-17W4	1.37	Operating
A58237	1	Natural Gas	08-19-019-17W4	16-08-019-17W4	2.85	Operating

**Facilities**

<i>Govt Code</i>	<i>License Number</i>	<i>Type</i>	<i>Facility Name</i>	<i>Location</i>	<i>Operational Status</i>
ABCS0002402	F2402	Compressor station	HOUSTON 08-32-018-17W4	08-32-018-17W4	Active
ABCS0002400	F2400	Compressor station	HOUSTON 16-24-018-17W4	16-24-018-17W4	Active

THE FOLLOWING COMPRISES SCHEDULE “C” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED **SEPTEMBER 28, 2020** BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND ROAD 53 RESOURCES INC.

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**Preferential Purchase Rights**

NONE.



THE FOLLOWING COMPRISES SCHEDULE “D” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED **SEPTEMBER 28, 2020** BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND ROAD 53 RESOURCES INC.

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**THIS GENERAL CONVEYANCE** made as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

**BETWEEN:**

**BDO CANADA LIMITED IN ITS CAPACITY AS  
RECEIVER AND MANAGER OF HOUSTON OIL & GAS  
LTD. AND NOT IN ITS PERSONAL OR CORPORATE  
CAPACITY**

(collectively, the “**Vendor**”)

- and -

**ROAD 53 RESOURCES INC.** (the “**Purchaser**”)

**WHEREAS** Vendor wishes to sell, and Purchaser wishes to purchase, the Assets subject to and in accordance with the terms and conditions contained herein;

**NOW THEREFORE** for the consideration provided in the Purchase Agreement and in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the Parties covenant and agree as follows:

**1. Definitions**

In this General Conveyance, including the recitals hereto, the definitions set forth in the Purchase Agreement are adopted herein by reference and, in addition:

“**Purchase Agreement**” means that Purchase and Sale Agreement dated September 28, 2020 between **BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY** and **ROAD 53 RESOURCES INC.**

**2. Conveyance**

Pursuant to and for the consideration provided for in the Purchase Agreement, Vendor hereby sells, assigns, transfers, conveys and sets over to Purchaser the entire right, title, estate and interest of Houston in and to the Assets, to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom.

### **3. Subordinate Document**

This General Conveyance is executed and delivered by the Parties pursuant to the Purchase Agreement and the provisions of the Purchase Agreement shall prevail in the event of a conflict between the provisions of the Purchase Agreement and the provisions of this General Conveyance.

### **4. No Merger**

The covenants, representations, warranties and indemnities contained in the Purchase Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall be no merger of any covenant, representation, warranty or indemnity contained in the Purchase Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.

### **5. Governing Law**

This General Conveyance shall be subject to and interpreted, construed and enforced in accordance with 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.

### **6. Enurement**

This General Conveyance shall be binding upon and shall enure to the benefit of each of the Parties and their respective administrators, trustees, receivers, successors and assigns.

### **7. Further Assurances**

Each Party will, from time to time and at all times hereafter, at the request of the other Party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

### **8. Counterpart Execution**

This Agreement may be executed in counterpart and by facsimile or other electronic means and all such executed counterparts together shall constitute one and the same agreement.

**IN WITNESS WHEREOF** the Parties have executed this General Conveyance on the date first above written.

**BDO CANADA LIMITED IN ITS  
CAPACITY AS RECEIVER AND  
MANAGER OF HOUSTON OIL & GAS  
LTD. AND NOT IN ITS PERSONAL OR  
CORPORATE CAPACITY**

Per:

\_\_\_\_\_  
Name:  
Title:

**ROAD 53 RESOURCES INC.**

Per:

\_\_\_\_\_  
Name: Daniel Jalbert  
Title: President

THE FOLLOWING COMPRISES SCHEDULE “E” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED September 28, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND ROAD 53 RESOURCES INC.

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**[VENDOR’S][PURCHASER’S] OFFICER’S CERTIFICATE**

**TO:** [Name of Vendor/Purchaser] [(the “Vendor”)] [(the “Purchaser”)]

**RE:** Purchase and Sale Agreement dated \_\_\_\_\_, 2020 between Vendor and Purchaser (the “Agreement”)

Unless otherwise defined herein, the definitions provided for in the Agreement are adopted in this certificate (the “Certificate”).

I, [Name], [Position] of [Name of Vendor/Purchaser] [(the “Vendor”)] [(the “Purchaser”)] hereby certify that as of the date of this Certificate:

1. Each of the covenants, representations and warranties of the [Vendor][Purchaser] contained in Article 4 of the Agreement were true and correct in all material respects when made and remain true and correct in all material respects up to the Effective Time.
2. All obligations of [Vendor] [Purchaser] contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.
3. This Certificate is made for and on behalf of the [Vendor] [Purchaser] and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.
4. This Certificate is made with full knowledge that the [Vendor] [Purchaser] is relying on the same for the Closing of the Transaction.

IN WITNESS WHEREOF I have executed this Certificate this \_\_\_ day of \_\_\_\_\_, 2020.

**[Name of Vendor/Purchaser]**

Per: \_\_\_\_\_  
Name:  
Title:

THE FOLLOWING COMPRISES SCHEDULE “F” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED September 28, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND ROAD 53 RESOURCES INC.

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**VESTING ORDER**

COURT FILE NUMBER 1901-14615  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF ORPHAN WELL ASSOCIATION  
DEFENDANT HOUSTON OIL AND GAS LTD.  
DOCUMENT **APPROVAL AND VESTING ORDER  
(Sale by Receiver)**

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Borden Ladner Gervais LLP**  
1900, 520 – 3<sup>rd</sup> Avenue S.W.  
Calgary, AB T2P 0R3

**Attention: Jack R. Maslen**  
Telephone: (403) 232-9790  
Email: jmaslen@blg.com

**DATE ON WHICH ORDER WAS PRONOUNCED: October 8, 2020**

**LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice Shelley**

**UPON THE APPLICATION** by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertakings, property and assets of Houston Oil and Gas Ltd. (the “**Debtor**”) for an order (i) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and Road 53 Resources Inc. (the “**Purchaser**”) dated September 28, 2020, a redacted copy of which is appended as an Appendix to the Supplement to the Second Report of the Receiver dated September 30, 2020 (the “**Supplement to the Second Report**”) and an unredacted copy of which is appended as a Confidential Appendix to the Supplement to Second Report, and (ii) vesting in the Purchaser (or its nominee) the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”);

**AND UPON HAVING READ** the Receivership Orders dated October 29, 2019 and June 30, 2020 (together, the “**Receivership Order**”), the Supplement to the Second Report, the Confidential Appendices to the Supplement to the Second Report, the Second Report of the Receiver dated August 24, 2020 (the “**Second Report**”), the Confidential Supplement to the Second Report dated August 24, 2020 (the “**Confidential Supplement**”), the Affidavit of Service, and such additional pleadings and proceedings had and taken in this action; **AND UPON HEARING** the submissions from counsel for the Receiver and counsel for any other interested parties appearing at the hearing of this application, which occurred via WebEx Video Conference, having regard to the Court’s procedures for the COVID-19 pandemic;

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

**SERVICE**

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

**APPROVAL OF TRANSACTION**

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

**VESTING OF PROPERTY**

3. Subject only to approval by the Alberta Energy Regulator (“**Energy Regulator**”) of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta) upon delivery of a Receiver’s certificate to the Purchaser (or its nominee) substantially in the

form set out in **Schedule “A”** hereto (the “**Receiver's Closing Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets listed in **Schedule “B”** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders’ Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule “C”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule “D”** (collectively, “**Permitted Encumbrances**”))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver’s Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Receiver’s Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without



limiting the foregoing discharge and expunge the Encumbrances listed in Schedule “C” to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;

- (a) Alberta Energy (“**Energy Ministry**”) shall and is hereby authorized, requested and directed to forthwith:
    - (i) cancel and discharge those Claims including builders’ liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and
    - (ii) transfer all Crown leases listed in **Schedule “E”** to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;
  - (b) the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against

any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement, other than any required approval by the Energy Regulator referenced in paragraph 3 above.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay

any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

9. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
11. Upon completion of the Transaction, all monetary defaults:
  - (c) through to and including the Effective Date under the Sale Agreement, in respect of all linear municipal taxes owing to Newall County and relating to the Purchased Assets;
  - (d) through to and including the Appointment Date, in respect of all non-linear municipal taxes owing to Newall County and relating to the Purchased Assets;shall in each case be deemed fully satisfied as between the Purchaser and the counterparty thereto.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.

13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

#### **MISCELLANEOUS MATTERS**

15. Notwithstanding:
  - (a) the pendency of these proceedings and any declaration of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of the Debtor; and
  - (d) the provisions of any federal or provincial statute:

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

16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
18. Service of this Order shall be deemed good and sufficient by:
  - (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Purchaser or the Purchaser's solicitors; and
  - (b) Posting a copy of this Order on the Receiver's website at:  
<https://relieffromdebt.ca/houston-oil-gas-ltd/>and service on any other person is hereby dispensed with.
19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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Justice of the Court of Queen's Bench of Alberta

**Schedule “A”****Form of Receiver’s Certificate**

COURT FILE NUMBER	1901-14615	Clerk's Stamp
COURT	COURT OF QUEEN’S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	ORPHAN WELL ASSOCIATION	
DEFENDANT	HOUSTON OIL AND GAS LTD.	
DOCUMENT	<b>RECEIVER’S CERTIFICATE</b>	

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<b>Borden Ladner Gervais LLP</b> 1900, 520 – 3 <sup>rd</sup> Avenue S.W. Calgary, AB T2P 0R3
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**Attention: Jack R. Maslen**  
Telephone: (403) 232-9790  
Email: [JMaslen@blg.com](mailto:JMaslen@blg.com)

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice K. Eidsvik of the Court of Queen’s Bench of Alberta, Judicial District of Calgary (the “**Court**”) dated October 29, 2019, Hardie & Kelly Inc. (as now substituted with BDO Canada Limited pursuant to an Order of the Court dated June 30, 2020) was appointed as the receiver (the “**Receiver**”) of the undertakings, property and assets of Houston Oil and Gas Ltd. (the “**Debtor**”).
- B. Pursuant to an Order of the Court dated October 8, 2020, the Court approved the agreement of purchase and sale made as of September 28, 2020 (the “**Sale Agreement**”) between the Receiver and Road 53 Resources Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the

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

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

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

**BDO CANADA LIMITED, in its capacity as Receiver of the undertakings, property and assets of Houston Oil and Gas Ltd., and not in its personal capacity.**

Per; \_\_\_\_\_

**Name: Marc Kelly**

**Title: Senior Vice President**



**SCHEDULE “B”****Purchased Assets**

The Purchased Assets consist of the Assets (as defined in the Sale Agreement, and each subsequent capitalized term herein having the respective meaning as defined therein), including, without limitation, the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests as described in the attachments to this Schedule “B”, but specifically excluding the Excluded Assets.

**Lands and Petroleum and Natural Gas Rights**

**Turin Area**

<b>Title Document</b>	<b>Lands and Petroleum and Natural Gas Rights</b>	<b>Vendor's Working Interest</b>	<b>Encumbrances</b>
Alberta Crown PNG Lease No. 0409070005 (004)	Twp 11 Rge 19 W4M: Lsds 15 & 16 of Sec. 9  (PNG below Top of Mannville to Base of Mannville)	35%.	Crown Royalty

**Leckie Area**

See the attached 112 pages entitled "HOUSTON OIL & GAS LTD. Mineral Schedule "A"  
Report dated Jan 10, 2020"

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00226 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NE 10 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/10-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00227 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NW 10 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00228 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 10 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00229 A	LSE TYPE: FH PNG LEA: LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M01324 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 20.0% (MIN \$7.10/E3M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/10-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M01325 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 20.0% (MIN \$7.10/E3M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01326 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SE 10 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 20.0% (MIN \$7.10/E3M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01327 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SW 10 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 20.0% (MIN \$7.10/E3M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-10-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00230 A	LSE TYPE: FH PNG LEA! TWP 018 RGE 16 W4M NE 11 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00264 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NW 11		CUR INT: WI	NONCONV LOR		100/12-11-018-16-W4/00

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL  100/14-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00265 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SE 11 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00266 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SW 11 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/05-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01328 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 11 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 20.0% (MIN \$7.10/E3M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01329 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NW 11 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 20.0% (MIN \$7.10/E3M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01330 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M SE 11 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01331 A	LSE TYPE: FH NG LEAS	TWP 18 RGE 16 W4M SW 11	CUR INT: WI	NONCONV LOR		100/05-11-018-16-W4/00

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL  100/06-11-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00263 A	LSE TYPE: FH PNG LEA: LSE DATE: 1990 Jan 15 EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG FROM TOP MILK_RIVER TO BASE MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/13-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00267 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL



**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00268 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SE 15 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00269 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SW 15 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/05-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/06-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01332 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NE 15 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01333 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NW 15 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/13-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01334 A	LSE TYPE: FH PNG LEA! TWP 18 RGE 16 W4M SE 15 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01335 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SW 15 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/05-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/06-15-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00270 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NE 16 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	PDBY HOUSTON OI 100.0%  NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/15-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00271 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SE 16 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00272 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SW 16 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0%		100/04-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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				COUNT ACREAGE: Y BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00354 A	LSE TYPE: FH NG LEAS LSE DATE: 1990 Jan 15 EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NW 16 NG FROM TOP MILK_RIVER TO BASE MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01336 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 16 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/15-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01337 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000	TWP 18 RGE 16 W4M NW 16 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR		100/12-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01338 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 16 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01339 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 16 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN %7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-16-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00273 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NE 17 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/09-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00274 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NW 17 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00275 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M SE 17 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00276 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0	TWP 18 RGE 16 W4M SW 17 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/05-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-17-018-16-W4/00 FLOWING GAS

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	EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		LIC: HOUSTON OIL
M01340 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NE 17 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c) BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/09-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01341 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NW 17 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c) BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01342 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 17 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c) BASED ON 100.0%		100/02-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-17-018-16-W4/00

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	MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL
M01343 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 17 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/05-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-17-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00277 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NE 18 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00278 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NW 18 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c		100/12-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL



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	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00279 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M SE 18 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/07-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00280 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M SW 18 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01344 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NE 18 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S		100/16-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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	EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01345 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NW 18 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01346 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 18 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/07-18-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01347 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 18 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE		100/06-18-018-16-W4/00 FLOWING GAS

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	EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		LIC: HOUSTON OIL
M00281 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NE 19 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00282 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SE 19 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00283 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M SW 19		CUR INT: WI	NONCONV LOR		100/04-19-018-16-W4/00

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	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL  100/06-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00355 A	LSE TYPE: FH NG LEAS LSE DATE: 1990 Jan 15 EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NW 19 NG FROM TOP MILK_RIVER TO BASE MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/14-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01348 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 19 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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M01349 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NW 19 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/14-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01350 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 19 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01351 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 19 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-19-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00284 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 20 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00285 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NW 20 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00286 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M SE 20 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/07-20-018-16-W4/00 ABD UNKNOWN LIC: CENOVUS ENERGY

**HOUSTON OIL & GAS LTD.**  
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				PDBY HOUSTON OI 100.0%		
M00287 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M SW 20 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01352 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 20 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01353 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000	TWP 18 RGE 16 W4M NW 20 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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				BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01354 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 20 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01355 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 20 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-20-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00288 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M NE 21 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR		100/15-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/15-21-018-16-W4/02 FLOWING GAS LIC: HOUSTON OIL



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	NET ACRES: 160.000 COUNT ACREAGE: Y			ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00289 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M NW 21 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/13-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00290 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M SE 21 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M00291 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M SW 21 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/06-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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	EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01356 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NE 21 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/15-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/15-21-018-16-W4/02 FLOWING GAS LIC: HOUSTON OIL  100/16-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01357 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NW 21 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/13-21-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M00292 A	LSE TYPE: FH NG LEASI TWP 18 RGE 16 W4M NE 29 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c		100/16-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00293 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M SE 29 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00294 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M SW 29 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00356 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M NW 29 LSE DATE: 1990 Jan 15 NG IN MILK_RIVER EFF DATE: 1990 Jan 15		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0%		100/14-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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	EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		
M01358 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M NE 29 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01359 A	LSE TYPE: FH NG LEAS TWP 18 RGE 16 W4M NW 29 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01360 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 29 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S		100/02-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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	EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-29-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01361 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 29 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01467 A	LSE TYPE: FH NG LEAS: TWP 018 RGE 16 W4M SEC 29 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-29-018-16-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-29-018-16-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/10-29-018-16-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/12-29-018-16-W4/00 COM CBM GAS

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						LIC: HOUSTON OIL
M00295 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 30 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/16-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M00296 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M SE 30 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%
M00297 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000	TWP 18 RGE 16 W4M SW 30 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  NONCONV GOR

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				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00357 A	LSE TYPE: FH NG LEAS LSE DATE: 1990 Jan 15 EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NW 30 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/14-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01362 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 16 W4M NE 30 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/16-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01363 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP	TWP 18 RGE 16 W4M NW 30 NG IN MEDICINE_HAT_SD	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  102/14-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL

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				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01364 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SE 30 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01365 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 16 W4M SW 30 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-30-018-16-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00298 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M NE 13 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-13-018-17-W4/02 FLOWING GAS



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		LIC: HOUSTON OIL
M00299 A	LSE TYPE: FH NG LEAS TWP 018 RGE 17 W4M NW 13 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/11-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00300 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SE 13 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/08-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00301 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SW 13 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0%		100/03-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-13-018-17-W4/00

**HOUSTON OIL & GAS LTD.**  
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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL
M01366 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NE 13 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/16-13-018-17-W4/02 FLOWING GAS LIC: HOUSTON OIL
M01367 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NW 13 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/11-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/14-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01368 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M SE 13 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c		100/02-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL

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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01369 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SW 13 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/03-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-13-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00302 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M NE 14 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/09-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00303 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SE 14 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S		100/02-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00304 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M SW 14 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/05-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00358 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M NW 14 LSE DATE: 1990 Jan 15 NG IN MILK_RIVER EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01370 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M NE 14 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE		100/09-14-018-17-W4/00 FLOWING GAS

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		LIC: HOUSTON OIL 100/16-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01371 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M NW 14 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01372 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SE 14 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01373 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SW 14		CUR INT: WI	NONCONV LOR		100/05-14-018-17-W4/00

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL  100/06-14-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00305 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/1000M3 BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00306 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00359 A	LSE TYPE: FH NG LEAS LSE DATE: 1990 Jan 15 EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 22 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-22-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00360 A	LSE TYPE: FH NG LEAS LSE DATE: 1990 Jan 15 EFF DATE: 1990 Jan 15 EXP DATE: 1991 Jan 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SE 22 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01374 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 22 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01375 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 22 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-22-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01376 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SE 22 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01377 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SW 22 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		



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				PDBY HOUSTON OI 100.0%		
M01468 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SEC 22 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-22-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-22-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-22-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-22-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00307 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 23 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00308 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05	TWP 18 RGE 17 W4M NW 23 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c		100/12-23-018-17-W4/00 COM GAS LIC: HOUSTON OIL

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	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/14-23-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00309 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SE 23 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00310 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SW 23 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01378 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M NE 23 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01379 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M NW 23 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-23-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/14-23-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01380 A	LSE TYPE: FH PNG LEA TWP 18 RGE 17 W4M SE 23 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01381 A	LSE TYPE: FH PNG LEA TWP 18 RGE 17 W4M SW 23 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	EXCL CBM		GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01469 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SEC 23 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-23-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/05-23-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/06-23-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-23-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/10-23-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-23-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL

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M00311 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 24 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00312 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 24 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00313 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SE 24 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

**HOUSTON OIL & GAS LTD.**  
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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00314 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SW 24 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/04-24-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01382 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 24 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01383 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 24 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01384 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SE 24 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	PDBY HOUSTON OI 100.0%  NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01385 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SW 24 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/04-24-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01470 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M SEC 24 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-24-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/06-24-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-24-018-17-W4/00

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
						COM    CBM GAS LIC: HOUSTON OIL
						100/10-24-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
						100/12-24-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
						100/14-24-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
						100/16-24-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
M00231 A	LSE TYPE: FH NG LEAS TWP 018 RGE 17 W4M NE 25 LSE DATE: 1981 Aug 28 NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00596 A CAPL 1981 ROFR Applies OPER: HOUSTON OI	
				NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	C00462 A General N/A No ROFR Applies C00596 A CAPL 1981	



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
					ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00232 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M NW 25 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies C00596 A CAPL 1981	100/14-25-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
M00233 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28	TWP 018 RGE 17 W4M SE 25 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0%	CUR INT OPER CONT C00596 A CAPL 1981	100/08-25-018-17-W4/00 COM GAS LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	ROFR Applies OPER: HOUSTON OI  ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies C00596 A CAPL 1981 ROFR Applies	
M00234 A	LSE TYPE: FH NG LEAS TWP 018 RGE 17 W4M SW 25 LSE DATE: 1981 Aug 28 NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  NONCONV GOR SLIDING SCALE	CUR INT OPER CONT C00596 A CAPL 1981 ROFR Applies OPER: HOUSTON OI  ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	No ROFR Applies C00596 A CAPL 1981 ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00247 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M NE 25 LSE DATE: 1981 Aug 28 NG IN MILK_RIVER EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00248 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M NW 25 LSE DATE: 1981 Aug 28 NG IN MILK_RIVER EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-25-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				COUNT ACREAGE: Y BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00249 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SE 25 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/1000 c/i) BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-25-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00250 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SW 25 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c) BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01471 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000	TWP 018 RGE 17 W4M SEC 25 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0%		100/02-25-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/06-25-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		100/10-25-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
						100/12-25-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
						100/16-25-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
M00235 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M NE 26 LSE DATE: 1981 Aug 28 NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies C00596 A CAPL 1981 ROFR Applies	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells	
M00236 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M NW 26 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00596 A CAPL 1981 ROFR Applies OPER: HOUSTON OI	100/14-26-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies		
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	C00462 A General N/A No ROFR Applies C00596 A CAPL 1981 ROFR Applies		
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%			
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%			
M00237 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI	TWP 018 RGE 17 W4M SE 26 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00596 A CAPL 1981 ROFR Applies OPER: HOUSTON OI	100/08-26-018-17-W4/00 COM GAS LIC: HOUSTON OIL	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	C00462 A General N/A No ROFR Applies C00596 A CAPL 1981 ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00238 A	LSE TYPE: FH NG LEAS TWP 018 RGE 17 W4M SW 26 LSE DATE: 1981 Aug 28 NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00596 A CAPL 1981 ROFR Applies OPER: HOUSTON OI	
				NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0%	C00462 A General N/A No ROFR Applies C00596 A	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				PDBY HOUSTON OI 100.0%	CAPL 1981 ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00251 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00252 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-26-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		



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M00253 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SE 26 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-26-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00254 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SW 26 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01472 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SEC 26 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-26-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/06-26-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-26-018-17-W4/00 COM CBM GAS

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						LIC: HOUSTON OIL
M00315 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 27 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00316 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 27 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/14-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00317 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000	TWP 18 RGE 17 W4M SE 27 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL

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	NET ACRES: 160.000 COUNT ACREAGE: Y			ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00318 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SW 27 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01386 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NE 27 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01387 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NW 27 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/14-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL

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	GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01388 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SE 27 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01389 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SW 27 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-27-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01473 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M SEC 27 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/01-27-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR		

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				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00362 A	LSE TYPE: FH PNG LEA: LSE DATE: 1999 Jul 01 EFF DATE: 1999 Jul 01 EXP DATE: 2000 Jun 30 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 647.520 NET ACRES: 647.520 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M 28 PNG TO BASE MEDICINE_HAT EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-28-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/10-28-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01474 A	LSE TYPE: FH NG LEASI LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SEC 28 CBM IN BELLY_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-28-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/04-28-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/06-28-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-28-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00319 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06	TWP 18 RGE 17 W4M NE 30 NG IN MILK_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE		100/16-30-018-17-W4/00 FLOWING GAS

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	EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		LIC: HOUSTON OIL
M01390 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NE 30 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-30-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00320 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M NE 31 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.410 NET ACRES: 157.410 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-31-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M01391 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NE 31		CUR INT: WI	NONCONV LOR		100/16-31-018-17-W4/00

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.410 NET ACRES: 157.410 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD	HOUSTON OI 100.0%	SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL
M00321 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.540 NET ACRES: 157.540 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00322 A	LSE TYPE: FH NG LEASI LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-32-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-32-018-17-W4/02 COM GAS LIC: HOUSTON OIL

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M00361 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SW 32 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-32-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-32-018-17-W4/02 COM GAS LIC: HOUSTON OIL
M01312 A	LSE TYPE: FH NG LEASI TWP 18 RGE 17 W4M SW 32 LSE DATE: 1991 Oct 30 EFF DATE: 1991 Oct 30 EXP DATE: 1993 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 161.750 NET ACRES: 161.750 COUNT ACREAGE: Y	NG IN BELLY_RIVER (EXCLUDES NG FROM OR ASSOCIATED WITH COAL DEPOSITS)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-32-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-32-018-17-W4/02 COM GAS LIC: HOUSTON OIL
M01323 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M NW 32, SE LSE DATE: 1994 Dec 13 EFF DATE: 1994 Dec 13 EXP DATE: 1995 Dec 12 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 317.480 NET ACRES: 317.480 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		



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M01392 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NE 32 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.540 NET ACRES: 157.540 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01393 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M NW 32 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.480 NET ACRES: 157.480 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01394 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SE 32 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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				PDBY HOUSTON OI 100.0%		
M01475 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 475.020 NET ACRES: 475.020 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M N 32, SE NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/02-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  102/14-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M01476 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SW 32 CBM IN BELLY_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/02-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL

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						100/16-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						102/14-32-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00363 A	LSE TYPE: FH NG LEAS LSE DATE: 2002 Apr 01 EFF DATE: 2002 Apr 01 EXP DATE: 2003 Mar 31 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.770 NET ACRES: 157.770 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 33 NG TO BASE MEDICINE_HAT EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00364 A	LSE TYPE: FH NG LEAS LSE DATE: 2002 Apr 01 EFF DATE: 2002 Apr 01 EXP DATE: 2003 Mar 31 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.640 NET ACRES: 157.640 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 33 NG TO BASE MEDICINE_HAT EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00365 A	LSE TYPE: FH NG LEAS LSE DATE: 2002 Apr 01 EFF DATE: 2002 Apr 01 EXP DATE: 2003 Mar 31	TWP 18 RGE 17 W4M SE 33 NG TO BASE MEDICINE_HAT EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00366 A	LSE TYPE: FH NG LEAS LSE DATE: 2002 Apr 01 EFF DATE: 2002 Apr 01 EXP DATE: 2003 Mar 31 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SW 33 NG TO BASE MEDICINE_HAT EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-33-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-33-018-17-W4/02 CASED UNKNOWN LIC: HOUSTON OIL
M01477 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 635.410 NET ACRES: 635.410 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SEC 33 CBM IN BELLY_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-33-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/05-33-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-33-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-33-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-33-018-17-W4/00

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M00323 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.640 NET ACRES: 157.640 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		COM CBM GAS LIC: HOUSTON OIL
M00324 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.770 NET ACRES: 157.770 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-34-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/11-34-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00325 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-34-018-17-W4/00 COM GAS LIC: HOUSTON OIL

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				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00326 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SW 34 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01395 A	LSE TYPE: FH PNG LEA TWP 18 RGE 17 W4M NE 34 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.640 NET ACRES: 157.640 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01396 A	LSE TYPE: FH PNG LEA TWP 18 RGE 17 W4M NW 34 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-34-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/11-34-018-17-W4/00 COM GAS

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: HBP GROSS ACRES: 157.770 NET ACRES: 157.770 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		LIC: HOUSTON OIL
M01397 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SE 34 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-34-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01398 A	LSE TYPE: FH PNG LEA: TWP 18 RGE 17 W4M SW 34 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01478 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M SEC 34 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-34-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/06-34-018-17-W4/00

**HOUSTON OIL & GAS LTD.**  
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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	MNRL INT: 100.0 GROSS ACRES: 635.410 NET ACRES: 635.410 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		COM    CBM GAS LIC: HOUSTON OIL  100/16-34-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL  100/10-34-018-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
M00239 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 158.070 NET ACRES: 158.070 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies C00596 B CAPL 1981 ROFR Applies	100/16-35-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL



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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00240 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.730 NET ACRES: 157.730 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M NW 35 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00596 B CAPL 1981 ROFR Applies OPER: HOUSTON OI	
				NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	C00462 A General N/A No ROFR Applies C00596 B CAPL 1981 ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00241 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0	TWP 018 RGE 17 W4M SE 35 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00596 B CAPL 1981 ROFR Applies OPER: HOUSTON OI	
				NONCONV GOR		

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**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	C00462 A General N/A No ROFR Applies C00596 B CAPL 1981 ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00242 A	LSE TYPE: FH NG LEAS TWP 018 RGE 17 W4M SW 35 LSE DATE: 1981 Aug 28 NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies	
				NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	C00462 A General N/A No ROFR Applies C00596 B CAPL 1981	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	ROFR Applies	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00255 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 158.070 NET ACRES: 158.070 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-35-018-17-W4/00 FLOWING GAS LIC: HOUSTON OIL
M00256 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 157.730 NET ACRES: 157.730 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00257 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SE 35 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00258 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M SW 35 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01479 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 635.800 NET ACRES: 635.800 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M SEC 35 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-35-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-35-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/14-35-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00243 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 158.540 NET ACRES: 158.540 COUNT ACREAGE: Y	TWP 018 RGE 17 W4M NE 36 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies C00596 B CAPL 1981 ROFR Applies	100/10-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00244 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP	TWP 018 RGE 17 W4M NW 36 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 2.0% General N/A	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A	100/12-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL  100/14-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL

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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	GROSS ACRES: 158.340 NET ACRES: 158.340 COUNT ACREAGE: Y			BASED ON 25.0% PDBY HOUSTON OI 100.0%	No ROFR Applies C00596 B CAPL 1981	
				NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0%	ROFR Applies	
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00245 A	LSE TYPE: FH NG LEAS TWP 018 RGE 17 W4M SE 36 LSE DATE: 1981 Aug 28 NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S (MIN 0.0 MAX 10.0 ) GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies	100/02-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL 100/08-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%	C00596 B CAPL 1981 ROFR Applies	
				NONCONV GOR SLIDING SCALE GAS S/S		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00246 A	LSE TYPE: FH NG LEASI TWP 018 RGE 17 W4M SW 36 LSE DATE: 1981 Aug 28 NG IN MEDICINE_HAT_SD EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV GOR ALL 2.0% BASED ON 25.0% PDBY HOUSTON OI 100.0% NONCONV GOR SLIDING SCALE GAS S/S BASED ON 50.0% PDBY HOUSTON OI 100.0% NONCONV GOR GAS 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0% NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0% NONCONV GOR	ROYALTY LINKS C00463 A General N/A No ROFR Applies C00462 A General N/A No ROFR Applies C00596 B CAPL 1981 ROFR Applies	100/04-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL 102/06-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00259 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 158.540 NET ACRES: 158.540 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NE 36 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/10-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00260 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 158.340 NET ACRES: 158.340 COUNT ACREAGE: Y	TWP 18 RGE 17 W4M NW 36 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M00261 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 Aug 28 EFF DATE: 1981 Aug 28 EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP	TWP 18 RGE 17 W4M SE 36 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00262 A	LSE TYPE: FH NG LEAS TWP 18 RGE 17 W4M SW 36 LSE DATE: 1981 Aug 28 NG IN MILK_RIVER EFF DATE: 1981 Aug 28 EXCL CBM EXP DATE: 1988 Aug 27 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL  102/06-36-018-17-W4/00 COM GAS LIC: HOUSTON OIL
M01480 A	LSE TYPE: FH NG LEAS TWP 018 RGE 17 W4M SEC 36 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 636.880 NET ACRES: 636.880 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-36-018-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00327 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M NE 1 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-01-019-17-W4/02 TEST GAS LIC: HOUSTON OIL
				NONCONV GOR		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00328 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M NW 1 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.320 NET ACRES: 160.320 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00329 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SE 1 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00330 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SW 1 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-01-019-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-01-019-17-W4/02 FLOWING GAS LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01399 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M NE 1 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-01-019-17-W4/02 TEST GAS LIC: HOUSTON OIL
M01400 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M NW 1 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.320 NET ACRES: 160.320 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01401 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SE 1 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01402 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SW 1 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.200 NET ACRES: 160.200 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-01-019-17-W4/00 FLOWING GAS LIC: HOUSTON OIL  100/06-01-019-17-W4/02 FLOWING GAS LIC: HOUSTON OIL
M01481 A	LSE TYPE: FH NG LEASI TWP 019 RGE 17 W4M SEC 1 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.520 NET ACRES: 640.520 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/01-01-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-01-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/12-01-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-01-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-01-019-17-W4/00

**HOUSTON OIL & GAS LTD.**  
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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
						COM    CBM GAS LIC: HOUSTON OIL
M00331 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M NE 2 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-02-019-17-W4/00 COM    GAS LIC: HOUSTON OIL
M00332 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M NW 2 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00333 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SE 2 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.800		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00334 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.720 NET ACRES: 159.720 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M SW 2 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01403 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M NE 2 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-02-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M01404 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP	TWP 19 RGE 17 W4M NW 2 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01405 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SE 2 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.800 NET ACRES: 159.800 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01406 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SW 2 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.720 NET ACRES: 159.720 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01482 A	LSE TYPE: FH NG LEAS TWP 019 RGE 17 W4M SEC 2 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 639.520		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0%	100/05-02-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/06-02-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL	

**HOUSTON OIL & GAS LTD.**  
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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	NET ACRES: 639.520 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-02-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-02-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00335 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M NE 3 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-03-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/16-03-019-17-W4/02 COM UNKNOWN LIC: HOUSTON OIL
M00336 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SW 3 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.560 NET ACRES: 159.560 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-03-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-03-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M01315 A	LSE TYPE: FH PNG LEA TWP 19 RGE 17 W4M SE&NW 3 LSE DATE: 1994 Mar 29 NG IN MILK_RIVER EFF DATE: 1994 Mar 29 EXCL CBM		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0%		



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXP DATE: 1995 Mar 28 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 319.590 NET ACRES: 319.590 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		
M01407 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M NE 3 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-03-019-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-03-019-17-W4/02 COM UNKNOWN LIC: HOUSTON OIL
M01408 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M NW 3 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01409 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SE 3 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.590 NET ACRES: 159.590 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01410 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SW 3 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.560 NET ACRES: 159.560 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR GAS 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-03-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-03-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M01483 A	LSE TYPE: FH NG LEASI TWP 019 RGE 17 W4M SEC 3 LSE DATE: 2016 Jun 15 NG IN BELLY_RIVER EFF DATE: 2016 Jun 15 (INCL CBM) EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 639.150 NET ACRES: 639.150 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-03-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-03-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00200 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 4 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00201 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SE 4 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.350 NET ACRES: 159.350 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00202 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 4 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.120 NET ACRES: 159.120 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-04-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-04-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M00337 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M NE 4 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00338 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SW 4 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.120 NET ACRES: 159.120 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-04-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-04-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M01313 A	LSE TYPE: FH PNG LEA TWP 19 RGE 17 W4M SW 4 LSE DATE: 1991 Oct 30 NG IN BELLY_RIVER EFF DATE: 1991 Oct 30 (EXCLUDES NG FROM OR EXP DATE: 1993 Oct 29 ASSOCIATED WITH COAL DEPOSITS) INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 161.000 NET ACRES: 161.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-04-019-17-W4/02 FLOWING GAS LIC: HOUSTON OIL
M01318 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M SE 4, NW 4 LSE DATE: 1994 Mar 29 NG IN MILK_RIVER EFF DATE: 1994 Mar 29 EXCL CBM EXP DATE: 1995 Mar 28 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: HBP GROSS ACRES: 319.350 NET ACRES: 319.350 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01411 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NE 4 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01484 A	LSE TYPE: FH NG LEASI TWP 019 RGE 17 W4M SW 4 LSE DATE: 2016 Jun 15 CBM IN BELLY_RIVER EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 159.120 NET ACRES: 159.120 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/03-04-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-04-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/12-04-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/14-04-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/16-04-019-17-W4/00

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						COM    CBM GAS LIC: HOUSTON OIL
M01485 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 479.350 NET ACRES: 479.350 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M N 4, SE 4 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/03-04-019-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL  100/08-04-019-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL  100/12-04-019-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL  100/14-04-019-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL  100/16-04-019-17-W4/00 COM    CBM GAS LIC: HOUSTON OIL
M00203 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M NE 5 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-05-019-17-W4/02 CASED    UNKNOWN LIC: HOUSTON OIL

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M00204 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 5 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	PDBY HOUSTON OI 100.0%  NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00206 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 5 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.060 NET ACRES: 159.060 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-05-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M00339 A	LSE TYPE: FH NG LEAS TWP 19 RGE 17 W4M NE 5 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0%		100/16-05-019-17-W4/02 CASED UNKNOWN LIC: HOUSTON OIL

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				COUNT ACREAGE: Y BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00340 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 159.060 NET ACRES: 159.060 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M SW 5 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-05-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M01314 A	LSE TYPE: FH PNG LEA LSE DATE: 1991 Oct 30 EFF DATE: 1991 Oct 30 EXP DATE: 1993 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 161.750 NET ACRES: 161.750 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M SW 5 NG IN BELLY_RIVER (EXCLUDES NG FROM OR ASSOCIATED WITH COAL DEPOSITS)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-05-019-17-W4/02 FLOWING GAS LIC: HOUSTON OIL
M01322 A	LSE TYPE: FH PNG LEA LSE DATE: 1994 Mar 29 EFF DATE: 1994 Mar 29 EXP DATE: 1995 Mar 28 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 318.930	TWP 19 RGE 17 W4M SE 5, NW 5 NG FROM TOP MILK_RIVER TO BASE MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR		100/02-05-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/08-05-019-17-W4/00 SUSP GAS LIC: HOUSTON OIL



**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01486 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 159.060 NET ACRES: 159.060 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M SW 5 CBM IN BELLY_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-05-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-05-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-05-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M01487 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 478.930 NET ACRES: 478.930 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M N 5, SE 5 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-05-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-05-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-05-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00207 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI	TWP 019 RGE 17 W4M NE 8 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0%		100/15-08-019-17-W4/00 ABZ UNKNOWN LIC: HOUSTON OIL  100/15-08-019-17-W4/03

**HOUSTON OIL & GAS LTD.**  
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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		FLOWING GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-08-019-17-W4/00 COM GAS LIC: HOUSTON OIL
						100/15-08-019-17-W4/02 COM GAS LIC: HOUSTON OIL
M00208 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 8 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00209 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 8 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/03-08-019-17-W4/00 COM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-08-019-17-W4/00 CASED UNKNOWN LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00341 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M NE 8 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/15-08-019-17-W4/00 ABZ UNKNOWN LIC: HOUSTON OIL  100/15-08-019-17-W4/03 FLOWING GAS LIC: HOUSTON OIL  100/16-08-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/15-08-019-17-W4/02 COM GAS LIC: HOUSTON OIL
M00342 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M SW 8 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/03-08-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-08-019-17-W4/00 CASED UNKNOWN LIC: HOUSTON OIL
M01310 A	LSE TYPE: FH PNG LEA LSE DATE: 1991 Oct 30 EFF DATE: 1993 Oct 30 EXP DATE: 1995 Oct 29 INT TYPE: WI	TWP 19 RGE 17 W4M NE 8 PNG IN BELLY_RIVER (EXCL NG DERIVED FROM OR ASSOCIATED WITH COAL DEPOSITS)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0%		100/15-08-019-17-W4/03 FLOWING GAS LIC: HOUSTON OIL  100/15-08-019-17-W4/02

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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			PDBY HOUSTON OI 100.0%		COM GAS LIC: HOUSTON OIL
M01311 A	LSE TYPE: FH PNG LEA: TWP 19 RGE 17 W4M SW 8 LSE DATE: 1991 Oct 30 PNG IN BELLY_RIVER EFF DATE: 1993 Oct 30 EXCL CBM EXP DATE: 1995 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-08-019-17-W4/02 FLOWING GAS LIC: HOUSTON OIL
M01316 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M SE 8 LSE DATE: 1994 Nov 01 NG IN MEDICINE_HAT_SD EFF DATE: 1994 Nov 01 EXCL CBM EXP DATE: 1995 Oct 31 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01317 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M SE 8, NW 8 LSE DATE: 1994 Mar 29 NG IN MILK_RIVER EFF DATE: 1994 Mar 29 EXCL CBM EXP DATE: 1995 Mar 28		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 320.000 NET ACRES: 320.000 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01488 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 320.000 NET ACRES: 320.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M NW 8, SE 8 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-08-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-08-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  102/06-08-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M01489 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 320.000 NET ACRES: 320.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M NE 8, SW 8 CBM IN BELLY_RIVER	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-08-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-08-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  102/06-08-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00210 A	LSE TYPE: FH PNG LEA	TWP 019 RGE 17 W4M NE 9	CUR INT: WI	NONCONV LOR		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD EXCL CBM	HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00211 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 9 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/12-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M00212 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SE 9 LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M00213 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 9		CUR INT: WI	NONCONV LOR		100/04-09-019-17-W4/00

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MEDICINE_HAT_SD EXCL CBM	HOUSTON OI 100.0%	SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		COM GAS LIC: HOUSTON OIL  100/06-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-09-019-17-W4/02 CASED UNKNOWN LIC: HOUSTON OIL
M00343 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00344 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/06-09-019-17-W4/02 CASED UNKNOWN LIC: HOUSTON OIL

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01321 A	LSE TYPE: FH NG LEAS LSE DATE: 1994 Mar 29 EFF DATE: 1994 Mar 29 EXP DATE: 1995 Mar 28 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 320.000 NET ACRES: 320.000 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M SE 9 , NW 9 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/02-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL  100/12-09-019-17-W4/00 COM GAS LIC: HOUSTON OIL
M01490 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M SEC 9 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-09-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-09-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-09-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00214 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000	TWP 019 RGE 17 W4M NE 10 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		



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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00215 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 10 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00216 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SE 10 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00217 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 10 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00345 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M NE 10 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00346 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M SW 10 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01320 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M SE 10, NW 10 LSE DATE: 1994 Mar 29 NG IN MILK_RIVER EFF DATE: 1994 Mar 29 EXCL CBM EXP DATE: 1995 Mar 28 INT TYPE: WI MNRL INT: 100.0		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: HBP GROSS ACRES: 320.000 NET ACRES: 320.000 COUNT ACREAGE: Y			NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01491 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M SEC 10 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/06-10-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/08-10-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/14-10-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL  100/16-10-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00218 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M NE 11 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-11-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00219 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 11 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00220 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SE 11 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE ALL S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00221 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 11 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%  NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/06-11-019-17-W4/00 COM GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00347 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/16-11-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00348 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00349 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		102/06-11-019-17-W4/00 COM GAS LIC: HOUSTON OIL

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
				PDBY HOUSTON OI 100.0%		
M01319 A	LSE TYPE: FH NG LEAS LSE DATE: 1994 Mar 29 EFF DATE: 1994 Mar 29 EXP DATE: 1995 Mar 28 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	TWP 19 RGE 17 W4M NW 11 NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01492 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	TWP 019 RGE 17 W4M SEC 11 NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-11-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/14-11-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV LOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/15-11-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c		100/16-11-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
M00222 A	LSE TYPE: FH PNG LEA LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05	TWP 019 RGE 17 W4M NE 12 NG IN MEDICINE_HAT_SD EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c		

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00223 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M NW 12 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN 7.1000 c/mcf) BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00224 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SW 12 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00225 A	LSE TYPE: FH PNG LEA: TWP 019 RGE 17 W4M SE 12 LSE DATE: 1981 May 06 NG IN MEDICINE_HAT_SD EFF DATE: 1981 May 06 EXCL CBM		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S		

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y			GAS 0.0% (MIN \$7.10 E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00350 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M NE 12 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00351 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M NW 12 LSE DATE: 1981 May 06 NG IN MILK_RIVER EFF DATE: 1981 May 06 EXCL CBM EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00352 A	LSE TYPE: FH NG LEASI TWP 19 RGE 17 W4M SE 12 LSE DATE: 1981 May 06 NG IN MILK_RIVER		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE		



**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
	EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	EXCL CBM		GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M00353 A	LSE TYPE: FH NG LEAS LSE DATE: 1981 May 06 EFF DATE: 1981 May 06 EXP DATE: 1988 May 05 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP GROSS ACRES: 160.000 NET ACRES: 160.000 COUNT ACREAGE: Y	NG IN MILK_RIVER EXCL CBM	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR SLIDING SCALE GAS S/S GAS 0.0% (MIN \$7.10/E3M3 c BASED ON 100.0% PDBY HOUSTON OI 100.0%		
M01493 A	LSE TYPE: FH NG LEAS LSE DATE: 2016 Jun 15 EFF DATE: 2016 Jun 15 EXP DATE: 2019 Jun 14 INT TYPE: WI MNRL INT: 100.0 GROSS ACRES: 640.000 NET ACRES: 640.000 COUNT ACREAGE: Y	NG IN BELLY_RIVER (INCL CBM)	CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 20.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/04-12-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
				NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%		100/08-12-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/14-12-019-17-W4/00 COM CBM GAS LIC: HOUSTON OIL
						100/16-12-019-17-W4/00

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
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COM    CBM GAS  
LIC: HOUSTON OIL

102/06-12-019-17-W4/00  
COM    CBM GAS  
LIC: HOUSTON OIL

100/12-12-019-17-W4/00  
COM    CBM GAS  
LIC: HOUSTON OIL

reattaoilgas@gmail.com 16-14  
Houston Oil/21:09:2020  
CONFIDENTIAL

**Purchased Assets - Pipeline Schedule**

License Num	Seg ID #	Substance Name	From Location	To Location	Length (km)	Status
A19705	1	Natural Gas	06-30-018-16W4	05-30-018-16W4	0.14	Operating
A19705	2	Natural Gas	16-09-018-16W4	15-09-018-16W4	0.19	Operating
A19705	4	Natural Gas	16-11-018-16W4	14-11-018-16W4	0.8	Operating
A19705	6	Natural Gas	06-11-018-16W4	15-11-018-16W4	0.93	Operating
A19705	7	Natural Gas	14-11-018-16W4	14-10-018-16W4	1.6	Operating
A19705	10	Natural Gas	06-10-018-16W4	15-10-018-16W4	0.8	Operating
A19705	12	Natural Gas	16-15-018-16W4	14-10-018-16W4	2	Operating
A19705	14	Natural Gas	14-10-018-16W4	15-09-018-16W4	1.3	Operating
A19705	15	Natural Gas	15-09-018-16W4	10-17-018-16W4	2.1	Operating
A19705	17	Natural Gas	06-16-018-16W4	04-16-018-16W4	0.6	Operating
A19705	19	Natural Gas	15-16-018-16W4	16-17-018-16W4	1.2	Operating
A19705	21	Natural Gas	16-17-018-16W4	16-17-018-16W4	0.1	Operating
A19705	22	Natural Gas	16-17-018-16W4	10-17-018-16W4	0.8	Operating
A19705	24	Natural Gas	06-17-018-16W4	10-17-018-16W4	0.4	Operating
A19705	25	Natural Gas	10-17-018-16W4	06-30-018-16W4	4.3	Operating
A19705	27	Natural Gas	06-20-018-16W4	11-17-018-16W4	1.2	Operating
A19705	29	Natural Gas	16-19-018-16W4	15-19-018-16W4	0.8	Operating
A19705	31	Natural Gas	15-21-018-16W4	13-21-018-16W4	0.8	Operating
A19705	33	Natural Gas	12-21-018-16W4	13-21-018-16W4	0.8	Operating
A19705	34	Natural Gas	13-21-018-16W4	16-20-018-16W4	0.2	Operating
A19705	36	Natural Gas	16-20-018-16W4	09-29-018-16W4	1	Operating
A19705	38	Natural Gas	16-29-018-16W4	09-29-018-16W4	0.9	Operating

License Num	Seg ID #	Substance Name	From Location	To Location	Length (km)	Status
A19705	39	Natural Gas	09-29-018-16W4	06-29-018-16W4	0.8	Operating
A19705	41	Natural Gas	06-29-018-16W4	06-30-018-16W4	1.6	Operating
A19705	43	Natural Gas	09-30-018-16W4	08-30-018-16W4	0.5	Operating
A19705	46	Natural Gas	05-30-018-16W4	08-25-018-17W4	0.4	Operating
A19705	48	Natural Gas	16-18-018-16W4	06-19-018-16W4	1.1	Operating
A19705	50	Natural Gas	06-18-018-16W4	06-19-018-16W4	1.6	Operating
A19705	52	Natural Gas	06-19-018-16W4	16-24-018-17W4	1.2	Operating
A19705	54	Natural Gas	06-13-018-17W4	16-13-018-17W4	1.3	Operating
A19705	56	Natural Gas	16-13-018-17W4	16-24-018-17W4	1.6	Operating
A19705	58	Natural Gas	06-24-018-17W4	08-24-018-17W4	0.8	Operating
A19705	60	Natural Gas	06-25-018-17W4	08-25-018-17W4	0.9	Operating
A19705	62	Natural Gas	16-25-018-17W4	08-25-018-17W4	0.8	Operating
A19705	63	Natural Gas	08-25-018-17W4	16-24-018-17W4	0.8	Operating
A19705	66	Natural Gas	06-14-018-17W4	16-14-018-17W4	1.2	Operating
A19705	68	Natural Gas	16-14-018-17W4	16-23-018-17W4	1.7	Operating
A19705	70	Natural Gas	06-23-018-17W4	08-23-018-17W4	0.8	Operating
A19705	72	Natural Gas	06-26-018-17W4	08-26-018-17W4	0.9	Operating
A19705	76	Natural Gas	16-26-018-17W4	08-26-018-17W4	0.9	Operating
A19705	77	Natural Gas	08-26-018-17W4	16-23-018-17W4	0.7	Operating
A19705	80	Natural Gas	06-22-018-17W4	16-22-018-17W4	1.2	Operating
A19705	83	Natural Gas	06-27-018-17W4	09-27-018-17W4	0.8	Operating
A19705	85	Natural Gas	16-27-018-17W4	09-27-018-17W4	0.5	Operating
A19705	86	Natural Gas	09-27-018-17W4	16-23-018-17W4	2.7	Operating

License Num	Seg ID #	Substance Name	From Location	To Location	Length (km)	Status
A19705	89	Natural Gas	16-23-018-17W4	16-24-018-17W4	1.6	Operating
A19705	91	Natural Gas	16-08-019-17W4	08-08-019-17W4	1	Operating
A19705	92	Natural Gas	08-08-019-17W4	09-31-018-17W4	2.8	Operating
A19705	93	Natural Gas	09-31-018-17W4	08-23-018-17W4	1.7	Operating
A19705	97	Natural Gas	06-08-019-17W4	08-08-019-17W4	0.8	Operating
A19705	100	Natural Gas	06-05-019-17W4	08-05-019-17W4	0.5	Operating
A19705	102	Natural Gas	16-31-018-17W4	06-32-018-17W4	1.6	Operating
A19705	109	Natural Gas	16-09-019-17W4	08-09-019-17W4	0.5	Operating
A19705	110	Natural Gas	08-09-019-17W4	16-32-018-17W4	2.6	Operating
A19705	111	Natural Gas	16-32-018-17W4	08-32-018-17W4	0.8	Operating
A19705	113	Natural Gas	06-09-019-17W4	08-09-019-17W4	0.6	Operating
A19705	116	Natural Gas	06-04-019-17W4	08-04-019-17W4	0.7	Operating
A19705	118	Natural Gas	08-32-018-17W4	08-33-018-17W4	1.7	Operating
A19705	121	Natural Gas	16-10-019-17W4	08-10-019-17W4	0.8	Operating
A19705	122	Natural Gas	08-10-019-17W4	16-33-018-17W4	2.5	Operating
A19705	123	Natural Gas	16-33-018-17W4	08-33-018-17W4	0.9	Operating
A19705	125	Natural Gas	06-10-019-17W4	08-10-019-17W4	0.8	Operating
A19705	128	Natural Gas	06-03-019-17W4	08-03-019-17W4	0.6	Operating
A19705	130	Natural Gas	08-33-018-17W4	08-36-018-17W4	4.9	Operating
A19705	132	Natural Gas	16-11-019-17W4	08-11-019-17W4	0.8	Operating
A19705	133	Natural Gas	08-11-019-17W4	16-34-018-17W4	2.5	Operating
A19705	134	Natural Gas	16-34-018-17W4	08-34-018-17W4	0.9	Operating
A19705	136	Natural Gas	06-11-019-17W4	08-11-019-17W4	0.9	Operating

License Num	Seg ID #	Substance Name	From Location	To Location	Length (km)	Status
A19705	139	Natural Gas	06-02-019-17W4	08-02-019-17W4	0.6	Operating
A19705	142	Natural Gas	06-34-018-17W4	08-34-018-17W4	0.8	Operating
A19705	143	Natural Gas	08-34-018-17W4	08-36-018-17W4	3.3	Operating
A19705	146	Natural Gas	16-12-019-17W4	08-12-019-17W4	0.5	Operating
A19705	147	Natural Gas	08-12-019-17W4	16-35-018-17W4	2.5	Operating
A19705	148	Natural Gas	16-35-018-17W4	08-35-018-17W4	0.8	Operating
A19705	150	Natural Gas	06-12-019-17W4	08-12-019-17W4	0.5	Operating
A19705	153	Natural Gas	06-01-019-17W4	08-01-019-17W4	0.5	Operating
A19705	154	Natural Gas	16-35-018-17W4	16-35-018-17W4	0.03	Operating
A19705	157	Natural Gas	16-36-018-17W4	08-36-018-17W4	0.5	Operating
A19705	158	Natural Gas	08-36-018-17W4	08-25-018-17W4	1.6	Operating
A19705	159	Natural Gas	08-25-018-17W4	16-24-018-17W4	0.8	Operating
A19705	160	Natural Gas	16-24-018-17W4	04-12-018-17W4	5.1	Operating
A19705	161	Natural Gas	04-10-018-16W4	12-10-018-16W4	0.79	Operating
A19705	162	Natural Gas	12-10-018-16W4	14-10-018-16W4	0.36	Operating
A19705	163	Natural Gas	02-15-018-16W4	14-10-018-16W4	1.02	Operating
A19705	164	Natural Gas	02-16-018-16W4	04-16-018-16W4	0.63	Operating
A19705	165	Natural Gas	02-29-018-16W4	10-29-018-16W4	0.48	Operating
A19705	166	Natural Gas	04-29-018-16W4	06-29-018-16W4	0.58	Operating
A19705	167	Natural Gas	02-13-018-17W4	08-14-018-17W4	1.01	Operating
A19705	168	Natural Gas	05-14-018-17W4	02-14-018-17W4	0.67	Operating
A19705	169	Natural Gas	02-14-018-17W4	08-14-018-17W4	0.59	Operating
A19705	170	Natural Gas	12-36-018-17W4	06-36-018-17W4	0.47	Operating

License Num	Seg ID #	Substance Name	From Location	To Location	Length (km)	Status
A19705	171	Natural Gas	01-01-019-17W4	16-35-018-17W4	0.52	Operating
A19705	172	Natural Gas	12-01-019-17W4	16-02-019-17W4	0.63	Operating
A19705	173	Natural Gas	05-02-019-17W4	16-33-018-17W4	1.02	Operating
A19705	174	Natural Gas	02-10-018-16W4	08-10-018-16W4	0.51	Operating
A19705	175	Natural Gas	10-10-018-16W4	14-10-018-16W4	0.56	Operating
A19705	176	Natural Gas	12-16-018-16W4	08-17-018-16W4	0.51	Operating
A19705	177	Natural Gas	02-17-018-16W4	08-17-018-16W4	0.53	Operating
A19705	178	Natural Gas	02-19-018-16W4	02-19-018-16W4	0.1	Operating
A19705	179	Natural Gas	12-20-018-16W4	06-20-018-16W4	0.54	Operating
A19705	180	Natural Gas	12-29-018-16W4	06-29-018-16W4	0.5	Operating
A19705	181	Natural Gas	12-13-018-17W4	06-13-018-17W4	0.3	Operating
A19705	182	Natural Gas	12-22-018-17W4	16-22-018-17W4	0.5	Operating
A19705	183	Natural Gas	12-25-018-17W4	06-25-018-17W4	0.46	Operating
A19705	184	Natural Gas	02-11-018-16W4	06-11-018-16W4	0.6	Operating
A19705	185	Natural Gas	10-11-018-16W4	14-11-018-16W4	0.67	Operating
A19705	186	Natural Gas	12-11-018-16W4	16-10-018-16W4	0.55	Operating
A19705	187	Natural Gas	10-16-018-16W4	06-16-018-16W4	0.51	Operating
A19705	188	Natural Gas	04-20-018-16W4	04-20-018-16W4	0.29	Operating
A19705	189	Natural Gas	10-20-018-16W4	06-20-018-16W4	0.56	Operating
A19705	190	Natural Gas	10-29-018-16W4	06-29-018-16W4	0.67	Operating
A19705	191	Natural Gas	02-30-018-16W4	06-30-018-16W4	0.61	Operating
A19705	192	Natural Gas	14-30-018-16W4	14-30-018-16W4	0.43	Operating
A19705	193	Natural Gas	16-30-018-16W4	09-30-018-16W4	0.44	Operating

License Num	Seg ID #	Substance Name	From Location	To Location	Length (km)	Status
A19705	194	Natural Gas	03-13-018-17W4	08-14-018-17W4	0.55	Operating
A19705	195	Natural Gas	14-23-018-17W4	10-23-018-17W4	0.57	Operating
A19705	196	Natural Gas	14-24-018-17W4	10-24-018-17W4	0.61	Operating
A19705	197	Natural Gas	12-27-018-17W4	08-28-018-17W4	0.71	Operating
A19705	198	Natural Gas	04-28-018-17W4	06-28-018-17W4	0.45	Operating
A19705	199	Natural Gas	02-36-018-17W4	16-25-018-17W4	0.56	Operating
A19705	200	Natural Gas	15-11-019-17W4	16-11-019-17W4	0.57	Operating
A19705	201	Natural Gas	12-12-019-17W4	06-12-019-17W4	0.58	Operating
A19705	202	Natural Gas	10-36-018-17W4	08-36-018-17W4	0.5	Operating
A19705	203	Natural Gas	10-34-018-17W4	06-34-018-17W4	0.63	Operating
A19705	204	Natural Gas	11-34-018-17W4	06-34-018-17W4	0.55	Operating
A19705	205	Natural Gas	09-17-018-16W4	09-17-018-16W4	0.17	Operating
A19705	206	Natural Gas	12-32-018-17W4	06-32-018-17W4	0.6	Operating
A19705	207	Natural Gas	02-32-018-17W4	08-32-018-17W4	0.45	Operating
A19705	208	Natural Gas	04-12-019-17W4	16-02-019-17W4	0.61	Operating
A19705	209	Natural Gas	12-28-018-17W4	06-28-018-17W4	0.54	Operating
A19705	210	Natural Gas	09-14-018-17W4	08-14-018-17W4	0.68	Operating
A19705	211	Natural Gas	04-30-018-16W4	01-25-018-17W4	0.63	Operating
A19705	212	Natural Gas	01-27-018-17W4	01-27-018-17W4	0.3	Operating
A19705	213	Natural Gas	04-36-018-17W4	16-26-018-17W4	0.59	Operating
A19705	214	Natural Gas	04-12-018-17W4	13-36-017-17W4	2	Abandoned
A21955	1	Natural Gas	08-15-018-16W4	09-15-018-16W4	0.4	Operating
A21955	2	Natural Gas	08-16-018-16W4	06-16-018-16W4	0.8	Operating



License Num	Seg ID #	Substance Name	From Location	To Location	Length (km)	Status
A21955	3	Natural Gas	08-17-018-16W4	10-17-018-16W4	1.1	Operating
A21955	5	Natural Gas	08-20-018-16W4	16-17-018-16W4	0.8	Operating
A21955	6	Natural Gas	14-20-018-16W4	06-20-018-16W4	0.8	Operating
A21955	7	Natural Gas	06-21-018-16W4	14-16-018-16W4	0.8	Operating
A21955	8	Natural Gas	08-21-018-16W4	06-21-018-16W4	0.8	Operating
A21955	10	Natural Gas	08-10-018-16W4	16-10-018-16W4	0.8	Operating
A21955	11	Natural Gas	08-11-018-16W4	16-11-018-16W4	0.8	Operating
A21955	12	Natural Gas	08-18-018-16W4	16-18-018-16W4	0.8	Operating
A26216	4	Natural Gas	14-15-018-16W4	15-16-018-16W4	1.34	Operating
A26216	5	Natural Gas	14-16-018-16W4	14-16-018-16W4	0.05	Operating
A26216	6	Natural Gas	14-19-018-16W4	14-19-018-16W4	0.05	Operating
A26216	9	Natural Gas	13-15-018-16W4	13-15-018-16W4	0.69	Operating
A26216	10	Natural Gas	10-19-018-16W4	10-19-018-16W4	0.59	Operating
A26216	11	Natural Gas	16-21-018-16W4	15-21-018-16W4	0.65	Operating
A28021	1	Natural Gas	14-08-019-17W4	06-08-019-17W4	0.56	Operating
A28021	2	Natural Gas	08-08-019-17W4	08-08-019-17W4	0.13	Operating
A28021	3	Natural Gas	14-05-019-17W4	16-05-019-17W4	0.42	Operating
A28021	4	Natural Gas	08-05-019-17W4	08-05-019-17W4	0.08	Operating
A28021	5	Natural Gas	14-09-019-17W4	16-09-019-17W4	0.52	Operating
A28021	6	Natural Gas	08-09-019-17W4	08-09-019-17W4	0.1	Operating
A28021	7	Natural Gas	14-04-019-17W4	09-04-019-17W4	0.71	Operating
A28021	8	Natural Gas	08-04-019-17W4	08-04-019-17W4	0.06	Operating
A28021	9	Natural Gas	14-10-019-17W4	16-10-019-17W4	0.81	Operating

License Num	Seg ID #	Substance Name	From Location	To Location	Length (km)	Status
A28021	10	Natural Gas	08-10-019-17W4	08-10-019-17W4	0.27	Operating
A28021	11	Natural Gas	14-03-019-17W4	09-03-019-17W4	0.72	Operating
A28021	12	Natural Gas	08-03-019-17W4	08-03-019-17W4	0.07	Operating
A28021	13	Natural Gas	14-11-019-17W4	06-11-019-17W4	0.47	Operating
A28021	14	Natural Gas	14-32-018-17W4	16-32-018-17W4	0.76	Operating
A28021	15	Natural Gas	08-32-018-17W4	08-32-018-17W4	0.23	Operating
A28021	16	Natural Gas	14-33-018-17W4	06-33-018-17W4	0.56	Operating
A28021	17	Natural Gas	08-33-018-17W4	08-33-018-17W4	0.06	Operating
A28021	18	Natural Gas	14-13-018-17W4	10-13-018-17W4	0.33	Operating
A28021	19	Natural Gas	08-13-018-17W4	10-13-018-17W4	0.45	Operating
A28021	20	Natural Gas	08-05-019-17W4	08-32-018-17W4	2.25	Operating
A28021	21	Natural Gas	08-32-018-17W4	14-28-018-17W4	1.24	Operating
A28021	22	Natural Gas	14-28-018-17W4	08-28-018-17W4	1.24	Operating
A28021	23	Natural Gas	08-28-018-17W4	16-22-018-17W4	1.81	Operating
A28021	24	Natural Gas	16-22-018-17W4	12-23-018-17W4	0.63	Operating
A28021	25	Natural Gas	12-23-018-17W4	10-23-018-17W4	0.7	Operating
A28021	26	Natural Gas	10-23-018-17W4	12-24-018-17W4	0.87	Operating
A28021	27	Natural Gas	12-24-018-17W4	10-24-018-17W4	0.86	Operating
A28021	28	Natural Gas	02-24-018-17W4	10-24-018-17W4	0.78	Operating
A28021	29	Natural Gas	10-24-018-17W4	16-24-018-17W4	0.68	Operating
A28021	30	Natural Gas	08-28-018-17W4	14-28-018-17W4	1.24	Operating
A28021	31	Natural Gas	06-28-018-17W4	14-28-018-17W4	0.74	Operating
A28021	32	Natural Gas	14-28-018-17W4	08-32-018-17W4	1.24	Operating

License Num	Seg ID #	Substance Name	From Location	To Location	Length (km)	Status
A28021	33	Natural Gas	10-25-018-17W4	08-25-018-17W4	0.61	Operating
A28021	34	Natural Gas	02-25-018-17W4	16-24-018-17W4	0.78	Operating
A28021	35	Natural Gas	04-34-018-17W4	05-34-018-17W4	0.64	Operating
A28021	36	Natural Gas	04-26-018-17W4	16-22-018-17W4	0.8	Operating
A28021	37	Natural Gas	05-23-018-17W4	12-23-018-17W4	0.71	Operating
A28021	38	Natural Gas	08-14-018-17W4	16-14-018-17W4	1.13	Operating
A28021	39	Natural Gas	04-19-018-16W4	06-19-018-16W4	0.54	Operating
A28021	40	Natural Gas	12-18-018-16W4	16-13-018-17W4	0.63	Operating
A28021	41	Natural Gas	07-18-018-16W4	05-17-018-16W4	0.77	Operating
A28021	42	Natural Gas	05-17-018-16W4	14-17-018-16W4	1.07	Operating
A28021	43	Natural Gas	05-15-018-16W4	13-15-018-16W4	1.17	Operating
A28021	44	Natural Gas	05-11-018-16W4	08-10-018-16W4	0.77	Operating
A28021	45	Natural Gas	03-08-019-17W4	14-05-019-17W4	0.5	Operating
A28021	46	Natural Gas	12-09-019-17W4	04-09-019-17W4	0.75	Operating
A28021	47	Natural Gas	02-09-019-17W4	04-09-019-17W4	0.77	Operating
A28021	48	Natural Gas	04-09-019-17W4	12-04-019-17W4	0.79	Operating
A28021	49	Natural Gas	12-04-019-17W4	05-04-019-17W4	0.72	Operating
A28021	50	Natural Gas	03-04-019-17W4	04-04-019-17W4	0.54	Operating
A28021	51	Natural Gas	04-04-019-17W4	04-04-019-17W4	0.13	Operating
A28021	52	Natural Gas	04-03-019-17W4	16-32-018-17W4	0.97	Operating
A28021	53	Natural Gas	02-05-019-17W4	02-05-019-17W4	0.18	Operating
A28021	54	Natural Gas	05-33-018-17W4	08-32-018-17W4	0.27	Operating
A28021	55	Natural Gas	15-08-019-17W4	14-08-019-17W4	0.25	Operating

License Num	Seg ID #	Substance Name	From Location	To Location	Length (km)	Status
A28021	56	Natural Gas	02-33-018-17W4	08-33-018-17W4	0.43	Operating
A28021	58	Natural Gas	04-05-019-17W4	06-05-019-17W4	0.65	Operating
A56031	1	Natural Gas	08-29-018-16W4	09-29-018-16W4	0.2	Operating
A56031	2	Natural Gas	14-25-018-17W4	16-25-018-17W4	0.8	Operating
A56031	3	Natural Gas	14-26-018-17W4	16-26-018-17W4	0.8	Operating
A56031	4	Natural Gas	14-27-018-17W4	16-27-018-17W4	0.8	Operating
A56031	5	Natural Gas	14-34-018-17W4	16-34-018-17W4	0.8	Operating
A56031	6	Natural Gas	14-35-018-17W4	16-35-018-17W4	0.8	Operating
A56031	7	Natural Gas	14-36-018-17W4	16-35-018-17W4	0.8	Operating
A56031	8	Natural Gas	08-36-018-17W4	07-36-018-17W4	0.32	Operating
A56031	9	Natural Gas	08-01-019-17W4	07-01-019-17W4	0.32	Operating
A56031	10	Natural Gas	14-01-019-17W4	16-01-019-17W4	0.8	Operating
A56031	11	Natural Gas	08-02-019-17W4	08-02-019-17W4	0.42	Operating
A56031	12	Natural Gas	14-02-019-17W4	16-02-019-17W4	0.8	Operating
A56031	13	Natural Gas	14-12-019-17W4	16-12-019-17W4	0.8	Operating
A56033	1	Natural Gas	14-14-018-17W4	10-14-018-17W4	0.32	Operating
A56033	2	Natural Gas	08-22-018-17W4	10-22-018-17W4	0.45	Operating
A56033	3	Natural Gas	14-22-018-17W4	10-22-018-17W4	0.34	Operating
A56033	4	Natural Gas	14-29-018-16W4	16-29-018-16W4	0.71	Operating
A56033	5	Natural Gas	14-30-018-16W4	16-30-018-16W4	0.57	Operating
A56033	6	Natural Gas	02-23-018-17W4	06-23-018-17W4	0.41	Operating
A56033	7	Natural Gas	04-24-018-17W4	06-24-018-17W4	0.55	Operating
A56033	8	Natural Gas	10-28-018-17W4	06-33-018-17W4	1.37	Operating

License Num	Seg ID #	Substance Name	From Location	To Location	Length (km)	Status
A58237	1	Natural Gas	08-19-019-17W4	16-08-019-17W4	2.85	Operating

### Facility License Schedule

<i>Govt Code</i>	<i>License Number</i>	<i>Type</i>	<i>Facility Name</i>	<i>Location</i>	<i>Operational Status</i>
ABCS0002402	F2402	Compressor station	HOUSTON 08-32-018-17W4	08-32-018-17W4	Active
ABCS0002400	F2400	Compressor station	HOUSTON 16-24-018-17W4	16-24-018-17W4	Active

**SCHEDULE “C”****Claims**

“Claim” means (with capitalized terms having the definitions given to them in the Sale Agreement) any claim, demand, lawsuit, proceeding or arbitration, or any investigation by a Governmental Authority, pertaining to the Assets, in each case whether asserted, threatened, pending or existing, including, without limitation, the five percent (5%) overriding royalty payable by Houston Oil & Gas Ltd. to Pioneer Well Service Corp. as set out in the governing contract dated April 10, 2018.

**SCHEDULE "D"****Permitted Encumbrances**

Permitted Encumbrances consist of the following (with capitalized terms having the definitions given to them in the Sale Agreement, unless otherwise defined in this Order):

- i. all encumbrances, overriding royalties (excluding the five percent (5%) overriding royalty payable by Houston Oil & Gas Ltd. to Pioneer Well Service Corp. as set out in the governing contract dated April 10, 2018) and other royalties, net profits interests and other burdens identified in the Title Documents or in Schedule "A";
- ii. any Preferential Purchase Rights or any similar restriction applicable to any of the Assets;
- iii. the terms and conditions of the Assumed Contracts and the Title Documents, including the requirement to pay any rentals or royalties (including reassessments) to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- iv. the right reserved to or vested in any grantor, Governmental 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 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 from the Petroleum Substances and requirements imposed by Applicable Law or Governmental Authorities concerning rates of production from the Wells or from operations on any of the Lands, or otherwise affecting recoverability of Petroleum Substances from the Lands, which taxes or requirements are generally applicable to the oil and gas industry in the jurisdiction in which the Assets are located;
- ii. agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than 30 days' notice (without an early termination penalty or other like cost);
- iii. any obligation of Houston to hold any right or interest in and to any of the Assets in trust for Third Parties;
- iv. the right reserved to or vested in any Governmental Authority to control or regulate any of the Assets in any manner, including any directives or notices received from any Governmental Authority pertaining to the Assets;



- v. 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 Houston's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor;
- vi. 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;
- vii. agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- viii. agreements respecting the operation of Wells or Facilities by contract field operators;
- ix. provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and
- x. liens created in the ordinary course of business in favour of any Governmental Authority with respect to operations pertaining to any of the Assets.

**SCHEDULE “E”**

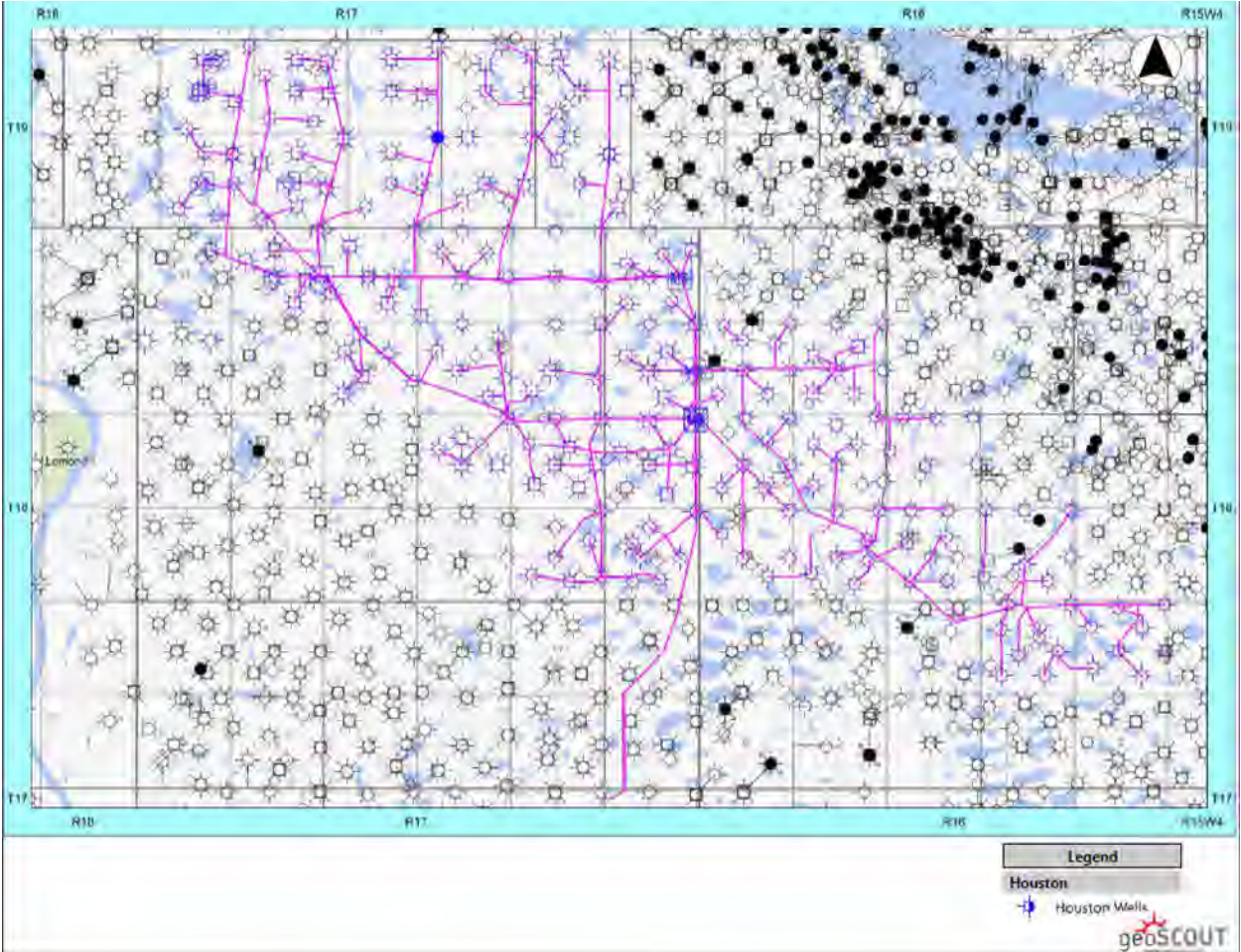
**Crown Leases**

Crown PNG Lease No. 0409070005

THE FOLLOWING COMPRISES SCHEDULE “G” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED September 28, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND ROAD 53 RESOURCES INC.

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**WHITEMAP AREA**



THE FOLLOWING COMPRISES SCHEDULE “H” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED September 28, **2020** BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND ROAD 53 RESOURCES INC.

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**OUTSTANDING AFE’S**

NONE.

THE FOLLOWING COMPRISES SCHEDULE “I” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED September 28, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND ROAD 53 RESOURCES INC.

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**EXCLUDED LICENCES**

NONE.

THE FOLLOWING COMPRISES SCHEDULE “J” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED September 28, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND ROAD 53 RESOURCES INC.

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**EXCLUDED ASSETS**

Royalty Agreement dated April 10, 2018 between Houston Oil & Gas Ltd. As Grantor and Pioneer Oil Well Service Corp as Beneficiary

# APPENDIX B

**PURCHASE AND SALE AGREEMENT**

**BETWEEN:**

**BDO CANADA LIMITED IN ITS CAPACITY  
AS COURT APPOINTED RECEIVER AND MANAGER OF HOUSTON OIL & GAS  
LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

**- and -**

**SEOL ENERGY INC.**

**Dated:**

September 29, 2020



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## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of \_\_\_\_\_, 2020.

**BETWEEN:**

**BDO CANADA LIMITED** in its capacity as  
Court appointed receiver and manager (“Receiver”) of **HOUSTON OIL & GAS LTD.**  
and not in its personal or corporate capacity

(the “Vendor”)

- and -

**SEOL ENERGY INC.** (the “Purchaser”)

**WHEREAS:**

- A. Hardie & Kelly Inc. was appointed as receiver and manager of Houston Oil & Gas Ltd. (“Houston”) pursuant to a court order dated October 29, 2019 (the “Original Receivership Order”) granted by the Court of Queen’s Bench of Alberta in the Judicial District of Calgary, Alberta under Court File No. 1901-14615 and BDO Canada Limited was substituted in the place of Hardie & Kelly Inc. pursuant to a court order dated June 30, 2020 (together with the Original Receivership Order, the “Receivership Order”) (the “Receivership Proceedings”); and
- B. Pursuant to the Receivership Proceedings, Vendor, subject to approval by the Court, has the ability to sell, transfer and assign to Purchaser, all of the right, title and interest of Houston in and to the Assets, and Purchaser has agreed to purchase the Assets from Vendor, on the terms and conditions set forth herein.

**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 or lands pooled or unitized therewith; and

- (ii) restore, remediate and reclaim the surface and subsurface locations of the Wells, Tangibles, the Lands, lands pooled or unitized therewith, and any lands used to gain access thereto, including such obligations relating to Wells, Pipelines and Facilities which were abandoned or decommissioned or have reclamation orders prior to the Closing Date that were located on the Lands or that were located on other lands and used in respect of Petroleum 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 50% of the voting securities of such Person, by contract or otherwise;
- (c) “**Agreement**” means this purchase and sale agreement between Vendor and Purchaser, including all recitals and schedules attached hereto, and “**this Agreement**”, “**herein**”, “**hereto**”, “**hereof**” and similar expressions mean and refer to this Agreement;
- (d) “**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, licence or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;
- (e) “**Appointment Date**” means October 29, 2019;
- (f) “**Assets**” means the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests, but excludes the Excluded Assets;
- (g) “**Business Day**” means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (h) “**Claim**” means any claim, demand, lawsuit, proceeding or arbitration, or any investigation by a Governmental Authority, pertaining to the Assets, in each case whether asserted, threatened, pending or existing;
- (i) “**Closing**” means the transfer of possession, legal and beneficial ownership and risks of the Assets from Vendor to Purchaser and payment of the Purchase Price by

Purchaser to Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto, including delivery of the Specific Conveyances if applicable;

- (j) **“Closing Date”** means the later of:
  - (i) three Business Days following the later of: (A) the grant of the Vesting Order; and (B) the expiration, waiver or exercise of all Preferential Purchase Rights; or
  - (ii) or another date agreed upon in writing by the Parties,but in any event, shall be no later than the Outside Date;
- (k) **“Closing Place”** means the office of Vendor or its counsel, or such other place as may be agreed upon in writing by the Parties;
- (l) **“Court”** has the meaning set out in the recitals;
- (m) **“Data Room Information”** means all information provided or made available to Purchaser in hard copy or electronic form in relation to Vendor, Houston and/or the Assets;
- (n) **“Deposit”** has the meaning as defined in Section 2.9;
- (o) **“Effective Date”** means the Closing Date;
- (p) **“Effective Time”** means 12:01 a.m. on the Effective Date;
- (q) **“Environment”** and **“Environmental”** means the components of the earth and includes ambient air, land, surface and subsurface strata, groundwater, surface water, all layers of the atmosphere, all organic and inorganic matter and living organisms, and the interacting natural systems that include such components, and any derivative thereof shall have a corresponding meaning;
- (r) **“Environmental Liabilities”** means all past, present and future liabilities, obligations and expenses in respect of the Environment which relate to the Assets (or any lands pooled or unitized with Lands which may form part of the Assets), or which arise in connection with the ownership thereof or operations pertaining thereto, including 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 liabilities to compensate Third Parties for damages and Losses resulting from the items described in items (i), (ii) and (iii) above (including damage to

property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise protect the Environment;

- (s) **“Excluded Assets”** means:
- (i) any item or thing owned by Third Parties and licenced to Houston with restrictions on deliverability or disclosure by Houston that prevent the conveyance of such item or thing to Purchaser;
  - (ii) advances and deposits for operations payable to Governmental Authorities or other Persons prior to the Effective Time to secure obligations or as prepayment of costs or expenses;
  - (iii) all receivables and credits of any kind from any Person;
  - (iv) legal and title opinions;
  - (v) documents, other than Title Documents, prepared by or on behalf of Vendor in contemplation of litigation and any other documents within the possession of Vendor which are subject to solicitor-client privilege under the laws of the Province of Alberta or any other jurisdiction;
  - (vi) records, policies, manuals and other proprietary, confidential business or technical information not used exclusively in the operation of the Assets;
  - (vii) agreements, documents or data to the extent that:
    - (A) they pertain to Houston proprietary technology
    - (B) they pertain to seismic data or interpretations thereof;
    - (C) they pertain to any intellectual property owned by a third party;
    - (D) they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by Houston to an assignee;
    - (E) they comprise Houston’s and Houston tax and financial records, and economic evaluations;
  - (viii) Excluded Licences; and
  - (ix) any other assets specifically described in Schedule “H”,
- but “Excluded Assets” shall not include any property, rights or interests specifically described as Miscellaneous Interests;
- (t) **“Excluded Licences”** means the licences listed in Schedule “T”;
- (u) **“Facilities”** means Houston’s entire interest in and to all unit facilities under any unit agreement applicable to the Leased Substances and all other field facilities

whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are used for production, gathering, treatment, compression, transportation (including Pipelines), injection, water disposal, measurement, processing, storage, handling or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, production storage facility or warehouse and including those field facilities specifically identified in Schedule "B";

- (v) "**Final Statement of Adjustments**" has the meaning set forth in Section 8.3(a);
- (w) "**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, commission or department, as well as any government-owned entity, any regulatory authority (including the Regulator) and any public authority, including any public utility, having jurisdiction over a Party, the Assets or the Transaction;
- (x) "**GST**" means the goods and services tax payable pursuant to the GST Legislation;
- (y) "**GST Legislation**" means Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder, all as amended from time to time;
- (z) "**Lands**" means all lands as set out and described in Schedule "A", and the Petroleum Substances within, upon or under such lands (subject to the restrictions and exclusions identified in Schedule "A" and in the Title Documents as to Petroleum Substances and geological formations);
- (aa) "**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);
- (bb) "**Licence Transfers**" means, in relation to the Assets, the transfer of any permits, approvals, licences and authorizations (collectively, "**Licences**") granted by any applicable Governmental Authority but subject to the provisions of Sections 9.5 and 9.7 hereof;
- (cc) "**Losses**" means all actions, causes of action, losses, costs, Claims, damages, penalties, assessments, charges, expenses, and other liabilities and obligations which a Party suffers, sustains, pays or incurs, including reasonable legal fees and other professional fees and disbursements on a full-indemnity basis;
- (dd) "**Miscellaneous Interests**" means, subject to any and all limitations and exclusions provided for in this definition, Houston's entire interest in and to all property, 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, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any and all of the following:

- (i) all contracts and agreements relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents);
  - (ii) all subsisting rights to carry out operations relating to the Lands or the Tangibles, and without limitation, all easements and other permits, licences 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, and all contracts and agreements related thereto;
  - (iv) all records, books, documents, Licences (subject to Section 9.7 hereof), reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles;
  - (v) all proprietary and seismic data; and
  - (vi) the Wells, including the wellbores thereof and any and all casings therein, but specifically excluding the Excluded Assets;
- (ee) **"Outside Date"** means November 15, 2020;
- (ff) **"Party"** means a party to this Agreement;
- (gg) **"Permitted Encumbrances"** means:
- (i) all encumbrances, overriding royalties and other royalties, net profits interests and other burdens identified in the Title Documents or in Schedule "A";
  - (ii) any Preferential Purchase Rights or any similar restriction applicable to any of the Assets;
  - (iii) the terms and conditions of the Title Documents, including the requirement to pay any rentals or royalties (including reassessments) to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
  - (iv) the right reserved to or vested in any grantor, Governmental 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 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) and any obligations to Third Parties for any thirteenth month adjustments or for payments due as a result of any audits conducted by operators or Third Parties;
  - (vii) taxes on Petroleum Substances or the income or revenue from the Petroleum Substances and requirements imposed by Applicable Law or Governmental Authorities concerning rates of production from the Wells or from operations on any of the Lands, or otherwise affecting recoverability of Petroleum Substances from the Lands, which taxes or requirements are generally applicable to the oil and gas industry in the jurisdiction in which the Assets are located;
  - (viii) agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than 30 days' notice (without an early termination penalty or other like cost);
  - (ix) any obligation of Houston to hold any right or interest in and to any of the Assets in trust for Third Parties;
  - (x) the right reserved to or vested in any Governmental Authority to control or regulate any of the Assets in any manner, including any directives or notices received from any Governmental Authority pertaining to the Assets;
  - (xi) 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 Houston's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor;
  - (xii) 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;
  - (xiii) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
  - (xiv) agreements respecting the operation of Wells or Facilities by contract field operators;
  - (xv) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and
  - (xvi) liens created in the ordinary course of business in favour of any Governmental Authority with respect to operations pertaining to any of the Assets;
- (hh) "**Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;

- (ii) **"Petroleum and Natural Gas Rights"** means Houston's entire right, title and 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 the interests set out and described in Schedule "A";
- (jj) **"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 sulphur;
- (kk) **"Pipelines"** means the pipelines described in Schedule "B";
- (ll) **"Preferential Purchase Right"** means any preferential, pre-emptive or first purchase right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Transaction, as are set out in Schedule "C";
- (mm) **"Purchase Price"** has the meaning set out in Section 2.2;
- (nn) **"Receiver"** has the meaning set out in the Recitals;
- (oo) **"Regulator"** means the Alberta Energy Regulator;
- (pp) **"Representative"** means, with respect to any Party, its Affiliates, and its and their respective directors, officers, agents, advisors, employees and consultants and with respect to Vendor includes its employees and consultants, and its and their respective directors, officers, agents, advisors, employees and consultants;
- (qq) **"Sales Taxes"** means all transfer, sales, excise, stamp, licence, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other charges of a Governmental Authority (including additions by way of penalties, interest and other amounts relating to late filings or payments) with respect to the transfer and conveyance to Purchaser of the Assets or the transfer or registration of the Specific Conveyances, but excludes GST, and any income taxes and penalties and interest related thereto;
- (rr) **"Specific Conveyances"** means all conveyances, assignments, transfers, novations, and such other documents or instruments as are reasonably required or desirable to convey, assign and transfer the Assets to Purchaser and to novate Purchaser in the place and stead of Vendor with respect to the Assets;
- (ss) **"Tangibles"** means Houston's entire right, title, estate and interest in and to:
  - (i) any and all tangible depreciable property, equipment and other assets located within or upon the Lands that 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;

- (ii) the Pipelines; and
- (iii) the Facilities;
- (tt) **“Third Party”** means any individual or entity other than Houston, Vendor and Purchaser, including 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;
- (uu) **“Title Documents”** means, collectively, any and all certificates of title, leases, reservations, Licences (subject to Section 9.7 hereof), 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 and this definition shall include, where applicable, those documents set out in Schedule “A”;
- (vv) **“Transaction”** means the transaction for the purchase and sale of the Assets contemplated by this Agreement;
- (ww) **“Vendor”** has the meaning set forth in the recitals;
- (xx) **“Vesting Order”** means an order to be granted by the Court substantially in the form of Schedule “F” 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 legal and beneficial title to the Assets in Purchaser free and clear of all encumbrances, liens, security interests or Claims, other than Permitted Encumbrances has the meaning set out in the recitals;
- (yy) **“Wells”** means Houston’s entire interest in and to all wells (including producing, shut-in, suspended, abandoned (including wells that have met all reclamation requirements and a reclamation certificate, certificate of recognition, surface release or other document has been issued by the applicable Governmental Authority), capped, injection and disposal wells), located on or within the Lands, or any lands pooled or unitized therewith, whether or not completed, including the wells listed in Schedule “B”; and

## 1.2 Headings

The words “Article”, “Section”, “subsection” and “Schedule” followed by a number or letter or combination thereof mean and refer to the specified Article, Section, subsection and Schedule of or to this Agreement.

### 1.3 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections and subsections 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 Plurals and Gender

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:

Schedule "A" -	Lands and Petroleum and Natural Gas Rights
Schedule "B" -	Wells Pipelines Facilities
Schedule "C" -	Preferential Purchase Rights
Schedule "D" -	General Conveyance
Schedule "E" -	Form of Officer's Certificate
Schedule "F" -	Form of Vesting Order
Schedule "G" -	Outstanding AFE's
Schedule "H" -	Excluded Licences
Schedule "I" -	Excluded Assets

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 shall include reasonable legal fees and disbursements on a full indemnity basis.

### 1.7 Derivatives

Where a term is defined in the body of this Agreement, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires. The word "include" and derivatives thereof shall be read as if followed by the phrase "without limitation".

### **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 hereby agrees to sell, assign, transfer, convey and set over to Purchaser, and Purchaser hereby agrees to purchase from Vendor, all right, title, estate and interest of Houston (whether absolute or contingent, legal or beneficial) in and to the Assets, subject to and in accordance with the terms and conditions of this Agreement and the Vesting Order.

### **2.2 Purchase Price**

The aggregate consideration to be paid by Purchaser to Vendor for Houston's interest in and to the Assets shall be [REDACTED] (the "Purchase Price") plus applicable GST and Sales Taxes, plus or minus (as applicable) the net amount of the adjustments made pursuant to Article 8, satisfied by Purchaser (or Vendor, to the extent applicable) as follows:

- (a) payment of the Deposit paid by Purchaser to the Vendor, to be paid out pursuant to Section 2.9;
- (b) payment in the amount of [REDACTED] adjusted pursuant to Section 8.2(a), payable by Purchaser to Vendor at Closing; and
- (c) any payments between the Parties arising from adjustments set forth in the Final Statement of Adjustments, paid in accordance with Section 8.3(a).

The Parties hereby acknowledge and agree that the Purchase Price set forth in this Section 2.2 accurately reflects and takes into proper account both the positive value of all of the Assets as well as the offsetting reductions in value for the Environmental Liabilities and Abandonment and

Reclamation Obligations associated therewith and the absolute release of Vendor of all and any responsibility or liability therefor.

### 2.3 Allocation of Purchase Price

The Parties shall allocate the Purchase Price as follows:

Petroleum and Natural Gas Rights (subject to adjustment)	[REDACTED]
Surface Rights	[REDACTED]
Wells	[REDACTED]
Facilities	[REDACTED]
Other Tangibles	[REDACTED]
Miscellaneous Interests	[REDACTED]
Total	[REDACTED]

### 2.4 Assumption of Abandonment and Reclamation Obligations and Environmental Liabilities

In determining the Purchase Price, the Parties have taken into account Purchaser's assumption of responsibility for the payment of all costs for existing or future Abandonment and Reclamation Obligations and Environmental Liabilities associated with the Assets, as set forth in this Agreement, and the absolute release of 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, legal and beneficial ownership of Houston's interest in and to the Assets shall pass from Houston 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 "D", duly executed by Vendor;
  - (ii) the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Vendor;
  - (iii) a receipt for the Purchase Price as adjusted herein plus applicable GST and/or Sales Taxes;
  - (iv) a copy of the Vesting Order;
  - (v) the Specific Conveyances, duly executed by Vendor, to the extent such Specific Conveyances were provided to Vendor no later than one Business Day prior to Closing; and

- (vi) such other documents as may be specifically required hereunder or as may be reasonably requested by Purchaser upon reasonable notice to Vendor.
- (b) On the Closing Date, Purchaser shall deliver to Vendor:
  - (i) the balance owing on the Purchase Price, as adjusted herein plus applicable GST and Sales Taxes;
  - (ii) the General Conveyance in the form attached as Schedule "D", duly executed by Purchaser;
  - (iii) the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Purchaser;
  - (iv) where required, the Specific Conveyances, duly executed by Purchaser, to the extent prepared on or before the Closing Date by Purchaser;
  - (v) evidence of deposit of cash or letters of credit required to perform all financial obligations referred to in Section 2.12(b) have been deposited in trust with the solicitors for Purchaser; and
  - (vi) such other documents as may be specifically required hereunder or as may be reasonably requested by Vendor upon reasonable notice to Purchaser.

## **2.6 Specific Conveyances**

The Parties shall cooperate in the preparation of the Specific Conveyances. Purchaser shall use reasonable efforts to prepare and provide to Vendor for Vendor's review all Specific Conveyances at Purchaser's sole cost and expense as soon as reasonably practicable. The Parties shall execute such Specific Conveyances as soon as reasonably practicable. 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 promptly register and/or distribute (as applicable) all such Specific Conveyances, and Purchaser 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 any paper originals, paper photocopies where originals are not available, or electronic copies where neither paper originals or photocopies are available, of the Title Documents and any other agreements, files and documents to which the Assets are subject, to the extent any such contracts, agreements, records, books, documents, licences, reports and data as comprise the Miscellaneous Interests are available and are in the possession of Vendor.

## **2.8 Form of Payment**

All payments to be made pursuant to this Agreement shall be in Canadian funds. All payments to be made pursuant to this Agreement shall be made by wire transfer.

## 2.9 Deposit

The Parties acknowledge that a deposit in the amount of [REDACTED], representing [REDACTED] of the Purchase Price, will be delivered by Purchaser to the Vendor, upon execution of this Agreement, and released only in accordance with the provisions of this Section 2.9 (the "Deposit").

The Deposit shall be held by the Vendor in a non-interest bearing account until one of the following events occurs:

- (a) if Closing occurs, the Deposit shall be paid to Vendor at Closing for Vendor's own account absolutely and be applied as partial payment of the Purchase Price;
- (b) if Closing does not occur due to: (i) a failure to fulfill the conditions set forth in Section 4.2; or (ii) a material breach of a material term of this Agreement by Vendor or by failure of Vendor to fulfill the conditions set forth in Section 4.3, the Deposit shall be returned to Purchaser by Vendor for the account of Purchaser absolutely; and
- (c) if Closing does not occur due to any reason other than as addressed by Section 2.9(b) (including but not limited to the failure by Purchaser to comply with its obligations under Section 2.12 or the refusal of the Regulator to approve the transfer of any Assets to Purchaser for any reason), the Deposit shall be forfeited to Vendor for the account of Vendor absolutely.

In the event that this Agreement is terminated as a result of the application of Section 2.9(b) or 2.9(c), each Party shall be released from all obligations under or in connection with this Agreement, other than the provisions with respect to confidentiality (Section 12.12) and the use of personal information (Section 12.15).

## 2.10 Damages

The Parties agree that the amount of the Deposit constitutes their genuine estimate of all damages that will be suffered by Vendor as a result of Closing not occurring and Vendor shall retain the Deposit pursuant to Section 2.9(c) and the Deposit shall constitute liquidated damages to Vendor, and not a penalty of Closing not occurring as described in that subsection.

## 2.11 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 [REDACTED]

Purchaser [REDACTED]



Purchaser shall be responsible for the payment of any amount of GST payable in respect of its purchase of the Assets pursuant hereto and any interest and penalties payable in respect of such additional GST and shall indemnify and save harmless Vendor in respect thereof. Purchaser's indemnity obligations in this Section 2.11(a) shall survive the Closing Date indefinitely.

(b) Sales Taxes

The Parties acknowledge that the Purchase Price is exclusive of all applicable Sales Taxes. Purchaser shall be solely responsible for the payment of 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 within the required time period and shall file when due 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 advance to Vendor, or if Vendor has already paid same, reimburse Vendor the full amount of such Sales Taxes upon delivery to Purchaser of copies of assessments or receipts, as applicable, showing assessment or payment, as applicable, 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. Purchaser's indemnity obligations in this Section 2.11(b) shall survive the Closing Date indefinitely. Regulator

- (c) Prior to Vendor obtaining the Vesting Order, Purchaser shall provide Vendor with Purchaser's business associate code for the Regulator.
- (d) Prior to Vendor obtaining the Vesting Order, Purchaser shall provide to the Regulator the documentation required by the Regulator to conduct a pre-transfer liability assessment and Purchaser shall promptly deliver thereafter any amounts (in such form as is acceptable to the Regulator), required by the Regulator as a result of Purchaser's requirements under the applicable Governmental Authority Licensee Liability Management Program in order to facilitate a timely Closing. Purchaser further undertakes to make any additional payments and lodge any security required by the Regulator at and subsequent to the time the Licence Transfers, if any, are effected.
- (e) Purchaser agrees to provide to Vendor, within a reasonable time prior to Closing and no later than five Business Days prior to Closing, confirmation that cash or letters of credit required to perform all financial obligations referred to in the above subsection 2.12(b) in form or substance reasonably acceptable to the Regulator have been deposited in trust with the solicitors for Purchaser together with irrevocable instruction to pay and deliver such amounts or letters of credit immediately when due as a result of Closing. Purchaser acknowledges that the

financial obligations referred to in subsection 2.12(b) are not included as part of the Purchase Price.

### ARTICLE 3

### ARTICLE 4 CONDITIONS OF CLOSING

#### 4.1 Required Consents

- (a) Before Closing, each of the Parties shall use all reasonable efforts to obtain any and all approvals required under Applicable Law to permit closing of the Transaction. The Parties acknowledge that, except for the Vesting Order, 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, remedial work or other documentation 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.
- (b) Notwithstanding anything to the contrary herein, except for the Vesting Order, it is the sole obligation of Purchaser to obtain any Third Party consents, permissions or approvals that are required in connection with the assignment of Houston's interest in any Miscellaneous Interests including remedying any deficiencies under any assumed contracts and agreements, at Purchaser's sole cost and expense. Upon providing prior written notice and sufficient documentary support, all reasonable and necessary costs, fees, expenses, penalties or levies that are incurred by Vendor in order to effect the assignment of the Assets to Purchaser shall be the sole responsibility of Purchaser, and Purchaser agrees to pay on behalf of Vendor any such reasonable and necessary costs, fees, expenses, penalties or levies on a timely basis.

#### 4.2 Mutual Conditions

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

- (a) the Vesting Order being obtained; and
- (b) no stay or appeal or application to vary the Vesting Order shall have been filed with the Court at any time by Vendor or any other Person on or before the Closing.

Unless otherwise agreed to by the Parties, if the conditions contained in this Section 4.2 have not been performed, satisfied or waived before the Outside Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement (other than under Sections 12.12 and 12.15) shall automatically terminate without any further action on the part of either Vendor or Purchaser.

#### **4.3 Purchaser's Conditions**

The obligation of Purchaser to purchase Houston'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:

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and shall remain true as of the Closing Date; and
- (b) 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 Outside Date, Purchaser may rescind this Agreement by written notice to Vendor. If Purchaser rescinds this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in Sections 2.9, 12.12 and 12.15.

#### **4.4 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:

- (a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and shall remain true 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;
- (c) prior to Closing occurring (but subject to Purchaser being in full compliance with Section 2.12), the Regulator shall have provided positive indications of approval of the Licence Transfers by Vendor and Purchaser; and
- (d) all amounts to be paid by Purchaser to Vendor at Closing, including the Purchase Price, shall have been paid to Vendor in the form stipulated in this Agreement.

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 Outside Date, Vendor may rescind this Agreement by written notice to Purchaser. If Vendor rescinds this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in Sections 2.9, 12.12 and 12.15.

#### **4.5 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 5 REPRESENTATIONS AND WARRANTIES**

### **5.1 Representations and Warranties of Vendor**

Vendor makes only the following representations to Purchaser, which representations shall not survive Closing:

- (a) subject to obtaining the Vesting Order, Vendor has the right to enter into this Agreement and to complete this Transaction; and
- (b) subject to obtaining the Vesting Order, this Agreement is, and all documents executed and delivered pursuant to this Agreement will be, legal, valid and binding obligations of Vendor enforceable against it in accordance with their terms.

### **5.2 Representations and Warranties of Purchaser**

Purchaser makes the following representations and warranties to Vendor and agrees that Vendor is relying on such representations and warranties for the purposes of entering into this Agreement:

- (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) 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 licence applicable to Purchaser;
- (e) 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) 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 requirements 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 acquiring the Assets in its capacity as principal and is not purchasing the Assets for the purpose of resale or distribution to a Third Party, and is dealing at arm's length with Vendor (as such term is interpreted by the Regulator);
- (j) Purchaser holds, or is eligible to hold and at Closing will hold a business associate code from the Regulator making it eligible to hold the licences which are the subject of the Licence Transfers, if any, in the province in which they are situated;
- (k) Purchaser has and will have at Closing a sufficient Liability Management Rating required by the Regulator and will have at Closing delivered and lodged any security required by the Regulator in order to comply with the Regulator's Licensee Liability Management Program to facilitate a timely Closing and Purchaser is not aware of any fact or circumstance that could prevent or delay the transfer of any permits or licenses relating to or forming part of the Assets as contemplated in this Agreement;
- (l) Purchaser is in compliance with all the requirements of all Governmental Authorities, including the Regulator;
- (m) Purchaser is not a non-resident of Canada within the *Income Tax Act* (Canada); and
- (n) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act*.

### 5.3 Limitation of Representations by Vendor

- (a) Subject to Section 5.1, 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. Houston's interest in and to the Assets shall be purchased by Purchaser 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 and the Wells, including the wellbores thereof and all casing, tubing and packers therein);
  - (vi) the availability or continued availability of facilities, services or markets for the processing, transportation or sale of any Petroleum Substances;
  - (vii) the accuracy or completeness of the Data Room Information or any other data materials, representations, warranties or statements made, direct or indirect, express or implied, or information supplied related to the Assets (whether supplied by Vendor, its representatives or otherwise);
  - (viii) the ownership interest of the Assets;
  - (ix) the suitability of the Assets for any purpose;
  - (x) compliance with Applicable Laws; or
  - (xi) 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 Houston'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) 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 any evaluations, projections, reports, assessments and interpretive or non-factual materials prepared by or for Vendor, or otherwise in Vendor's possession.

**ARTICLE 6  
INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES**

**6.1 Purchaser's Indemnities for Representations and Warranties**

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor's Representatives from and against, all Losses suffered, sustained, paid or incurred by Vendor or its Representatives which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in Section 5.2 been accurate and truthful.

**6.2 Survival of Claim for Representations and Warranties**

The representations and warranties in Section 5.2 shall be true as of the date hereof and shall remain true on the Closing Date, for the benefit of Vendor. Purchaser's representations and warranties shall survive the Closing Date for a period of 12 months.

**ARTICLE 7  
INDEMNITIES**

**7.1 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, expenses, Claims, 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 arising or accruing before or after the Closing Date.

**7.2 Environmental Matters and Abandonment and Reclamation Obligations**

Purchaser acknowledges that, insofar as the Environmental condition of the Assets is concerned, Purchaser is acquiring the Assets pursuant hereto on an "as is, where is" basis. Purchaser acknowledges that it is familiar and satisfied with the condition of the Assets, including the past and present use of the Lands, the Tangibles and the Wells (including the wellbores thereof and all casing, tubing and packers therein), 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, or as to any 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 and its Representatives 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 Vendor 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 both to Third Parties and as between Vendor and Purchaser (whether such Environmental Liabilities and Abandonment and Reclamation Obligations occur or accrue prior to, on or after the Effective Time), and hereby releases Vendor from any Claims Purchaser may have against Vendor with respect to all such liabilities and responsibilities. Without restricting the generality of the foregoing, Purchaser shall be responsible for all Environmental Liabilities and Abandonment and Reclamation Obligations (whether such Environmental Liabilities and all Abandonment and Reclamation Obligations occur or accrue prior to, on or after the Effective Time) in respect of the Lands, Wells and Facilities. This assumption of liability and indemnity by Purchaser shall apply without limit and without regard to cause or causes, including the negligence (whether sole, concurrent, gross, active, passive, primary or secondary) or the wilful or wanton misconduct or recklessness of any or all of Vendor, its Representatives and their respective successors and assigns or any other Person or otherwise. Purchaser further acknowledges and agrees that it shall not be entitled to any rights or remedies as against Vendor or its Representatives, or their respective successors and assigns under the common law or statute pertaining to any Environmental Liabilities and Abandonment and Reclamation Obligations, including the right to name any or all of Vendor, its Representatives, and their respective successors and assigns as a 'third party' to any action commenced by any Person against Purchaser. Purchaser's assumption of liability and the indemnity obligations set forth in this Section 7.2 shall survive the Closing Date indefinitely.

### 7.3 Third Party Claims

The following procedures shall be applicable to any Claim by Vendor (the "**Indemnitee**") for indemnification pursuant to this Agreement from Purchaser (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 30 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 30 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 take either or both of the following actions:



- (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, and provided a full and final unconditional release in favour of Vendor and its Representatives is obtained in form and substance satisfactory to Vendor;
- (c) if the Indemnitor acknowledges to the Indemnitee in writing that the Indemnitor is responsible to indemnify the Indemnitee in respect of a Third Party Claim pursuant hereto, 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, conditioned or delayed), unless the Indemnitee waives its rights to indemnification in respect of the Third Party Claim;
- (d) each Party shall co-operate with the other Party in the defence of the Third Party Claim, including making available such of its personnel to the other Party and its Representatives whose assistance, testimony or presence is of material assistance in evaluating and defending 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 do such things to co-operate with the Indemnitor to permit the Indemnitor to pursue such subrogated Claims as reasonably requested from 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 which results in the Indemnitee receiving, in the aggregate, more than the amount of the Third Party Claim, the Indemnitee shall promptly pay the amount of the reimbursement (including interest actually received) in excess of the Third Party Claim to the Indemnitor, net of taxes required to be paid by the Indemnitee as a result of any such receipt.

## **ARTICLE 8 ADJUSTMENTS AND ASSUMPTION OF OBLIGATIONS**

### **8.1 Assumption of Obligations**

- (a) Provided Closing has occurred, Purchaser confirms that it has assumed the following obligations of the Vendor or Houston, as applicable, including the payment of any amounts in respect thereof and all applicable interest and penalties, whensoever and howsoever the following obligations arose (including after the Appointment Date):
- (i) Property taxes, including any municipal property taxes;

- (ii) Mineral lease royalties and rentals;
- (iii) Surface lease rentals; and
- (iv) Any other obligation related to the Assets or arising from ownership of the Assets which is adjusted for in accordance with this ARTICLE 7.

Purchaser agrees to pay the required amounts either directly to the applicable Person or to the Vendor if the Vendor is required to make the payment, and in such case, the Vendor will thereafter ensure such amounts are paid to the applicable Person.

## **8.2 Other Costs and Revenues to be Apportioned**

- (a) Except as set out in Section 7.1 and subject to Section 7.2(b) and 7.2(c) below, all other costs and expenses relating to the Assets (including maintenance, development, capital and operating costs) and all revenues relating to the Assets (including proceeds from the sale of production, if any, and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties) shall be apportioned as of the Effective Time between Vendor and Purchaser on an accrual basis in accordance with generally accepted accounting principles, provided that:
  - (i) Advances made by Vendor or Houston in respect of the cost of operations on Lands or the Wells, Pipelines or Facilities including in the Assets which advances have not been applied by the operator to the payment of costs prior to the Closing Date and still stand to the credit of Houston or Vendor as at the Closing Date shall be transferred to Purchaser at Closing and an adjustment will be made in favour of Vendor equal to the amount of such transferred advance;
  - (ii) Deposits placed with respect to the Assets made by Houston or Vendor relative to the operations on the Lands that have not been applied by the operator to the payment of costs prior to the Closing Date and still stand to the credit of Houston or Vendor as at the Closing Date shall be returned to Vendor;
  - (iii) Costs and expenses of work done, services provided and goods supplied shall be deemed 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 adjustment shall be made in respect of Houston'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; and

- (vi) Petroleum Substances that were produced beyond the wellhead, but not sold as of the Effective Time shall be credited to Vendor and will be deemed to be sold on a first-in-first-out basis.
- (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, cost or expense which relates to the period which arose prior to the Date of Appointment and which cost or expense does not constitute a liability of Purchaser.
- (c) 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 cost or expense which relates to any reassessment of royalties arising or accruing before or after the Closing Time.

### 8.3 Adjustments to Account

- (a) An interim accounting of the adjustments pursuant to Section 7.1 shall be made at Closing, based on Vendor's good faith estimate of the costs and expenses paid by Vendor pursuant 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 an interim statement of adjustment setting forth the adjustments to be made at Closing not later than five (5) Business Days prior to Closing and shall assist Purchaser in verifying the amounts set forth in such statement.
- (b) A final accounting of the adjustments pursuant to Section 7.1 shall be conducted, if required, within 60 days following the Closing Date (the "**Final Statement of Adjustments**") by Vendor and Purchaser, 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 15 Business Days of being notified of the determination of the amount owing.
- (c) All adjustments provided for in this Article shall be adjustments to the Purchase Price and shall be allocated to the Petroleum and Natural Gas Rights.

## ARTICLE 9 MAINTENANCE OF ASSETS

### 9.1 Maintenance of Assets

From the date hereof until the Closing Date, Vendor shall use reasonable commercial efforts, to the extent that the nature of its interest permits, and subject to the Receivership Order:

- (a) maintain the Assets in a proper and prudent manner in material compliance with all Applicable Laws and directions of Governmental Authorities; and
- (b) pay or cause to be paid all costs and expenses relating to the Assets which become due from the date hereof to the Closing Date,

provided that nothing contained in the foregoing or elsewhere in this Agreement shall obligate Vendor to post security, make any other financial contribution or file any undertaking with the Regulator with respect to the Licensee Liability Rating Program or any like program.

## 9.2 Consent of Purchaser

Notwithstanding Section 9.1, Vendor shall not from the date hereof to the Closing Date, without the written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed:

- (a) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Assets of which Vendor's share is in excess of \$50,000, except: (i) in case of an emergency; (ii) as may be reasonably necessary to protect or ensure life and safety; (iii) to preserve the Assets or title to the Assets; or (iv) 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 Purchase Price;
- (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 to Vendor in a timely fashion, in which event the Assets in question shall be surrendered or abandoned without abatement or reduction in the Purchase Price;
- (c) other than in ordinary course of business, materially amend or terminate any Title Document or enter into any new material agreement or commitment relating to the Assets; or
- (d) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof excepting: pursuant to Preferential Purchase Rights; sales of non-material obsolete or surplus equipment; or sales of the Leased Substances in the normal course of business.

## 9.3 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 9.2, 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 48 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 Purchase Price if Vendor's interest therein is terminated as a result of such election and such termination shall not constitute a failure of Vendor's representatives and warranties relating to such Assets.

#### **9.4 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, or cause to be delivered, to Purchaser all revenues, proceeds and other benefits received by Vendor with respect to the Assets, provided that Vendor shall 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) Purchaser shall, in a timely manner, deliver to Vendor 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 Purchaser shall respond to such notices in consultation with the Vendor, if received on a timely basis; and
- (d) Purchaser shall, in a timely manner and in consultation with the Vendor, 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.

#### **9.5 Licence Transfers**

- (a) Subject to the provisions of Section 9.7 hereof, to the extent applicable, within five Business Days following Closing, Purchaser shall prepare, at its sole cost and expense and, where applicable, electronically submit to the applicable

Governmental Authorities, the Licence Transfers (other than in respect of the Excluded Licences), if any, and Vendor or its nominee shall, where applicable, electronically ratify and concur to such Licence Transfers.

- (b) If a Governmental Authority denies a Licence Transfer because of misdescription or other minor deficiencies in the application, Purchaser shall, as soon as practicable, correct the application and amend and re-submit the Licence Transfer application. Vendor or its nominee shall, where applicable, electronically ratify and concur to such Licence Transfer.
- (c) If for any reason, a Governmental Authority requires a Party or its nominee to make a deposit or furnish any other form of security to approve or give effect to a Licence Transfer, or undertake any corrective action or remedial work including inspections, tests or engineering assessments, Purchaser shall make such deposit or furnish such other form of security or undertake such corrective or remedial work as may be required, at Purchaser's sole expense. All Licence Transfer processing fees (including any fees required to be paid for expedited service) shall be for Purchaser's account.
- (d) If a Governmental Authority denies any or all Licence Transfers, it will not derogate in any way from Purchaser's obligation to pay the full Purchase Price to Vendor.

#### **9.6 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 9, Vendor shall be deemed to have been Purchaser's agent hereunder. Purchaser ratifies all actions taken by Vendor or refrained from being taken by Vendor pursuant to this Article 9 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 9, 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) 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 9 or as a result of Vendor taking or omitting to take any action in accordance with Purchaser's instruction (including any election deemed to be made pursuant to Section 9.3(b)) or concurrence, or otherwise in accordance with this Agreement. Purchaser's indemnity obligations in this Section 9.6(c) shall survive the Closing Date indefinitely.

## **9.7 Transfer of Operatorship**

Insofar as Vendor operates any of the Assets, Purchaser acknowledges that Vendor is not able to transfer operatorship of some or all of such Assets to Purchaser at or after Closing. Should a Third Party take over operatorship of some or all of the Assets whether after receiving change of operatorship notices from Vendor of the sale of its interest, or otherwise, Purchaser acknowledges that such Licences (including without limitation the Excluded Licences) will be transferred to the successor operator at or following Closing and that Purchaser shall not contest any such succession of operatorship or transfer of Licences except as otherwise provided in the applicable operating agreements after Closing and such succession and transfer.

## **ARTICLE 10 PREFERENTIAL PURCHASE RIGHTS**

### **10.1 Preferential Purchase Rights**

- (a) Schedule "C" provides a description of which, if any, of the Assets are subject to Preferential Purchase Rights so far as Vendor is aware.
- (b) Purchaser shall, immediately following execution of this Agreement, provide its good faith estimate of the value of the applicable Asset(s) to Vendor, and such value shall be set forth in the notices.
- (c) Vendor shall, within two Business Days of receipt of the good faith estimates described in Section 9.1(b), serve all notices as are required in conjunction with any Preferential Purchase Rights.
- (d) Purchaser shall be liable to Vendor for, and shall, in addition, save and hold harmless and indemnify Vendor from and against, all Losses that may be brought against, suffered, sustained, paid or incurred by Vendor in connection with or that relate in any way directly or indirectly to the use of Purchaser's allocation of value.
- (e) If a Preferential Purchase Right is exercised, the Assets that are subject thereto shall not be sold to Purchaser pursuant hereto but shall be deleted from and cease to be subject to this Agreement and the Purchase Price shall be reduced by the amount allocated to such Asset. Purchaser shall nevertheless purchase the Assets that are not subject to exercised Preferential Purchase Rights.

## **ARTICLE 11 PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS**

### **11.1 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 Houston's records, books, accounts, documents, files, reports, information, materials, filings, and data, to the extent they relate directly to the Assets and are in possession of Vendor, as well as physical access to the Assets (insofar as Vendor can reasonably provide such access, with such access to be at Purchaser's sole risk, expense and liability) to facilitate

Purchaser's review of the Assets and title thereto for the purpose of completing this Transaction. Purchaser shall indemnify and save harmless Vendor from and against all liabilities, claims and causes of action for personal injury, death or property damage occurring on or to such property as a result of such entry onto the premises. Purchaser shall comply fully with all rules, regulations and instructions issued by Vendor regarding Purchaser's actions while upon, entering or leaving such properties. Purchaser's obligations set forth in this Section 11.1 shall survive the Closing Date indefinitely.

### **11.2 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's Representative 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, licences, 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, including for purposes relating to:

- (a) 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 Vendor.

### **11.3 Maintenance of Information**

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

## **ARTICLE 12 GENERAL**

### **12.1 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.

### **12.2 Receiver**

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



### **12.3 Entire Agreement**

Except for the Receivership Order and the Vesting Order, 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, except for the Receivership Order and the Vesting Order, the provisions of this Agreement shall prevail. In the event that Closing occurs, except for the Receivership Order and the Vesting Order, this Agreement supersedes all other agreements (other than the Confidentiality Agreement between Vendor and Purchaser), 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 Transaction herein.

### **12.4 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 and all disputes shall be determined within the proceedings bearing Alberta Court of Queen's Bench Court Action: 1901-14615. 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.

### **12.5 Signs and Notifications**

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

### **12.6 Assignment and Enurement**

This Agreement shall not be assigned by Purchaser without the prior written consent of Vendor, 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.

### **12.7 Time of Essence**

Time is of the essence in this Agreement.

### **12.8 Notices**

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

Vendor - BDO Canada Limited  
110, 5800 2nd Street SW  
Calgary, Alberta T2H 0H2

Attention: Marc Kelly  
Fax: 403-640-0591  
Email: mkelly@bdo.ca

Purchaser SEOL ENERGY INC.  
100, 111 5<sup>th</sup> Avenue S.W.  
Calgary, Alberta. T2P 3Y6

Attention: Samson Effiong  
Fax: 403-263-1679  
Email: seffiong@seolenergy.com

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; or
- (c) 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 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.

### **12.9 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.

### **12.10 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 and made in accordance with the Agreement. 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.

#### **12.11 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.

#### **12.12 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 this Agreement, 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 to the public if required by Applicable Law (provided that Purchaser shall advise Vendor in advance of the content of any such public statement); (ii) in connection with obtaining the Vesting Order; or (iii) as required by Houston's secured creditors, if any or the Orphan Well Association.

#### **12.13 Sealing Order**

Vendor may, at its discretion, apply to the Court for a sealing order with respect to a report prepared by Vendor containing the financial and other confidential details of this Transaction (the "**Confidential Report**"), such order sealing Vendor's Confidential Report and the confidential information contained therein from the public court file for the period directed by the Court. Pursuant to the terms of such sealing order applied for by Vendor, if granted, only the judge presiding over the Receivership Proceedings, Purchaser and their respective Representatives and the secured creditors of Vendor who have executed confidentiality agreements, and subject to the terms of those confidentiality agreements, shall have access to Vendor's Confidential Report and the confidential information contained therein.

#### **12.14 Termination**

This Agreement may be terminated at any time prior to Closing:

- (a) by mutual written agreement of Vendor and Purchaser; or
- (b) by either Vendor or Purchaser pursuant to the provisions of Sections 4.2, 4.3 or 4.4, as applicable.

In the event of termination of this Agreement, the Deposit shall be addressed in accordance with Section 2.9.

**12.15 Personal Information**

Purchaser covenants and agrees to use and disclose any personal information contained in any of the books, records or files transferred to Purchaser or otherwise obtained or reviewed by Purchaser in connection with the Transaction only for those purposes for which it was initially collected from or in respect of the individual to which such information relates, unless:

- (a) Vendor or Purchaser has first notified such individual of such additional purpose, and where required by the Applicable Laws, obtained the consent of such individual to such additional purpose; or
- (b) such use or disclosure is permitted or authorized by Applicable Laws, without notice to, or consent from, such individual.
- (c) Purchaser's obligations set forth in this Section 12.15 shall survive the Closing Date indefinitely.

*(Remainder of page intentionally left blank)*

**12.16 Counterpart Execution**

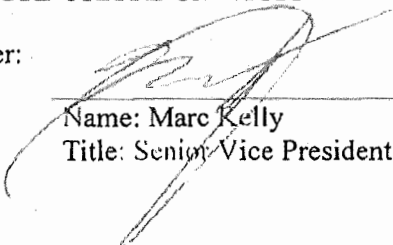
This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

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

**BDO CANADA LIMITED AS COURT  
APPOINTED RECEIVER AND  
MANAGER OF HOUSTON OIL & GAS  
LTD. AND NOT IN ITS PERSONAL OR  
CORPORATE CAPACITY**

**SEOL ENERGY INC.**

Per:



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Name: Marc Kelly  
Title: Senior Vice President

Per:



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Name: Samson Effiong  
Title: President

THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED ~~DAVE~~ <sup>September 29, 2020</sup> BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND SEOL ENERGY INC.

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**Lands and Petroleum and Natural Gas Rights**

**See attached August 8<sup>th</sup>, 25 page Houston Oil & Gas Ltd Mineral Schedule "A" Report\*\*\***

(\*\*\* Note Wells crossed out are NOT included in acquisition).

THE FOLLOWING COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED <sup>September 29, 2020</sup> [DATE] BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND SEOL ENERGY INC.

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**Wells and Facilities**

**Wells**

<b><u>License Number</u></b>	<b><u>UWI</u></b>
0260693	100/01-29-020-25W4/0
0054369	100/06-04-021-25W4/0
0133837	100/06-34-020-25W4/0
0071838	100/07-07-020-25W4/0
0268691	100/08-31-020-25W4/0
0243989	100/09-28-020-25W4/0
0049508	100/10-12-020-26W4/0
0044460	100/10-17-020-25W4/0
0053190	100/10-32-020-25W4/0
0335237	100/11-33-020-25W4/0
0259330	100/12-08-020-25W4/0
0275797	100/13-13-020-26W4/0
0259326	100/13-20-020-25W4/0
0291892	100/13-35-020-25W4/0
0261448	100/15-16-020-25W4/0
0280517	100/16-30-020-25W4/0

**Pipelines**

**License Number**

676  
42231  
24093  
36595  
10197  
20299

**Facilities**

<b><u>License Number</u></b>	<b><u>Location</u></b>	<b><u>Description</u></b>
F21805	1-7-20-25 W4	Gas Plant
F26445	7-20-20-25 W4	Compressor



THE FOLLOWING COMPRISES SCHEDULE "C" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED <sup>September 29, 2020</sup> [DATE] BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND SEOL ENERGY INC.

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**Preferential Purchase Rights**

NONE.

THE FOLLOWING COMPRISES SCHEDULE "D" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED <sup>September 29, 2020</sup> [DATE] BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND SEOL ENERGY INC.

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THIS GENERAL CONVEYANCE made as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

**BETWEEN:**

**BDO CANADA LIMITED IN ITS CAPACITY AS  
RECEIVER AND MANAGER OF HOUSTON OIL & GAS  
LTD. AND NOT IN ITS PERSONAL OR CORPORATE  
CAPACITY**

(collectively, the "Vendor")

- and -

**SEOL ENERGY INC. (the "Purchaser")**

**WHEREAS** Vendor wishes to sell, and Purchaser wishes to purchase, the Assets subject to and in accordance with the terms and conditions contained herein;

**NOW THEREFORE** for the consideration provided in the Purchase Agreement and in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the Parties covenant and agree as follows:

**1. Definitions**

In this General Conveyance, including the recitals hereto, the definitions set forth in the Purchase Agreement are adopted herein by reference and, in addition:

**"Purchase Agreement"** means that Purchase and Sale Agreement dated [date] between **BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY** and **SEOL ENERGY INC.**

**2. Conveyance**

Pursuant to and for the consideration provided for in the Purchase Agreement, Vendor hereby sells, assigns, transfers, conveys and sets over to Purchaser the entire right, title, estate and interest of Houston in and to the Assets, to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom.

**3. Subordinate Document**

This General Conveyance is executed and delivered by the Parties pursuant to the Purchase Agreement and the provisions of the Purchase Agreement shall prevail in the event of a conflict between the provisions of the Purchase Agreement and the provisions of this General Conveyance.

**4. No Merger**

The covenants, representations, warranties and indemnities contained in the Purchase Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall be no merger of any covenant, representation, warranty or indemnity contained in the Purchase Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.

**5. Governing Law**

This General Conveyance shall be subject to and interpreted, construed and enforced in accordance with 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.

**6. Enurement**

This General Conveyance shall be binding upon and shall enure to the benefit of each of the Parties and their respective administrators, trustees, receivers, successors and assigns.

**7. Further Assurances**

Each Party will, from time to time and at all times hereafter, at the request of the other Party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

**8. Counterpart Execution**

This Agreement may be executed in counterpart and by facsimile or other electronic means and all such executed counterparts together shall constitute one and the same agreement.

**IN WITNESS WHEREOF** the Parties have executed this General Conveyance on the date first above written.

**BDO CANADA LIMITED IN ITS  
CAPACITY AS RECEIVER AND  
MANAGER OF HOUSTON OIL & GAS  
LTD. AND NOT IN ITS PERSONAL OR  
CORPORATE CAPACITY**

Per:

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Name:  
Title:

**SEOL ENERGY INC.**

Per:

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Name: Samson Effiong  
Title: President

THE FOLLOWING COMPRISES SCHEDULE "E" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED <sup>September 29, 2020</sup> [DATE] BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND SEOL ENERGY INC.

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**[VENDOR'S][PURCHASER'S] OFFICER'S CERTIFICATE**

**TO:** [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")]

**RE:** Purchase and Sale Agreement dated [date] between Vendor and Purchaser (the "Agreement")

Unless otherwise defined herein, the definitions provided for in the Agreement are adopted in this certificate (the "Certificate").

I, [Name], [Position] of [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")] hereby certify that as of the date of this Certificate:

1. Each of the covenants, representations and warranties of the [Vendor][Purchaser] contained in Article 4 of the Agreement were true and correct in all material respects when made and remain true and correct in all material respects up to the Effective Time.
2. All obligations of [Vendor] [Purchaser] contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.
3. This Certificate is made for and on behalf of the [Vendor] [Purchaser] and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.
4. This Certificate is made with full knowledge that the [Vendor] [Purchaser] is relying on the same for the Closing of the Transaction.

IN WITNESS WHEREOF I have executed this Certificate this \_\_\_ day of \_\_\_\_\_, 2020.

[Name of Vendor/Purchaser]

Per: \_\_\_\_\_  
Name:  
Title:

THE FOLLOWING COMPRISES SCHEDULE "F" ATTACHED TO AND FORMING PART  
OF A PURCHASE AND SALE AGREEMENT DATED <sup>September 29, 2020</sup> ~~DATE~~ BETWEEN BDO CANADA  
LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS  
LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND SEOL ENERGY  
INC.

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**VESTING ORDER**

COURT FILE NUMBER 1901-14615  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF ORPHAN WELL ASSOCIATION  
DEFENDANT HOUSTON OIL AND GAS LTD.  
DOCUMENT **APPROVAL AND VESTING ORDER**  
(Sale by Receiver)

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Borden Ladner Gervais LLP**  
1900, 520 – 3<sup>rd</sup> Avenue S.W.  
Calgary, AB T2P 0R3

**Attention: Jack R. Maslen**  
Telephone: (403) 232-9790  
Email: jmaslen@blg.com

**DATE ON WHICH ORDER WAS PRONOUNCED: October 8, 2020**

**LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice Shelley**

**UPON THE APPLICATION** by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertakings, property and assets of Houston Oil and Gas Ltd. (the “**Debtor**”) for an order (i) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and Seol Energy Inc. (the “**Purchaser**”) dated September 29, 2020, a redacted copy of which is appended as an Appendix to the Supplement to the Second Report of the Receiver dated September 30, 2020 (the “**Supplement to the Second Report**”) and an unredacted copy of which is appended as a Confidential Appendix to the Supplement to Second Report, and (ii) vesting in the Purchaser (or its nominee) the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”);

**AND UPON HAVING READ** the Receivership Orders dated October 29, 2019 and June 30, 2020 (together, the “**Receivership Order**”), the Supplement to the Second Report, the Confidential Appendices to the Supplement to the Second Report, the Second Report of the Receiver dated August 24, 2020 (the “**Second Report**”), the Confidential Supplement to the Second Report dated August 24, 2020 (the “**Confidential Supplement**”), the Affidavit of Service, and such additional pleadings and proceedings had and taken in this action; **AND UPON HEARING** the submissions from counsel for the Receiver and counsel for any other interested parties appearing at the hearing of this application, which occurred via WebEx Video Conference, having regard to the Court’s procedures for the COVID-19 pandemic;

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

**SERVICE**

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

**APPROVAL OF TRANSACTION**

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

**VESTING OF PROPERTY**

3. Subject only to approval by the Alberta Energy Regulator (“**Energy Regulator**”) of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta) upon delivery of a Receiver’s certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule “A”** hereto (the “**Receiver's Closing Certificate**”), all of the



Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) Alberta Energy (“**Energy Ministry**”) shall and is hereby authorized, requested and directed to forthwith:
- (i) cancel and discharge those Claims including builders’ liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and
  - (ii) transfer all Crown leases listed in **Schedule “E”** to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;
- (b) the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the

Sale Agreement, other than any required approval by the Energy Regulator referenced in paragraph 3 above.

7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
9. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing,

asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
11. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
12. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
13. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

#### **MISCELLANEOUS MATTERS**

14. Notwithstanding:
  - (a) the pendency of these proceedings and any declaration of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;

- (c) any assignment in bankruptcy made in respect of the Debtor; and
- (d) the provisions of any federal or provincial statute:

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

- 15. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 17. Service of this Order shall be deemed good and sufficient by:
  - (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;

- (iv) the Purchaser or the Purchaser's solicitors; and
- (b) Posting a copy of this Order on the Receiver's website at:  
[https://relieffromdebt.ca/houston-oil-gas-ltd./](https://relieffromdebt.ca/houston-oil-gas-ltd/)

and service on any other person is hereby dispensed with.

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

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Justice of the Court of Queen's Bench of Alberta

## Schedule "A"

## Form of Receiver's Certificate

COURT FILE NUMBER	1901-14615
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ORPHAN WELL ASSOCIATION
DEFENDANT	HOUSTON OIL AND GAS LTD.
DOCUMENT	<b>RECEIVER'S CERTIFICATE</b>

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<b>Borden Ladner Gervais LLP</b> 1900, 520 – 3 <sup>rd</sup> Avenue S.W. Calgary, AB T2P 0R3
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**Attention: Jack R. Maslen**  
Telephone: (403) 232-9790  
Email: jmaslen@blg.com

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice K. Eidsvik of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated October 29, 2019, Hardie & Kelly Inc. (as now substituted with BDO Canada Limited pursuant to an Order of the Court dated June 30, 2020) was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Houston Oil and Gas Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated October 8, 2020, the Court approved the agreement of purchase and sale made as of September 29, 2020 (the "**Sale Agreement**") between the Receiver and Seol Energy Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the

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

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

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

**BDO CANADA LIMITED, in its capacity as Receiver of the undertakings, property and assets of Houston Oil and Gas Ltd., and not in its personal capacity.**

**Per;** \_\_\_\_\_

**Name: Marc Kelly**

**Title: Senior Vice President**



**SCHEDULE “B”****Purchased Assets**

The Purchased Assets consist of the Assets (as defined in the Sale Agreement, and each subsequent capitalized term herein having the respective meaning as defined therein), including, without limitation, the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests as described in the attachments to this Schedule “B”, but specifically excluding the Excluded Assets.

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**Lands and Petroleum and Natural Gas Rights**

See attachment Mineral Schedule "A" Report dated August 08, 2020 5:51 pm

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seol**

Report Id: RP-0053

File Number	Title Information	Leads	Owner Interests	Encumbrances	Controlling Contract	Notes
M00893 A	LSE TYPE: CR PNG LEA CR: 31256 LSE DATE: 1973 May 24 EFF DATE: 1973 Mar 09 EXP DATE: 1983 Mar 09 INT TYPE: WI MNRL INT: 100.0 EXT CODE 15	TWP 19 RGE 26 W4M NE 26, SEC 36 TWP 20 RGE 26 W4M SECS 2, 11, 12 NG IN BASAL_BELLY_RIVER_SANDST (UNTIIZED) (ARROWWOOD GAS UNIT NO. 1)	CUR INT: WI HOUSTON OI 98.75% COASTAL RE 0.5% TAQA NORTH 0.75%  REF INT: UNIT HOUSTON OI 93.58983% COASTAL RE 1.677342% TEG OIL&GA 0.43374% TAQA NORTH 2.616008% 1019867 AL 1.80328%  ROYALTY INT SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDTO ABENERGY 100.0%  ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 98.75% PDTO PIONEER OI 100.0%	SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDBY HOUSTON OI 98.75% PDBY COASTAL RE 0.5% PDBY TAQA NORTH 0.75%  NONCONV GOR ALL 5.0% BASED ON 98.75% PDBY HOUSTON OI 100.0%  RELATED CONTRACTS C00142 B CAPL 1971 No ROFR Applies C00782 A ROFR Unknown PS0007 A ROFR Unknown U00001 AR U00001 AU U00001 BV U00001 BW U00001 BX	CUR INT OPER CONT C00142 B CAPL 1971 No ROFR Applies OPER: HOUSTON OI  REF INT OPER CONT U00001 OPER: HOUSTON OI  RELATED CONTRACTS C00142 B CAPL 1971 No ROFR Applies C00782 A ROFR Unknown PS0007 A ROFR Unknown U00001 AR U00001 AU U00001 BV U00001 BW U00001 BX	<del>100/01-11-020-26-W4/02</del> <del>100/07-02-020-26-W4/00</del> <del>100/10-00-010-26-W4/00</del>
M00893 B	LSE TYPE: CR PNG LEA CR: 31256 LSE DATE: 1973 May 24 EFF DATE: 1973 Mar 09 EXP DATE: 1983 Mar 09 INT TYPE: WI MNRL INT: 100.0 EXT CODE 15	TWP 19 RGE 26 W4M NE 26, 36 TWP 20 RGE 26 W4M SECS 2, 11, 12 PNG TO BASE BELLY_RIVER EXCL NG IN BASAL_BELLY_RIVER_SANDST	CUR INT: WI HOUSTON OI 98.75% COASTAL RE 0.5% TAQA NORTH 0.75%  ROYALTY INT SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDTO ABENERGY 100.0%	SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDBY HOUSTON OI 98.75% PDBY COASTAL RE 0.5% PDBY TAQA NORTH 0.75%  NONCONV GOR ALL 5.0% BASED ON 98.75% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00142 B CAPL 1971 No ROFR Applies OPER: HOUSTON OI  RELATED CONTRACTS C00142 B CAPL 1971 No ROFR Applies C00782 A	<del>100/01-11-020-26-W4/00</del> 100/10-12-020-26-W4/00 ✓ <del>100/07-02-020-26-W4/02</del>

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seoi**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contracts	Wells
			ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 98.75% PDTO PIONEER OI 100.0%		ROFR Unknown PS0007 A ROFR Unknown	
M00910 A	LSE TYPE: FH PNG LEA: TWP 20 RGE 25 W4M SEC 7 LSE DATE: 1972 Mar 04 PNG TO BASE BELLY_RIVER EFF DATE: 1972 Mar 04 EXCL NG IN EXP DATE: 1982 Mar 03 BASAL_BELLY_RIVER_SANDST INT TYPE: WI MNRL INT: 50.0 EXT CODE: UNITIZED		CUR INT: WI HOUSTON OI 92.5% COASTAL RE 3.0% TAQA NORTH 4.5%  ROYALTY INT NONCONV LOR ALL 12.5% BASED ON 100.0% PDTO DAVIES, VI 16.68% PDTO DAVIES, JA 33.34% PDTO ESTATE OF 25.0% PDTO ESTATE OF 25.0%  ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 92.6% PDTO PIONEER OI 100.0%	NONCONV LOR ALL 12.5% BASED ON 100.0% PDBY HOUSTON OI 92.5% PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%  NONCONV GOR ALL 5.0% BASED ON 92.6% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT -100/14-07-020-25-W4/00- C00141 A CAPL 1971 -100/14-07-020-25-W4/02- No ROFR Applies OPER: HOUSTON OI 100/07-07-020-25-W4/02 ✓  RELATED CONTRACTS C00141 A CAPL 1971 No ROFR Applies C00577 A ROFR Unknown C00762 A ROFR Unknown PS0007 A ROFR Unknown	
M00910 B	LSE TYPE: FH PNG LEA: TWP 20 RGE 25 W4M SEC 7 LSE DATE: 1972 Mar 04 NG IN EFF DATE: 1972 Mar 04 BASAL_BELLY_RIVER_SANDST EXP DATE: 1982 Mar 03 (UNITIZED) INT TYPE: WI (ARROWWOOD GAS UNIT NO. 1) MNRL INT: 50.0 EXT CODE: UNITIZED		CUR INT: WI HOUSTON OI 92.5% COASTAL RE 3.0% TAQA NORTH 4.5%  REF INT: UNIT HOUSTON OI 93.68963% COASTAL RE 1.677342% TEG OIL&GA 0.43374%	NONCONV LOR ALL 12.5% BASED ON 100.0% PDBY HOUSTON OI 92.5% PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%  NONCONV GOR ALL 5.0%	CUR INT OPER CONT 100/07-07-020-25-W4/00 C00141 J CAPL 1971 No ROFR Applies OPER: HOUSTON OI  REF INT OPER CONT U00001 OPER: HOUSTON OI	

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seol**

Report Id: RP-0053

File Number	Title Information	Lands Title	Seller's Interest	Encumbrances	Operating Contract	Notes
			TQA NORTH 2.516008% 1019867 AL 1.80328%	BASED ON 82.5% PDBY HOUSTON OI 100.0%	RELATED CONTRACTS C00141 J CAPL 1971 No ROFR Applies C00782 A ROFR Unknown PS0007 A ROFR Unknown U00001 AW	
			ROYALTY INT NONCONV LOR ALL 12.5% BASED ON 100.0% PDTO DAVIES, VI 16.66% PDTO DAVIES, JA 33.34% PDTO ESTATE OF 25.0% PDTO ESTATE OF 25.0%			
			ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 82.5% PDTO PIONEER OI 100.0%			
M00911 A	LSE TYPE: FH PNG LEA: TWP 20 RGE 25 W4M SEC 7 LSE DATE: 1972 Mar 04 PNG TO BASE BELLY_RIVER EFF DATE: 1972 Mar 04 EXCL NG IN EXP DATE: 1982 Mar 03 BASAL_BELLY_RIVER_SANDST INT TYPE: WI MNRL INT: 50.0 EXT CODE: UNITIZED		CUR INT: WI HOUSTON OI 92.5% COASTAL RE 3.0% TQA NORTH 4.5%	NONCONV LOR ALL 12.5% BASED ON 100.0% PDBY HOUSTON OI 92.5% PDBY COASTAL RE 3.0% PDBY TQA NORTH 4.5%	CUR INT OPER CONT C00141 A CAPL 1971 No ROFR Applies OPER: HOUSTON OI 100/07-07-020-25-W4/02	<del>100/44-07-020-25-W4/00</del> <del>100/44-07-020-25-W4/02</del>
			ROYALTY INT NONCONV LOR ALL 12.5% BASED ON 100.0% PDTO DENBIGH, W 100.0%	NONCONV GOR ALL 5.0% BASED ON 92.5% POBY HOUSTON OI 100.0%	RELATED CONTRACTS C00141 A CAPL 1971 No ROFR Applies C00577 A ROFR Unknown C00782 A ROFR Unknown PS0007 A ROFR Unknown	
			ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 82.5% PDTO PIONEER OI 100.0%			



**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seoi**

Report Id: RP-0053

File Number	Title Information	Lease	Owner's Interest	Encumbrances	Operating Contracts	Notes
			BASED ON 100.0% PDTO LEIBEL, LI 22.23% PDTO POLLEY, SH 18.87% PDTO WESTERSUND 14.81% PDTO LEGG, TARA 18.87% PDTO WESTERSUND 14.81% PDTO WESTERSUND 14.81%		No ROFR Applies C00577 A ROFR Unknown C00762 A ROFR Unknown PS0007 A ROFR Unknown	
			ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 73.125% PDTO PIONEER OI 100.0%			
M00982 A	LSE TYPE: FH PNG LEA LSE DATE: 2006 Feb 24 EFF DATE: 2006 Feb 24 EXP DATE: NIL INT TYPE: WI MNRL INT: 100.0 EXT CODE: UNITIZED	TWP 20 RGE 25 W4M SE 8 PNG TO BASE BELLY_RIVER EXCL NG IN BASAL_BELLY_RIVER_SANDST	CUR INT: POOLED HOUSTON OI 73.125% COASTAL RE 0.75% TAQA NORTH 1.125% ELMDALE RE 25.0% ROYALTY INT NONCONV LOR BASED ON 100.0% PDTO ELMDALE RE 100.0% ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 73.125% PDTO PIONEER OI 100.0%	NONCONV LOR BASED ON 100.0% PDDBY ELMDALE RE 100.0% NONCONV GOR ALL 5.0% BASED ON 73.125% PDDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00188 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI RELATED CONTRACTS C00188 A CAPL 1990 No ROFR Applies C00762 A ROFR Unknown PS0007 A ROFR Unknown	100/12-08-020-25-W4/00 100/12-08-020-25-W4/02
M00918 A	LSE TYPE: CR PNG LEA CR: 29763 LSE DATE: 1972 Dec 28 EFF DATE: 1972 Oct 30	TWP 20 RGE 25 W4M SEC 16, S 28 PNG TO BASE BELLY_RIVER EXCL NG IN BASAL_BELLY_RIVER_SANDST	CUR INT: WI HOUSTON OI 92.5% COASTAL RE 3.0% TAQA NORTH 4.5%	SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDDBY HOUSTON OI 92.5%	CUR INT OPER CONT C00141 A CAPL 1971 No ROFR Applies	100/09-28-020-25-W4/00 ✓



**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seoi**

File Number	Title Information	Lands	Ownership Interest	Encumbrances	Operational Contracts	Notes
	EXP DATE: 1982 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15		ROYALTY INT SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDTO ABENERGY 100.0%	PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%  NONCONV GOR ALL 5.0% BASED ON 82.5% PDBY HOUSTON OI 100.0%	OPER: HOUSTON OI  RELATED CONTRACTS C00141 A CAPL 1971 No ROFR Applies C00762 A ROFR Unknown PS0007 A ROFR Unknown	
M00918 B	LSE TYPE: CR PNG LEA TWP 20 RGE 25 W4M SEC 16, S 28 CR: 29763 NG IN LSE DATE: 1972 Dec 28 BASAL_BELLY_RIVER_SANDST EFF DATE: 1972 Oct 30 (UNITIZED) EXP DATE: 1982 Oct 29 (ARROWWOOD GAS UNIT NO. 1) INT TYPE: WI MNRL INT: 100.0 EXT CODE: 16		CUR INT: WI HOUSTON OI 92.5% COASTAL RE 3.0% TAQA NORTH 4.5%  REF INT: UNIT HOUSTON OI 83.56963% COASTAL RE 1.677342% TEG OIL&GA 0.43374% TAQA NORTH 2.618008% 1019667 AL 1.80328%  ROYALTY INT SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDTO ABENERGY 100.0%  ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 92.5%	SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDBY HOUSTON OI 92.5% PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%  NONCONV GOR ALL 5.0% BASED ON 82.5% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT 100/15-16-020-25-W4/00 ✓ C00141 J CAPL 1971 100/15-16-020-25-W4/02 No ROFR Applies OPER: HOUSTON OI <del>100/15-16-020-25-W4/00</del>  REF INT OPER CONT U00001 OPER: HOUSTON OI  RELATED CONTRACTS C00141 J CAPL 1971 No ROFR Applies C00762 A ROFR Unknown PS0007 A ROFR Unknown U00001 AZ U00001 BI	



**HOUSTON OIL & GAS LTD.**  
 Mineral Schedule "A" Report - seol

Report Id: RP-0053

File Number	Title Information	Lease	Seller's Interest	Encumbrances	Operating Contract
			PDTO PIONEER OI 100.0%		
M00912 A	LSE TYPE: FH PNG LEA: TWP 020 RGE 25 W4M SEC 17 LSE DATE: 1972 Apr 21 EFF DATE: 1972 Apr 21 EXP DATE: 1977 Apr 20 INT TYPE: WI MNRL INT: 100.0 EXT CODE: UNITIZED	PNG TO BASE BELLY_RIVER EXCL NG IN BASAL_BELLY_RIVER_SANDST	CUR INT: WI HOUSTON OI 92.5% COASTAL RE 3.0% TAQA NORTH 4.5%  ROYALTY INT NONCONV LOR ALL 12.5% BASED ON 100.0% PDTO COMPUSHR-H 100.0%	NONCONV LOR ALL 12.5% BASED ON 100.0% PDBY HOUSTON OI 92.5% PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%  NONCONV GOR ALL 5.0% BASED ON 92.5% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT -102/10-17-020-25-W4/00- C00141 A CAPL 1971 No ROFR Applies OPER: HOUSTON OI  RELATED CONTRACTS C00141 A CAPL 1971 No ROFR Applies C00577 A ROFR Unknown C00762 A ROFR Unknown PS0007 A ROFR Unknown
M00912 B	LSE TYPE: FH PNG LEA: TWP 020 RGE 25 W4M SEC 17 LSE DATE: 1972 Apr 21 EFF DATE: 1972 Apr 21 EXP DATE: 1977 Apr 20 INT TYPE: WI MNRL INT: 100.0 EXT CODE: UNITIZED	NG IN BASAL_BELLY_RIVER_SANDST (UNITIZED) (ARROWWOOD GAS UNIT NO. 1)	CUR INT: WI HOUSTON OI 92.5% COASTAL RE 3.0% TAQA NORTH 4.5%  REF INT: UNIT HOUSTON OI 93.56863% COASTAL RE 1.677342% TEG OIL&GA 0.43374% TAQA NORTH 2.516008% 1019867 AL 1.80326%	NONCONV LOR ALL 12.5% BASED ON 100.0% PDBY HOUSTON OI 92.5% PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%  NONCONV GOR ALL 5.0% BASED ON 92.5% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT 100/10-17-020-25-W4/00 ✓ C00141 J CAPL 1971 No ROFR Applies OPER: HOUSTON OI  REF INT OPER CONT U00001 OPER: HOUSTON OI  RELATED CONTRACTS C00141 J CAPL 1971 No ROFR Applies C00762 A ROFR Unknown

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seoi**

File Number	Title Information	Lands	Salinity Interests	Proportions	Operating Contract	Wells
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PDTO COMPUSHR-H 100.0%  
 PS0007 A  
 ROFR Unknown  
 U00001 BA

ROYALTY INT  
 NONCONV GOR  
 ALL 5.0%  
 BASED ON 92.5%  
 PDTO PIONEER OI 100.0%

M00897 A LSE TYPE: CR PNG LEA TWP 20 RGE 25 W4M SEC 18, 20, CR: 29764 SW 32  
 LSE DATE: 1972 Dec 28 PNG TO BASE BELLY\_RIVER  
 EFF DATE: 1972 Oct 30 EXCL NG IN  
 EXP DATE: 1982 Oct 30 BASAL\_BELLY\_RIVER\_SANDST  
 INT TYPE: WI  
 MNRL INT: 100.0  
 EXT CODE: 15

CUR INT: WI SLIDING SCALE CUR INT OPER CONT ~~100/05-02-020-25-W4/00~~  
 HOUSTON OI 92.5% ALL S/S 0 C00141 A  
 COASTAL RE 3.0% BASED ON 100.0% CAPL 1971 ~~400/05-02-020-25-W4/02~~  
 TAQA NORTH 4.5% PDBY HOUSTON OI 92.5% No ROFR Applies  
 PDBY COASTAL RE 3.0% OPER: HOUSTON OI 100/13-20-020-25-W4/00 ✓  
 PDBY TAQA NORTH 4.5%

ROYALTY INT  
 SLIDING SCALE  
 ALL S/S 0 NONCONV GOR  
 BASED ON 100.0% ALL 5.0% RELATED CONTRACTS 100/13-20-020-25-W4/02  
 PDTO ABENERGY 100.0% BASED ON 92.5% C00141 A  
 PDBY HOUSTON OI 100.0% CAPL 1971 ~~102/11-18-020-25-W4/00~~  
 No ROFR Applies  
 C00577 A  
 ROFR Unknown  
 C00782 A  
 ROFR Unknown  
 PS0007 A  
 ROFR Unknown

ROYALTY INT  
 NONCONV GOR  
 ALL 5.0%  
 BASED ON 92.5%  
 PDTO PIONEER OI 100.0%

M00897 B LSE TYPE: CR PNG LEA TWP 20 RGE 25 W4M SEC 18, 20, CR: 29764 SW 32  
 LSE DATE: 1972 Dec 28 NG IN  
 EFF DATE: 1972 Oct 30 BASAL\_BELLY\_RIVER\_SANDST  
 EXP DATE: 1982 Oct 30 (UNITIZED)  
 INT TYPE: WI (ARROWWOOD GAS UNIT NO. 1)  
 MNRL INT: 100.0  
 EXT CODE: 15

CUR INT: WI SLIDING SCALE CUR INT OPER CONT 100/10-32-020-25-W4/00 ✓  
 HOUSTON OI 92.5% ALL S/S 0 C00141 J  
 COASTAL RE 3.0% BASED ON 100.0% CAPL 1971  
 TAQA NORTH 4.5% PDBY HOUSTON OI 92.5% No ROFR Applies  
 PDBY COASTAL RE 3.0% OPER: HOUSTON OI  
 PDBY TAQA NORTH 4.5%

REF INT: UNIT  
 HOUSTON OI 93.56963%  
 COASTAL RE 1.677342% NONCONV GOR  
 TEG OIL&GA 0.43374% ALL 5.0% REF INT OPER CONT  
 U00001  
 TAQA NORTH 2.518008% BASED ON 92.5% OPER: HOUSTON OI

**HOUSTON OIL & GAS LTD.**  
 Mineral Schedule "A" Report - seol

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interest	Encumbrances	Operating Contract	Wells
			1019867 AL 1.80328%	PDBY HOUSTON OI 100.0%	RELATED CONTRACTS C00141 J CAPL 1971 No ROFR Applies C00782 A ROFR Unknown PS0007 A ROFR Unknown U00001 BB U00001 BG U00001 BO	
M00897 C	LSE TYPE: CR PNG LEA TWP 20 RGE 25 W4M SEC 29 CR: 29764 PNG TO BASE BELLY_RIVER LSE DATE: 1972 Dec 28 EXCL NG IN EFF DATE: 1972 Oct 30 BASAL_BELLY_RIVER_SANDST EXP DATE: 1982 Oct 30 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15		CUR INT: WI HOUSTON OI 82.5% COASTAL RE 3.0% TAQA NORTH 4.5%  ROYALTY INT SLIDING SCALE ALL S/S 1/150 (MIN 5.0 MAX 15.0 ) GAS 15.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  ROYALTY INT SLIDING SCALE ALL S/S 1/150 (MIN 5.0 MAX 15.0 ) GAS 15.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  ROYALTY INT SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDBY HOUSTON OI 100.0%  ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 92.5% PDBY HOUSTON OI 100.0%  ROYALTY INT NONCONV GOR	SLIDING SCALE ALL S/S 1/150 (MIN 5.0 MAX 15.0 ) GAS 15.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDBY HOUSTON OI 92.5% PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%  NONCONV GOR ALL 5.0% BASED ON 92.5% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT 100/01-29-020-25-W4/00 ✓ C00178 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI  RELATED CONTRACTS C00141 A CAPL 1971 No ROFR Applies C00157 A General 0000 No ROFR Applies C00178 A CAPL 1990 No ROFR Applies C00577 A ROFR Unknown C00782 A ROFR Unknown PS0007 A	

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seoi**

Report Id: RP-0053

File Number	Title Information	Land	Seller's Interests	Encumbrances	Operating Contract	Notes
			ALL 5.0% BASED ON 82.5% PDTO PIONEER OI 100.0%		ROFR Unknown  ROYALTY LINKS C00157 A General 0000 No ROFR Applies	
M00887 D	LSE TYPE: CR PNG LEA TWP 20 RGE 25 W4M SEC 29 CR: 29784 LSE DATE: 1972 Dec 28 EFF DATE: 1972 Oct 30 EXP DATE: 1982 Oct 30 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	NG IN BASAL_BELLY_RIVER_SANDST (UNITIZED) (ARROWWOOD GAS UNIT NO. 1)	CUR INT: WI HOUSTON OI 82.5% COASTAL RE 3.0% TAQA NORTH 4.5%  REF INT: UNIT HOUSTON OI 83.56963% COASTAL RE 1.877342% TEG OIL&GA 0.43374% TAQA NORTH 2.516008% 1019867 AL 1.80328%  ROYALTY INT SLIDING SCALE ALL S/S 1/150 (MIN 5.0 MAX 15.0 ) GAS 15.0% BASED ON 25.0% PDTO CP CAN ENE 100.0%  ROYALTY INT SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDTO ABENERGY 100.0%  ROYALTY INT NONCONV GOR	SLIDING SCALE ALL S/S 1/150 (MIN 5.0 MAX 15.0 ) GAS 15.0% BASED ON 25.0% PDBY HOUSTON OI 100.0%  SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDBY HOUSTON OI 82.5% PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%  NONCONV GOR ALL 5.0% BASED ON 82.5% PDBY HOUSTON OI 100.0%  ROYALTY INT SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDTO ABENERGY 100.0%  ROYALTY INT NONCONV GOR	CUR INT OPER CONT C00141 J CAPL 1971 No ROFR Applies OPER: HOUSTON OI  REF INT OPER CONT U00001 OPER: HOUSTON OI  RELATED CONTRACTS C00141 J CAPL 1971 No ROFR Applies C00157 A General 0000 No ROFR Applies C00178 A CAPL 1980 No ROFR Applies C00762 A ROFR Unknown PS0007 A ROFR Unknown U00001 BK  ROYALTY LINKS C00157 A	

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seol**

File Number	Title Information	Land	Seller's Interest	Encumbrances	Operating Contract	Wells
			ALL 5.0% BASED ON 82.5% PDTO PIONEER OI 100.0%		General 0000 No ROFR Applies	
M00921 A	LSE TYPE: CR PNG LEA CR: 6413 LSE DATE: 1965 Oct 01 EFF DATE: 1965 Aug 09 EXP DATE: 1975 Aug 09 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 20 RGE 25 W4M N 28 TWP 20 RGE 25 W4M N 32, SE 32 TWP 21 RGE 25 W4M SE 4 PNG TO BASE BELLY_RIVER EXCL NG IN BASAL_BELLY_RIVER_SANDST	CUR INT: WI HOUSTON OI 82.5% COASTAL RE 3.0% TAQA NORTH 4.5%  ROYALTY INT NONCONV GOR ALL 7.5% BASED ON 100.0% PDTO SIGNALTA R 100.0%  ROYALTY INT SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDTO ABENERGY 100.0%  ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 82.5% PDTO PIONEER OI 100.0%	NONCONV GOR ALL 7.5% BASED ON 100.0% PDBY HOUSTON OI 82.5% PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%  SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDBY HOUSTON OI 82.5% PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%  NONCONV GOR ALL 5.0% BASED ON 82.5% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00141 A CAPL 1971 No ROFR Applies OPER: HOUSTON OI  RELATED CONTRACTS C00141 A CAPL 1971 No ROFR Applies C00197 A General 0000 No ROFR Applies C00782 A ROFR Unknown PS0007 A ROFR Unknown  ROYALTY LINKS C00197 A General 0000 No ROFR Applies	<del>100/06-02-020-25-W4/00</del> <del>100/06-02-020-25-W4/02</del> 100/09-28-020-25-W4/00 <del>100/13-04-024-25-W4/02</del> 100/08-04-021-25-W4/02
M00921 B	LSE TYPE: CR PNG LEA CR: 6413 LSE DATE: 1965 Oct 01 EFF DATE: 1965 Aug 09 EXP DATE: 1975 Aug 09 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 20 RGE 25 W4M N 28 TWP 20 RGE 25 W4M N 32, SE 32 TWP 21 RGE 25 W4M SE 4 NG IN BASAL_BELLY_RIVER_SANDST (UNITIZED) (ARROWWOOD GAS UNIT NO. 1)	CUR INT: WI HOUSTON OI 82.5% COASTAL RE 3.0% TAQA NORTH 4.5%  REF INT: UNIT HOUSTON OI 83.56963% COASTAL RE 1.677342%	NONCONV GOR ALL 7.5% BASED ON 100.0% PDBY HOUSTON OI 82.5% PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%  SLIDING SCALE	CUR INT OPER CONT C00141 J CAPL 1971 No ROFR Applies OPER: HOUSTON OI  REF INT OPER CONT U00001	100/08-04-021-25-W4/00 ✓ <del>100/10-28-020-25-W4/00</del> 100/10-32-020-25-W4/00

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seol**

File Number	Title Information	Land	Owner's Interest	Encumbrances	Operating Contracts	Notes
			TEG OIL&GA 0.43374%	ALL S/S 0	OPER: HOUSTON OI	
			TAQA NORTH 2.518008%	BASED ON 100.0%		
			1018867 AL 1.80328%	PDBY HOUSTON OI 82.5%	RELATED CONTRACTS	
				PDBY COASTAL RE 3.0%	C00141 J	
			ROYALTY INT	PDBY TAQA NORTH 4.5%	CAPL 1971	
			NONCONV GOR		No ROFR Applies	
			ALL 7.5%	NONCONV GOR	C00197	
			BASED ON 100.0%	ALL 5.0%	General 0000	
			PDTO SIGNALTA R 100.0%	BASED ON 92.5%	No ROFR Applies	
				PDBY HOUSTON OI 100.0%	C00197 A	
			ROYALTY INT		General 0000	
			SLIDING SCALE		No ROFR Applies	
			ALL S/S 0		C00782 A	
			BASED ON 100.0%		ROFR Unknown	
			PDTO ABENERGY 100.0%		PS0007 A	
					ROFR Unknown	
			ROYALTY INT		U00001 BJ	
			NONCONV GOR		U00001 BP	
			ALL 5.0%		U00001 BY	
			BASED ON 82.5%			
			PDTO PIONEER OI 100.0%		ROYALTY LINKS	
					C00197 A	
					General 0000	
					No ROFR Applies	
M00902 A	LSE TYPE: CR PNG LEA, TWP 20 RGE 25 W4M SEC 30 CR: 31788 PNG TO BASE BELLY_RIVER LSE DATE: 1973 Jul 12 EXCL NG IN EFF DATE: 1973 Jul 12 BASAL_BELLY_RIVER_SANDST EXP DATE: 1983 Jul 12 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15		CUR INT: WI HOUSTON OI 92.5% COASTAL RE 3.0% TAQA NORTH 4.5%	SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDBY HOUSTON OI 82.5% PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%	CUR INT OPER CONT 100/16-30-020-25-W4/02 C00141 A CAPL 1971 No ROFR Applies OPER: HOUSTON OI	
			ROYALTY INT		RELATED CONTRACTS	
			SLIDING SCALE		C00141 A	
			ALL S/S 0	NONCONV GOR	CAPL 1971	
			BASED ON 100.0%	ALL 5.0%	No ROFR Applies	
			PDTO ABENERGY 100.0%	BASED ON 82.5%	No ROFR Applies	

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seol**

Report Id: RP-0053

File Number	Title Information	Lynda	Seller's Interests	Encumbrances	Operation Contract	Wells
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ROYALTY INT  
 NONCONV GOR  
 ALL 5.0%  
 BASED ON 92.5%  
 PDTO PIONEER OI 100.0%

PDBY HOUSTON OI 100.0%  
 C00762 A  
 ROFR Unknown  
 PS0007 A  
 ROFR Unknown

M00902 B LSE TYPE: CR PNG LEA TWP 20 RGE 25 W4M SEC 30  
 CR: 31788 NG IN  
 LSE DATE: 1973 Jul 12 BASAL\_BELLY\_RIVER\_SANDST  
 EFF DATE: 1973 Jul 12 (UNITIZED)  
 EXP DATE: 1983 Jul 12 (ARROWWOOD GAS UNIT NO. 1)  
 INT TYPE: WI  
 MNRL INT: 100.0  
 EXT CODE: 15

CUR INT: WI  
 HOUSTON OI 92.6%  
 COASTAL RE 3.0%  
 TAQA NORTH 4.5%  
 REF INT: UNIT  
 HOUSTON OI 93.56963%  
 COASTAL RE 1.677342%  
 TEG OIL&GA 0.43374%  
 TAQA NORTH 2.516008%  
 1019867 AL 1.80328%

SLIDING SCALE  
 ALL S/S 0  
 BASED ON 100.0%  
 PDBY HOUSTON OI 92.5%  
 PDBY COASTAL RE 3.0%  
 PDBY TAQA NORTH 4.5%

CUR INT OPER CONT 100/16-30-020-25-W4/00 ✓  
 C00141 J  
 CAPL 1971  
 No ROFR Applies  
 OPER: HOUSTON OI  
 REF INT OPER CONT  
 U00001  
 OPER: HOUSTON OI

ROYALTY INT  
 SLIDING SCALE  
 ALL S/S 0  
 BASED ON 100.0%  
 PDTO ABENERGY 100 0%

NONCONV GOR  
 ALL 5.0%  
 BASED ON 92.5%  
 PDBY HOUSTON OI 100.0%  
 RELATED CONTRACTS  
 C00141 A  
 CAPL 1971  
 No ROFR Applies  
 C00762 A  
 ROFR Unknown  
 PS0007 A  
 ROFR Unknown  
 U00001 BL

ROYALTY INT  
 NONCONV GOR  
 ALL 5.0%  
 BASED ON 92.5%  
 PDTO PIONEER OI 100.0%

M00984 A LSE TYPE: FH PNG LEA TWP 20 RGE 25 W4M SE 31  
 LSE DATE: 2000 Feb 25 NG TO BASE BELLY\_RIVER  
 EFF DATE: 2000 Feb 25  
 EXP DATE: 2005 Feb 24

CUR INT: POOLED  
 HOUSTON OI 69.375%  
 COASTAL RE 2.25%  
 TAQA NORTH 28.375%

NONCONV LOR  
 BASED ON 100.0%  
 PDBY HOUSTON OI 69.375%  
 PDBY COASTAL RE 2.25%

CUR INT OPER CONT 100/08-31-020-25-W4/00 ✓  
 C00186 A  
 CAPL 1990  
 -100/13-31-020-25-W4/00-  
 No ROFR Applies

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seol**

Report Id: RP-0053

File Number	Title Information	Land	Seller's Interests	Encumbrances	Operating Contract	Wells
	INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP		REF INT: PPOOL2 TAQA NORTH 100.0%	PDBY TAQA NORTH 28.375% OPER: HOUSTON OI NONCONV GOR ALL 5.0% BASED ON 69.375%	REF INT OPER CONT C00186 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI	
			ROYALTY INT NONCONV LOR BASED ON 100.0% PDTO DONOVAN, M 33.34% PDTO DONOVAN, I 33.33% PDTO DONOVAN, P 33.33%		RELATED CONTRACTS C00186 A CAPL 1990 No ROFR Applies C00782 A ROFR Unknown PS0007 A ROFR Unknown	
			ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 69.375% PDTO PIONEER OI 100.0%			
MD1020 A	LSE TYPE: FH PNG LEA TWP 20 RGE 25 W4M NW 33 LSE DATE: 1969 Apr 19 NG IN EFF DATE: 1969 Apr 19 BASAL_BELLY_RIVER_SANDST EXP DATE: 1979 Apr 18 (UNITIZED) INT TYPE: WI (ARROWWOOD GAS UNIT NO. 1) MNRL INT: 100.0 EXT CODE: UNITIZED		CUR INT: WI HOUSTON OI 100.0%	NONCONV LOR ALL 12.5% BASED ON 100.0%	REF INT OPER CONT U00001 OPER: HOUSTON OI	
			REF INT: UNIT HOUSTON OI 93.56963% COASTAL RE 1.677342% TEG OIL&GA 0.43374% TAQA NORTH 2.516008% 1019867 AL 1.80328%	NONCONV GOR ALL 5.0% BASED ON 100.0% PDBY HOUSTON OI 100.0%	RELATED CONTRACTS C00782 A ROFR Unknown PS0007 A ROFR Unknown U00001 CB	
			ROYALTY INT NONCONV LOR ALL 12.5% BASED ON 100.0% PDTO RUSNAK, MI 100.0%			
			ROYALTY INT NONCONV GOR			



**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seol**

Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contracts	Wells
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ALL 5.0%  
BASED ON 100.0%  
PDTO PIONEER OI 100.0%

M01020 B LSE TYPE: FH PNG LEA: TWP 20 RGE 25 W4M NW 33  
LSE DATE: 1969 Apr 19 NG TO TOP  
EFF DATE: 1969 Apr 19 BASAL\_BELLY\_RIVER\_SANDST  
EXP DATE: 1979 Apr 18  
INT TYPE: WI  
MNRL INT: 100.0  
EXT CODE: UNITIZED

CUR INT: POOLED  
HOUSTON OI 92.5%  
COASTAL RE 3.0%  
TAQA NORTH 4.5%  
  
REF INT: PPOOL1  
HOUSTON OI 100.0%

NONCONV GOR  
ALL 15.0%  
BASED ON 100.0%  
PDBY HOUSTON OI 92.5%  
PDBY COASTAL RE 3.0%  
PDBY TAQA NORTH 4.5%

CUR INT OPER CONT 100/11-33-020-25-W4/02  
C00194 A  
CAPL 1990 100/11-33-020-25-W4/00 ✓  
No ROFR Applies  
OPER: HOUSTON OI

ROYALTY INT  
NONCONV GOR  
ALL 15.0%  
BASED ON 100.0%  
PDTO EXXONMOBIL 100.0%

NONCONV LOR  
GAS 12.5%  
BASED ON 100.0%  
PDBY HOUSTON OI 100.0%

REF INT OPER CONT  
C00194 A  
CAPL 1990  
No ROFR Applies  
OPER: HOUSTON OI

ROYALTY INT  
NONCONV LOR  
GAS 12.5%  
BASED ON 100.0%  
PDTO RUSNAK, MI 100.0%

NONCONV GOR  
ALL 5.0%  
BASED ON 92.5%  
PDBY HOUSTON OI 100.0%

RELATED CONTRACTS  
C00151 A  
General 0000  
No ROFR Applies  
C00194 A  
CAPL 1990  
No ROFR Applies  
C00782 A  
ROFR Unknown  
PS0007 A  
ROFR Unknown

ROYALTY INT  
NONCONV GOR  
ALL 5.0%  
BASED ON 92.5%  
PDTO PIONEER OI 100.0%

ROYALTY LINKS  
C00151 A  
General 0000  
No ROFR Applies

M00822 A LSE TYPE: CR PNG LEA: TWP 20 RGE 25 W4M NE 34  
CR: 0487040030 NG IN UPPER\_BASAL\_BELLY\_RIVER

CUR INT: POOLED  
HOUSTON OI 75.0%

NONCONV GOR  
ALL 7.5%

CUR INT OPER CONT 100/06-34-020-25-W4/00 ✓  
C00171 A

Report Date: Aug 08, 2020 5:51 pm

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**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seol**

File Number	Title Information	Leases	Seller's Interests	Encumbrances	Operating Status	Wells
	LSE DATE: 1987 Apr 10 EFF DATE: 1987 Apr 02 EXP DATE: 1992 Apr 02 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15		COASTAL RE 10.0% TAQA NORTH 15.0%  ROYALTY INT NONCONV GOR ALL 7.5% BASED ON 100.0% PDTO SIGNALTA R 100.0%  ROYALTY INT SLIDING SCALE ALL S/S BASED ON 100.0% PDTO ABENERGY 100.0%  ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 75.0% PDTO PIONEER OI 100.0%	BASED ON 100.0% PDBY HOUSTON OI 92.5% PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%  SLIDING SCALE ALL S/S BASED ON 100.0% PDBY COASTAL RE 40.0% PDBY TAQA NORTH 60.0%  NONCONV GOR ALL 5.0% BASED ON 75.0% PDBY HOUSTON OI 100.0%		CAPL 1981 No ROFR Applies OPER: HOUSTON OI  RENT INT OPER CONT C00171 A CAPL 1981 No ROFR Applies OPER: HOUSTON OI  RELATED CONTRACTS C00171 A CAPL 1981 No ROFR Applies C00197 A General 0000 No ROFR Applies C00782 A ROFR Unknown PS0007 A ROFR Unknown  ROYALTY LINKS C00197 A General 0000 No ROFR Applies
M00923 A	LSE TYPE: CR PNG LEA TWP 20 RGE 25 W4M S 34, NW 34 CR: 6413A PNG TO BASE BELLY_RIVER LSE DATE: 1990 Feb 16 EXCL NG IN BELLY_RIVER_UPPER EFF DATE: 1985 Aug 09 EXP DATE: 1975 Aug 09 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15		CUR INT: WI HOUSTON OI 100.0%  ROYALTY INT NONCONV GOR ALL 7.5% BASED ON 100.0% PDTO SIGNALTA R 100.0%	NONCONV GOR ALL 7.5% BASED ON 100.0% PDBY HOUSTON OI 100.0%  SLIDING SCALE ALL S/S 0 BASED ON 100.0%		RELATED CONTRACTS C00197 B General 0000 No ROFR Applies C00782 A ROFR Unknown PS0007 A

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seoi**

Report Id: RP-0053

File Number	Title Information	Land	Subsidiary Interest	Encumbrances	Operating Conditions	Notes
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ROYALTY INT  
 SLIDING SCALE  
 ALL S/S 0  
 BASED ON 100.0%  
 PDTO ABENERGY 100.0%

PDBY HOUSTON OI 100.0% ROFR Unknown

NONCONV GOR  
 ALL 5.0%  
 BASED ON 100.0%  
 PDBY HOUSTON OI 100.0%

ROYALTY LINKS  
 C00197 B  
 General 0000  
 No ROFR Applies

ROYALTY INT  
 NONCONV GOR  
 ALL 5.0%  
 BASED ON 100.0%  
 PDTO PIONEER OI 100.0%

M00986 A LSE TYPE: FH PNG LEA: TWP 20 RGE 26 W4M NW 35  
 LSE DATE: 2003 Apr 14 PNG TO BASE MEDICINE\_HAT\_SD  
 EFF DATE: 2003 Apr 14 (INCLUDING CBM RIGHTS)  
 EXP DATE: 2006 Apr 13  
 INT TYPE: WI  
 MNRL INT: 100 0  
 EXT CODE: HBP

CUR INT: POOLED  
 HOUSTON OI 50.0%  
 TAQA NORTH 25.0%  
 GRANT THOR 25.0%

NONCONV LOR  
 ALL 16.667%  
 BASED ON 100.0%  
 PDBY HOUSTON OI 100.0%

CUR INT OPER CONT 100/13-35-020-25-W4/00 ✓  
 C00176 A  
 CAPL 1990 100/13-35-020-25-W4/02  
 No ROFR Applies  
 OPER: HOUSTON OI

ROYALTY INT  
 NONCONV LOR  
 ALL 16.667%  
 BASED ON 100.0%  
 PDTO KENNIBAR 100.0%

NONCONV GOR  
 ALL 5.0%  
 BASED ON 50.0%  
 PDBY HOUSTON OI 100.0%

RENT INT OPER CONT  
 C00176 A  
 CAPL 1990  
 No ROFR Applies  
 OPER: HOUSTON OI

ROYALTY INT  
 NONCONV GOR  
 ALL 5.0%  
 BASED ON 50.0%  
 PDTO PIONEER OI 100.0%

RELATED CONTRACTS  
 C00176 A  
 CAPL 1990  
 No ROFR Applies  
 C00782 A  
 ROFR Unknown  
 PS0007 A  
 ROFR Unknown

M00991 A LSE TYPE: FH PNG LEA: TWP 20 RGE 25 W4M NE 35

CUR INT: POOLED NONCONV LOR

CUR INT OPER CONT 100/13-35-020-25-W4/00

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seol**

File Number	Title Information	Land	Seller's Interest	Encumbrance	Operating Contract	Notes
	LSE DATE: 2003 Apr 14 EFF DATE: 2003 Apr 14 EXP DATE: 2008 Apr 13 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP	PNG TO BASE MEDICINE_HAT_SD (INCLUDING CBM RIGHTS)	HOUSTON OI 50.0% TAQA NORTH 25.0% GRANT THOR 25.0%	ALL 16.667% BASED ON 100.0% PDBY HOUSTON OI 100.0%	C00176 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI	100/13-35-020-25-W4/02
			ROYALTY INT NONCONV LOR ALL 16.667% BASED ON 100.0% PDTO KENNIBAR 100.0%	NONCONV GOR ALL 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%	RENT INT OPER CONT C00176 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI	
			ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 50.0% PDTO PIONEER OI 100.0%		RELATED CONTRACTS C00176 A CAPL 1990 No ROFR Applies C00762 A ROFR Unknown PS0007 A ROFR Unknown	
M01002 A	LSE TYPE: FH PNG LEA: TWP 20 RGE 25 W4M SW 36 LSE DATE: 2003 Jan 30 EFF DATE: 2003 Jan 30 EXP DATE: 2007 Jan 29 INT TYPE: WI MNRL INT: 25.0 EXT CODE: HBP	PNG TO BASE MEDICINE_HAT	CUR INT: POOLED HOUSTON OI 50.0% TAQA NORTH 25.0% GRANT THOR 25.0%	NONCONV LOR ALL 15.0% BASED ON 100.0% PDBY TAQA NORTH 100.0%	CUR INT OPER CONT C00176 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI	100/13-35-020-25-W4/00 100/13-35-020-25-W4/02
			ROYALTY INT NONCONV LOR ALL 15.0% BASED ON 100.0% PDTO DIANE GERO 100.0%	NONCONV GOR ALL 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%	RENT INT OPER CONT C00176 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI	
			ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 50.0%		RELATED CONTRACTS C00176 A CAPL 1990	

**HOUSTON OIL & GAS LTD.**  
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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interest	Encumbrances	Covering Contract	Wells
			PDTO PIONEER OI 100.0%		No ROFR Applies C00782 A ROFR Unknown PS0007 A ROFR Unknown	
M01003 A	LSE TYPE: FH PNG LEA TWP 20 RGE 25 W4M SW 35 LSE DATE: 2003 Feb 15 EFF DATE: 2003 Feb 15 EXP DATE: 2007 Feb 14 INT TYPE: WI MNRL INT: 25.0 EXT CODE: HBP	PNG TO BASE MEDICINE_HAT	CUR INT: POOLED HOUSTON OI 50.0% TAQA NORTH 25.0% GRANT THOR 25.0%  ROYALTY INT NONCONV LOR ALL 15.0% BASED ON 100.0% PDTO LEMAY, TON 100.0%  ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 50.0% PDTO PIONEER OI 100.0%	NONCONV LOR ALL 15.0% BASED ON 100.0% PDBY TAQA NORTH 100.0%  NONCONV GOR ALL 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00176 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI  RENT INT OPER CONT C00176 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI  RELATED CONTRACTS C00176 A CAPL 1990 No ROFR Applies C00782 A ROFR Unknown PS0007 A ROFR Unknown	100/13-35-020-25-W4/00  100/13-35-020-25-W4/02
M01004 A	LSE TYPE: FH PNG LEA TWP 20 RGE 25 W4M S 35 LSE DATE: 2003 Aug 01 EFF DATE: 2003 Aug 01 EXP DATE: 2006 Jul 31 INT TYPE: WI MNRL INT: 25.0 EXT CODE: HBP	PNG TO BASE MEDICINE_HAT	CUR INT: POOLED HOUSTON OI 60.0% TAQA NORTH 25.0% GRANT THOR 25.0%  ROYALTY INT NONCONV LOR ALL 15.0%	NONCONV LOR ALL 15.0% BASED ON 100.0% PDBY GRANT THOR 100.0%  NONCONV GOR ALL 5.0% BASED ON 50.0%	CUR INT OPER CONT C00176 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI  RENT INT OPER CONT C00176 A	100/13-35-020-25-W4/00  100/13-35-020-25-W4/02



**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seol**

Report Id: RP-0053

File Number	Title Information	Land	Share's Interest	Encumbrances	Operating Contract	Well
	LSE DATE: 2003 Jan 30 EFF DATE: 2003 Jan 30 EXP DATE: 2007 Jan 29 INT TYPE: WI MNRL INT: 25.0 EXT CODE: HBP	PNG TO BASE MEDICINE_HAT	HOUSTON OI 50.0% TAQA NORTH 25.0% GRANT THOR 25.0%	ALL 15.0% BASED ON 100.0% PDBY TAQA NORTH 100.0%	C00176 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI	100/13-35-020-25-W4/02
			ROYALTY INT NONCONV LOR ALL 15.0% BASED ON 100.0% POTO KINNEAR, V 100.0%		RENT INT OPER CONT C00176 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI	
					RELATED CONTRACTS C00176 A CAPL 1990 No ROFR Applies PS0007 A ROFR Unknown	
M01037 A	LSE TYPE: FH PNG LEA TWP 20 RGE 25 W4M SE 35 LSE DATE: 2003 Feb 15 EFF DATE: 2003 Feb 15 EXP DATE: 2007 Feb 14 INT TYPE: WI MNRL INT: 25.0 EXT CODE: HBP	PNG TO BASE MEDICINE_HAT	CUR INT: POOLED HOUSTON OI 50.0% TAQA NORTH 25.0% GRANT THOR 25.0%	NONCONV LOR ALL 15.0% BASED ON 100.0% PDBY TAQA NORTH 100.0%	CUR INT OPER CONT C00176 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI	100/13-35-020-25-W4/00 100/13-35-020-25-W4/02
			ROYALTY INT NONCONV LOR ALL 15.0% BASED ON 100.0% POTO LEMAY, TON 100.0%		RENT INT OPER CONT C00176 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI	
					RELATED CONTRACTS C00176 A CAPL 1990 No ROFR Applies PS0007 A	

**HOUSTON OIL & GAS LTD.**  
 Mineral Schedule "A" Report - seol

Report Id: RP-0053

File Number	Title Information	Leads	Yield/Interests	Encumbrances	Operating Contract	Water
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M00987 A	LSE TYPE: FH PNG LEA: TWP 20 RGE 28 W4M NE 13 LSE DATE: 2000 Dec 31 PNG TO BASE EFF DATE: 2000 Dec 31 BASAL_BELLY_RIVER_SANDST EXP DATE: 2002 Dec 30 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP		CUR INT: WI HOUSTON OI 50.0% CANLIN RES 50.0%	NONCONV GOR ALL 15.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00153 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI	100/13-13-020-26-W4/02 100/13-13-020-26-W4/00 ✓ <del>100/13-13-020-26-W4/00</del>
			ROYALTY INT NONCONV GOR ALL 15.0% BASED ON 50.0% PDTO CANLIN RES 100.0%	NONCONV LOR ALL 18.0% BASED ON 100.0% PDBY HOUSTON OI 50.0% PDBY CANLIN RES 50.0%	RELATED CONTRACTS C00153 A CAPL 1990 No ROFR Applies C00782 A ROFR Unknown PS0007 A ROFR Unknown	
			ROYALTY INT NONCONV LOR ALL 18.0% BASED ON 100.0% PDTO THURBER, M 33.333% PDTO SNIDER, JU 33.333% PDTO THURBER, D 33.334%	NONCONV GOR ALL 5.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%	ROYALTY LINKS C00153 A CAPL 1990 No ROFR Applies	
			ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 50.0% PDTO PIQNEER OI 100.0%			
M00988 A	LSE TYPE: FH PNG LEA: TWP 20 RGE 28 W4M SE 13 LSE DATE: 2000 Dec 31 PNG TO BASE EFF DATE: 2000 Dec 31 BASAL_BELLY_RIVER_SANDST EXP DATE: 2002 Dec 30 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBP		CUR INT: WI HOUSTON OI 50.0% CANLIN RES 50.0%	NONCONV GOR ALL 15.0% BASED ON 50.0% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00153 A CAPL 1990 No ROFR Applies OPER: HOUSTON OI	100/13-13-020-26-W4/02 100/13-13-020-26-W4/00 ✓ <del>100/13-13-020-26-W4/00</del>
			ROYALTY INT NONCONV GOR ALL 15.0% BASED ON 50.0% PDTO CANLIN RES 100.0%	NONCONV LOR ALL 18.0% BASED ON 100.0% PDBY HOUSTON OI 50.0%	RELATED CONTRACTS C00153 A CAPL 1990	





**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seol**

Report Id: RP-0053

File Number	Title Information	Lease	Setback Intervals	Encumbrances	Operating Contract	Wells
				PDBY CANLIN RES 50.0%	No ROFR Applies C00782 A	
				NONCONV GOR ALL 18.0%	ROFR Unknown PS0007 A	
				BASED ON 100.0%	ROFR Unknown	
				PDTO THURBER, M 33.333%	PDBY HOUSTON OI 100.0%	
				PDTO SNIDER, JU 33.333%	ROYALTY LINKS C00153 A	
				PDTO THURBER, D 33.334%	CAPL 1990 No ROFR Applies	
				ROYALTY INT NONCONV GOR ALL 5.0%		
				BASED ON 50.0%		
				PDTO PIONEER OI 100.0%		
M00989 A	LSE TYPE: FH PNG LEA: TWP 20 RGE 26 W4M SW 13 LSE DATE: 2000 Dec 31 PNG TO BASE EFF DATE: 2000 Dec 31 BASAL_BELLY_RIVER_SANDST EXP DATE: 2002 Dec 30 INT TYPE: WI MNRL INT: 100 0 EXT CODE: HBP		CUR INT: WI HOUSTON OI 50.0%	NONCONV GOR ALL 15.0%	CUR INT OPER CONT C00153 A	100/13-13-020-26-W4/02
			CANLIN RES 50.0%	BASED ON 50.0%	CAPL 1990	100/13-13-020-26-W4/00
				PDBY HOUSTON OI 100.0%	No ROFR Applies	
				ROYALTY INT NONCONV GOR ALL 15.0%	OPER: HOUSTON OI	488/04-13-020-26-W4/00
				BASED ON 50.0%	RELATED CONTRACTS C00153 A	
				PDTO CANLIN RES 100.0%	CAPL 1990	
				PDBY HOUSTON OI 50.0%	No ROFR Applies C00782 A	
				PDBY CANLIN RES 50.0%	ROFR Unknown PS0007 A	
				ROYALTY INT NONCONV LOR ALL 18.0%	ROFR Unknown	
				BASED ON 100.0%	ROFR Unknown	
				PDTO THURBER, M 33.333%	PDBY HOUSTON OI 100.0%	
				PDTO SNIDER, JU 33.333%	ROYALTY LINKS C00153 A	
				PDTO THURBER, D 33.334%	CAPL 1990 No ROFR Applies	
				ROYALTY INT NONCONV GOR		

**HOUSTON OIL & GAS LTD.**  
 Mineral Schedule "A" Report - seol

Report Id: RP-0053

File Number	Title Information	Lands	Subsidiary Interests	Encumbrances	Operating Contracts	Notes
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ALL 5.0%  
 BASED ON 50.0%  
 PDTO PIONEER OI 100.0%

M00990 A LSE TYPE: FH PNG LEA: TWP 20 RGE 26 W4M NW 13  
 LSE DATE: 2000 Dec 31 PNG TO BASE  
 EFF DATE: 2000 Dec 31 BASAL\_BELLY\_RIVER\_SANDST  
 EXP DATE: 2002 Dec 30  
 INT TYPE: WI  
 MNRL INT: 100.0  
 EXT CODE: HBP

CUR INT: WI  
 HOUSTON OI 50.0%  
 CANLIN RES 50.0%

NONCONV GOR  
 ALL 15.0%  
 BASED ON 50.0%  
 PDDBY HOUSTON OI 100.0%

CUR INT OPER CONT 100/13-13-020-26-W4/02  
 C00153 A  
 CAPL 1990 100/13-13-020-26-W4/00  
 No ROFR Applies  
 OPER: HOUSTON OI ~~100/01-13-020-26-W4/00~~

ROYALTY INT  
 NONCONV GOR  
 ALL 15.0%  
 BASED ON 50.0%  
 PDTO CANLIN RES 100.0%

NONCONV LOR  
 ALL 18.0%  
 BASED ON 100.0%  
 PDDBY HOUSTON OI 50.0%  
 PDDBY CANLIN RES 50.0%

RELATED CONTRACTS  
 C00153 A  
 CAPL 1990  
 No ROFR Applies  
 C00762 A  
 ROFR Unknown  
 PS0007 A  
 ROFR Unknown

ROYALTY INT  
 NONCONV LOR  
 ALL 18.0%  
 BASED ON 100.0%  
 PDTO THURBER, M 33.333%  
 PDTO SNIDER, JU 33.333%  
 PDTO THURBER, D 33.334%

NONCONV GOR  
 ALL 5.0%  
 BASED ON 50.0%  
 PDDBY HOUSTON OI 100.0%

ROYALTY LINKS  
 C00153 A  
 CAPL 1990  
 No ROFR Applies

ROYALTY INT  
 NONCONV GOR  
 ALL 5.0%  
 BASED ON 50.0%  
 PDTO PIONEER OI 100.0%

M00906 A LSE TYPE: CR PNG LEA: TWP 21 RGE 25 W4M N 4, SW 4  
 CR: 29766 PNG TO BASE BELLY\_RIVER  
 LSE DATE: 1972 Dec 28 EXCL NG IN  
 EFF DATE: 1972 Oct 30 BASAL\_BELLY\_RIVER\_SANDST  
 EXP DATE: 1982 Oct 30  
 INT TYPE: WI  
 MNRL INT: 100.0

CUR INT: WI  
 HOUSTON OI 92.5%  
 COASTAL RE 3.0%  
 TAQA NORTH 4.5%

SLIDING SCALE  
 ALL S/S 0  
 BASED ON 100.0%  
 PDDBY HOUSTON OI 92.5%  
 PDDBY COASTAL RE 3.0%  
 PDDBY TAQA NORTH 4.5%

CUR INT OPER CONT ~~100/03-04-021-25-W4/00~~  
 C00141 A  
 CAPL 1971 ~~100/03-04-021-25-W4/02~~  
 No ROFR Applies  
 OPER: HOUSTON OI 100/06-04-021-25-W4/02  
 RELATED CONTRACTS

**HOUSTON OIL & GAS LTD.**  
**Mineral Schedule "A" Report - seol**

Report Id: RP-0053

File Number	Title Information	Lands	Seifer's Interests	Encumbrances	Operating Contract	Wells
	EXT CODE: 15		ALL S/S 0 BASED ON 100.0% PDTO ABENERGY 100.0%	NONCONV GOR ALL 5.0% BASED ON 92.5% PDBY HOUSTON OI 100.0%	C00141 A CAPL 1971 No ROFR Applies C00762 A ROFR Unknown PS0007 A ROFR Unknown	
M00906 B	LSE TYPE: CR PNG LEA. TWP 21 RGE 25 W4M N 4, SW 4 CR: 29766 LSE DATE: 1972 Dec 28 EFF DATE: 1972 Oct 30 EXP DATE: 1982 Oct 30 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	NG IN BASAL_BELLY_RIVER_SANDST (UNITIZED) (ARROWWOOD GAS UNIT NO. 1)	CUR INT: WI HOUSTON OI 92.5% COASTAL RE 3.0% TAQA NORTH 4.5%  REF INT: UNIT HOUSTON OI 93.56963% COASTAL RE 1.677342% TEG OIL&GA 0.43374% TAQA NORTH 2.616008% 1019867 AL 1.80326%  ROYALTY INT SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDTO ABENERGY 100.0%  ROYALTY INT NONCONV GOR ALL 5.0% BASED ON 92.5% PDTO PIONEER OI 100.0%	SLIDING SCALE ALL S/S 0 BASED ON 100.0% PDBY HOUSTON OI 92.5% PDBY COASTAL RE 3.0% PDBY TAQA NORTH 4.5%  NONCONV GOR ALL 5.0% BASED ON 92.5% PDBY HOUSTON OI 100.0%	CUR INT OPER CONT C00141 J CAPL 1971 No ROFR Applies OPER: HOUSTON OI  REF INT OPER CONT U00001 OPER: HOUSTON OI  RELATED CONTRACTS C00141 J CAPL 1971 No ROFR Applies C00762 A ROFR Unknown PS0007 A ROFR Unknown U00001 BZ	100/06-04-021-25-W4/00

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**Wells and Facilities**

**Wells**

<b><u>License Number</u></b>	<b><u>UWI</u></b>
0260693	100/01-29-020-25W4/0
0054369	100/06-04-021-25W4/0
0133837	100/06-34-020-25W4/0
0071838	100/07-07-020-25W4/0
0268691	100/08-31-020-25W4/0
0243989	100/09-28-020-25W4/0
0049508	100/10-12-020-26W4/0
0044460	100/10-17-020-25W4/0
0053190	100/10-32-020-25W4/0
0335237	100/11-33-020-25W4/0
0259330	100/12-08-020-25W4/0
0275797	100/13-13-020-26W4/0
0259326	100/13-20-020-25W4/0
0291892	100/13-35-020-25W4/0
0261448	100/15-16-020-25W4/0
0280517	100/16-30-020-25W4/0

**Pipelines**

**License Number**

676  
42231  
24093  
36595  
10197  
20299

## Facilities

<u>License Number</u>	<u>Location</u>	<u>Description</u>
F21805	1-7-20-25 W4	Gas Plant
F26445	7-20-20-25 W4	Compressor

**SCHEDULE “C”**

**Claims**

“Claim” means (with capitalized terms having the definitions given to them in the Sale Agreement) any claim, demand, lawsuit, proceeding or arbitration, or any investigation by a Governmental Authority, pertaining to the Assets, in each case whether asserted, threatened, pending or existing.

**SCHEDULE “D”****Permitted Encumbrances**

Permitted Encumbrances consist of the following (with capitalized terms having the definitions given to them in the Sale Agreement, unless otherwise defined in this Order):

- (i) all encumbrances, overriding royalties and other royalties, net profits interests and other burdens identified in the Title Documents or in Schedule “A”;
- (ii) any Preferential Purchase Rights or any similar restriction applicable to any of the Assets;
- (iii) the terms and conditions of the Title Documents, including the requirement to pay any rentals or royalties (including reassessments) to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor’s interest in any of the Title Documents;
- (iv) the right reserved to or vested in any grantor, Governmental 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 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) and any obligations to Third Parties for any thirteenth month adjustments or for payments due as a result of any audits conducted by operators or Third Parties;
- (vii) taxes on Petroleum Substances or the income or revenue from the Petroleum Substances and requirements imposed by Applicable Law or Governmental Authorities concerning rates of production from the Wells or from operations on any of the Lands, or otherwise affecting recoverability of Petroleum Substances from the Lands, which taxes or requirements are generally applicable to the oil and gas industry in the jurisdiction in which the Assets are located;
- (viii) agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than 30 days’ notice (without an early termination penalty or other like cost);
- (ix) any obligation of Houston to hold any right or interest in and to any of the Assets in trust for Third Parties;
- (x) the right reserved to or vested in any Governmental Authority to control or regulate any of the Assets in any manner, including any directives or notices received from any Governmental Authority pertaining to the Assets;
- (xi) 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 Houston’s share of

the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor;

- (xii) 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;
- (xiii) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- (xiv) agreements respecting the operation of Wells or Facilities by contract field operators;
- (xv) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and
- (xvi) liens created in the ordinary course of business in favour of any Governmental Authority with respect to operations pertaining to any of the Assets.



**SCHEDULE “E”**

**Crown Leases**

Crown PNG Lease Nos.:

- 31256
- 29763
- 29764
- 6413
- 31788
- 0487040030
- 6413A
- 29766

THE FOLLOWING COMPRISES SCHEDULE "G" ATTACHED TO AND FORMING PART  
OF A PURCHASE AND SALE AGREEMENT DATED <sup>September 29, 2020</sup> ~~[DATE]~~ BETWEEN BDO CANADA  
LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS  
LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND SEOL ENERGY  
INC.

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**OUTSTANDING AFE's**

NONE

THE FOLLOWING COMPRISES SCHEDULE "H" ATTACHED TO AND FORMING PART  
OF A PURCHASE AND SALE AGREEMENT DATED <sup>September 29, 2020</sup> [DATE] BETWEEN BDO CANADA  
LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS  
LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND SEOL ENERGY  
INC.

---

**EXCLUDED LICENCES**

NONE.

THE FOLLOWING COMPRISES SCHEDULE "I" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED <sup>September 29, 2020</sup> [DATE] BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND SEOL ENERGY INC.

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**EXCLUDED ASSETS**

Five (5%) Override payable to Pioneer Oil Well Service Corp.



# APPENDIX C

**PURCHASE AND SALE AGREEMENT**

BETWEEN:

**BDO CANADA LIMITED IN ITS CAPACITY  
AS COURT APPOINTED RECEIVER AND MANAGER OF HOUSTON OIL & GAS  
LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

- and -

**CANADIAN NATURAL RESOURCES**

Dated:

September 29, 2020

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## **PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT** is made September 29, 2020

**BETWEEN:**

**BDO CANADA LIMITED in its capacity as  
Court appointed receiver and manager (“Receiver”) of HOUSTON OIL & GAS LTD.  
and not in its personal or corporate capacity**

(the “Vendor”)

- and -

**CANADIAN NATURAL RESOURCES a general partnership  
with an office in Calgary, Alberta (the “Purchaser”)**

**WHEREAS:**

- A. Hardie & Kelly Inc. was appointed as receiver and manager of Houston Oil & Gas Ltd. (“**Houston**”) pursuant to a court order dated October 29, 2019 (the “**Original Receivership Order**”) granted by the Court of Queen’s Bench of Alberta in the Judicial District of Calgary, Alberta under Court File No. 1901-14615 and BDO Canada Limited was substituted in the place of Hardie & Kelly Inc. pursuant to a court order dated June 30, 2020 (together with the Original Receivership Order, the “**Receivership Order**”) (the “**Receivership Proceedings**”); and
- B. Pursuant to the Receivership Proceedings, Vendor, subject to approval by the Court, has the ability to sell, transfer and assign to Purchaser, all of the right, title and interest of Houston in and to the Assets, and Purchaser has agreed to purchase the Assets from Vendor, on the terms and conditions set forth herein.

**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 or lands pooled or unitized therewith; and

- (ii) restore, remediate and reclaim the surface and subsurface locations of the Wells, Tangibles, the Lands, lands pooled or unitized therewith and any lands used to gain access thereto, including such obligations relating to Wells, Pipelines and Facilities which were abandoned or decommissioned or have reclamation orders prior to the Closing Date that were located on the Lands or that were located on other lands and were used in respect of Petroleum 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 50% of the voting securities of such Person, by contract or otherwise;
- (c) “**Agreement**” means this purchase and sale agreement between Vendor and Purchaser, including all recitals and schedules attached hereto, and “**this Agreement**”, “**herein**”, “**hereto**”, “**hereof**” and similar expressions mean and refer to this Agreement;
- (d) “**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, licence or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;
- (e) “**Assets**” means the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests, but excludes the Excluded Assets;
- (f) “**Business Day**” means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (g) “**Claim**” means any claim, demand, lawsuit, proceeding or arbitration, or any investigation by a Governmental Authority, pertaining to the Assets, in each case whether asserted, threatened, pending or existing;

- (h) “**Closing**” means the transfer of possession, legal and beneficial ownership and risks of the Assets from Vendor to Purchaser and payment of the Purchase Price by Purchaser to Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto, including delivery of the Specific Conveyances if applicable;
- (i) “**Closing Date**” means the later of:
  - (i) three Business Days following the later of: (A) the grant of the Vesting Order; and (B) the expiration, waiver or exercise of all Preferential Purchase Rights; or
  - (ii) another date agreed upon in writing by the Parties,but in any event, shall be no later than the Outside Date;
- (j) “**Closing Place**” means the office of Vendor or its counsel, or such other place as may be agreed upon in writing by the Parties;
- (k) “**Court**” has the meaning set out in the recitals;
- (l) “**Data Room Information**” means all information provided or made available to Purchaser in hard copy or electronic form in relation to Vendor, Houston and/or the Assets;
- (m) “**Deposit**” has the meaning as defined in Section 2.9;
- (n) “**Effective Date**” means March 1, 2020;
- (o) “**Effective Time**” means 12:01 a.m. on the Effective Date;
- (p) “**Environment**” and “**Environmental**” means the components of the earth and includes ambient air, land, surface and subsurface strata, groundwater, surface water, all layers of the atmosphere, all organic and inorganic matter and living organisms, and the interacting natural systems that include such components, and any derivative thereof shall have a corresponding meaning;
- (q) “**Environmental Liabilities**” means all past, present and future liabilities, obligations and expenses in respect of the Environment which relate to the Assets (or any lands pooled or unitized with Lands which may form part of the Assets), or which arise in connection with the ownership thereof or operations pertaining thereto, including 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 liabilities to compensate Third Parties for damages and Losses resulting from the items described in items (i), (ii) and (iii) above (including damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise protect the Environment;

(r) **“Excluded Assets”** means:

- (i) any item or thing owned by Third Parties and licenced to Houston with restrictions on deliverability or disclosure by Houston that prevent the conveyance of such item or thing to Purchaser;
- (ii) advances and deposits for operations payable to Governmental Authorities or other Persons prior to the Effective Time to secure obligations or as prepayment of costs or expenses;
- (iii) all receivables and credits of any kind from any Person;
- (iv) legal and title opinions;
- (v) documents, other than Title Documents, prepared by or on behalf of Vendor in contemplation of litigation and any other documents within the possession of Vendor which are subject to solicitor-client privilege under the laws of the Province of Alberta or any other jurisdiction;
- (vi) records, policies, manuals and other proprietary, confidential business or technical information not used exclusively in the operation of the Assets;
- (vii) agreements, documents or data to the extent that:
  - (A) they pertain to Houston’s proprietary technology;
  - (B) they pertain to seismic data or interpretations thereof;
  - (C) they pertain to any intellectual property owned by a third party;
  - (D) they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by Houston to an assignee;
  - (E) they comprise Houston’s tax and financial records, and economic evaluations;
- (viii) Excluded Licences; and
- (ix) any other assets specifically described in Schedule “J”,

but “Excluded Assets” shall not include any property, rights or interests specifically described as Miscellaneous Interests;

(s) **“Excluded Licences”** means the licences listed in Schedule “I”;

- (t) “**Facilities**” means Houston’s entire interest in and to: all Unit facilities under any Unit agreement applicable to the Leased Substances and all other field facilities whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are used for production, gathering, treatment, compression, transportation (including Pipelines), injection, water disposal, measurement, processing, storage, handling or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, production storage facility or warehouse and including those field facilities specifically identified in Schedule “B”;
- (u) “**Final Statement of Adjustments**” has the meaning set forth in Section 7.3(a);
- (v) “**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, commission or department, as well as any government-owned entity, any regulatory authority (including the Regulator) and any public authority, including any public utility, having jurisdiction over a Party, the Assets or the Transaction;
- (w) “**GST**” means the goods and services tax payable pursuant to the GST Legislation;
- (x) “**GST Legislation**” means Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder, all as amended from time to time;
- (y) “**Lands**” means the lands relating to the Unit and the lands set out and described in Schedule “A”, and the Petroleum Substances within, upon or under such lands (subject to the restrictions and exclusions identified in Schedule “A” and in the Title Documents as to Petroleum Substances and geological formations);
- (z) “**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);
- (aa) “**Leases**” means collectively the leases, reservations, permits, licenses, trust agreements, declarations of trust, or other documents of title described in Schedule “A” which grant rights to explore for, drill for, win, take or remove the Petroleum Substances, or any replacement or renewals thereof or leases derived therefrom;
- (bb) “**Licence Transfers**” means, in relation to the Assets, the transfer of any permits, approvals, licences and authorizations (collectively, “**Licences**”) granted by any applicable Governmental Authority but subject to the provisions of Sections 8.5 and 8.7 hereof;
- (cc) “**Losses**” means all Claims, losses, costs, damages, penalties, assessments, expenses, and other liabilities whatsoever suffered, sustained, paid or incurred and includes reasonable legal fees on a solicitor-and-client basis and other professional fees and disbursements on a full-indemnity basis; but notwithstanding the foregoing excludes all lost profits, punitive, exemplary, consequential and indirect losses and

damages, except to the extent any such lost profits, punitive, exemplary, consequential and indirect losses and damages are included in any Third Party Claim against a Party entitled to indemnification from the other Party for same under this Agreement; and for certainty, all income tax liabilities are excluded, and, except as otherwise provided for above, all lost profits are excluded from this definition of "Losses" whether they are considered to be direct, consequential or indirect losses, and regardless of whether such lost profits were foreseeable by the Parties at any time, or whether such lost profits were the direct and natural result of a Party's breach of its obligations under this Agreement;

- (dd) **“Material Contracts”** means to the extent directly related to the Assets, any of the following agreements which are not terminable on thirty-one (31) days’ notice or less without early termination penalty or cost: agreements for the sale of Petroleum Substances, gas balancing or similar agreements, transportation agreements, processing agreements, construction ownership and operation agreements relating to any of the Tangibles, agreements for the use of wellbores or for the operation of any Wells or Tangibles by a Third Party; including those described in Schedule “G”
  
- (ee) **“Miscellaneous Interests”** means, subject to any and all limitations and exclusions provided for in this definition, Houston’s entire interest in and to all property, 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, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any and all of the following:
  - (i) all contracts and agreements relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents);
  - (ii) all subsisting rights to carry out operations relating to the Lands or the Tangibles, and without limitation, all easements and other permits, licences 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, and all contracts and agreements related thereto;
  - (iv) all records, books, documents, Licences (subject to Section 8.7 hereof), reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles;
  - (v) all proprietary and seismic data;
  - (vi) the Unit and the Unit Interest; and
  - (vii) the Wells, including the wellbores thereof and any and all casings therein, but specifically excluding the Excluded Assets;

- (ff) **“Net Purchase Price”** has the meaning set out in Section 2.2;
- (gg) **“Outside Date”** means **December 30, 2020**, or such other day as may be agreed upon in writing by the Parties;
- (hh) **“Party”** means a party to this Agreement;
- (ii) **“Permitted Encumbrances”** means:
  - (i) all encumbrances, overriding royalties and other royalties, net profits interests and other burdens identified in the Title Documents or in Schedule “A”;
  - (ii) any Preferential Purchase Rights or any similar restriction applicable to any of the Assets;
  - (iii) the terms and conditions of the Title Documents, including the requirement to pay any rentals or royalties (including reassessments) to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor’s interest in any of the Title Documents;
  - (iv) the right reserved to or vested in any grantor, Governmental 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 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) and any obligations to Third Parties for any thirteenth month adjustments or for payments due as a result of any audits conducted by operators or Third Parties;
  - (vii) taxes on Petroleum Substances or the income or revenue from the Petroleum Substances and requirements imposed by Applicable Law or Governmental Authorities concerning rates of production from the Wells or from operations on any of the Lands, or otherwise affecting recoverability of Petroleum Substances from the Lands, which taxes or requirements are generally applicable to the oil and gas industry in the jurisdiction in which the Assets are located;
  - (viii) agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than 30 days’ notice (without an early termination penalty or other like cost);
  - (ix) any obligation of Houston to hold any right or interest in and to any of the Assets in trust for Third Parties;



- (x) the right reserved to or vested in any Governmental Authority to control or regulate any of the Assets in any manner, including any directives or notices received from any Governmental Authority pertaining to the Assets;
- (xi) 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 Houston's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor;
- (xii) 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;
- (xiii) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- (xiv) agreements respecting the operation of Wells or Facilities by contract field operators;
- (xv) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and
- (xvi) liens created in the ordinary course of business in favour of any Governmental Authority with respect to operations pertaining to any of the Assets;
- (jj) "**Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (kk) "**Petroleum and Natural Gas Rights**" means Houston's entire right, title and interest in and to all rights to and in respect of the Lands and the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands), described in Schedule "A";
- (ll) "**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 sulphur;
- (mm) "**Pipelines**" means the pipelines described in Schedule "B";
- (nn) "**Preferential Purchase Right**" means any preferential, pre-emptive or first purchase right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Transaction, as are set out in Schedule "C";

- (oo) “**Receiver**” has the meaning set out in the Recitals;
- (pp) “**Regulator**” means the Alberta Energy Regulator;
- (qq) “**Representative**” means, with respect to any Party, its Affiliates, and its and their respective directors, officers, agents, advisors, employees and consultants and with respect to Vendor includes its employees and consultants, and its and their respective directors, officers, agents, advisors, employees and consultants;
- (rr) “**Sales Taxes**” means all transfer, sales, excise, stamp, licence, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other charges of a Governmental Authority (including additions by way of penalties, interest and other amounts relating to late filings or payments) with respect to the transfer and conveyance to Purchaser of the Assets or the transfer or registration of the Specific Conveyances, but excludes GST, and any income taxes and penalties and interest related thereto;
- (ss) “**Specific Conveyances**” means all conveyances, assignments, transfers, novations, and such other documents or instruments as are reasonably required or desirable to convey, assign and transfer the Assets to Purchaser and to novate Purchaser in the place and stead of Vendor with respect to the Assets;
- (tt) “**Tangibles**” means Houston’s entire right, title, estate and interest in and to: any and all tangible depreciable property, equipment and other assets located within or upon the Lands that 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; including the Pipelines and the Facilities;
- (uu) “**Third Party**” means any individual or entity other than Houston, Vendor and Purchaser, including 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;
- (vv) “**Title Documents**” means, collectively, the Leases, any and all certificates of title, leases, reservations, Licences (subject to Section 8.7 hereof), assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling agreements, Unit agreements, Material Contracts, 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 and this definition shall include, where applicable, those documents set out in Schedule “A”;
- (ww) “**Transaction**” means the transaction for the purchase and sale of the Assets contemplated by this Agreement;

- (xx) **“Unit”** means the Enchant Gas Unit and **“Unit Interest”** means Vendor’s entire undivided 12.55202% interest in the Unit;
- (yy) **“Vendor”** has the meaning set forth in the recitals;
- (zz) **“Vesting Order”** means an order to be granted by the Court substantially in the form of Schedule “F” 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 legal and beneficial title to the Assets in Purchaser free and clear of all encumbrances, liens, security interests or Claims, other than Permitted Encumbrances; and
- (aaa) **“Wells”** means the wells associated with the Unit and the wells listed in Schedule “B”.

## 1.2 Headings

The words “Article”, “Section”, “subsection” and “Schedule” followed by a number or letter or combination thereof mean and refer to the specified Article, Section, subsection and Schedule of or to this Agreement.

## 1.3 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections and subsections 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 Plurals and Gender

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:

Schedule “A” -	Lands and Petroleum and Natural Gas Rights
Schedule “B” -	Wells Pipelines Facilities
Schedule “C” -	Preferential Purchase Rights
Schedule “D” -	General Conveyance
Schedule “E” -	Form of Officer’s Certificate
Schedule “F” -	Form of Vesting Order
Schedule “G” -	Material Contracts
Schedule “H” -	Outstanding AFEs
Schedule “I” -	Excluded Licences
Schedule “J” -	Excluded Assets

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 shall include reasonable legal fees and disbursements on a full indemnity basis.

### **1.7 Derivatives**

Where a term is defined in the body of this Agreement, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires. The word “include” and derivatives thereof shall be read as if followed by the phrase “without limitation”.

### **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 hereby agrees to sell, assign, transfer, convey and set over to Purchaser, and Purchaser hereby agrees to purchase from Vendor, all right, title, estate and interest of Houston (whether absolute or contingent, legal or beneficial) in and to the Assets, subject to and in accordance with the terms and conditions of this Agreement and the Vesting Order.

## 2.2 Net Purchase Price

The consideration for Vendor's sale and conveyance of the Assets to Purchaser and for Purchaser's purchase and acceptance of the Assets from Vendor to be paid by Purchaser to Vendor for the Assets shall be ten thousand Dollars [REDACTED] (the "Net Purchase Price"). Payment at Closing shall include the Net Purchase Price, GST applicable to the portion of the Net Purchase Price allocated to Tangibles and Miscellaneous Interests, and Sales Taxes, plus or minus (as applicable) the net amount of the adjustments made pursuant to Article 7, satisfied by Purchaser (or Vendor, to the extent applicable).

The Parties hereby acknowledge and agree that the Net Purchase Price set forth in this Section 2.2 accurately reflects and takes into proper account both the positive value of all of the Assets as well as the offsetting reductions in value for the Environmental Liabilities and Abandonment and Reclamation Obligations associated therewith and Purchaser's absolute release of Vendor of all and any responsibility or liability therefor. Purchaser confirms that it has determined that the Net Purchase Price is equal to the positive values attributed to the Assets and the aggregate amount of the Environmental Liabilities associated with the Assets at the Effective Date.

## 2.3 Allocation of Net Purchase Price

The Parties shall allocate the Net Purchase Price as follows:

Petroleum and Natural Gas Rights [REDACTED],

Tangibles [REDACTED],

Miscellaneous Interests [REDACTED].

## 2.4 Assumption of Abandonment and Reclamation Obligations and Environmental Liabilities

The Parties acknowledge that:

- (i) Purchaser shall assume all Abandonment and Reclamation Obligations, subject to the terms of this Agreement;
- (ii) the amount and the scope of any Abandonment and Reclamation Obligations associated with the Assets are not capable of being quantified at the Closing Date and depend upon numerous unknowable factors that are not within the Parties' control;
- (iii) under Applicable Law, the Abandonment and Reclamation Obligations associated with the Assets are inextricably linked to such Assets so that a transferee of the Assets will be liable for the Abandonment and Reclamation Obligations associated with the Assets in the absence of the specific assumption of such liabilities by the transferor;
- (iv) the specific assumption of the Abandonment and Reclamation Obligations associated with the Assets is intended to provide greater certainty of results

for the Parties and does not represent any pecuniary consideration for the Assets;

- (v) the Parties have taken the fact that the Assets and the associated Abandonment and Reclamation Obligations are inextricably linked into account in reaching this Agreement and in establishing the Net Purchase Price.

## 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, legal and beneficial ownership the Assets shall pass from Houston 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 “D”, duly executed by Vendor;
  - (ii) the Officer’s Certificate substantially in the form attached as Schedule “E”, duly executed by Vendor;
  - (iii) a receipt for the Net Purchase Price as adjusted herein plus applicable GST and/or Sales Taxes;
  - (iv) a copy of the Vesting Order;
  - (v) the Specific Conveyances, duly executed by Vendor, to the extent such Specific Conveyances were provided to Vendor no later than one Business Day prior to Closing; and
  - (vi) such other documents as may be specifically required hereunder or as may be reasonably requested by Purchaser upon reasonable notice to Vendor.
- (b) On the Closing Date, Purchaser shall deliver to Vendor:
  - (i) the Net Purchase Price (less the ██████████ Deposit previously paid), all as adjusted herein plus applicable GST and Sales Taxes;
  - (ii) the General Conveyance in the form attached as Schedule “D”, duly executed by Purchaser;
  - (iii) the Officer’s Certificate substantially in the form attached as Schedule “E”, duly executed by Purchaser;
  - (iv) where required, the Specific Conveyances, duly executed by Purchaser, to the extent prepared on or before the Closing Date by Purchaser;

- (v) evidence of deposit of cash or letters of credit required to perform all financial obligations referred to in Section 2.12(b) have been deposited in trust with the solicitors for Purchaser; and
- (vi) such other documents as may be specifically required hereunder or as may be reasonably requested by Vendor upon reasonable notice to Purchaser.

## **2.6 Specific Conveyances**

The Parties shall cooperate in the preparation of the Specific Conveyances. Purchaser shall use reasonable efforts to prepare and provide to Vendor for Vendor's review all Specific Conveyances at Purchaser's sole cost and expense prior to Closing. The Parties shall execute such Specific Conveyances for 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 promptly register and/or distribute (as applicable) all such Specific Conveyances, and Purchaser 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 any paper originals, paper photocopies where originals are not available, or electronic copies where neither paper originals or photocopies are available, of the Title Documents and any other agreements, files and documents to which the Assets are subject, to the extent any such contracts, agreements, records, books, documents, licences, reports and data as comprise the Miscellaneous Interests are available and are in the possession of Vendor.

## **2.8 Form of Payment**

All payments to be made pursuant to this Agreement shall be in Canadian funds. All payments to be made pursuant to this Agreement shall be made by wire transfer or electronic funds transfer.

## **2.9 Deposit**

The Parties acknowledge that a deposit in the amount of five thousand dollars [REDACTED], representing [REDACTED] of the Net Purchase Price, will be delivered by Purchaser to Vendor, upon execution of this Agreement, and released only in accordance with the provisions of this Section 2.9 (the "**Deposit**").

The Deposit shall be held by Vendor in a non-interest bearing account until one of the following events occurs:

- (a) if Closing occurs, the Deposit shall be paid to Vendor at Closing for Vendor's own account absolutely and be applied as partial payment of the Net Purchase Price;
- (b) if Closing does not occur due to: (i) a failure to fulfill the conditions set forth in Section 3.2; or (ii) a material breach of a material term of this Agreement by Vendor or by failure of Vendor to fulfill the conditions set forth in Section 3.3, the Deposit

shall be returned to Purchaser by Vendor for the account of Purchaser absolutely; and

- (c) if Closing does not occur due to any reason other than as addressed by Section 2.9(b) (including but not limited to the failure by Purchaser to comply with its obligations under Section 2.12 or the refusal of the Regulator to approve the transfer of any Assets to Purchaser for any reason), the Deposit shall be forfeited to Vendor for the account of Vendor absolutely.

In the event that this Agreement is terminated as a result of the application of Section 2.9(b) or 2.9(c), each Party shall be released from all obligations under or in connection with this Agreement, other than the provisions with respect to confidentiality (Section 11.12) and the use of personal information (Section 11.15).

## **2.10 Damages**

The Parties agree that the amount of the Deposit constitutes their genuine estimate of all damages that will be suffered by Vendor as a result of Closing not occurring and Vendor shall retain the Deposit pursuant to Section 2.9(c) and the Deposit shall constitute liquidated damages to Vendor, and not a penalty of Closing not occurring as described in that subsection.

## **2.11 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



Purchaser



Purchaser shall be responsible for the payment of any amount of GST payable in respect of its purchase of the Assets pursuant hereto and any interest and penalties payable in respect of such additional GST and shall indemnify and save harmless Vendor in respect thereof. Purchaser's indemnity obligations in this Section 2.11(a) shall survive the Closing Date indefinitely.

- (b) Sales Taxes

The Parties acknowledge that the Net Purchase Price is exclusive of all applicable Sales Taxes. Purchaser shall be solely responsible for the payment of 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 within the required time period and shall file when due 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 advance to Vendor, or if Vendor has already paid same, reimburse Vendor the full amount of such Sales Taxes upon delivery to Purchaser of copies of assessments or receipts, as applicable, showing assessment or payment, as applicable, 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. Purchaser's indemnity obligations in this Section 2.11(b) shall survive the Closing Date indefinitely.

## **2.12 Regulator**

- (a) Prior to Vendor obtaining the Vesting Order, Purchaser shall provide Vendor with Purchaser's business associate code for the Regulator.

## **ARTICLE 3 CONDITIONS OF CLOSING**

### **3.1 Required Consents**

- (a) Before Closing, each of the Parties shall use all reasonable efforts to obtain any and all approvals required under Applicable Law to permit closing of the Transaction. The Parties acknowledge that, except for the Vesting Order, 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, remedial work or other documentation 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.
- (b) Notwithstanding anything to the contrary herein, except for the Vesting Order, it is the sole obligation of Purchaser to obtain any Third Party consents, permissions or approvals that are required in connection with the assignment of Houston's interest in any Miscellaneous Interests including remedying any deficiencies under any assumed contracts and agreements, at Purchaser's sole cost and expense. Upon providing prior written notice and sufficient documentary support, all reasonable and necessary costs, fees, expenses, penalties or levies that are incurred by Vendor in order to effect the assignment of the Assets to Purchaser shall be the sole responsibility of Purchaser, and Purchaser agrees to pay on behalf of Vendor any such reasonable and necessary costs, fees, expenses, penalties or levies on a timely basis.

### **3.2 Mutual Conditions**

The obligation of Purchaser to purchase the Assets, and of Vendor to sell the Assets to Purchaser, is subject to the following conditions precedent:

- (a) the Vesting Order being obtained; and
- (b) no stay or appeal or application to vary the Vesting Order shall have been filed with the Court at any time by Vendor or any other Person on or before the Closing Date.

Unless otherwise agreed to by the Parties, if the conditions contained in this Section 3.2 have not been performed, satisfied or waived before the Outside Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement (other than under Sections 11.12 and 11.15) 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 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:

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and shall remain true as of the Closing Date; and
- (b) 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 Outside Date, Purchaser may rescind this Agreement by written notice to Vendor. If Purchaser rescinds this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in Sections 2.9, 11.12 and 11.15.

### **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:

- (a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and shall remain true 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 the Net Purchase Price, shall have been paid to Vendor in the form stipulated in this Agreement.

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 Outside Date, Vendor may rescind this Agreement by written notice to Purchaser. If Vendor rescinds this Agreement, Vendor and Purchaser shall be

released and discharged from all obligations hereunder except as provided in Sections 2.9, 11.12 and 11.15.

### **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**

Vendor makes only the following representations to Purchaser, which representations shall not survive Closing:

- (a) subject to obtaining the Vesting Order, Vendor has the right to enter into this Agreement and to complete this Transaction; and
- (b) subject to obtaining the Vesting Order, this Agreement is, and all documents executed and delivered pursuant to this Agreement will be, legal, valid and binding obligations of Vendor enforceable against it in accordance with their terms.

### **4.2 Representations and Warranties of Purchaser**

Purchaser makes the following representations and warranties to Vendor and agrees that Vendor is relying on such representations and warranties for the purposes of entering into this Agreement:

- (a) Purchaser is a general partnership 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 Assets according to the true intent and meaning of this Agreement;
- (c) 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 licence applicable to Purchaser;

- (e) 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) 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 requirements 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 acquiring the Assets in its capacity as principal and is not purchasing the Assets for the purpose of resale or distribution to a Third Party, and is dealing at arm's length with Vendor (as such term is interpreted by the Regulator);
- (j) Purchaser holds, or is eligible to hold and at Closing will hold a business associate code from the Regulator making it eligible to hold the licences which are the subject of the Licence Transfers, if any, in the province in which they are situated;
- (k) Purchaser has and will have at Closing a sufficient Liability Management Rating required by the Regulator and will have at Closing delivered and lodged any security required by the Regulator in order to comply with the Regulator's Licensee Liability Management Program to facilitate a timely Closing and Purchaser is not aware of any fact or circumstance that could prevent or delay the transfer of any permits or licenses relating to or forming part of the Assets as contemplated in this Agreement;
- (l) Purchaser is in compliance with all the requirements of all Governmental Authorities, including the Regulator;
- (m) Purchaser is not a non-resident of Canada within the *Income Tax Act* (Canada); and
- (n) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act*.

#### **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. The Assets shall be purchased by Purchaser 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 and the Wells, including the wellbores thereof and all casing, tubing and packers therein);
  - (vi) the availability or continued availability of facilities, services or markets for the processing, transportation or sale of any Petroleum Substances;
  - (vii) the accuracy or completeness of the Data Room Information or any other data materials, representations, warranties or statements made, direct or indirect, express or implied, or information supplied related to the Assets (whether supplied by Vendor, its representatives or otherwise);
  - (viii) the ownership interest of the Assets;
  - (ix) the suitability of the Assets for any purpose;
  - (x) compliance with Applicable Laws; or
  - (xi) 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 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) Other than as relates to Vendors 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 any evaluations, projections, reports, assessments 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 Purchaser's Indemnities for Representations and Warranties**

Purchaser shall be liable to Vendor for and shall, in addition, and a separate and independent covenant shall indemnify Vendor and Vendor's Representatives from and against, all Losses suffered, sustained, paid or incurred by Vendor or any of its Representatives 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.

### **5.2 Survival of Claim for Representations and Warranties**

The representations and warranties in Sections 4.1 and 4.2 shall be true as of the date hereof and shall remain true on the Closing Date, for the benefit of Purchaser and Vendor, respectively. The Parties' representations and warranties shall survive the Closing Date for a period of 12 months.

## **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, expenses, Claims, 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 arising or accruing on or after the Effective Date.

### **6.2 Environmental Matters and Abandonment and Reclamation Obligations**

Purchaser acknowledges that, insofar as the Environmental condition of the Assets is concerned, Purchaser is acquiring the Assets on an "as is, where is" basis. Purchaser acknowledges that it is familiar and satisfied with the condition of the Assets, including the past and present use of the Lands, the Tangibles and the Wells (including the wellbores thereof and all casing, tubing and packers therein), 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, or as to any 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 and its Representatives 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 Vendor 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 both to Third Parties and as between Vendor and Purchaser (whether such Environmental Liabilities and Abandonment and Reclamation Obligations occur or accrue prior to, on or after the Effective Time), and hereby releases Vendor from any Claims Purchaser may have against Vendor with respect to all such liabilities and responsibilities. Without restricting the generality of the foregoing, Purchaser shall be responsible for all Environmental Liabilities and Abandonment and Reclamation Obligations (whether such Environmental Liabilities and all Abandonment and Reclamation Obligations occur or accrue prior to, on or after the Effective Time) in respect of the Lands, Wells and Facilities. This assumption of liability and indemnity by Purchaser shall apply without limit and without regard to cause or causes, including the negligence (whether sole, concurrent, gross, active, passive, primary or secondary) or the wilful or wanton misconduct or recklessness of any or all of Vendor, its Representatives and their respective successors and assigns or any other Person or otherwise. Purchaser further acknowledges and agrees that it shall not be entitled to any rights or remedies as against Vendor or its Representatives, or their respective successors and assigns under the common law or statute pertaining to any Environmental Liabilities and Abandonment and Reclamation Obligations, including the right to name any or all of Vendor, its Representatives, and their respective successors and assigns as a 'third party' to any action commenced by any Person against Purchaser. Purchaser's assumption of liability and the indemnity obligations set forth in this Section 6.2 shall survive the Closing Date indefinitely.

### **6.3 Third Party Claims**

The following procedures shall be applicable to any Claim by Vendor (the "**Indemnitee**") for indemnification pursuant to this Agreement from Purchaser (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 30 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 30 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 take either or both of the following actions:
  - (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, and provided a full and final unconditional release in favour of Vendor and its Representatives is obtained in form and substance satisfactory to Vendor;
- (c) if the Indemnitor acknowledges to the Indemnitee in writing that the Indemnitor is responsible to indemnify the Indemnitee in respect of a Third Party Claim pursuant hereto, 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, conditioned or delayed), unless the Indemnitee waives its rights to indemnification in respect of the Third Party Claim;
- (d) each Party shall co-operate with the other Party in the defence of the Third Party Claim, including making available such of its personnel to the other Party and its Representatives whose assistance, testimony or presence is of material assistance in evaluating and defending 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 do such things to co-operate with the Indemnitor to permit the Indemnitor to pursue such subrogated Claims as reasonably requested from 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 which results in the Indemnitee receiving, in the aggregate, more than the amount of the Third Party Claim, the Indemnitee shall promptly pay the amount of the reimbursement (including interest actually received) in excess of the Third Party Claim to the Indemnitor, net of taxes required to be paid by the Indemnitee as a result of any such receipt.



**ARTICLE 7**  
**ADJUSTMENTS AND ASSUMPTION OF OBLIGATIONS**

**7.1 Assumption of Obligations**

- (a) Provided Closing has occurred, Purchaser confirms that it has assumed the following obligations of Vendor or Houston, as applicable, including the payment of any amounts in respect thereof and all applicable interest and penalties, which occur or arise or are incurred on and after the Effective Date:
  - (i) Property taxes, including any municipal property taxes;
  - (ii) Mineral lease royalties and rentals;
  - (iii) Surface lease rentals; and
  - (iv) Any other obligation related to the Assets or arising from ownership of the Assets which is adjusted for in accordance with this ARTICLE 7.

Purchaser agrees to pay the required amounts either directly to the applicable Person or to Vendor if Vendor is required to make the payment, and in such case, Vendor will thereafter ensure such amounts are paid to the applicable Person and will provide to Purchaser written evidence of payment of such amounts

**7.2 Other Costs and Revenues to be Apportioned**

- (a) Except as set out in Section 7.1 and subject to Section 7.2(b) and 7.2(c) below, all other costs and expenses relating to the Assets (including maintenance, development, capital and operating costs) and all revenues relating to the Assets (including proceeds from the sale of production, if any, and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties) shall be apportioned as of the Effective Time between Vendor and Purchaser on an accrual basis in accordance with generally accepted accounting principles, provided that:
  - (i) Prior to Closing Vendor shall ensure that advances made by Vendor or Houston in respect of the cost of operations on the Lands or the Wells, Pipelines or Facilities which advances have not been applied by the operator of same to the payment of Houston's or Vendor's share of costs prior to the Closing Date and which therefore still stand to the credit of Houston or Vendor as at the Closing Date shall be transferred to Purchaser at Closing and an adjustment will be made in favour of Vendor equal to the amount of such transferred advances; however, if Vendor finds that the advances will not be transferred to Purchaser at Closing, such adjustments shall not be included in the interim statement of adjustments described in clause 7.3(a) and Vendor shall ensure that, as soon as possible following Closing and in no event not later than 80 days following Closing, the advances will be provided to Purchaser and only thereafter shall therefor adjustments be included in the Final Statement of Adjustments described in Clause 7.3(b)

- (ii) Prior to Closing, Vendor shall ensure that deposits placed with respect to the Assets made by Houston or Vendor relative to the operations on the Lands that have not been applied by the operator to the payment of costs prior to the Closing Date and still stand to the credit of Houston or Vendor as at the Closing Date shall, at or promptly following Closing, be transferred to Purchaser's account with the operator and only thereafter shall such amounts be returned to Vendor pursuant to the Final Statement of Adjustments;
  - (iii) Costs and expenses of work done, services provided and goods supplied shall be deemed 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 and Purchaser shall be responsible for costs and expenses for work done, services provided and goods supplied on and after the Effective Date;
  - (iv) No adjustment shall be made in respect of Houston'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; and
  - (vi) Petroleum Substances that were produced beyond the wellhead, but not sold as of the Effective Time shall be credited to Vendor and will be deemed to be sold on a first-in-first-out basis.
- (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, cost or expense which relates to the period which arose prior to the Effective Date and which cost or expense does not constitute a liability of Purchaser.
  - (c) 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 cost or expense which relates to any reassessment of royalties arising or accruing before or after the Closing Time.
  - (d) Unless explicitly specified herein, Vendor shall not be entitled to charge Purchaser for any of Vendor's administrative or overhead fees as it relates to this Article 7.

### **7.3 Adjustments to Account**

- (a) An interim accounting of the adjustments pursuant to Section 7.1 shall be made at Closing on an accruals basis. Vendor and Purchaser shall cooperate in preparing such interim accounting and Vendor shall provide an interim statement of adjustment setting forth the adjustments to be made at Closing not later than five (5) Business Dates prior to Closing and shall assist Purchaser in verifying the amounts set forth in such statement.

- (b) A final accounting of the adjustments pursuant to Section 7.1 shall be conducted on an actuals basis within 90 days following the Closing Date (the “**Final Statement of Adjustments**”) by Vendor and Purchaser, 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 15 Business Days of being notified of the determination of the amount owing.
- (c) All adjustments provided for in this Article shall be adjustments to the Net Purchase Price and shall be allocated to the Petroleum and Natural Gas Rights.

## **ARTICLE 8 MAINTENANCE OF ASSETS**

### **8.1 Maintenance of Assets**

From the date hereof until the Closing Date, Vendor shall use reasonable commercial efforts, to the extent that the nature of its interest permits, and subject to the Receivership Order to:

- (a) maintain the Assets in a proper and prudent manner in material compliance with all Applicable Laws and directions of Governmental Authorities; and
- (b) pay or cause to be paid all costs and expenses relating to the Assets which become due from the date hereof to the Closing Date,

provided that nothing contained in the foregoing or elsewhere in this Agreement shall obligate Vendor to post security, make any other financial contribution or file any undertaking with the Regulator with respect to the Licensee Liability Rating Program or any like program.

### **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, conditioned or delayed:

- (a) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Assets of which Vendor’s share is in excess of \$5,000, except: (i) in case of an emergency; (ii) as may be reasonably necessary to protect or ensure life and safety; (iii) to preserve the Assets or title to the Assets; or (iv) 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 Net Purchase Price;
- (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 to Vendor in a timely fashion after Purchaser having received Vendor’s timely request regarding such expenditure of money, in which event the Assets in question shall

be surrendered or abandoned without abatement or reduction in the Net Purchase Price;

- (c) other than in ordinary course of business, materially amend or terminate any Title Document or enter into any new material agreement or commitment relating to the Assets; or
- (d) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof excepting: pursuant to Preferential Purchase Rights; sales of non-material obsolete or surplus equipment; or 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 48 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 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 Net Purchase Price if Vendor’s interest therein is terminated as a result of such election and such termination shall not constitute a failure of Vendor’s representatives and warranties relating to such Assets.

### **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, or cause to be delivered, to Purchaser all revenues, proceeds and other benefits received by Vendor with respect to the Assets, provided that Vendor shall 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) Purchaser shall, in a timely manner, deliver to Vendor 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 Purchaser shall respond to such notices in consultation with the Vendor, if received on a timely basis; and
- (d) Purchaser shall, in a timely manner and in consultation with the Vendor, 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.

## **8.5 Licence Transfers**

- (a) Subject to the provisions of Section 8.7 hereof, to the extent applicable, within five Business Days following Closing, Purchaser shall prepare, at its sole cost and expense and, where applicable, electronically submit to the applicable Governmental Authorities, the Licence Transfers (other than in respect of the Excluded Licences), if any, and Vendor or its nominee shall, where applicable, electronically ratify and concur to such Licence Transfers.
- (b) If a Governmental Authority denies a Licence Transfer because of misdescription or other minor deficiencies in the application, Purchaser shall, as soon as practicable, correct the application and amend and re-submit the Licence Transfer application. Vendor or its nominee shall, where applicable, electronically ratify and concur to such Licence Transfer.
- (c) If for any reason, a Governmental Authority requires a Party or its nominee to make a deposit or furnish any other form of security to approve or give effect to a Licence Transfer, or undertake any corrective action or remedial work including inspections, tests or engineering assessments, Purchaser shall make such deposit or furnish such other form of security or undertake such corrective or remedial work as may be required, at Purchaser's sole expense. All Licence Transfer processing fees (including any fees required to be paid for expedited service) shall be for Purchaser's account.
- (d) If a Governmental Authority denies any or all Lease transfers or Licence Transfers due to a failure on Purchaser's part, this will not derogate in any way from Purchaser's obligation to pay the full Net Purchase Price to Vendor; and if such denial is due to a failure on Vendor's part, adjustments will be made to the Net

Purchase Price to provide for same, with such adjustments being provided for in the Final Statement of Adjustments.

## **8.6 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, Vendor shall be deemed to have been Purchaser's agent hereunder. 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) 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 or as a result of Vendor taking or omitting to take any action in accordance with Purchaser's instruction (including any election deemed to be made pursuant to Section 8.3(b)) or concurrence, or otherwise in accordance with this Agreement. Purchaser's indemnity obligations in this Section 8.6(c) shall survive the Closing Date indefinitely.

## **8.7 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. Should a Third Party take over operatorship of some or all of the Assets whether after receiving change of operatorship notices from Vendor of the sale of its interest, or otherwise, Purchaser acknowledges that the relevant Licences will be transferred to the successor operator at or following Closing and that Purchaser shall not contest any such succession of operatorship or transfer of Licences except as otherwise provided in the applicable Title Documents after Closing and such succession and transfer.

# **ARTICLE 9 PREFERENTIAL PURCHASE RIGHTS**

## **9.1 Preferential Purchase Rights**

- (a) Schedule "C" provides a description of which, if any, of the Assets are subject to Preferential Purchase Rights (the "Affected Assets")
- (b) Purchaser shall, immediately following execution of this Agreement, provide its good faith estimate of the value of the Affected Asset(s) to Vendor, and such value shall be set forth in the notices described in section 9.1(c).

- (c) Vendor shall, within two Business Days of receipt of the good faith estimates described in Section 9.1(b), serve all notices as are required in conjunction with any Preferential Purchase Rights.
- (d) Purchaser shall be liable to Vendor for, and shall, in addition, save and hold harmless and indemnify Vendor from and against, all Losses that may be brought against, suffered, sustained, paid or incurred by Vendor in connection with or that relate in any way directly or indirectly to the use of Purchaser's allocation of value described in section 9.1(b).
- (e) If a Preferential Purchase Right is exercised, the Affected Assets shall not be sold to Purchaser pursuant hereto but shall be deleted from and cease to be subject to this Agreement and the Net Purchase Price shall be reduced by the amount allocated to such Affected Assets. Purchaser shall nevertheless purchase the Assets that are not subject to exercised Preferential Purchase Rights.

## **ARTICLE 10**

### **PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS**

#### **10.1 Vendor to Provide Access**

Prior to Closing, Vendor shall on a commercially reasonable basis, subject to all contractual and fiduciary obligations, provide to Purchaser and its Representatives electronic or scanned copies of Houston's Title Documents and all records, books, accounts, documents, files, reports, information, materials, filings, and data, to the extent they relate directly to the Assets and are in possession of Vendor, as well as physical access to the Assets (insofar as Vendor can reasonably provide such access, with such access to be at Purchaser's sole risk, expense and liability) to facilitate Purchaser's review of the Assets and Environmental condition of and title thereto for the purpose of completing this Transaction. Purchaser shall indemnify and save harmless Vendor from and against all liabilities, claims and causes of action for personal injury, death or property damage occurring on or to such property as a result of such entry onto the premises. Purchaser shall comply fully with all rules, regulations and instructions issued by Vendor regarding Purchaser's actions while upon, entering or leaving such properties. Purchaser's obligations set forth in this Section 10.1 shall survive the Closing Date indefinitely.

#### **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's Representative 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, licences, 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, including for purposes relating to:

- (a) 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 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 by Purchaser in good order and good condition and kept in a reasonably accessible location by Purchaser for a period of two 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 Receiver**

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

### **11.3 Entire Agreement**

Except for the Vesting Order, 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, except for the Vesting Order, the provisions of this Agreement shall prevail. In the event that Closing occurs, except for the Vesting Order, this Agreement supersedes all other agreements (other than the Confidentiality Agreement between Vendor and Purchaser), 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 Transaction herein.

### **11.4 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 and all disputes shall be determined within the proceedings bearing Alberta Court of Queen's Bench Court Action: 1901-14615. 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.



### **11.5 Signs and Notifications**

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

### **11.6 Assignment and Enurement**

This Agreement shall not be assigned by Purchaser without the prior written consent of Vendor, 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.

### **11.7 Time of Essence**

Time is of the essence in this Agreement.

### **11.8 Notices**

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

Vendor - BDO Canada Limited  
110, 5800 2nd Street SW  
Calgary, Alberta T2H 0H2  
Attention: Marc Kelly  
Fax: 403-640-0591  
Email: makelly@bdo.ca

Purchaser Canadian Natural Resources  
2100, 855-2 Street SW  
Calgary AB T2P 4J8  
Attention: Manager, Legal Counsel, Acquisitions & Divestments  
Fax: 403-517-7369

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; or

- (c) 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 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.

### **11.9 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.

### **11.10 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 and made in accordance with the Agreement. 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.

### **11.11 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.

### **11.12 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 this Agreement, 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 to the public if required by Applicable Law (provided that Purchaser shall advise Vendor in advance of the content of any such public statement); (ii) in connection with obtaining the Vesting Order; or (iii) as required by Houston's secured creditors, if any or the Orphan Well Association of Alberta.

### **11.13 Sealing Order**

Vendor will apply to the Court for a sealing order with respect to a report prepared by Vendor containing the financial and other confidential details of this Transaction (the "**Confidential Report**"), such order sealing the Confidential Report and the confidential information contained

therein from the public court file for the period directed by the Court. Pursuant to the terms of such sealing order applied for by Vendor, if granted, only the judge presiding over the Receivership Proceedings, Purchaser and their respective Representatives and the secured creditors of Vendor who have executed confidentiality agreements, and subject to the terms of those confidentiality agreements, shall have access to the Confidential Report and the confidential information contained therein.

#### **11.14 Termination**

This Agreement may be terminated at any time prior to Closing:

- (a) by mutual written agreement of Vendor and Purchaser; or
- (b) by either Vendor or Purchaser pursuant to the provisions of Sections 3.2, 3.3 or 3.4, as applicable.

In the event of termination of this Agreement, the Deposit shall be addressed in accordance with Section 2.9.

#### **11.15 Personal Information**

Purchaser covenants and agrees to use and disclose any personal information contained in any of the books, records or files transferred to Purchaser or otherwise obtained or reviewed by Purchaser in connection with the Transaction only for those purposes for which it was initially collected from or in respect of the individual to which such information relates, unless:

- (a) Vendor or Purchaser has first notified such individual of such additional purpose, and where required by the Applicable Laws, obtained the consent of such individual to such additional purpose; or
- (b) such use or disclosure is permitted or authorized by Applicable Laws, without notice to, or consent from, such individual.
- (c) Purchaser's obligations set forth in this Section 11.15 shall survive the Closing Date indefinitely.

#### **11.16 Specific Conveyances**

Notwithstanding any other herein provision, Specific Conveyances may be executed in separate counterparts and may be personally delivered or delivered by facsimile or other electronic means by each Party to the other Party, and each counterpart when so executed and delivered shall be deemed to be an original, all of which when taken together will constitute a single instrument. Production of an original executed counterpart execution page, whether personally delivered or delivered electronically by a Party to the other Party, shall be sufficient to prove the execution and delivery of such Conveyance Document.

delivered or delivered electronically by a Party to the other Party, shall be sufficient to prove the execution and delivery of such Conveyance Document.

### 11.17 Counterpart Execution

This Agreement may be executed in separate counterparts including as may be necessary in separate counterparts for each signing officer of a Party, and may be personally delivered or delivered by facsimile or other electronic means by each Party to the other Party, and each counterpart when so executed and delivered shall be deemed to be an original, all of which when taken together will constitute a single instrument. Production of an original executed counterpart execution page, whether personally delivered or delivered electronically by a Party to the other Party, shall be sufficient to prove the execution and delivery of this Agreement. Any Party delivering this Agreement by electronic means undertakes to deliver, within a reasonable time, an executed original.

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

**BDO CANADA LIMITED IN ITS  
CAPACITY AS COURT APPOINTED  
RECEIVER AND MANAGER OF  
HOUSTON OIL & GAS LTD. AND NOT  
IN ITS PERSONAL OR CORPORATE  
CAPACITY**

**CANADIAN NATURAL RESOURCES** a  
general partnership by its Managing Partner  
**CANADIAN NATURAL RESOURCES  
LIMITED**

Per:



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Name: Marc Kelly  
Title: Senior Vice President

Per:

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Betty Yee  
Vice President, Land

This is the execution page to the Purchase and Sale Agreement made September 29, 2020 between BDO Canada Limited in its capacity as receiver and manager of Houston Oil & Gas Ltd. and not in its personal or corporate capacity as Vendor and Canadian Natural Resources as Purchaser.

**11.17 Counterpart Execution**

This Agreement may be executed in separate counterparts including as may be necessary in separate counterparts for each signing officer of a Party, and may be personally delivered or delivered by facsimile or other electronic means by each Party to the other Party, and each counterpart when so executed and delivered shall be deemed to be an original, all of which when taken together will constitute a single instrument. Production of an original executed counterpart execution page, whether personally delivered or delivered electronically by a Party to the other Party, shall be sufficient to prove the execution and delivery of this Agreement. Any Party delivering this Agreement by electronic means undertakes to deliver, within a reasonable time, an executed original.

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


**BDO CANADA LIMITED IN ITS  
CAPACITY AS COURT APPOINTED  
RECEIVER AND MANAGER OF  
HOUSTON OIL & GAS LTD. AND NOT  
IN ITS PERSONAL OR CORPORATE  
CAPACITY**

Per:

\_\_\_\_\_  
Name:  
Title:

**CANADIAN NATURAL RESOURCES a  
general partnership by its Managing Partner  
CANADIAN NATURAL RESOURCES  
LIMITED**

Per:

  
\_\_\_\_\_  
Betty Yee  
Vice President, Land

This is the execution page to the Purchase and Sale Agreement made September 29, 2020 between BDO Canada Limited in its capacity as receiver and manager of Houston Oil & Gas Ltd. and not in its personal or corporate capacity as Vendor and Canadian Natural Resources as Purchaser.

THE FOLLOWING COMPRISES SCHEDULE “A” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 29, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AS VENDOR AND CANADIAN NATURAL RESOURCES AS PURCHASER.

**Lands and Petroleum and Natural Gas Rights**

<b>Lease</b>	<b>Lands</b>	<b>Vendor's WI</b>	<b>Encumbrances</b>
<p>AB Crown 0493110015  (CNR MRA 180464/1)  (Houston M01150A)</p>	<p>13-17-W4: NE36  PNG from base Mannville to base Arcs</p>	37.5%	AB Crown s/s Royalty
<p>AB Crown 124513A (ptn)  (CNR MRA 170582/2)  (Houston M00932)</p>	<p>14-16-W4: NE2 - PNG to Base of Basal Colorado SD excluding NG in Basal Colorado Formation and excluding NG in Bow Island  14-16-W4: E11 - PNG to Base of Basal Colorado SD excluding NG in Basal Colorado Formation</p>	50%	<p>AB Crown s/s Royalty;  NCORR 1/100 (5-15%) on oil; 15% (min 1.5 cents/mcf) on Gas &amp; 15% on other petroleum substances based on 100% of production paid by Houston 50%;  2.5% NCORR based on 100% of production paid by Houston 50%;  0.875% NCORR based on 50% of production paid by Houston 100%;  0.875% NCORR based on 50% of production paid by Houston 100%.</p>
<p>AB Crown 124513A (ptn)  (CNR MRA 170582/3 &amp; 4)  (Houston M00932 D &amp; E)</p>	<p>14-16-W4: NE2, E11 – NG in Basal Colorado Formation  (Unitized – Tract 2b (NE2) &amp; Tract 12a (E11) of Enchant Gas Unit)</p>	50%	<p>AB Crown s/s Royalty;  NCORR 1/100 (5-15%) on oil; 15% (min 1.5 cents/mcf) on Gas &amp; 15% on other petroleum substances based on 100% of production paid by Houston 50%;  2.5% NCORR based on 100% of production paid by Houston 50%;  0.875% NCORR based on 50% of production paid by Houston 100%;</p>

			0.875% NCORR based on 50% of production paid by Houston 100%.
AB Crown 42927 (Houston M00929)	14-16-W4M: 7 – PNG to Base of Basal Colorado SD excluding NG in Basal Colorado Formation	60%	AB Crown s/s Royalty
AB Crown 42927 (Houston M00929 B)	14-16-W4: 7 – NG in Basal Colorado Formation  (Unitized – Tract 8 of Enchant Gas Unit)	60%	AB Crown s/s Royalty
AB Crown 3054A (ptn) (CNR MRA 221896/3) (Houston M00930)	14-16-W4: 22 – PNG To Base of Basal Colorado SD excluding NG in Bow Island Formation and NG in Basal Colorado Formation	25%	Alberta Crown s/s Royalty;  1.50% NCORR based on 25% of production paid by Houston 100%;  1.50% NCORR based on 25% of production paid by Houston 100%.
AB Crown 3054A (ptn) (CNR MRA 221896/2) (Houston M00930 C)	14-16-W4: 22 – NG in Bow Island Formation and NG in Basal Colorado Formation  (Unitized – Tract 22 of Enchant Gas Unit)	25%	Alberta Crown s/s Royalty;  1.50% NCORR based on 25% of production paid by Houston 100%;  1.50% NCORR based on 25% of production paid by Houston 100%.
AB Crown 3656B (CNR MRA 223713/2) (Houston M01027)	15-16-W4: N8 – PNG to Base of Mannville excluding NG in Glauconitic Formation	71.343%	Alberta Crown s/s Royalty;  3% NCORR based on 100% of production paid by Houston 71.343%.
AB Crown 3656B (CNR MRA 223713/1) (Houston M01027 B)	15-16-W4: N8 – NG in Glauconitic Formation  (Unitized – Tract 31b of Enchant Gas Unit)	71.343%	Alberta Crown s/s Royalty  3% NCORR based on 100% of production paid by Houston 71.343%
AB Crown 3657B (CNR MRA 223714/2) (Houston M1029)	15-16-W4: 9 & 10 - PNG to Base of Mannville excluding NG in Glauconitic Formation	71.343%	Alberta Crown s/s Royalty;  NCORR 1/150 (7.50-15%) on oil; 15% (min ¾ of one cent/mcf) on Gas based on 100% of production paid by Houston 71.343%.

AB Crown 3657B (CNR MRA 223714/1 (Houston M1029 C & D)	15-16-W4: 9 & 10 – NG in Glaucconitic Formation  (Unitized – Tract 32 (Sec 9) and Tract 33 (Sec 10) of Enchant Gas Unit	71.343%	Alberta Crown s/s Royalty;  NCORR 1/150 (7.50-15%) on oil; 15% (min ¾ of one cent/mcf) on Gas based on 100% of production paid by Houston 71.343%.
AB Crown 3657A (Houston M1028 A)	15-16-W4: 15 – NG in Glaucconitic Formation  (Unitized – Tract 34 of Enchant Gas Unit)	100%	Alberta Crown s/s Royalty;  NCORR 1/150 (7.50-15%) on oil; 15% (min ¾ of one cent/mcf) on Gas based on 100% of production paid by Houston 100%.
AB Crown 3656A (Houston M1026)	15-16-W4: 18 – PNG to Base of Mannville excluding NG in Glaucconitic Formation	100%	Alberta Crown s/s Royalty;  3% NCORR based on 100% of production paid by Houston 100%.
AB Crown 3656A (Houston M1026)	15-16-W4: 18 – NG in Glaucconitic Formation  (Unitized – Tract 37 of Enchant Gas Unit)	100%	Alberta Crown s/s Royalty;  3% NCORR based on 100% of production paid by Houston 100%/
AB Crown 5494080087 (CNR MRA 156516/1) (Houston M01431 A)	61-24-W5: 2  PNG to base Bluesky- Bullhead	6.1833%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB Crown 0597100701 (CNR MRA 156515/1) (Houston M01433 A)	60-24-W5: 34 and 35  PNG to base Bluesky- Bullhead	8.7229%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB Crown 0597100701 (CNR MRA 156515/2) (Houston M01433 B)	60-24-W5: 36  PNG to base Bluesky- Bullhead	6.1833%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%;
AB Crown 5494090122 (CNR MRA 156517/1) (Houston M01432 C & F)	60-23-W5: SW30 PNG to base of Bluesky-Bullhead excluding NG in Bluesky- Bullhead; and 60-24-W5: 25 PNG to base Bluesky- Bullhead	6.1833%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.



AB Crown 5494090122  (CNR MRA 156517/5)  (Houston M01432 B)	60-23-W5: SE29  PNG to base Peace River Group	3.4008%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB Crown 5494090122  (MRA 156517/6)  (Houston M01432 B)	60-23-W5:N&SW29  PNG to base Peace River Group	3.4008%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB Crown 5494090122  (CNR MRA 156517/7)  (Houston M01432 E)	60-23-W5: SW30  NG in Bluesky-Bullhead	1.545825% (Pooled WI)  6.1833% (pre-pooled WI)	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB Crown 5494090122  (CNR MRA 156517/8)  (Houston M01432 D)	60-23-W5: N&SE28  PNG from base Dunvegan to base Peace River Group	4.6375% (Pooled WI)  6.1833% (pre-pooled WI)	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%;
AB Crown 5494090122  (CNR MRA 156517/9)  (Houston M01432 A)	60-23-W5: SE28  PNG from base Peace River Group to base Bluesky-Bullhead	6.1833%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB Crown 5494090122  CNR MR 156517/10)  (Houston M01432 D)	60-23-W5: N&SE28  PNG to base Dunvegan	4.6375% (Pooled WI)  6.1833% (pre-pooled WI)	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB Crown 5400010097  (CNR MRA 158266/1)  (Houston M01434 A)	60-23-W5: N&SW29  NG in Bluesky-Bullhead	3.4008%	AB Crown s/s Royalty
AB Crown 5400010097  (CNR MRA 158266/2)  (Houston M01434 B)	60-23-W5: N&SE30  NG in Bluesky-Bullhead	1.545825% (Pooled WI)  0% (pre-pooled WI)	AB Crown s/s Royalty

<p>AB Crown 123991A</p> <p>(CNR MRA 164068/3)</p> <p>(Houston M01437 A)</p>	<p>60-23-W5: SW28</p> <p>PNG from base Dunvegan to base Peace River Group</p>	<p>4.6375% (Pooled WI)</p> <p>0% (pre-pooled WI)</p>	<p>AB Crown s/s Royalty</p>
<p>AB Crown 123991A</p> <p>(CNR MRA 164068/5)</p> <p>(Houston M01437 A)</p>	<p>60-23-W5: SW28</p> <p>PNG to base Dunvegan</p>	<p>4.6375% (Pooled WI)</p> <p>0% (pre-pooled WI)</p>	<p>AB Crown s/s Royalty</p>
<p>AB Crown 0505060159</p> <p>(CNR MRA 167570/1)</p> <p>(Houston M01438 A)</p>	<p>60-23-W5: N&amp;SE30 PNG to base Dunvegan</p>	<p>6.1833%</p>	<p>AB Crown s/s Royalty</p>

THE FOLLOWING COMPRISES SCHEDULE “B” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 29, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AS VENDOR AND CANADIAN NATURAL RESOURCES AS PURCHASER.

Wells

<b>UWI</b>	<b>Licensee</b>	<b>Licence</b>
102163601317W400	Canadian Natural Resources Limited	0198733
103163601317W400	Canadian Natural Resources Limited	0291197
100022806023W500	Canadian Natural Resources Limited	0365255
100032806023W500	Canadian Natural Resources Limited	0362627
100032806023W502	Canadian Natural Resources Limited	0362627
100122806023W500	Canadian Natural Resources Limited	0336710
100122806023W502	Canadian Natural Resources Limited	0336710
100082906023W500	Canadian Natural Resources Limited	0360550
100082906023W502	Canadian Natural Resources Limited	0360550
100082906023W503	Canadian Natural Resources Limited	0360550
100102906023W500	Canadian Natural Resources Limited	0359957
100152906023W500	Repsol Oil & Gas Canada Inc.	0291175
100152906023W502	Repsol Oil & Gas Canada Inc.	0291175
100152906023W503	Repsol Oil & Gas Canada Inc.	0291175
100073006023W500	Canadian Natural Resources Limited	0365458
100103006023W500	Repsol Oil & Gas Canada Inc.	0398928
100123006023W500	Repsol Oil & Gas Canada Inc.	0326634
100123006023W502	Repsol Oil & Gas Canada Inc.	0326634
100153006023W500	Canadian Natural Resources Limited	0351798
100062506024W500	Canadian Natural Resources Limited	0302523

<b>UWI</b>	<b>Licensee</b>	<b>Licence</b>
100062506024W502	Canadian Natural Resources Limited	0302523
100112506024W500	Canadian Natural Resources Limited	0383430
100063406024W500	Canadian Natural Resources Limited	0381449
100063406024W502	Canadian Natural Resources Limited	0381449
100163406024W500	Canadian Natural Resources Limited	0323801
100163406024W502	Canadian Natural Resources Limited	0323801
100013506024W500	Canadian Natural Resources Limited	0341987
100013506024W502	Canadian Natural Resources Limited	0341987
100013506024W503	Canadian Natural Resources Limited	0341987
100033506024W500	Canadian Natural Resources Limited	0289685
100033506024W502	Canadian Natural Resources Limited	0289685
100023606024W500	Canadian Natural Resources Limited	0324292
100083606024W500	Canadian Natural Resources Limited	0365684
100083606024W502	Canadian Natural Resources Limited	0365684
100010206124W500	Canadian Natural Resources Limited	0386855
100010206124W502	Canadian Natural Resources Limited	0386855
100050206124W500	Canadian Natural Resources Limited	0290310
100130206124W500	Canadian Natural Resources Limited	0365634
100130206124W502	Canadian Natural Resources Limited	0365634
100100301416W400	Canadian Natural Resources Limited	0047977
100100701416W400	Canadian Natural Resources Limited	0060643
100110901416W400	Canadian Natural Resources Limited	0034922
100110901416W402	Canadian Natural Resources Limited	0034922
100101801416W400	Canadian Natural Resources Limited	0040661

<b>UWI</b>	<b>Licensee</b>	<b>Licence</b>
100111901416W400	Canadian Natural Resources Limited	0043931
100072001416W400	Canadian Natural Resources Limited	0035534
100102201416W400	Canadian Natural Resources Limited	0031198
100103101416W400	Canadian Natural Resources Limited	0030954
100063201416W400	Canadian Natural Resources Limited	0036148
100063201416W402	Canadian Natural Resources Limited	0036148
100072401417W400	Canadian Natural Resources Limited	0046059
102050501516W402	Canadian Natural Resources Limited	0362653
102050501516W403	Canadian Natural Resources Limited	0362653
100130501516W400	Canadian Natural Resources Limited	0165302
100070701516W400	Conocophillips Canada Resources Corp.	0031167
100070701516W402	Conocophillips Canada Resources Corp.	0031167
100110901516W400	Canadian Natural Resources Limited	0044625

**Pipelines**

<b>Licence</b>	<b>Segment</b>	<b>From</b>	<b>To</b>	<b>Licensee</b>
33643	1	1-1-14-14W4	3-6-14-16W4	Canadian Natural Resources Limited
7033	2	1-4-15-16W4	4-4-15-16W4	Canadian Natural Resources Limited
7033	4	6-32-14-16W4	10-20-14-16W4	Canadian Natural Resources Limited
7033	5	10-18-14-16W4	7-20-14-16W4	Canadian Natural Resources Limited
7033	6	10-3-14-16W4	11-9-14-16W4	Canadian Natural Resources Limited
7033	8	7-16-15-16W4	6-32-14-15W4	Canadian Natural Resources Limited
7033	9	11-9-15-16W4	10-9-15-16W4	Canadian Natural Resources Limited
7033	10	7-17-15-16W4	7-16-15-16W4	Canadian Natural Resources Limited
7033	13	7-7-15-16W4	7-17-15-16W4	Canadian Natural Resources Limited
7033	21	10-20-14-16W4	11-9-14-16W4	Canadian Natural Resources Limited
8017	1	10-31-14-16W4	8-31-14-16W4	Canadian Natural Resources Limited
8017	2	6-5-15-16W4	10-31-14-16W4	Canadian Natural Resources Limited
8017	3	13-5-15-16W4	6-5-15-16W4	Canadian Natural Resources Limited
8017	4	5-5-15-16W4	10-31-14-16W4	Canadian Natural Resources Limited
8017	5	8-31-14-16W4	6-32-14-16W4	Canadian Natural Resources Limited
12301	1	7-24-14-17W4	10-18-14-16W4	Canadian Natural Resources Limited
27127	1	11-9-14-19W4	3-16-14-16W4	Canadian Natural Resources Limited
27194	143	10-29-60-23W5	6-33-60-23W5	Repsol Oil & Gas Canada Inc.
27194	157	12-30-60-23W5	10-29-60-23W5	Repsol Oil & Gas Canada Inc.
39956	25	3-28-60-23W5	2-28-60-23W5	Canadian Natural Resources Limited
39956	19	7-29-60-23W5	3-28-60-23W5	Canadian Natural Resources Limited
39956	17	12-28-60-23W5	12-28-60-23W5	Canadian Natural Resources Limited
39956	20	7-29-60-23W5	8-29-60-23W5	Canadian Natural Resources Limited

<b>Licence</b>	<b>Segment</b>	<b>From</b>	<b>To</b>	<b>Licensee</b>
39956	18	9-29-60-23W5	10-29-60-23W5	Canadian Natural Resources Limited
39956	22	7-30-60-23W5	10-30-60-23W5	Canadian Natural Resources Limited
39956	15	15-30-60-23W5	10-30-60-23W5	Canadian Natural Resources Limited
39956	5	6-25-60-24W5	11-25-60-24W5	Canadian Natural Resources Limited
39956	28	11-25-60-24W5	11-25-60-24W5	Canadian Natural Resources Limited
39956	32	6-34-60-24W5	5-35-60-24W5	Canadian Natural Resources Limited
39956	8	16-34-60-24W5	16-34-60-24W5	Canadian Natural Resources Limited
39956	13	1-35-60-24W5	3-36-60-24W5	Canadian Natural Resources Limited
39956	2	3-35-60-24W5	7-29-60-23W5	Canadian Natural Resources Limited
39956	31	3-35-60-24W5	5-35-60-24W5	Canadian Natural Resources Limited
39956	3	5-2-61-24W5	3-35-60-24W5	Canadian Natural Resources Limited
39956	14	1-1-61-24W5	2-36-60-24W5	Canadian Natural Resources Limited
39956	24	3-36-60-24W5	11-25-60-24W5	Canadian Natural Resources Limited
39956	11	2-36-60-24W5	11-25-60-24W5	Canadian Natural Resources Limited
39956	21	8-36-60-24W5	10-36-60-24W5	Canadian Natural Resources Limited
39956	30	1-2-61-24W5	6-1-61-24W5	Canadian Natural Resources Limited
44685	8	2-28-60-23W5	3-28-60-23W5	Canadian Natural Resources Limited
44685	6	3-28-60-23W5	7-29-60-23W5	Canadian Natural Resources Limited
44685	4	12-28-60-23W5	12-28-60-23W5	Canadian Natural Resources Limited
44685	7	8-29-60-23W5	7-29-60-23W5	Canadian Natural Resources Limited
44685	5	10-29-60-23W5	9-29-60-23W5	Canadian Natural Resources Limited
44685	9	13-2-61-24W5	5-2-61-24W5	Canadian Natural Resources Limited
57660	1	10-22-14-16W4	7-22-14-16W4	Canadian Natural Resources Limited
57660	2	6-26-14-17W4	7-24-14-17W4	Canadian Natural Resources Limited

**Facilities**

<b>Licence</b>	<b>Government Code</b>	<b>Type</b>	<b>Location</b>	<b>Licensee</b>
n/a	ABBT0093577	Battery	2-28-60-23W5	Canadian Natural Resources Limited
F36753	n/a	Battery	3-28-60-23W5	Canadian Natural Resources Limited
n/a	ABBT0149025	Battery	3-28-60-23W5	Canadian Natural Resources Limited
F34301	n/a	Battery	12-28-60-23W5	Canadian Natural Resources Limited
n/a	ABBT0088734	Battery	12-28-60-23W5	Canadian Natural Resources Limited
F36886	n/a	Battery	8-29-60-23W5	Canadian Natural Resources Limited
n/a	ABBT0091987	Battery	8-29-60-23W5	Canadian Natural Resources Limited
n/a	ABBT0091436	Battery	10-29-60-23W5	Canadian Natural Resources Limited
F36160	n/a	Battery	12-30-60-23W5	Repsol Oil & Gas Canada Inc.
F30989	n/a	Battery	6-25-60-24W5	Canadian Natural Resources Limited
F32882	n/a	Battery	16-34-60-24W5	Canadian Natural Resources Limited
F36068	ABCS0036068	Compressor Station	1-35-60-24W5	Canadian Natural Resources Limited
F31102	n/a	Battery	3-35-60-24W5	Canadian Natural Resources Limited
F32881	n/a	Battery	2-36-60-24W5	Canadian Natural Resources Limited
F36975	n/a	Battery	8-36-60-24W5	Canadian Natural Resources Limited
n/a	ABBT0079101	Battery	5-2-61-24W5	Canadian Natural Resources Limited
F37485	n/a	Battery	13-2-61-24W5	Canadian Natural Resources Limited
n/a	ABGS0003102	Gas Gathering System	11-9-14-16W4	Unknown
F23638	ABCS0023638	Compressor Station	11-9-14-16W4	Canadian Natural Resources Limited
F23638	ABBT3360002	Battery	11-9-14-16W4	Canadian Natural Resources Limited
F1438	ABCS0001438	Compressor Station	07-20-14-16W4	Canadian Natural Resources Limited
F36882	n/a	Battery	9-29-60-23W5	Canadian Natural Resources Limited



THE FOLLOWING COMPRISES SCHEDULE “C” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 29, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AS VENDOR AND CANADIAN NATURAL RESOURCES AS PURCHASER.

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**Preferential Purchase Rights**

Nil

THE FOLLOWING COMPRISES SCHEDULE “D” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 29, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AS VENDOR AND CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTENRSHIP AS PURCHASER.

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**THIS GENERAL CONVEYANCE** made as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

**BETWEEN:**

**BDO CANADA LIMITED IN ITS CAPACITY AS  
RECEIVER AND MANAGER OF HOUSTON OIL & GAS  
LTD. AND NOT IN ITS PERSONAL OR CORPORATE  
CAPACITY**

(the “**Vendor**”)

- and -

**Canadian Natural Resources** (the “**Purchaser**”)

**WHEREAS** Vendor wishes to sell the Assets and Purchaser wishes to purchase the Assets subject to and in accordance with the terms and conditions contained herein;

**NOW THEREFORE** for the consideration provided in the Purchase Agreement and in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the Parties covenant and agree as follows:

**1. Definitions**

In this General Conveyance, including the recitals hereto, the definitions set forth in the Purchase Agreement are adopted herein by reference and, in addition:

“**Purchase Agreement**” means that Purchase and Sale Agreement dated **September 29, 2020** between **BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AS VENDOR** and **Canadian Natural Resources** as Purchaser.

**2. Conveyance**

Pursuant to and for the consideration provided for in the Purchase Agreement, Vendor hereby sells, assigns, transfers, conveys and sets over the Assets unto Purchaser to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom.

### **3. Subordinate Document**

This General Conveyance is executed and delivered by the Parties pursuant to the Purchase Agreement and the provisions of the Purchase Agreement shall prevail in the event of a conflict between the provisions of the Purchase Agreement and the provisions of this General Conveyance.

### **4. No Merger**

The covenants, representations, warranties and indemnities contained in the Purchase Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall be no merger of any covenant, representation, warranty or indemnity contained in the Purchase Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.

### **5. Governing Law**

This General Conveyance shall be subject to and interpreted, construed and enforced in accordance with 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.

### **6. Enurement**

This General Conveyance shall be binding upon and shall enure to the benefit of each of the Parties and their respective administrators, trustees, receivers, successors and assigns.

### **7. Further Assurances**

Each Party will, from time to time and at all times hereafter, at the request of the other Party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

**8. Counterpart Execution**

This Agreement may be executed in separate counterparts including as may be necessary in separate counterparts for each signing officer of a Party, and may be personally delivered or delivered by facsimile or other electronic means by each Party to the other Party, and each counterpart when so executed and delivered shall be deemed to be an original, all of which when taken together will constitute a single instrument. Production of an original executed counterpart execution page, whether personally delivered or delivered electronically by a Party to the other Party, shall be sufficient to prove the execution and delivery of this Agreement. Any Party delivering this Agreement by electronic means undertakes to deliver, within a reasonable time, an executed original.

**IN WITNESS WHEREOF** the Parties have executed this General Conveyance on the date first above-written.

**BDO CANADA LIMITED IN ITS  
CAPACITY AS RECEIVER AND  
MANAGER OF HOUSTON OIL & GAS  
LTD. AND NOT IN ITS PERSONAL OR  
CORPORATE CAPACITY**

**CANADIAN NATURAL  
RESOURCES a general partnership by  
its Managing Partner CANADIAN  
NATURAL RESOURCES LIMITED**

Per:

\_\_\_\_\_  
Name:  
Title:

Per:

\_\_\_\_\_  
Name: Betty Yee  
Title: Vice President, Land

This is the execution page to the General Conveyance made \_\_\_\_\_, 2020 between BDO Canada Limited in its capacity as receiver and manager of Houston Oil & Gas Ltd. and not in its personal or corporate capacity as Vendor and Canadian Natural Resources as Purchaser

THE FOLLOWING COMPRISES SCHEDULE “E” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 29, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AS VENDOR AND CANADIAN NATURAL RESOURCES AS PURCHASER.

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**[VENDOR’S][PURCHASER’S] OFFICER’S CERTIFICATE**

**TO:** [Name of Vendor/Purchaser] [(the “Vendor”)] [(the “Purchaser”)]

**RE:** Purchase and Sale Agreement dated [date] between Vendor and Purchaser (the “Agreement”)

Unless otherwise defined herein, the definitions provided for in the Agreement are adopted in this certificate (the “Certificate”).

[Name of Vendor/Purchaser] [(the “Vendor”)] [(the “Purchaser”)] hereby certifies that as of the date of this Certificate:

1. Each of the covenants, representations and warranties of the [Vendor][Purchaser] contained in Article 4 of the Agreement was true and correct in all material respects when made and remains true and correct in all material respects up to the Effective Time.
2. All obligations of [Vendor] [Purchaser] contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.
3. This Certificate is made by [Vendor] [Purchaser] and is binding upon it, and the below signing officer is not incurring, and will not incur, any personal liability whatsoever with respect to it.
4. This Certificate is made with full knowledge that the [Vendor] [Purchaser] is relying on the same for the Closing of the Transaction.

IN WITNESS WHEREOF this Certificate has been executed this \_\_\_ day of \_\_\_\_\_, 2020.

**[Name of Vendor/Purchaser]**

Per: \_\_\_\_\_  
Name:  
Title:

THE FOLLOWING COMPRISES SCHEDULE “F” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 29, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AS VENDOR AND CANADIAN NATURAL RESOURCES AS PURCHASER.

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**VESTING ORDER**

COURT FILE NUMBER 1901-14615  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF ORPHAN WELL ASSOCIATION  
DEFENDANT HOUSTON OIL AND GAS LTD.  
DOCUMENT **APPROVAL AND VESTING ORDER**  
(Sale by Receiver)

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Borden Ladner Gervais LLP**  
1900, 520 – 3<sup>rd</sup> Avenue S.W.  
Calgary, AB T2P 0R3

**Attention: Jack R. Maslen**  
Telephone: (403) 232-9790  
Email: jmaslen@blg.com

**DATE ON WHICH ORDER WAS PRONOUNCED: October 8, 2020**

**LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice Shelley**

**UPON THE APPLICATION** by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertakings, property and assets of Houston Oil and Gas Ltd. (the “**Debtor**”) for an order (i) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and Canadian Natural Resources (the “**Purchaser**”) dated September 29, 2020, a redacted copy of which is appended as an Appendix to the Supplement to the Second Report of the Receiver dated September 30, 2020 (the “**Supplement to the Second Report**”) and an unredacted copy of which is appended as a Confidential Appendix to the Supplement to Second Report, and (ii) vesting in the Purchaser (or its nominee) the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”);

**AND UPON HAVING READ** the Receivership Orders dated October 29, 2019 and June 30, 2020 (together, the “**Receivership Order**”), the Supplement to the Second Report, the Confidential Appendices to the Supplement to the Second Report, the Second Report of the Receiver dated August 24, 2020 (the “**Second Report**”), the Confidential Supplement to the Second Report dated August 24, 2020 (the “**Confidential Supplement**”), the Affidavit of Service, and such additional pleadings and proceedings had and taken in this action; **AND UPON HEARING** the submissions from counsel for the Receiver and counsel for any other interested parties appearing at the hearing of this application, which occurred via WebEx Video Conference, having regard to the Court’s procedures for the COVID-19 pandemic;

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

**SERVICE**

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

**APPROVAL OF TRANSACTION**

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

**VESTING OF PROPERTY**

3. Subject only to approval by the Alberta Energy Regulator (“**Energy Regulator**”) of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta) upon delivery of a Receiver’s certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule “A”** hereto (the “**Receiver's Closing Certificate**”), all of the



Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Without limiting the generality of the foregoing relating to the vesting of the Debtor's right, title and interest in and to the Purchased Assets free and clear of any Claims, the following interests shall be treated as Claims within the contemplation of this Approval and Vesting Order:

- (a) the overriding royalty interest and any related rights and obligations granted pursuant to the Royalty Agreement dated April 10, 2018 between the Debtor and Pioneer Oil Well Service Corp, which was disclaimed by the Receiver on December 4, 2019.

5. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:
- (a) Alberta Energy ("**Energy Ministry**") shall and is hereby authorized, requested and directed to forthwith:
    - (i) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and
    - (ii) transfer all Crown leases listed in **Schedule "E"** to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;
  - (b) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
7. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement, other than any required approval by the Energy Regulator referenced in paragraph 3 above.
8. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
9. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether

before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past employees. The Purchaser (or its nominee) shall maintain and protect

the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

### **MISCELLANEOUS MATTERS**

15. Notwithstanding:
- (a) the pendency of these proceedings and any declaration of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of the Debtor; and
  - (d) the provisions of any federal or provincial statute:

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

16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals,

regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

18. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Purchaser or the Purchaser's solicitors; and
  - (b) Posting a copy of this Order on the Receiver's website at:  
[https://relieffromdebt.ca/houston-oil-gas-ltd./](https://relieffromdebt.ca/houston-oil-gas-ltd/)

and service on any other person is hereby dispensed with.

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

## Schedule "A"

## Form of Receiver's Certificate

COURT FILE NUMBER	1901-14615
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ORPHAN WELL ASSOCIATION
DEFENDANT	HOUSTON OIL AND GAS LTD.
DOCUMENT	<b>RECEIVER'S CERTIFICATE</b>

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<b>Borden Ladner Gervais LLP</b> 1900, 520 – 3 <sup>rd</sup> Avenue S.W. Calgary, AB T2P 0R3
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**Attention: Jack R. Maslen**  
Telephone: (403) 232-9790  
Email: jmaslen@blg.com

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice K. Eidsvik of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated October 29, 2019, Hardie & Kelly Inc. (as now substituted with BDO Canada Limited pursuant to an Order of the Court dated June 30, 2020) was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Houston Oil and Gas Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated October 8, 2020, the Court approved the agreement of purchase and sale made as of September 29, 2020 (the "**Sale Agreement**") between the Receiver and Canadian Natural Resources (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by

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

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

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

**BDO CANADA LIMITED, in its capacity as Receiver of the undertakings, property and assets of Houston Oil and Gas Ltd., and not in its personal capacity.**

**Per;** \_\_\_\_\_

**Name: Marc Kelly**

**Title: Senior Vice President**



**SCHEDULE “B”****Purchased Assets**

The Purchased Assets consist of the Assets (as defined in the Sale Agreement, and each subsequent capitalized term herein having the respective meaning as defined therein), including, without limitation, the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests as described in the attachments to this Schedule “B”, but specifically excluding the Excluded Assets.

THE FOLLOWING COMPRISES SCHEDULE “A” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 29, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AS VENDOR AND CANADIAN NATURAL RESOURCES AS PURCHASER.

**Lands and Petroleum and Natural Gas Rights**

<b>Lease</b>	<b>Lands</b>	<b>Vendor's WI</b>	<b>Encumbrances</b>
<p>AB Crown 0493110015  (CNR MRA 180464/1)  (Houston M01150A)</p>	<p>13-17-W4: NE36  PNG from base Mannville to base Arcs</p>	37.5%	AB Crown s/s Royalty
<p>AB Crown 124513A (ptn)  (CNR MRA 170582/2)  (Houston M00932)</p>	<p>14-16-W4: NE2 - PNG to Base of Basal Colorado SD excluding NG in Basal Colorado Formation and excluding NG in Bow Island  14-16-W4: E11 - PNG to Base of Basal Colorado SD excluding NG in Basal Colorado Formation</p>	50%	<p>AB Crown s/s Royalty;  NCORR 1/100 (5-15%) on oil; 15% (min 1.5 cents/mcf) on Gas &amp; 15% on other petroleum substances based on 100% of production paid by Houston 50%;  2.5% NCORR based on 100% of production paid by Houston 50%;  0.875% NCORR based on 50% of production paid by Houston 100%;  0.875% NCORR based on 50% of production paid by Houston 100%.</p>
<p>AB Crown 124513A (ptn)  (CNR MRA 170582/3 &amp; 4)  (Houston M00932 D &amp; E)</p>	<p>14-16-W4: NE2, E11 – NG in Basal Colorado Formation  (Unitized – Tract 2b (NE2) &amp; Tract 12a (E11) of Enchant Gas Unit)</p>	50%	<p>AB Crown s/s Royalty;  NCORR 1/100 (5-15%) on oil; 15% (min 1.5 cents/mcf) on Gas &amp; 15% on other petroleum substances based on 100% of production paid by Houston 50%;  2.5% NCORR based on 100% of production paid by Houston 50%;  0.875% NCORR based on 50% of production paid by Houston 100%;</p>

			0.875% NCORR based on 50% of production paid by Houston 100%.
AB Crown 42927 (Houston M00929)	14-16-W4M: 7 – PNG to Base of Basal Colorado SD excluding NG in Basal Colorado Formation	60%	AB Crown s/s Royalty
AB Crown 42927 (Houston M00929 B)	14-16-W4: 7 – NG in Basal Colorado Formation  (Unitized – Tract 8 of Enchant Gas Unit)	60%	AB Crown s/s Royalty
AB Crown 3054A (ptn) (CNR MRA 221896/3) (Houston M00930)	14-16-W4: 22 – PNG To Base of Basal Colorado SD excluding NG in Bow Island Formation and NG in Basal Colorado Formation	25%	Alberta Crown s/s Royalty;  1.50% NCORR based on 25% of production paid by Houston 100%;  1.50% NCORR based on 25% of production paid by Houston 100%.
AB Crown 3054A (ptn) (CNR MRA 221896/2) (Houston M00930 C)	14-16-W4: 22 – NG in Bow Island Formation and NG in Basal Colorado Formation  (Unitized – Tract 22 of Enchant Gas Unit)	25%	Alberta Crown s/s Royalty;  1.50% NCORR based on 25% of production paid by Houston 100%;  1.50% NCORR based on 25% of production paid by Houston 100%.
AB Crown 3656B (CNR MRA 223713/2) (Houston M01027)	15-16-W4: N8 – PNG to Base of Mannville excluding NG in Glauconitic Formation	71.343%	Alberta Crown s/s Royalty;  3% NCORR based on 100% of production paid by Houston 71.343%.
AB Crown 3656B (CNR MRA 223713/1) (Houston M01027 B)	15-16-W4: N8 – NG in Glauconitic Formation  (Unitized – Tract 31b of Enchant Gas Unit)	71.343%	Alberta Crown s/s Royalty  3% NCORR based on 100% of production paid by Houston 71.343%
AB Crown 3657B (CNR MRA 223714/2) (Houston M1029)	15-16-W4: 9 & 10 - PNG to Base of Mannville excluding NG in Glauconitic Formation	71.343%	Alberta Crown s/s Royalty;  NCORR 1/150 (7.50-15%) on oil; 15% (min ¾ of one cent/mcf) on Gas based on 100% of production paid by Houston 71.343%.

AB Crown 3657B (CNR MRA 223714/1 (Houston M1029 C & D)	15-16-W4: 9 & 10 – NG in Glaucconitic Formation  (Unitized – Tract 32 (Sec 9) and Tract 33 (Sec 10) of Enchant Gas Unit	71.343%	Alberta Crown s/s Royalty;  NCORR 1/150 (7.50-15%) on oil; 15% (min ¾ of one cent/mcf) on Gas based on 100% of production paid by Houston 71.343%.
AB Crown 3657A (Houston M1028 A)	15-16-W4: 15 – NG in Glaucconitic Formation  (Unitized – Tract 34 of Enchant Gas Unit)	100%	Alberta Crown s/s Royalty;  NCORR 1/150 (7.50-15%) on oil; 15% (min ¾ of one cent/mcf) on Gas based on 100% of production paid by Houston 100%.
AB Crown 3656A (Houston M1026)	15-16-W4: 18 – PNG to Base of Mannville excluding NG in Glaucconitic Formation	100%	Alberta Crown s/s Royalty;  3% NCORR based on 100% of production paid by Houston 100%.
AB Crown 3656A (Houston M1026)	15-16-W4: 18 – NG in Glaucconitic Formation  (Unitized – Tract 37 of Enchant Gas Unit)	100%	Alberta Crown s/s Royalty;  3% NCORR based on 100% of production paid by Houston 100%/
AB Crown 5494080087 (CNR MRA 156516/1) (Houston M01431 A)	61-24-W5: 2  PNG to base Bluesky- Bullhead	6.1833%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB Crown 0597100701 (CNR MRA 156515/1) (Houston M01433 A)	60-24-W5: 34 and 35  PNG to base Bluesky- Bullhead	8.7229%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB Crown 0597100701 (CNR MRA 156515/2) (Houston M01433 B)	60-24-W5: 36  PNG to base Bluesky- Bullhead	6.1833%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%;
AB Crown 5494090122 (CNR MRA 156517/1) (Houston M01432 C & F)	60-23-W5: SW30 PNG to base of Bluesky-Bullhead excluding NG in Bluesky- Bullhead; and 60-24-W5: 25 PNG to base Bluesky- Bullhead	6.1833%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.

AB 5494090122  (CNR MRA 156517/5)  (Houston M01432 B)	Crown   PNG to base Peace River Group	60-23-W5: SE29	3.4008%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB 5494090122  (MRA 156517/6)  (Houston M01432 B)	Crown   PNG to base Peace River Group	60-23-W5:N&SW29	3.4008%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB 5494090122  (CNR MRA 156517/7)  (Houston M01432 E)	Crown   NG in Bluesky-Bullhead	60-23-W5: SW30	1.545825% (Pooled WI)  6.1833% (pre-pooled WI)	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB 5494090122  (CNR MRA 156517/8)  (Houston M01432 D)	Crown   PNG from base Dunvegan to base Peace River Group	60-23-W5: N&SE28	4.6375% (Pooled WI)  6.1833% (pre-pooled WI)	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%;
AB 5494090122  (CNR MRA 156517/9)  (Houston M01432 A)	Crown   PNG from base Peace River Group to base Bluesky-Bullhead	60-23-W5: SE28	6.1833%	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB 5494090122  CNR MR 156517/10)  (Houston M01432 D)	Crown   PNG to base Dunvegan	60-23-W5: N&SE28	4.6375% (Pooled WI)  6.1833% (pre-pooled WI)	AB Crown s/s Royalty;  GORR 3% fixed rate on 4.6375% production paid by Houston 100%.
AB 5400010097  (CNR MRA 158266/1)  (Houston M01434 A)	Crown   NG in Bluesky-Bullhead	60-23-W5: N&SW29	3.4008%	AB Crown s/s Royalty
AB 5400010097  (CNR MRA 158266/2)  (Houston M01434 B)	Crown   NG in Bluesky-Bullhead	60-23-W5: N&SE30	1.545825% (Pooled WI)  0% (pre-pooled WI)	AB Crown s/s Royalty

<p>AB Crown 123991A</p> <p>(CNR MRA 164068/3)</p> <p>(Houston M01437 A)</p>	<p>60-23-W5: SW28</p> <p>PNG from base Dunvegan to base Peace River Group</p>	<p>4.6375% (Pooled WI)</p> <p>0% (pre-pooled WI)</p>	<p>AB Crown s/s Royalty</p>
<p>AB Crown 123991A</p> <p>(CNR MRA 164068/5)</p> <p>(Houston M01437 A)</p>	<p>60-23-W5: SW28</p> <p>PNG to base Dunvegan</p>	<p>4.6375% (Pooled WI)</p> <p>0% (pre-pooled WI)</p>	<p>AB Crown s/s Royalty</p>
<p>AB Crown 0505060159</p> <p>(CNR MRA 167570/1)</p> <p>(Houston M01438 A)</p>	<p>60-23-W5: N&amp;SE30 PNG to base Dunvegan</p>	<p>6.1833%</p>	<p>AB Crown s/s Royalty</p>

THE FOLLOWING COMPRISES SCHEDULE “B” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 29, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AS VENDOR AND CANADIAN NATURAL RESOURCES AS PURCHASER.

Wells

<b>UWI</b>	<b>Licensee</b>	<b>Licence</b>
102163601317W400	Canadian Natural Resources Limited	0198733
103163601317W400	Canadian Natural Resources Limited	0291197
100022806023W500	Canadian Natural Resources Limited	0365255
100032806023W500	Canadian Natural Resources Limited	0362627
100032806023W502	Canadian Natural Resources Limited	0362627
100122806023W500	Canadian Natural Resources Limited	0336710
100122806023W502	Canadian Natural Resources Limited	0336710
100082906023W500	Canadian Natural Resources Limited	0360550
100082906023W502	Canadian Natural Resources Limited	0360550
100082906023W503	Canadian Natural Resources Limited	0360550
100102906023W500	Canadian Natural Resources Limited	0359957
100152906023W500	Repsol Oil & Gas Canada Inc.	0291175
100152906023W502	Repsol Oil & Gas Canada Inc.	0291175
100152906023W503	Repsol Oil & Gas Canada Inc.	0291175
100073006023W500	Canadian Natural Resources Limited	0365458
100103006023W500	Repsol Oil & Gas Canada Inc.	0398928
100123006023W500	Repsol Oil & Gas Canada Inc.	0326634
100123006023W502	Repsol Oil & Gas Canada Inc.	0326634
100153006023W500	Canadian Natural Resources Limited	0351798
100062506024W500	Canadian Natural Resources Limited	0302523

<b>UWI</b>	<b>Licensee</b>	<b>Licence</b>
100062506024W502	Canadian Natural Resources Limited	0302523
100112506024W500	Canadian Natural Resources Limited	0383430
100063406024W500	Canadian Natural Resources Limited	0381449
100063406024W502	Canadian Natural Resources Limited	0381449
100163406024W500	Canadian Natural Resources Limited	0323801
100163406024W502	Canadian Natural Resources Limited	0323801
100013506024W500	Canadian Natural Resources Limited	0341987
100013506024W502	Canadian Natural Resources Limited	0341987
100013506024W503	Canadian Natural Resources Limited	0341987
100033506024W500	Canadian Natural Resources Limited	0289685
100033506024W502	Canadian Natural Resources Limited	0289685
100023606024W500	Canadian Natural Resources Limited	0324292
100083606024W500	Canadian Natural Resources Limited	0365684
100083606024W502	Canadian Natural Resources Limited	0365684
100010206124W500	Canadian Natural Resources Limited	0386855
100010206124W502	Canadian Natural Resources Limited	0386855
100050206124W500	Canadian Natural Resources Limited	0290310
100130206124W500	Canadian Natural Resources Limited	0365634
100130206124W502	Canadian Natural Resources Limited	0365634
100100301416W400	Canadian Natural Resources Limited	0047977
100100701416W400	Canadian Natural Resources Limited	0060643
100110901416W400	Canadian Natural Resources Limited	0034922
100110901416W402	Canadian Natural Resources Limited	0034922
100101801416W400	Canadian Natural Resources Limited	0040661



<b>UWI</b>	<b>Licensee</b>	<b>Licence</b>
100111901416W400	Canadian Natural Resources Limited	0043931
100072001416W400	Canadian Natural Resources Limited	0035534
100102201416W400	Canadian Natural Resources Limited	0031198
100103101416W400	Canadian Natural Resources Limited	0030954
100063201416W400	Canadian Natural Resources Limited	0036148
100063201416W402	Canadian Natural Resources Limited	0036148
100072401417W400	Canadian Natural Resources Limited	0046059
102050501516W402	Canadian Natural Resources Limited	0362653
102050501516W403	Canadian Natural Resources Limited	0362653
100130501516W400	Canadian Natural Resources Limited	0165302
100070701516W400	Conocophillips Canada Resources Corp.	0031167
100070701516W402	Conocophillips Canada Resources Corp.	0031167
100110901516W400	Canadian Natural Resources Limited	0044625

**Pipelines**

<b>Licence</b>	<b>Segment</b>	<b>From</b>	<b>To</b>	<b>Licensee</b>
33643	1	1-1-14-14W4	3-6-14-16W4	Canadian Natural Resources Limited
7033	2	1-4-15-16W4	4-4-15-16W4	Canadian Natural Resources Limited
7033	4	6-32-14-16W4	10-20-14-16W4	Canadian Natural Resources Limited
7033	5	10-18-14-16W4	7-20-14-16W4	Canadian Natural Resources Limited
7033	6	10-3-14-16W4	11-9-14-16W4	Canadian Natural Resources Limited
7033	8	7-16-15-16W4	6-32-14-15W4	Canadian Natural Resources Limited
7033	9	11-9-15-16W4	10-9-15-16W4	Canadian Natural Resources Limited
7033	10	7-17-15-16W4	7-16-15-16W4	Canadian Natural Resources Limited
7033	13	7-7-15-16W4	7-17-15-16W4	Canadian Natural Resources Limited
7033	21	10-20-14-16W4	11-9-14-16W4	Canadian Natural Resources Limited
8017	1	10-31-14-16W4	8-31-14-16W4	Canadian Natural Resources Limited
8017	2	6-5-15-16W4	10-31-14-16W4	Canadian Natural Resources Limited
8017	3	13-5-15-16W4	6-5-15-16W4	Canadian Natural Resources Limited
8017	4	5-5-15-16W4	10-31-14-16W4	Canadian Natural Resources Limited
8017	5	8-31-14-16W4	6-32-14-16W4	Canadian Natural Resources Limited
12301	1	7-24-14-17W4	10-18-14-16W4	Canadian Natural Resources Limited
27127	1	11-9-14-19W4	3-16-14-16W4	Canadian Natural Resources Limited
27194	143	10-29-60-23W5	6-33-60-23W5	Repsol Oil & Gas Canada Inc.
27194	157	12-30-60-23W5	10-29-60-23W5	Repsol Oil & Gas Canada Inc.
39956	25	3-28-60-23W5	2-28-60-23W5	Canadian Natural Resources Limited
39956	19	7-29-60-23W5	3-28-60-23W5	Canadian Natural Resources Limited
39956	17	12-28-60-23W5	12-28-60-23W5	Canadian Natural Resources Limited
39956	20	7-29-60-23W5	8-29-60-23W5	Canadian Natural Resources Limited

<b>Licence</b>	<b>Segment</b>	<b>From</b>	<b>To</b>	<b>Licensee</b>
39956	18	9-29-60-23W5	10-29-60-23W5	Canadian Natural Resources Limited
39956	22	7-30-60-23W5	10-30-60-23W5	Canadian Natural Resources Limited
39956	15	15-30-60-23W5	10-30-60-23W5	Canadian Natural Resources Limited
39956	5	6-25-60-24W5	11-25-60-24W5	Canadian Natural Resources Limited
39956	28	11-25-60-24W5	11-25-60-24W5	Canadian Natural Resources Limited
39956	32	6-34-60-24W5	5-35-60-24W5	Canadian Natural Resources Limited
39956	8	16-34-60-24W5	16-34-60-24W5	Canadian Natural Resources Limited
39956	13	1-35-60-24W5	3-36-60-24W5	Canadian Natural Resources Limited
39956	2	3-35-60-24W5	7-29-60-23W5	Canadian Natural Resources Limited
39956	31	3-35-60-24W5	5-35-60-24W5	Canadian Natural Resources Limited
39956	3	5-2-61-24W5	3-35-60-24W5	Canadian Natural Resources Limited
39956	14	1-1-61-24W5	2-36-60-24W5	Canadian Natural Resources Limited
39956	24	3-36-60-24W5	11-25-60-24W5	Canadian Natural Resources Limited
39956	11	2-36-60-24W5	11-25-60-24W5	Canadian Natural Resources Limited
39956	21	8-36-60-24W5	10-36-60-24W5	Canadian Natural Resources Limited
39956	30	1-2-61-24W5	6-1-61-24W5	Canadian Natural Resources Limited
44685	8	2-28-60-23W5	3-28-60-23W5	Canadian Natural Resources Limited
44685	6	3-28-60-23W5	7-29-60-23W5	Canadian Natural Resources Limited
44685	4	12-28-60-23W5	12-28-60-23W5	Canadian Natural Resources Limited
44685	7	8-29-60-23W5	7-29-60-23W5	Canadian Natural Resources Limited
44685	5	10-29-60-23W5	9-29-60-23W5	Canadian Natural Resources Limited
44685	9	13-2-61-24W5	5-2-61-24W5	Canadian Natural Resources Limited
57660	1	10-22-14-16W4	7-22-14-16W4	Canadian Natural Resources Limited
57660	2	6-26-14-17W4	7-24-14-17W4	Canadian Natural Resources Limited

**Facilities**

<b>Licence</b>	<b>Government Code</b>	<b>Type</b>	<b>Location</b>	<b>Licensee</b>
n/a	ABBT0093577	Battery	2-28-60-23W5	Canadian Natural Resources Limited
F36753	n/a	Battery	3-28-60-23W5	Canadian Natural Resources Limited
n/a	ABBT0149025	Battery	3-28-60-23W5	Canadian Natural Resources Limited
F34301	n/a	Battery	12-28-60-23W5	Canadian Natural Resources Limited
n/a	ABBT0088734	Battery	12-28-60-23W5	Canadian Natural Resources Limited
F36886	n/a	Battery	8-29-60-23W5	Canadian Natural Resources Limited
n/a	ABBT0091987	Battery	8-29-60-23W5	Canadian Natural Resources Limited
n/a	ABBT0091436	Battery	10-29-60-23W5	Canadian Natural Resources Limited
F36160	n/a	Battery	12-30-60-23W5	Repsol Oil & Gas Canada Inc.
F30989	n/a	Battery	6-25-60-24W5	Canadian Natural Resources Limited
F32882	n/a	Battery	16-34-60-24W5	Canadian Natural Resources Limited
F36068	ABCS0036068	Compressor Station	1-35-60-24W5	Canadian Natural Resources Limited
F31102	n/a	Battery	3-35-60-24W5	Canadian Natural Resources Limited
F32881	n/a	Battery	2-36-60-24W5	Canadian Natural Resources Limited
F36975	n/a	Battery	8-36-60-24W5	Canadian Natural Resources Limited
n/a	ABBT0079101	Battery	5-2-61-24W5	Canadian Natural Resources Limited
F37485	n/a	Battery	13-2-61-24W5	Canadian Natural Resources Limited
n/a	ABGS0003102	Gas Gathering System	11-9-14-16W4	Unknown
F23638	ABCS0023638	Compressor Station	11-9-14-16W4	Canadian Natural Resources Limited
F23638	ABBT3360002	Battery	11-9-14-16W4	Canadian Natural Resources Limited
F1438	ABCS0001438	Compressor Station	07-20-14-16W4	Canadian Natural Resources Limited
F36882	n/a	Battery	9-29-60-23W5	Canadian Natural Resources Limited

**SCHEDULE “C”****Claims**

“Claim” means (with capitalized terms having the definitions given to them in the Sale Agreement) any claim, demand, lawsuit, proceeding or arbitration, or any investigation by a Governmental Authority, pertaining to the Assets, in each case whether asserted, threatened, pending or existing.

**SCHEDULE “D”****Permitted Encumbrances**

Permitted Encumbrances consist of the following (with capitalized terms having the definitions given to them in the Sale Agreement, unless otherwise defined in this Order):

- (i) all encumbrances, overriding royalties and other royalties, net profits interests and other burdens identified in the Title Documents or in Schedule “A”;
- (ii) any Preferential Purchase Rights or any similar restriction applicable to any of the Assets;
- (iii) the terms and conditions of the Title Documents, including the requirement to pay any rentals or royalties (including reassessments) to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor’s interest in any of the Title Documents;
- (iv) the right reserved to or vested in any grantor, Governmental 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 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) and any obligations to Third Parties for any thirteenth month adjustments or for payments due as a result of any audits conducted by operators or Third Parties;
- (vii) taxes on Petroleum Substances or the income or revenue from the Petroleum Substances and requirements imposed by Applicable Law or Governmental Authorities concerning rates of production from the Wells or from operations on any of the Lands, or otherwise affecting recoverability of Petroleum Substances from the Lands, which taxes or requirements are generally applicable to the oil and gas industry in the jurisdiction in which the Assets are located;
- (viii) agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than 30 days’ notice (without an early termination penalty or other like cost);
- (ix) any obligation of Houston to hold any right or interest in and to any of the Assets in trust for Third Parties;
- (x) the right reserved to or vested in any Governmental Authority to control or regulate any of the Assets in any manner, including any directives or notices received from any Governmental Authority pertaining to the Assets;
- (xi) 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 Houston’s share of

the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor;

- (xii) 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;
- (xiii) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- (xiv) agreements respecting the operation of Wells or Facilities by contract field operators;
- (xv) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and
- (xvi) liens created in the ordinary course of business in favour of any Governmental Authority with respect to operations pertaining to any of the Assets.

**SCHEDULE “E”**

**Crown Leases**

Crown PNG Lease Nos.:

- 42927
- 3054A
- 3656B
- 3657B
- 3657A
- 3656A
- 5494080087
- 0597100701
- 0505060159



THE FOLLOWING COMPRISES SCHEDULE “G” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 29, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND CANADIAN NATURAL RESOURCES AS PURCHASER.

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### **Material Contracts**

Enchant Gas Unit & Unit Operating Agreement made effective August 1, 1974  
(ENC.U5.5A)

Effluent Processing Agreement made effective February 1, 2006 between  
Canadian Natural Resources and Thunder Energy Inc. (BIO.F4.17A1)

Bigstone Gas Handling Agreement made effective December 1, 2008 between  
Canadian Natural Resources and Sword Energy Inc.  
(BIO.F2.17A6)

THE FOLLOWING COMPRISES SCHEDULE “H” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 29, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AS VENDOR AND CANADIAN NATURAL RESOURCES AS PURCHASER.

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**OUTSTANDING AFEs**

Nil

THE FOLLOWING COMPRISES SCHEDULE “I” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 29, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AS VENDOR AND CANADIAN NATURAL RESOURCES AS PURCHASER.

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**EXCLUDED LICENCES**

Nil

THE FOLLOWING COMPRISES SCHEDULE “J” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 29, 2020 BETWEEN BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF HOUSTON OIL & GAS LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AS VENDOR AND CANADIAN NATURAL RESOURCES AS PURCHASER.

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**EXCLUDED ASSETS**

Nil

**CONFIDENTIAL -  
APPENDIX D**

**CONFIDENTIAL -  
APPENDIX E**

**CONFIDENTIAL -  
APPENDIX F**

**CONFIDENTIAL -  
APPENDIX G**



**CONFIDENTIAL -  
APPENDIX H**